AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE
DECEMBER 8, 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

CONSENT AGENDA

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

1. Approval of Local Planning Agency minutes - November 10, 2016 and Village Council Meeting minutes - November 10, 2016
   Staff: Susan Caljean, Village Manager's Office

2. Approve Task Order #209 - Professional Engineering Service - Main Water Treatment Plant Filter Media Replacement Engineering Design and Construction Services - Eckler Engineering
   Staff: David Harden, Acting Public Service Director

3. Approve Acquisition of Utility Service Area - City of Lake Worth - Congress Avenue and 10th Avenue
   Staff: David Harden, Acting Public Service Director

4. Resolution No. 2016-82 - Interlocal Agreement - MS4 National Pollution Discharge Elimination System (NPDES) Permit - Northern Palm Beach County Improvement District

   Staff: David Harden, Acting Public Service Director

5. Authorize Vehicle Purchase – Piggyback – Police Department (FY 2017 Budget Funded)

   Staff: Tom Ceccarelli, Police Chief

6. Authorize In-Car Camera Purchase - Village Standard - Police Department (FY 2017 Budget Funded)

   Staff: Tom Ceccarelli, Police Chief

7. Resolution 2016-85 - Interlocal Agreement - Access Public Safety Trunked Radio System - Palm Beach County (FY 2017 Budget Funded)

   Staff: Tom Ceccarelli, Police Chief

8. Authorize 911 Communications Center Furniture Purchase – Piggyback – Police Department (FY 2017 Budget Funded and Reimbursable)

   Staff: Tom Ceccarelli, Police Chief

9. Approval of First Amendment to Temporary Non-Exclusive License Agreement - Village Center Athletic Complex - Elite Soccer Academy, Inc.

   Staff: Bill Golson, Leisure Services Director

10. Approval of the 2017 Municipal Elections Agreement - Palm Beach County Supervisor of Elections

    Staff: Susan Caljean, Village Manager's Office

PRESENTATIONS

11. World AIDS Day

    Staff: Susan Caljean, Village Manager's Office

PUBLIC COMMENT (Three minute limit)

PUBLIC HEARINGS

12. ORDINANCE No. 2016-16 (SECOND READING) - Voluntary Annexation, Small-Scale Land Use Amendment & Rezoning - 4178 10th Avenue North & 927 Green Avenue

    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	Roll Call Vote

13. ORDINANCE No. 2016-17 (SECOND READING) - Involuntary Annexation, Small-Scale Land Use Amendment& Rezoning - 25 Parcels along 10th Avenue North (East of Military Trail & West of Kirk Road)

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	Roll Call Vote

14. ORDINANCE No. 2016-22 (FIRST READING) - Voluntary Annexation - 4177 South Congress Avenue (Congress Apartments)

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ANNEXING A PARCEL OF LAND, TOTALING 1.98 ACRES, INDIVIDUALLY OWNED; LOCATED AT 4177 SOUTH CONGRESS AVENUE, AND 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

15. ORDINANCE No. 2016-23 (FIRST READING) - Involuntary Annexation (171.0413, F.S.) - 34 Parcels along South Congress Avenue (South of Lake Worth Road & North of the City of Atlantis)

    AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ANNEXING THIRTY-FOUR (34) PARCELS OF LAND, PURSUANT TO SECTION 171.0413 (5)&(6), INDIVIDUALLY OWNED, CONSISTING OF A TOTAL OF 62.14 ACRES; GENERALLY LOCATED ALONG SOUTH CONGRESS AVENUE, SOUTH OF THE L-12 CANAL AND NORTH OF THE ATLANTIS CITY LIMITS; AND 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

16. ORDINANCE No. 2016-24 (FIRST READING) - Voluntary Annexation - 4591, 4614 and 4665 Emerald Vista, Including Private Road Tract (Emerald Lake Apartments)

    AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ANNEXING FOUR PARCELS OF LAND, TOTALING 20.23 ACRES, COMMONLY OWNED; LOCATED AT 4591, 4614 AND 4665 EMERALD VIS, INCLUDING THE PRIVATE ROAD TRACT, AND 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

17. Ordinance No. 2016-25 (FIRST READING) - Annexation Agreement - Morguard Coral Lakes (Congress Avenue)

    AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT WITH MORGUARD CORAL LAKES, LLC, OWNERS OF SIX PARCELS OF LAND, TOTALING 18.09 ACRES, LOCATED

AT 4411 SOUTH CONGRESS AVENUE, FOR VOLUNTARY ANNEXATION INTO THE VILLAGE; PROVIDING FOR USE AND DEVELOPMENT REQUIREMENTS AND ALLOWANCES; 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

18. RESOLUTION No. 2016-81 - Enclave Interlocal Agreement - South Congress Avenue (One Parcel)

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY, PURSUANT TO SECTION 163.01, AND SECTION 171.046 FLORIDA STATUTES, ET SEQ., FOR THE PURPOSE OF ANNEXING ONE (1) ENCLAVE, CONSISTING OF A PARCEL OF LAND 2.43 ACRES IN SIZE, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT “A” TO THE INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

Staff: Kim Glas-Castro, Land Development Director

Motion	Second	Vote

19. RESOLUTION No. 2016-79 - Minor Site Plan Amendment (SPR16-08) and Special Exception Use (PSSE16-04) - Equity One - 1756 South Congress Avenue (Greenwood Plaza)

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA (APPROVING/DENYING), WITH CONDITIONS, FOR A MINOR SITE PLAN AMENDMENT (SPR16-08) SUBMITTED BY LAND RESEARCH MANAGEMENT, INC., AGENT FOR THE OWNER, EQUITY ONE, INC. ("APPLICANT") AND CONCURRENTLY REQUESTING A SPECIAL EXCEPTION USE (PSSE16-04), TO ALLOW A 3,400 SQUARE FOOT RESTAURANT WITHIN A TENANT BAY AT GREENWOOD SHOPPING CENTER, FOR THE COMMERCIAL GENERAL DISTRICT, THE PROPERTY IS LOCATED AT 1756 SOUTH CONGRESS AVENUE; AND ESTABLISHING AN EFFECTIVE DATE.

Staff: Kim Glas-Castro, Land Development Director

Motion	Second	Vote

20. RESOLUTION No. 2016-77 - Preliminary Plat - Prairie Lane Subdivision - 1898 Prairie Road

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

FLORIDA, (APPROVING/DENYING) A PRELIMINARY PLAT FOR PRAIRIE LANE SUBDIVISION. THE APPLICATION SUBMITTED BY PLACE PLANNING & DESIGN, INC., AGENT FOR THE OWNER, DREAM BUILDERS CONSTRUCTION, INC., TO ALLOW FOR THE SUBDIVISION OF A RESIDENTIAL LOT LOCATED AT 1898 PRAIRIE ROAD INTO TWO LOTS; AND ESTABLISING AN EFFECTIVE DATE.

Staff: Kim Glas-Castro, Land Development Director

Motion	Second	Vote

21. RESOLUTION No. 2016-78 - Site Plan (SPR16-04), Special Exception (PSSE16-05) and Variances (PSV16-07, PSV16-08, PSV16-09) - McDonald's - Forest Hill Center - Forest Hill Boulevard

    A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING), WITH CONDITIONS, FOR SITE PLAN (SPR16-04) SUBMITTED BY CPH, AGENTS FOR MCDONALDS ("APPLICANT") AND CONCURRENTLY REQUESTING A SPECIAL EXCEPTION USE (PSSE16-05) FOR CONSTRUCTION OF A 3,905 SQUARE FOOT FAST FOOD RESTAURANT WITH TWO DRIVE-THRU LANES AND REQUESTING THREE (3) VARIANCES (PSV16-07, PSV16-08, PSV16-09) FOR RELIEF FOR SIGNAGE AND HOURS OF OPERATION FOR THE PROPERTY LOCATED AT 3015 FOREST HILL BOULEVARD, AT FOUR FLORIDA SHOPPING CENTER (FOREST HILL CENTER); AND ESTABLISHING AN EFFECTIVE DATE.

    Staff: Kim Glas-Castro, Land Development Director

Motion	Second	Vote

22. RESOLUTION No. 2016-80 - Preliminary Plat - Plaza at Forest Hill - Oxygen-Forest Hill Center (Forest Hill Boulevard)

    A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING THE PRELIMINARY PLAT TO REPLAT TRACTS 4 AND 5, PART OF THE OXYGEN-FOREST HILL CENTER PLAT AS RECORDED IN PLAT BOOK 112, PAGES 71 THROUGH 74, LOCATED AT FOREST HILL CENTER, FOUR FLORIDA SHOPPING CENTER SUBMITTED BY CPH, AGENT FOR THE PROPOSED TENANT, MCDONALDS; AND PROVIDING AN EFFECTIVE DATE.

    Staff: Kim Glas-Castro, Land Development Director

Motion	Second	Vote

23. RESOLUTION No. 2016-84 - Final Plat - Plaza at Forest Hill - Oxygen-Forest Hill Center

(Forest Hill Boulevard)

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING THE FINAL PLAT TO REPLAT TRACTS 4 AND 5, PART OF OXYGEN-FOREST HILL CENTER PLAT AS RECORDED IN PLAT BOOK 112, PAGES 71 THROUGH 74, LOCATED AT FOREST HILL CENTER, FOUR FLORIDA SHOPPING CENTER SUBMITTED BY CPH, AGENT FOR THE PROPOSED TENANT, MCDONALDS; AND PROVIDING AN EFFECTIVE DATE.

Staff: Kim Glas-Castro, Land Development Director

Motion	Second	Vote

24. ORDINANCE No. 2016-20 (SECOND 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	Roll Call Vote

25. ORDINANCE No. 2016-21 (FIRST READING) - Village Code Amendment - Chapter 34 - Land Development - Various Sections

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 34 “LAND DEVELOPMENT”, ARTICLE III “LANDSCAPING”, DIVISION 4 “MAINTENANCE”, SECTION 34-224 “REPLACEMENT OF VEGETATION” AND SECTION 34-226 “PRUNING TREES”, TO PROVIDE FOR REPLACEMENT OF REQUIRED TREES; ARTICLE VI “LAND USE”, DIVISION 1 “GENERALLY”, SECTION 34-572 “VIOLATIONS”, TO CLARIFY VIOLATIONS; DIVISION 6 “DISTRICT REGULATIONS”, SUBDIVISION II “RS RESIDENTIAL SINGLE-FAMILY”, SECTION 34-746 “PROPERTY DEVELOPMENT REGULATIONS” AND SUBDIVISION III “RM RESIDENTIAL MULTIPLE-FAMILY”, SECTION 34-766 “PROPERTY DEVELOPMENT REGULATIONS”, TO CLARIFY MAXIMUM IMPERVIOUS AREA AND DRIVEWAY SETBACKS; SUBDIVISION V “CG COMMERCIAL GENERAL”, SECTION 34-828 “SUPPLEMENTAL REGULATIONS”, TO ADD SUPPLEMENTAL REGULATIONS RELATED TO VENDING MACHINES; DIVISION 7 “SUPPLEMENTAL DISTRICT REGULATIONS”,

SUBDIVISION 1 “IN GENERAL”, SECTION 34-881 “LANDSCAPING AND PAVING”, TO CLARIFY DRIVEWAY SETBACKS; SECTION 34-892 “ACCESSORY USES, BUILDINGS AND STRUCTURES”, TO ADD STANDARDS FOR ACCESSORY USES AND IMPROVEMENTS; SUBDIVISION II “RECREATIONAL VEHICLES, COMMERCIAL VEHICLES AND SIMILAR VEHICLES”, SECTION 34-914 “PARKING IN SINGLE-FAMILY RESIDENTIAL LAND USE DISTRICTS; USE OF PORTABLE STORAGE CONTAINERS AND ROLL-OFF DUMPSTERS IN ALL ZONING DISTRICTS”, TO CLARIFY MAXIMUM IMPERVIOUS AREA; PROVIDING FOR CODIFICATION, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

Staff: Kim Glas-Castro, Land Development Director

Motion	Second	Vote

ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

NEXT MEETING
THURSDAY, DECEMBER 15, 2016 AT 6:30 P.M.

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

VILLAGE OF PALM SPRINGS
VILLAGE LOCAL PLANNING AGENCY MINUTES
COUNCIL CHAMBERS, NOVEMBER 10, 2016

Mayor Bev Smith called the Local Planning Agency meeting of the Village of Palm Springs to order at 6:35 p.m.

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

Absent: Council Member Doug Gunther

Staff present: Land Development Director Kim Glas-Castro, Public Service Director John Rouse, Finance Director Rebecca Morse and Leisure Services Director Bill Golson, Assistant to Village Manager, Brent Morgan.

Public Hearing for amending the Comprehensive Land Use Plan by revising the Future Land Use Map and amending the Official Land Development District Zoning Map of the Village by amending and rezoning the following properties of the Village of Palm Springs:

1. Ordinance 2016-12 - Comprehensive Plan Text Amendment - "College Hospital Overlay" (CHO) District - South Congress Avenue

Village Manager Reade stated 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 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 (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 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 their November 10th meeting and their recommendation will be provided to the Council prior to consideration on 2nd and final reading.

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

Fiscal Impact: Increased development entitlements are expected to facilitate re-development and, thereby, increase property values within the area.

Notice of public hearing was placed in the Lake Worth Herald on August 18, 2016 and October 20, 2016. There were no ex parte communications and no testimony. Mayor Smith stated this was a public hearing and asked for questions or comments. Hearing none, a motion to recommend forwarding this item to the Council for approval was made by Mayor Pro Tem Waller and seconded by Vice Mayor Brinkman. Motion carried 4 – 0.

2. Ordinance 2016-16 – Voluntary Annexation, Land Use & Rezoning (Small Scale) - 4178 10th Avenue North & 927 Greene Avenue

Village Manager Reade stated 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:

Existing Future Land Use	**Proposed Future Land Use**	**Existing Zoning**	**Proposed Zoning**
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.

The Local Planning Agency (LPA) will consider the proposed annexation ordinance during their November 10th meeting and their recommendation will be provided to the Council prior to consideration on 2nd and final reading.

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

Notice of public hearing was placed in the Lake Worth Herald on October 20, 2016 and October 27, 2016. There were no ex parte communications and no testimony. Mayor Smith stated this was a public hearing and asked for questions or comments. Hearing none, a motion to recommend forwarding this item to the Council for approval was made by Vice Mayor Brinkman and seconded by Mayor Pro Tem Waller. Motion carried 4 – 0.

3. Ordinance 2016-17 - Involuntary Annexation (§171.0413, F.S.) - Land Use & Rezoning (Small Scale) - 25 Parcels along 10th Avenue North, east of Military Trail

Village Manager Reade stated 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:

Existing Future Land Use	**Proposed Future Land Use**	**Existing Zoning**	**Proposed Zoning**
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 the October 25th meeting and recommended approval.

The Local Planning Agency (LPA) will consider the proposed involuntary annexation ordinance during their November 10th meeting and their recommendation will be provided

to the Council prior to consideration on 2nd and final reading.

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.

Notice of public hearing was placed in the Lake Worth Herald on October 20, 2016 and October 27, 2016. There were no ex parte communications and no testimony. Mayor Smith stated this was a public hearing and asked for questions or comments. Hearing none, a motion to recommend forwarding this item to the Council for approval was made by Mayor Pro Tem Waller and seconded by Vice Mayor Brinkman. Motion carried 4 – 0.

Hearing no further business, Mayor Smith adjourned the meeting at 6:45 PM.

Respectfully submitted,

_____
Susan M. Caljean, Village Clerk

Approved by Council_____

_____
Mayor, Bev Smith

VILLAGE COUNCIL MEETING
MINUTES, COUNCIL CHAMBERS
226 CYPRESS LANE
VILLAGE OF PALM SPRINGS, FLORIDA
NOVEMBER 10, 2016 AT 6:30 P.M.

Mayor Bev Smith called the regular meeting of the Village Council to order at 6:45 p.m.

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

Absent: Council Member Gunther

Staff present: Police Chief Tom Ceccarelli, as Sergeant at Arms, Finance Director, Rebecca L. Morse, Library Director, Suvi Manner, 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

Mayor Smith asked if there were any additions, deletions or modifications to the agenda, Village Manager Reade stated that there were three items: Remove Item #3, Resolution #2016-74 was revised and at the dais along with a revised annexation area summary. Mayor Smith asked for a motion to approve the agenda as presented.

Council Member Shields, made a motion to approve, seconded by Mayor Pro Tem Waller. Motion carried 4-0.

Mayor Smith introduced the students that were in attendance for the Council meeting this evening.

Ms. Lucas is the 8th grade teacher from Palm Springs Middle School and is thrilled for the students to experience their local government first hand. The list of students are as follows:

Chavely Gonsalez
Angie Romualdo
Daniela Zamora
Rashaun Woodson
Amir-Mael Gourgues
Jade Norman

Emmauel Bouzy
Nyshaun White
Adam Velazquez
Jose Cayasco
Jorge Torres

CONSENT AGENDA

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

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

Gary Ready of 3118 Meadow Road and Mr. Morales from Sandra Lane had questions regarding the funding of the VFW and that the membership is falling. They also thanked the VFW for their years of service. Mayor Smith thanked the VFW for all their dedication and programs over the years.

1. Approval of Village Council Meeting minutes of October 13, 2016.

2. Resolution No. 2016-76 – In support of the “Safe Cities, Safe Florida” Initiative – Florida League of Cities President Susan Haynie

3. Acquisition of Utility Service Area - City of Lake Worth - Congress Avenue and 10th Avenue- Removed

4. Rental of Crews with Equipment - Piggyback - Public Services (FY 2017 Funded)

Village Manager Reade stated that 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 form any other governmental entity (other than the Federal government); provided that the same or substantially similar goods and/or services were competitively solicited. The Village has 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.

PRESENTATIONS

5. Florida City Government Month - Student Attendees – Palm Springs Community Middle School

PUBLIC HEARINGS

Clerk stated that said ordinance 2016-20 was advertised in the Lake Worth Herald on October 20, 2016. Mayor Smith asked the Village Attorney Torcivia to read the Ordinance by title.

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.

Village Manager Reade stated the Police Department is recommending various amendments to Village Code related to Night Clubs to clarify and expand security camera requirements and maintenance. The proposed amendments include the following:

. When security cameras must be operational, the minimum number of cameras per square footage of the establishment and what areas must be monitored
. The amount of time that recordings must be retained and the availability to law enforcement
. Signage notifying patrons of the use of security cameras
. That nightclubs maintain the cleanliness (e.g. free of trash and debris) of their premises, 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.

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

Mayor Smith asked for a motion to approve Ordinance 2016-20, a motion was made by Council Member Shields seconded by Vice Mayor Brinkman. All in favor, Motion carried 4-0.

Clerk Caljean stated that said Ordinance 2016-12 was advertised in the Lake Worth Herald on August 18th and October 20, 2016. Mayor Smith asked the Village Attorney Torcivia to read the Ordinance by title.

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.

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 is proposed to expand development allowances and flexibility to create value-added opportunities along the South Congress Avenue corridor. The CHO is established in recognition of the 30,000+ students and 2,500 staff that attend and work at Palm Beach State College (a commuter campus) and the 500 doctors and 2200 health care professionals that provide care to patients at the 472-bed JFK Hospital (a full service surgical and emergency facility). Both institutions are located along south Congress Avenue and

there is a need for retail, restaurants and personal services in proximity to these important institutions.

The proposed Overlay would increase the maximum development potential to thirty-five (35) dwelling units per acre and 1.0 FAR for mixed use projects within the outlined area. This is an increase of 15 du/ac and 0.5 FAR over what is currently permissible. The allowances of the Overlay would only be utilized within a mixed-use planned development that fulfills the objectives of the CHO - to provide retail, restaurant and personal services or housing to support the nearby college and hospital uses.

The proposed ordinance was prepared by the Village Attorney and reviewed by the Land Development Director. The Land Development Board held a workshop during their June 14th meeting to discuss the proposed Overlay allowances, standards and restrictions. Further, the proposed comprehensive plan language was considered at their July 12th meeting and recommended approval. Additionally, the Board considered requests from two property owners with vacant parcels (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 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 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 were no comments from the public.

Mayor Smith asked for a motion to approve Ordinance 2016-12, a motion was made by Mayor Pro Tem Waller seconded by Vice Mayor Brinkman. Roll call vote, Motion carried 4-0.

Clerk Caljean stated that said ordinance was advertised in the Lake Worth Herald on September 29 and October 20, 2016. Mayor Smith asked the Village Attorney Torcivia to read the Ordinance by title.

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.

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)

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.

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 comments from the public.

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 4-0.

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 DEFINTION 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.

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 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.

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

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

Mayor Smith asked for a motion to approve Ordinance 2016-19, a motion was made by Vice Mayor Brinkman, seconded by Mayor Pro Tem Waller. Roll Call Vote, Motion carried 4-0.

10. Ordinance 2016-16 – (FIRST READING) Voluntary Annexation, Land Use & Rezoning (Small Scale) - 4178 10th Avenue North & 927 Greene Avenue

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.

Village Manager Reade stated that 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:

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

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.

Mayor Smith asked for a motion to approve Ordinance 2016-16, a motion was made by Mayor Pro Tem Waller, seconded by Council Member Shields. Motion carried 4-0.

11. Ordinance 2016-17 – (FIRST READING) Involuntary Annexation (§171.0413, F.S.) - Land Use & Rezoning (Small Scale) - 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.

Village Manager Reade stated 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:

Existing Future Land Use	Proposed Future Land Use	Existing Zoning	Proposed Zoning
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 the 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.

Mayor Smith asked for a motion to approve Ordinance 2016-17, a motion was made by

Mayor Pro Tem Waller, seconded by Vice Mayor Brinkman. Motion carried 4-0.

Vice Mayor Brinkman recused herself from discussion of the following Resolution 2016-75. Mayor asked the Clerk to swear in applicants who will be giving testimony on this item.

12. Resolution 2016-75 - Planned Development Site Plan Amendment (SPR16-07) – Preston Square (formerly Tonset) – South Congress Avenue and Lark Road

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.

Village Manager Reade stated that 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).

Fiscal Impact: The proposed 164 unit residential townhouse development is expected to increase the Village's property tax revenue upon completion.

Ken De la Tori from the Pulte Group gave a presentation of the planned development. Several models from Pulte, Centex is entry level, Pulte for the move-up buyer, Bosta is for empty-nesters, and Del-Web is an active adult community. We are proposing a traffic separator and markings and will be meeting with Department of Transportation. The property has a very strict requirement for drainage and recharge. Pulte met with Bahama Heights residents and addressed their concerns with upgrades to the site with a buffer and a better fence with more landscaping. The complex will have a fitness trail with fitness stations on site, with gazebos and pergolas' for bird watching. The roads will be maintained by the HOA and have gates to access the property. Gate on the north-east corner of the property can be accessed by a knock box for emergency vehicles only. The complex will have call boxes for residents at the gates. We received preliminary approval from Florida Department of Transportation. The plan consists of a thirty-two (32) foot roadway, five (5) foot sidewalk and four and one half (4.5) foot swale. On October 26, 2016 Pulte met with the residents of the Bahama Heights neighborhood and came to an agreement on the fencing six (6) foot and the height of the berm that will be installed. More layering of the landscaping in front of the exterior wall will be installed. Square footage of units are between 1,885 to 2,160 three (3) bedroom units. He presented the color schemes of the development. Council Member Shields had questions regarding the

fencing. They will install a six foot (6) aluminum fence. Mayor Pro Tem Waller had concerns regarding children and lighting in and around the lake. She also had concerns with cars pulling out onto Congress Avenue, they assured her that they are working closely with Florida Department of Transportation on this issue. The Mayor questioned the amount of parking spaces for the complex, five hundred and seventeen (517) spaces total, there will be fifty-three (53) guest spaces.

Mayor opened the meeting to the public. There were comments from the public.

Sharon Eastman of 2155 Prairie Road had concerns with water run-off on her property.

Ms. Sardis of 2870 Meadow Road was concerned with flooding.

Ken De La Tori stated that the development is keeping all drainage on the site.

Gerald Troy of 2720 West End Road was wondering when the wall will be installed.

A Pulte representative said they have already started the permitting process to have the walls installed as soon as possible.

Mayor Smith asked Mr. Torcivia to read resolution 2016-75. Mayor Smith asked for a motion to approve Resolution 2016-75, a motion was made by Mayor Pro Tem Waller, seconded by Council Member Shields. Motion carried 3-0. Vice Mayor Brinkman abstained.

13. Resolution 2016-74 - Abandonment of a 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 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 REPEALOF CONFLICTING RESOLUTIONS, PROVIDING FOR RECORDATION OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Village Manager Reade stated 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.

Land Development Director Glas-Castro explained the abandonment and the procedure that will need to follow.

Mayor Smith opened the meeting for public comment.

Douglas Swan, owner of 107 Price Street in favor of the abandonment.

Vice Mayor Brinkman had questions concerning the property.

Owners of the salvage yard are in favor of this abandonment.

Mayor Smith asked Mr. Torcivia to read resolution 2016-74. Mayor Smith asked for a motion to approve Resolution 2016-74, a motion was made by Mayor Pro Tem Waller, seconded by Council Member Shields. Motion carried 4-0.

ACTIONS AND REPORTS

Vice Mayor Brinkman explained that the Palm Beach County Metropolitan Planning Organization is expected to consider transitioning to an Independent Agency. She will know more after the meeting in December. It would cost the Village approximately $23,000. She will report back after the meeting.

14. Discuss Proposed Palm Beach County Metropolitan Planning Organization (MPO) Transition to an Independent Agency

Village Manager Reade reported that 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 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.

15. Approve 2017 Legislative Appropriations, Grants, Priorities & Issues- Village of Palm Springs

Village Manager Reade stated 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.

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.

Village Manager Comments

Met today with the Assistant County Administrator and discussed the 1/3 reimbursement for the roads, it is approximately $233,000.00. They are bringing it to the County Commission on November 22, 2016. The second item was the drainage easement on Kirk and Park, the County is ready to release that easement fully. However, the County would like us to carry part of the cost of the pipe. It is part of a future annexation area that would benefit the Village long term. The contractor will start on the new pedestrian bridge in the next couple of weeks. Movie night will be November 18th.

Kim Glas-Castro reported on additional turn lanes at Kirk Road and Forest Hill Blvd. that will start construction the week after Thanksgiving. We have safety concerns regarding Palm Springs Middle School and the crossing of students.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the meeting at 8:38 p.m.

Respectfully submitted,

_____
Mayor, Bev Smith

_____
Susan Caljean, Village Clerk

NEXT REGULAR MEETING:
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 of Palm Springs

Executive Brief

AGENDA DATE: December 8, 2016

DEPARTMENT: Public Service

ITEM #2: Approve Task Order #209 - Professional Engineering Services - Main Water Treatment Plant Filter Media Replacement Design and Construction Services - Eckler Engineering

SUMMARY: The Public Service Department is requesting approval of Task Order #209 with Eckler Engineering for the engineering design and construction services for the Village's Main Water Treatment Plant Filter Media Replacement.

The existing filter media at the Main Water Treatment Plant was installed in 1998 and has been in service for 18 years. In 2014 the filtration system manufacturer conducted a filter condition assessment and it was determined that the media was approaching the end of its useful life. As a result, the filter media is in need to be replaced.

Staff recommends the approval of the proposed Task Order #209 with Eckler Engineering in the amount of $37,900 for the design, bidding and engineering services as well as construction services for the filter media replacement at the Village's Main Water Treatment Plant. The proposed costs to provide these services are as follows:

- Engineering Design $16,300 (lump sum)
- Construction Services $21,600 (not-to-exceed)

Note: Eckler Engineering previously designed and supervised the rehabilitation of the filter system at the Pratt Plant.

It is estimated that the design work will take approximately four (4) months from the date the Task Order is authorized and construction will be completed by August 2017.

The proposed task order has been prepared by Eckler Engineering and reviewed by the Public Service Director, Finance Director and the Village Attorney.

FISCAL IMPACT:
Funding to support the proposed Task Order is available within the FY 2017 Budget - Water and Sewer Fund.

ATTACHMENTS:

1. Proposed Task Order #209 - Engineering Design and Construction Services - Main Water Treatment Plant Filter Media Replacement

ECKLER ENGINEERING, INC.

October 21, 2016
400-000.BD

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

Dear Mr. Harden:

Reference: Proposal for Engineering Services
Design and Construction Phases for the
Main WTP Filter Media Replacement
Eckler Engineering Task Order No. 209

Enclosed are two (2) copies of Task Order No. 209 outlining the engineering services required for design, bidding, and services during construction for the Main WTP Filter Media Replacement. Our Opinion of Probable Construction Cost for this project is $400,000.

Eckler Engineering proposes to provide the design phase services for the lump sum fee of $16,300 and the engineering services during construction on an hourly rate plus direct expenses basis not to exceed $21,600 without the additional authorization of the Village Council.

If this Task Order meets with your approval, please coordinate placing on the next available Village Council Agenda. Following Council approval, please return one executed copy and the necessary Village of Palm Springs purchase order to our office so that we may proceed with this project.

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

Sincerely,

Douglas K. Hammann, P.E.

Encl.

Y:\Documents\Village\400-000.BD\TO 209 Filter Media Replacement Main WTP\001 Harden.wpd

4700 RIVERSIDE DRIVE, SUITE 110
CORAL SPRINGS, FL 33067

954/510-4700
FAX 954/755-2741

VILLAGE OF PALM SPRINGS

CONSULTING SERVICE TASK ORDER

DATE: October 20, 2016

TASK ORDER NO. 209 FOR CONSULTING SERVICES

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

VILLAGE PROJECT NO. ECKLER ENGINEERING PROJ. NO. 400-071.01

PROJECT TITLE Main Water Treatment Plant Filter Media Replacement

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

I. PROJECT DESCRIPTION

A. The existing filtration media was installed in 1998 and has been in service now for 18 years. In 2014, the filtration system manufacturer, Leopold, conducted a filter condition assessment evaluation of the Main Water Treatment Plant filtration system. During this assessment evaluation, they found that the media was approaching the end of its useful life and some of the filter support gravel layers had been upset. Upset meaning that the layering of the filter support gravel has been dispersed and is no longer in accordance with the original design parameters. Based on the age of the system and results of the filter assessment completed by Leopold, the following scope of work is proposed:

1. Removal of the sand and anthracite filtration media from each of the six filter bays. Removal shall also include the media support gravel.

2. The existing filtration system structure and washwater troughs shall remain as existing.

3. Installation of new media retainer caps. These caps are similar to those recently installed at the R. L. Pratt Water Treatment Plant and replace the need for filter media support gravel.

4. Installation of new filter sand and anthracite in each of the six filter bays.

5. Disinfection, commissioning, and return to service of the six filter bays with new filtration media.

6. No structural concrete or architectural (coating) improvements are planned under this Task Order.

7. No other process improvements to the filtration system are planned under this Task Order.

II. SCOPE OF SERVICES

A. Design Phase

The Design Phase will include the following services:

Task D1 - Project Administration/Management

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

Task D2 - Data Gathering and Preliminary Coordination

This task focuses on obtaining the necessary preliminary information required to prepare detailed engineering plans and specifications.

1. Visit the site and review pertinent features that may impact design and/or construction.

2. Collect existing facility's data including field conditions, access, and other information needed to complete the design.

3. Meet with appropriate VILLAGE staff to discuss the project requirements.

Task D3 - Preliminary Design Report

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

Task D4 - Drawings and Engineering

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

Task D5 - Specification Preparation

1. Prepare Standard EJCDC (1996 Edition) Contract Forms, Bidding Documents and Contract Conditions required for this project.

2. Prepare technical specifications required for this project in Division 1 through Division 16. These specifications, utilizing the CSI format, will be prepared and will consist of written technical descriptions of materials, equipment and construction systems, standards and workmanship required for this project as developed by ENGINEER. A tentative list of specification sections to be prepared for this project is presented in Table 2.

Task D6 - Permit Preparation Assistance

This task consists of the preparation of the following construction permit application submittals:

1. No regulatory permits are anticipated. Work required is maintenance replacement per FAC 62-555.520.(1).(c).1.

   Any additional permits required beyond the above will be considered as outside the scope of this proposal.

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

Prepare the 100% and final completion level(s) opinion of probable construction cost for new facilities and improvements proposed under this project.

Task D8 - Bidding Assistance Services

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

1. Assist with the coordination of the bidding documents, the advertisement for bids, respond to communications from contractors, and issue addenda information as required.

2. Prepare electronic bid documents for distribution by the Village Clerk's office. Bidding documents shall be in .pdf format on CD.

3. Attend the prebid meeting and prepare/distribute minutes to registered bidding contractors.

4. Attend the bid opening and tabulate the bids provided by interested contractors.

Task D9 - Bid Evaluation and Recommendation of Award Assistance

This task shall consist of the review and evaluation of the bids and the recommendation of a bidder for award of a contract. A recommendation of award letter shall be prepared and submitted to VILLAGE.

Task D10 - Submit and Review (Quality Control)

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

1. 100% Drawings and Specifications.

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

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

B. Construction Phase

Task C1 – Project Administration/Management

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

Task C2 - Preconstruction Activities Prior to Notice to Proceed

After issuance of a Notice of Award by VILLAGE, assist in the preparation and signing of the Contract Documents. The ENGINEER will also undertake other preconstruction activities which include attending the preconstruction conference meeting and assisting the Contractor in finalizing the permits required for the construction of this project by providing the required number of signed/sealed drawing sets.

Task C3 - Consult and Advise

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

Task C4 - Review Shop Drawings

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

Task C5 - Review Pay Requests and Schedules

Review estimated three (3) monthly pay requests and make recommendations for payment to VILLAGE. Monthly pay requests will be reviewed in the field and an agreement reached between the Contractor, VILLAGE's project representative(s), and the ENGINEER prior to formal submittal to VILLAGE for payment. Review the Contractor's preliminary and monthly progress schedules through completion.

Task C6 - Perform Periodic and Milestone Inspections

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

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

Task C7 - Progress Meetings

This task not required.

Task C8 - Contract Modifications

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

Task C9 - Project Closeout

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

1. ENGINEER shall prepare record drawings based on Contractor's field data.

2. ENGINEER shall submit record documents to VILLAGE.

3. ENGINEER shall attend the final project reconciliation meetings with VILLAGE and the Contractor.

Task C10 - Regulatory Agency Documentation and Project Closeout Submittals

This task is not required.

Task C11 - Special Services

The ENGINEER shall, when requested, provide special services during construction consisting of the following items:

Resident Services

To monitor that project is constructed in complete conformance with the Contract Documents.

Services which will be provided by the ENGINEER's resident project representative will consist of the following:

Make periodic on-site field observations of the Contractor's performance. The limits of the authority of the on-site representative are as defined within the Construction Contract Documents.

1. Observe any tests and review the results of tests required of the Contractor by the Contract Documents.

2. Observe the placement of reinforcing steel and all concrete pours. Observe the construction of all piping and equipment placement.

3. Test and check out the operation of all equipment and controls.

4. Assist in the development of punch lists in conjunction with the milestone inspections to determine if the project has achieved Substantial and Final Completion and that the work has been completed in general conformance with the Contract Documents.

5. In order to estimate the efforts of the ENGINEER's project representative, it is anticipated that a person would need to visit the project site twenty (20) times, approximately 4 hours per visit.

III. TIME OF PERFORMANCE

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

IV. PROJECT DELIVERABLES

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

V. COMPENSATION

As consideration for providing the services enumerated in Article 1, the VILLAGE shall pay the ENGINEER fees as described below:

A. Design Phase

1. For services enumerated in Part II. A. - Design Phase, Tasks D1 through D10, the lump sum fee of $16,300 per Table 5.

B. Construction Phase

1. For services enumerated in Part II. B. - Construction Phase, Tasks C1 through C11, the hourly rates specified in the First Amendment to Professional Services Agreement (Engineering Services) dated May 3, 2016 for personnel working directly on the project plus direct expenses in connection therewith, not to exceed $21,600 without prior Council approval. Eckler Engineering will submit monthly invoices payable by person, hours worked, and hourly rates, plus direct expenses for these engineering services. Any unused portion of this estimated not-to-exceed fee will not be billed to the VILLAGE.

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

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

1. Payment of permitting fees.

2. Special inspection services during construction if requested by Building Official.

3. Services not specifically indicated in this Task Order.

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VI. AGREEMENT REFERENCE

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

ECKLER ENGINEERING, INC.

By: _____

Print Name: Douglas K. Hammann, P.E.

Title: Vice President

VILLAGE OF PALM SPRINGS

By: _____

Date: _____

Village Attorney's Office

Approved as to form and legality

By: _____

TABLE 1

TASK ORDER NUMBER 209
MAIN WTP FILTER MEDIA REPLACEMENT

TENTATIVE LIST OF DRAWINGS

Drawing Sheet No.	Title
General	
	Cover sheet
G-1	Project Location Map & Index to Drawings
G-2	General Notes, Abbreviations and Symbols
G-3	Design Criteria
Civil	
C-1	Overall Site Plan
C-2	Existing Filter Demolition Plan
C-3	Existing Filter Demolition Details and Section
Mechanical	
M-1	Filter Plan
M-2	Filter Sections and Details

(Remainder of page left blank intentionally.)

TABLE 2

TASK ORDER NUMBER 209
MAIN WTP FILTER MEDIA REPLACEMENT

TENTATIVE LIST OF SPECIFICATIONS

SECTION NO.	TITLE
PART 1	**BIDDING REQUIREMENTS**
00030	Invitation to Bid
00100	Instructions to Bidders
00300	Bid Submission Checklist
00310	Bid Form
00315	Bidder's Qualification Questionnaire
00320	Electronic File(s) Disclaimer
00410	Bid Bond
00415	Public Entity Crimes
00420	Drug-Free Workplace
00425	Non-Collusive Affidavit
PART 2	**CONTRACT FORMS**
00500	Agreement
00610	Performance Bond
00620	Payment Bond
PART 3	**CONTRACT CONDITIONS**
00705	General Conditions
00815	Supplementary Conditions
PART 4	**SPECIFICATIONS**
	Division 1 - General Requirements
01005	General Requirements
01010	Summary of Work
01200	Project Meetings
01300	Submittals
01500	Construction Facilities and Temporary Controls
01700	Contract Closeout
01720	Project Record Documents
01740	Warranties and Bonds

Division 2 - Sitework

02072	Demolition
02500	Restoration and Cleanup

Division 3 - Concrete

03300	Concrete
03600	Grout

Division 4 - 10 - Not Used

Division 11 – Equipment

11380	Filtration System

Division 12 - 16 - Not Used

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TABLE 3

TASK ORDER NUMBER 209
MAIN WTP FILTER MEDIA REPLACEMENT

PRELIMINARY PROJECT SCHEDULE

Activity	Duration (Days)	Cumulative Time (Days)
Authorization to Proceed	0	0
Submit Plans and Specifications (100% Submittal)	21	21
Receive VILLAGE Review Comments	7	28
Finalize Contract Documents	7	35
Permitting	0	35
Bidding Coordination	7	42
Bidding and Award	60	102
Construction (Final Completion)	120	222
Project Closeout	14	236

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

(Remainder of page left blank intentionally.)

TABLE 4

TASK ORDER NUMBER 209
MAIN WTP FILTER MEDIA REPLACEMENT

LIST OF PROJECT DELIVERABLES

DESIGN PHASE

A. 100% Design Submittal

1. One (1) set of 11" x 17" Drawings, 100% complete.
2. One (1) set of Specifications, 100% complete.
3. 100% Completion Estimate of Probable Construction Cost.

B. Bidding (Final) Coordination Submittal

1. One (1) set of 11" x 17" Drawings (Final).
2. One (1) set of Specifications (Final).
3. One (1) Final Completion Estimate of Probable Construction Cost.
4. Ten (10) CD's with bid documents in .pdf format.

BIDDING SERVICES

A. Pre-Bid

1. Pre-bid Meeting Minutes.
2. Addenda, as required to the VILLAGE and/or Contractors.

B. Post Bid

1. Bid Tabulation.
2. Recommendation of Award Letter.
3. Contractor Notice of Tentative Award.

CONSTRUCTION PHASE

A. Pre-Construction

1. Three (3) sets of 11" x 17" drawings and specifications for CONTRACTOR's use during construction.

2. Three (3) sets of drawings (11" x 17") and specifications for VILLAGE's use during construction.

3. Pre-construction conference meeting agenda and minutes.

B. Shop Drawings

1. Copies of accepted and final shop drawings.

C. Construction Inspection

1. Site visit reports will be provided for each site visit in accordance with Task(s) C6 and C11 of this Task Order.

D. Progress Meetings

1. N/A

E. Contract Modifications

1. Four (4) copies of all completed contract modifications.

F. Pay Requests

1. Copies of reviewed and approved partial and final pay request applications.

G. Record Drawings and Project Closeout

1. Two (2) sets of record drawings.

2. Two (2) CD's with record drawings in .pdf and ACAD formats.

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VILLAGE OF PALM SPRINGS

MAIN WATER TREATMENT PLANT FILTER MEDIA REPLACEMENT
TASK ORDER NO. 209
TABLE 5

DATE: October 24, 2016

I. DESIGN PHASE

	TASK DESCRIPTION	PERSONNEL										
		Principal	Engineer 8	Engineer 5	Engineer 4	Engineer 3	Engineer 1	Technician 4	Technician 3	Technician 2	Resident	Administrative
D1	Project Administration / Management	3	3									3
D2	Data Gathering and Preliminary Coordination		3			3						
D3	Not Used											
D4	Drawings and Engineering		5			14			45			
D5	Specification Preparation		3			3						3
D6	Not Used											
D7	Final Opinion of Probable Construction Cost					4						
D8	Bidding Assistance Services		12									8
D9	Bid Evaluation and Recommendation of Award Assistance		2									2
D10	Submit and Review (Quality Control)		4									2
D11	Not Used											
D12	Not Used											
	Total Hours	3	32	0	0	24	0	0	45	0	0	18
	Rate	$205.00	$195.00	$137.00	$123.00	$107.00	$91.00	$121.00	$110.00	$92.00	$102.00	$78.00
	Sub-Total Labor	$615.00	$6,240.00	$0.00	$0.00	$2,568.00	$0.00	$0.00	$4,950.00	$0.00	$0.00	$1,404.00
									TOTAL DESIGN PHASE LABOR			$15,777.00

II. REIMBURSABLE EXPENSES DESIGN PHASE

EXPENSE ITEM	EXPENSE TYPE	UNIT	No. OF UNITS	COST PER UNIT	TOTAL COST
1	REPRODUCTION				
	Half Size drawings (11"x17")	EA	3	$4.50	$13.50
	Full Size drawings (22"x34")	EA	0	$10.44	$0.00
	Specification Booklets	EA	3	$50.00	$150.00
	Prepare CD's (Bid Documents)	EA	10	$10.00	$100.00
2	PHOTOCOPIES	EA	200	$0.20	$40.00
3	PLOTTING				
	22 X 34 (SET UP)	EA	9	$3.00	$27.00
	11 X 17 (SET UP)	EA	18	$3.00	$54.00
4	TRAVEL				
	MILEAGE	MILE	288	$0.545	$156.96
	TOLLS	EA	4	$3.30	$13.20
5	SUBCONSULTANTS				
	SURVEY	LS	0	$0.00	$0.00
	ELECTRICAL	LS	0	$0.00	$0.00
	STRUCTURAL	LS	0	$0.00	$0.00
	GEOTECHNICAL	LS	0	$0.00	$0.00
	HYDROGEOLOGIC	LS	0	$0.00	$0.00
	PERMIT FEES	LS	0	$0.00	$0.00
	SOFT DIGS	LS	0	$0.00	$0.00
				TOTAL DESIGN PHASE EXPENSES	$554.66

GRAND TOTAL	$16,332.00
USE	$16,300.00

VILLAGE OF PALM SPRINGS

MAIN WATER TREATMENT PLANT FILTER MEDIA REPLACEMENT
TASK ORDER NO. 209
TABLE 6

I. CONSTRUCTION PHASE

DATE: October 24, 2016

	TASK DESCRIPTION	PERSONNEL										
		Principal	Engineer 8	Engineer 5	Engineer 4	Engineer 3	Engineer 1	Technician 4	Technician 3	Technician 2	Resident	Secretary
C1	Preconstruction Activities Prior to NTP	4	4									4
C2	Preconstruction Activities Prior to NTP		4			4						2
C3	Consult and Advise		2									
C4	Review Shop Drawings		2.5			10						5
C5	Peview Pay Requests and Schedules		0			6						1.5
C6	Perform Periodic and Milestone Inspections		8			8						4
C7	Progress meetings											
C8	Contract Modifications		2			2						2
C9	Project Closeout		2			2			4.5			2
C10	Regulatorty Agency Documentation and Project Closeout Submittals											
C11	Special Services										80	10
C12	Not Used											
	Total Hours	4	24.5	0	0	32	0	0	4.5	0	80	30.5
	Rate	$205.00	$195.00	$137.00	$123.00	$107.00	$91.00	$121.00	$110.00	$92.00	$102.00	$78.00
	Sub-Total Labor	$820.00	$4,777.50	$0.00	$0.00	$3,424.00	$0.00	$0.00	$495.00	$0.00	$8,160.00	$2,379.00
									TOTAL LABOR		$20,055.50	

II. REIMBURSABLE EXPENSES CONSTRUCTION PHASE

EXPENSE ITEM	EXPENSE TYPE	UNIT	No. OF UNITS	COST PER UNIT	TOTAL COST
1	REPRODUCTION				
	Half Size Drawings (11" x 17")	EA	6	$4.50	$27.00
	Full Size Drawings (22" x 34")	EA	0	$10.44	$0.00
	Specification Booklets	EA	6	$45.00	$270.00
2	PHOTOCOPIES	EA	200	$0.25	$50.00
3	PLOTTING				
	22 X 34 (SET UP)	EA	9	$15.00	$135.00
	11 X 17 (SET UP)	EA	9	$3.00	$27.00
4	TRAVEL				
	MILEAGE	MILE	1,800	$0.545	$981.00
	TOLLS	EA	25	$3.30	$82.50
5	SUBCONSULTANTS				
	SURVEY	LS	0	$0.00	$0.00
	ELECTRICAL	LS	0	$0.00	$0.00
	STRUCTURAL	LS	0	$0.00	$0.00
	GEOTECHNICAL	LS	0	$0.00	$0.00
	ARCHITECTURAL	LS	0	$0.00	$0.00
	HVAC	LS	0	$0.00	$0.00
				TOTAL EXPENSES	$1,572.50

GRAND TOTAL	$21,628.00
USE	$21,600.00

Village of Palm Springs

Executive Brief

AGENDA DATE: December 8, 2016

DEPARTMENT: Public Service

ITEM #3: Approve 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 Lake Worth Drainage District's (LWDD) 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., property at the southeast corner of Congress and 10th Avenue and the former Ben's Steakhouse property) and the City of Lake Worth has provided the Village with permission to provide sewer service to these properties and promote re-development.

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 Finance Director.

FISCAL IMPACT:
Funding to support the proposed acquisition of this utility service area is available within the Water and Sewer Fund - Unrestricted Cash.

ATTACHMENTS:

1. Interlocal Agreement - Utility System Transfer - City of Lake Worth

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 Florida municipal corporation (hereinafter "Village").

W I T N E S S E T H

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 153 and 166, 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 within the City of Lake Worth, Florida, and outside its corporate limits; 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 service areas within their respective jurisdictions (the "Utility Service Areas"), and the City also provides Utility Service to a portion of the Village; and

WHEREAS, the City wishes to transfer and the Village agrees to accept a certain portion of the City's Utility Service Area and associated assets utilized in the provision of Utility Service ("Utility Assets") as more specifically defined herein (the City's Utility Service Area and Utility Assets to be transferred to the Village shall be collectively referred to as the "Transfer Area 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 is expressly contingent upon the approval of the City Commission for the City of Lake Worth, and the Village Council for the Village of Palm Springs. The Agreement shall become effective on the date it is signed by the last of the parties.

3. **Term.** The obligations of the parties set forth in Sections 5 and 6 shall terminate as of the Closing Date unless otherwise stated therein. All other obligations of the parties under this Agreement shall survive Closing.

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 the Transfer Area Utility System 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. Requests for extension will not be unreasonably withheld, delayed, denied or conditioned. Closing shall occur at a location mutually acceptable to both parties.

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 Utility System" is that area, and those assets, 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, and includes, but is not limited to, all water supply, treatment, storage, distribution, and transmission facilities such as pumps, plants, wells, tanks, lift stations, transmission mains, distribution mains, supply pipes, valves, meter boxes, service connections and all other physical facilities, equipment and

property installations owned by City or to which City possesses rights to use in connection with the Utility System.

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 transfer 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.

The City acknowledges that the Village must install necessary piping and associated Utility Assets for water and wastewater on private property in order to connect Village Utility Service to the Transfer Area. The Village shall use best efforts to complete installation of the necessary piping and associated Utility Assets within one hundred eighty (180) days from the Effective Date of this Agreement. However, the City acknowledges that reasonable requests for extension of time from the Village may occur. Requests for extension will not be unreasonably withheld, delayed, denied or conditioned.

B. 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. City shall identify any City Developer Agreements which are not transferable; which require third party consents for the assumption by Village; which the Developer has pre-paid Connection Charges; and the amount of any such pre-paid Connection Charges. 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 failure to perform these 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, and the associated Utility Assets as more specifically defined in attached **Exhibit "A"**. 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".** Village is purchasing the Transfer Area Utility System "As Is". Village agrees to pay recording fees, if any, to record any instruments necessary to effectuate said transfer.

a. Assumed Liabilities of the Village. On the Closing Date, the Village shall assume and agree to discharge only the following Liabilities of Seller (the "Assumed Liabilities"):

1. All liabilities of the Transfer Area Utility System incurred after the Closing Date;
2. Any liability of the Village under this Agreement or any other document executed by Village in connection with this Agreement that survives Closing;
3. Any liability based upon the Village's acts or omissions after the Closing Date; and

4. Any liability arising from or related to the ownership, construction, operation and maintenance of the Transfer Area Utility System after the Closing Date.

b. Excluded Liabilities of Village. Notwithstanding the foregoing, the following shall not constitute liabilities assumed by the Village:

1. The Village does not assume any debts, liabilities, obligations or other financial or service obligations of City, except as may be expressly provided in this Agreement. Village does not assume and shall not be liable for any expense, assessment, exposure, fine, penalty, liability, act or omission of any kind whatsoever imposed or required by any third party, whether known or unknown, contingent, liquidated or not liquidated, arising or accruing under the law, and arising or accruing before or after the Closing Date where the operative act or omission was that of or attributable to the City for its actions prior to the Closing Date. Nothing herein shall be construed to prevent or limit the City from contesting or defending against any such alleged liabilities or obligations.

The Assumed Liabilities and Excluded Liabilities provision shall expressly survive Closing.

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 Transfer Area Utility System. Prior to or on the Closing Date, City shall deliver to Village the Assignment of Easements, if applicable.

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.

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, equipment manuals, warranties, 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 prior to the Closing Date and for one hundred twenty (120) days after the Closing Date. 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.

City and Village shall, after the Closing Date, upon reasonable request of the other party and at no cost to the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such further documents, acts, deeds, easements, assignments, and transfers as may be required in order to implement and perform any of the obligations, covenants and agreements of the parties arising from this Agreement, and/or to permit Village to operate and maintain the Transfer Area Utility System.

5.2.6 Representations and Warranties of City: As a material inducement to the Village executing this Agreement and performing its obligations hereunder, City represents and warrants to Village that as of the Closing Date:

1. City has good and marketable title to the Transfer Area Utility System. The Transfer Area Utility System is not subject to any mortgage, pledge, lien, charge, security interest, encumbrance, encroachment or restriction except those expressly disclosed in this Agreement and accepted by Village. Other than as set forth in this Agreement, City makes no representation as to the condition of the Transfer Area Utility System.

2. City has exclusive possession, control and ownership to the Transfer Area Utility System.

3. Environmental Law Compliance. "Environmental Laws" means any federal, state, or local statute, order, regulation, ordinance or other law relating to the protection of human health, wellfields or the environment in effect as of the Closing Date, and any conditions or requirements contained in any permits possessed by City from any federal, state or local agencies necessary to operate

the Transfer Area Utility System. With respect to the Transfer Area Utility System:

a. City is in material compliance with all applicable Environmental Laws and has no material liability thereunder, and there is no reasonable basis to believe that any such liability exists;
b. City has obtained all permits required, or has submitted application renewals for such permits in a timely manner, under applicable Environmental Laws, necessary for the operation of the Transfer Area Utility System; and
c. City has received no oral or written notice within the last three (3) years of the violations or alleged violations of Environmental Laws relating to the Transfer Area Utility System.

4. There are no current actions, suits or proceedings at law or in equity pending or, to City's knowledge, threatened against City which affect the Transfer Area Utility System or City's right and ability to make and perform this Agreement.

5. There are no known defects to the Utility Assets within the Transfer Area Utility System except those expressly disclosed in this Agreement and accepted by Village.

The representations and warranties of City contained herein shall expressly survive Closing.

5.3 Valuation of Utility Service Areas/Payment of Difference. The Village and City agree on the values assigned to Transfer Area Utility System as more fully set forth in **Exhibit "C",** which is attached hereto and incorporated herein. Pursuant to those values, Village shall remit to the City a lump sum of $205,420.73.

6. **<u>City Conduct Pending Closing</u>** 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 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 subject to available administrative remedies pursuant to Chapter 120, Florida Statues, or any administrative judicial procedures or proceedings applicable to particular permits,;

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 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 subject to available administrative remedies pursuant to Chapter 120, Florida Statutes, or any administrative or judicial procedures or proceedings applicable to particular permits.

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 intentionally fail to comply with all of the Transfer Area Utility System's permit requirements subject to available administrative remedies pursuant to Chapter 120, Florida statutes, or any administrative or judicial procedures or proceedings applicable to particular permits; 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 of 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 Village's 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 City's or 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 transfer 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. The 90 days may be extended in the event that the defaulting party is exercising due diligence in curing the default. 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 - Venue.** 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, resolution of such dispute shall be governed by the provisions of Chapter 164, Florida Statutes and the mediation procedures 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, superseded or otherwise altered, except by written instrument executed by the parties.

21. **Palm Beach County Office of the Inspector General.** Pursuant to Ordinance No. 2011-009, 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 and Village contracts, transactions, accounts and records. All parties doing business with the City and Village 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.

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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

_____
Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Christy Goddeau, City Attorney

VILLAGE OF PALM SPRINGS, FLORIDA BY ITS VILLAGE COUNCIL

By: _____
Susan M. Caljean, Clerk

By: _____
Bev Smith, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

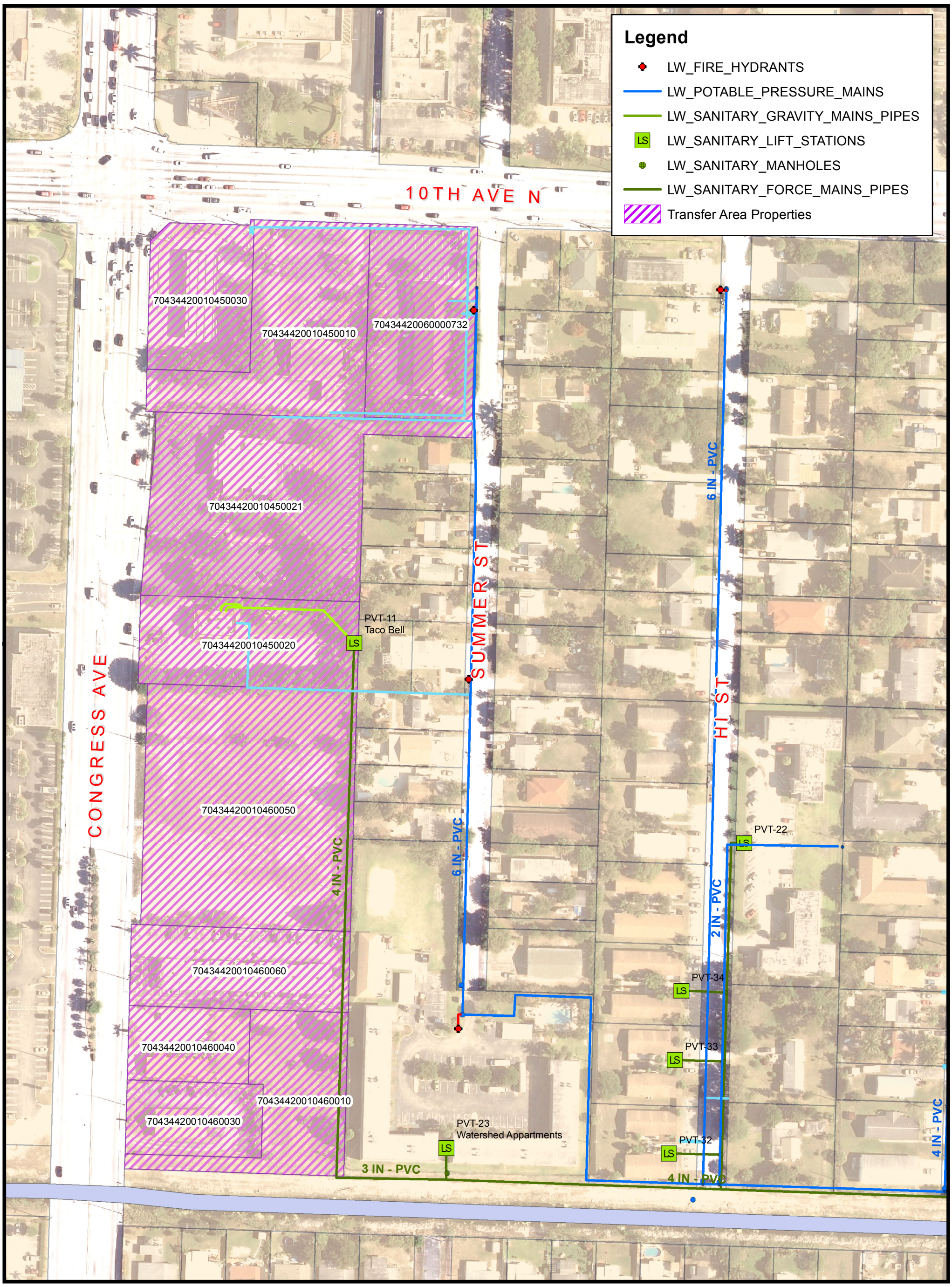
BY: _____
Glen J. Torcivia, Village Attorney

(SEAL)

EXHIBIT "A"

TRANSFER AREA UTILITY SYSTEM

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:

_____
Pamela J. Lopez, City Clerk

_____
Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Christy Goddeau, City Attorney

EXHIBIT "C"
VALUES

Exhibit C:
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
TOTAL:							$ 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

Village of Palm Springs

Executive Brief

AGENDA DATE: December 8, 2016

DEPARTMENT: Public Service

ITEM #4: Resolution No. 2016-82 - Interlocal Agreement - MS4 National Pollution Discharge Elimination System (NPDES) Permit - Northern Palm Beach County Improvement District

SUMMARY: In 1996, the Village of Palm Springs became one of approximately 40 governmental entities to be jointly designated by the U.S. Environmental Protection Agency (EPA) as the Palm Beach County Municipal Separate Storm Sewer System (MS4). Operations of this system are governed under an EPA issued National Pollution Discharge Elimination System (NPDES) permit (Permit No. FLS000018).

From the initial creation of the MS4, it was determined that it would be more economically and administratively feasible to allocate duties, responsibilities and costs associated with compliance of the MS4 NPDES permit among the individual agencies/cities. The Village of Palm Springs is a co-permittee and the Northern Palm Beach County Improvement District is the lead permittee under the MS4 permit.

In 2011, the Village entered into the NPDES Third Term Permit Interlocal Agreement, which expired on March 1, 2016. The Florida Department of Environmental Protection issued a new five-year MS4 NPDES Fourth Cycle Permit on September 8, 2016 and, thus, the Village is required to consider entering into a new Interlocal Agreement with the Northern Palm Beach County Improvement District to ensure all aspects of the permit are met.

The proposed Interlocal Agreement, if approved, would automatically renew from year to year unless written notice of non-renewal is provided at least thirty days prior to the end of the funding year (October 1st to September 30th). This agreement is substantially the same as the Third Term Agreement, but the Village's annual payment is increased from $5,828 to $10,025.

The proposed Interlocal Agreement has been reviewed by the Public Service Director and the Village Attorney and is recommended for approval.

FISCAL IMPACT:
The Village's portion of the annual permit fee ($10,025) is provided within the Village's FY 2017 Budget - Stormwater Fund.

ATTACHMENTS:

1. Resolution No. 2016-82
2. Proposed National Pollution Discharge Elimination System (NPDES) Permit Interlocal Agreement

RESOLUTION No. 2016-82

A RESOLUTION OF THE VILLAGE OF PALM SPRINGS APPROVING AND AUTHORIZING EXECUTION OF A NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM FOURTH CYCLE PERMIT INTERLOCAL AGREEMENT WITH NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT, THE LEAD PERMITEE

WHEREAS, NORTHEN PALM BEACH COUNTY IMPROVEMENT DISTRICT ("District") is an independent special district of the State of Florida, operating in accordance with the provisions of Chapter 2000-467, Laws of Florida, as amended and supplemented, and applicable provisions of Chapter 298, Florida Statutes; and

WHEREAS, the District is the lead Co-Permittee for the Palm Beach County NPDES program; and

WHEREAS, the Village of Palm Springs is one of the Co-Permittees with the District in regard to the subject Palm Beach County NPDES program; and

WHEREAS, the NPDES Permit authorizes certain activities to be conducted through cooperative efforts via interlocal agreements; and

WHEREAS, the Village of Palm Springs and the District wish to enter into the attached interlocal agreement which sets forth each party's respective duties and obligations pertaining to the Palm Beach County NPDES program.

NOW, THEREFORE, the Village of Palm Springs does hereby approve and authorize as follows:

1. The attached Fourth Cycle Permit Interlocal Agreement between the District and the Village of Palm Springs is hereby approved.

2. This Resolution shall take effect immediately upon its adoption.

Adopted: December 8, 2016

_____
Mayor Bev Smith

Attest:

_____
Susan M. Caljean
Village Clerk

CALDWELL PACETTI EDWARDS SCHOECH & VIATOR LLP

ATTORNEYS AT LAW

MANLEY P. CALDWELL, JR.
KENNETH W. EDWARDS
CHARLES F. SCHOECH
MARY M. VIATOR
WILLIAM P. DONEY
FRANK S. PALEN
JOHN A. WEIG

OF COUNSEL
BETSY S. BURDEN
RUTH P. CLEMENTS

1555 PALM BEACH LAKES BLVD.
SUITE 1200
WEST PALM BEACH, FLORIDA 33401

PARALEGAL
EMILIE PEARSON, CP

www.caldwellpacetti.com

TELEPHONE: (561) 655-0620
TELECOPIER: (561) 655-3775

October 31, 2016

VIA U.S. MAIL

Ms. Angela Thul
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Re: NPBCID/Lead Permittee-NPDES Fourth Cycle Permit Interlocal Agreement

Dear Ms. Thul:

Enclosed please find the following:

1. A proposed **Interlocal Agreement** to be executed with NPBCID per NPDES Fourth Cycle Permit;
2. A copy of the previously executed **Third Term Permit Interlocal Agreement** for your reference; and
3. A sample **Resolution** approving Item No. 1.

Please make two (2) copies of Item No. 1 for a total of three (3) Agreements. Have the three (3) Agreements approved and signed by the appropriate representatives. Then return all three (3) by U.S. Mail to the office address above as soon as possible. We will then have them executed by the Lead Permittee and one original filed with the Clerk of Court. One fully executed Agreement will be returned to you for your files.

Please let us know if you have any questions concerning the above.

Sincerely,

Emilie Pearson for

Betsy S. Burden, Esq.

Enclosures

MS4 NPDES FOURTH CYCLE PERMIT
INTERLOCAL AGREEMENT

This MS4 NPDES Fourth Cycle Permit Interlocal Agreement (the "Agreement") is being entered into by and between NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT, 359 Hiatt Drive, Palm Beach Gardens, Florida 33418 (hereinafter referred to as the "Lead Permittee"), and VILLAGE OF PALM SPRINGS (hereinafter referred to as "the Co-Permittee").

WITNESSETH:

WHEREAS, the United States Environmental Protection Agency (hereinafter referred to as "EPA") on the 9th day of December, 1996, issued its National Pollutant Discharge Elimination System ("NPDES") Permit No. FLS000018 (with it and all such subsequent permits being hereinafter referred to as the "MS4 NPDES Permit") to approximately forty (40) governmental entities designated as the Palm Beach County-Municipal Separate Storm Sewer System ("MS4") Permittees (hereinafter referred to jointly as the "Permittees"); and

WHEREAS, EPA has since delegated its regulatory and enforcement authority relating to the MS4 NPDES Permit to the Florida Department of Environmental Protection ("FDEP"); and

WHEREAS, Section 403.0885, Florida Statutes, established the federally approved state NPDES Program; and

WHEREAS, FDEP Rule 62-4.052, F.A.C., implemented an annual regulatory program and also set fees to effect the legislative intent that FDEP's costs for administering the NPDES Permit be borne by the regulated entities; and

WHEREAS, at or before the expiration of each MS4 NPDES Permit, the Permittees must file a re-application to FDEP for renewal of the MS4 NPDES Permit for a subsequent term; and

WHEREAS, the MS4 NPDES Permits granted by FDEP to the Permittees contain separate obligations and responsibilities for each individual Permittee, as well as obligations and responsibilities that may be performed jointly by the Permittees; and

WHEREAS, the Permittees previously established a 7-member Steering Committee comprised of two (2) representatives of large municipalities, two (2) representatives of smaller municipalities, one (1) representative of special districts, one (1) representative from Palm Beach County, and the Lead Permittee, which Committee will continue to coordinate the joint activities conducted under the MS4 NPDES Permit, including but not limited to recommending to the Lead Permittee retention of necessary consultants to execute each MS4 NPDES Permit; and

WHEREAS, due to the number of Permittees and the tasks that must be performed pursuant to each MS4 NPDES Permit, it has been previously determined that it would be more economically and administratively feasible to allocate duties, responsibilities, and costs associated with the MS4

NPDES Permits pursuant to individual interlocal agreements between each Co-Permittee and the Lead Permittee; and

WHEREAS, the parties hereto have previously entered into interlocal agreements regarding the MS4 NPDES Permit, most recently a Third Term Permit Interlocal Agreement, which agreement continues from year to year, subject to the annual Funding Year renewal process set forth in Section 3.03 of said agreement, unless otherwise terminated in accordance with other provisions of said agreement; and

WHEREAS, the MS4 NPDES Third Term Permit expired March 1, 2016; and

WHEREAS, the Permittees timely submitted a re-application for a permit renewal, thereby administratively continuing the MS4 NPDES Third Term Permit until such time as a new NPDES permit was issued; and

WHEREAS, FDEP issued an MS4 NPDES Permit for a Fourth Cycle, hereinafter referred to as the "MS4 NPDES Fourth Cycle Permit", on September 8, 2016; and

WHEREAS, Section 4.02 of the NPDES Third Term Permit Interlocal Agreement provides, in pertinent part, that any changes, modifications, revisions, or additions to the terms of the MS4 NPDES Permit made subsequent to the Effective Date of that agreement, are expressly excluded from and not a subject of said agreement unless and until agreed to by written agreement of the parties; and

WHEREAS, the MS4 NPDES Fourth Cycle Permit contains several changes, modifications, revisions, or additions to the terms of the MS4 Third Term Permit, thereby necessitating this MS4 Fourth Cycle Permit Interlocal Agreement in lieu of an amendment to the prior agreement; and

WHEREAS, the parties hereto are authorized pursuant to Chapter 163, Part I, Florida Statutes, as amended, to enter into this Agreement and do hereby adopt, ratify and confirm the provisions and incorporation herein of Subparagraph (9), Section 163.01, Florida Statutes.

NOW, THEREFORE, in accordance with Chapter 163, Part I, Florida Statutes, as amended, the undersigned parties, for and in consideration of the mutual benefits set forth herein, do hereby enter into this Agreement and represent, covenant, and agree with each other as follows:

SECTION ONE
REPRESENTATIONS

1.01. Recitals. The recitals and representations as set forth hereinabove are true and correct to the best of the knowledge of the parties and are incorporated herein by this reference.

SECTION TWO
DESIGNATION OF PARTIES

2.01. Lead Permittee. Northern Palm Beach County Improvement District is hereby designated as the Lead Permittee for the purposes of this Agreement and each MS4 NPDES Permit.

2.02. Co-Permittee. The Village of Palm Springs is hereby designated as a Co-Permittee for the purposes of this Agreement and each MS4 NPDES Permit.

SECTION THREE
TERM OF AGREEMENT

3.01. Agreement Term. The term of this Agreement begins as of the date it is signed by the last of the parties, and shall continue from year to year, subject to the annual Funding Year (as hereinafter defined) renewal process set forth in following Section 3.03, unless otherwise terminated in accordance with other provisions of this Agreement. The parties to this Agreement shall undertake a mutual review of this Agreement during the final year of the term of each Permit.

3.02. Funding Year. The term "Funding Year" is defined as a fiscal year beginning on October 1 and ending on September 30.

3.03. Renewal. This Agreement shall be automatically renewed as of the beginning date of each Funding Year and continue in full force and effect from Funding Year to Funding Year, unless: (i) a party to this Agreement provides written notice of non-renewal to the other party at least thirty (30) days prior to the end of the then-current Funding Year, or (ii) the Agreement has been previously terminated as provided herein.

SECTION FOUR
SCOPE OF WORK AND ALLOCATION OF DUTIES AND OBLIGATIONS

4.01. Allocation of Duties and Obligations

(i) The Lead Permittee shall be responsible for those duties and obligations which are specifically identified and delineated in Exhibit "A" which is attached hereto and incorporated herein (the "Lead Permittee Services"). The Lead Permittee Services may be revised from time to time as required by the MS4 NPDES Permit. Any such revisions shall be agreed to in writing by the Co-Permittee and incorporated into Exhibit "A" and made a part of this Agreement. All revisions to Exhibit "A" shall be attached sequentially to the original Agreement so that all modifications to the Lead Permittee Services that occur over time may be determined.

(ii) The Co-Permittee shall be responsible for such other duties and obligations which are specifically identified as being its individual responsibility in the MS4 NPDES Permit.

4.02. Modifications to MS4 NPDES Permit

In accordance with Section 403.067, Florida Statutes, MS4 NPDES permits must be consistent with the requirements of FDEP-adopted TMDLs. A MS4 NPDES Permit may be reopened and revised during its term to adjust effluent limitations or monitoring requirements should future adopted TMDL, water quality studies, FDEP-approved changes in water quality

standards, or other information show a need for a different limitation or monitoring requirement. It is understood and agreed that any other changes, modifications, revisions, or additions to the terms of the MS4 NPDES Permit made subsequent to the Effective Date of this Agreement are expressly excluded from and not a subject of this Agreement unless and until incorporated herein by written agreement of the parties.

SECTION FIVE
BUDGET AND FUNDING

5.01. Administrative Procedures. The procedures to be followed by the Lead Permittee regarding the collection, management and disbursement of the Co-Permittee payments are set forth in a resolution titled "Resolution of the Board of Supervisors of Northern Palm Beach County Improvement District Approving the NPDES Steering Committee Administrative Procedures for Collection, Management and Disbursement of NPDES Interlocal Agreement Funds" (the "Resolution), which was adopted by the Lead Permittee, a copy of which is attached hereto as Exhibit "B".

Section 2 of the Resolution incorporates by reference the "NDPES Steering Committee Administrative Procedures for Collection, Management and Disbursement of NPDES Interlocal Agreement Funds" (the "Procedures) which are incorporated into this Agreement and are to be followed by the parties to this Agreement.

The Resolution and the Procedures may be amended from time to time upon the approval of the MS4 NPDES Steering Committee and the Lead Permittee. However, the Co-Permittee shall be given a minimum of 60 days advance written notice of any proposed amendments to the Resolution or the Procedures, and shall be afforded the opportunity to offer comments to the Lead Permittee and/or the MS4 NPDES Steering Committee prior to any action being taken on said proposed amendments. Any amendment that is incorporated into this Agreement shall also be agreed to in writing by the Co-Permittee.

5.02. Annual Budget. Since this Agreement is anticipated to be renewed for a number of Funding Years, the parties acknowledge that it is not in their respective best interests to project the potential costs the Lead Permittee may be required to incur for future Funding Years in order to carry out the Lead Permittee Services. Therefore, the parties agree to arrive at a mutually acceptable payment amount on a per Funding Year basis in order to more accurately calculate the amount that will be required to be paid by the Co-Permittee to the Lead Permittee for the provision of Lead Permittee Services during each Funding Year.

5.03. Prior Funding. The parties agree that any surplus funds previously paid by the Co-Permittee to the Lead Permittee pursuant to any prior interlocal agreement it has entered into with the Lead Permittee involving a MS4 NPDES Permit shall be applied to and used for the provision of Lead Permittee Services during the next Funding Year period.

5.04. First Funding Year Payment. In addition to the surplus funds referenced in Section 5.03 above, the parties agree that for the upcoming 2016/2017 Funding Year, the Co-Permittee has paid the Lead Permittee the sum of Ten Thousand Twenty-Five dollars ($10,025.00), which sum

represents payment of both the Lead Permittee's Services for the upcoming Funding Year of this Agreement and the ten percent (10%) Reserve Fund Contingency required pursuant to Section 5.05.

5.05. Reserve Contingency. The parties acknowledge that each Funding Year payment will include a ten percent (10%) reserve fund contingency (the "Reserve Fund Contingency") for unexpected additional costs and expenses incurred in the preparation and implementation of a MS4 NPDES Permit.

5.06. Current Funding. The parties believe that the funding specified in above Section 5.04 will be sufficient to satisfy the current MS4 NPDES Permit requirements for the 2016/2017 Fiscal Year unless unexpected additional costs and expenses of the nature described in following Section 6.03 are incurred.

5.07. Future Funding Year Payments. The parties: (i) acknowledge that on or before January 31, 2016, the Lead Permittee provided a budget to the Steering Committee of the amount the Permittees will each be requested to pay during the next Funding Year, and (ii) agree that all subsequent Funding Year budget estimates will be provided on or about January 31st of each following year. The Lead Permittee and Co-Permittee shall have until July 31st of each year to arrive at a mutually acceptable dollar amount to be paid by the Co-Permittee to the Lead Permittee for the immediately upcoming Funding Year, which shall be paid pursuant to Section Six of this Agreement. If the parties cannot agree upon a mutually acceptable dollar amount by the aforementioned deadline, this Agreement shall be deemed terminated unless otherwise agreed to in writing by and between the parties.

5.08. Final Funding Year of a MS4 NPDES Permit Term. It is assumed that during the last Funding Year of the term of each MS4 NPDES Permit, the Permittees and FDEP will commence to negotiate the provisions of the next MS4 NPDES Permit. As a result, allocation of the Scope of Services that are required to be provided hereunder may be modified. Due to this uncertainty, each party's duties and obligations hereunder, together with the funding process for provision of Lead Permittee Services, will be reexamined during the last Funding Year of the term of each MS4 NPDES Permit.

5.09. Separate Co-Permittee Expenses. In addition to the payments required to be paid by the Co-Permittee to the Lead Permittee pursuant to Sections 5.03 through 5.07, the Co-Permittee shall be responsible for all other costs and expenses relating to its individual duties and obligations under a MS4 NPDES Permit, including, but not limited to: (1) all costs of the Co-Permittee's preparation and submittal of such of its own individual annual report(s) that may be separately required by a MS4 NPDES Permit, (2) costs of all monitoring that may be the Co-Permittee's individual responsibility, (3) costs of gathering, compiling, coordinating, and submitting all necessary data that may be individually required of the Co-Permittee by a MS4 NPDES Permit, and (4) all other costs of carrying out any other individual responsibility of the Co-Permittee according to the requirements of a MS4 NPDES Permit.

SECTION SIX
PAYMENT PROCEDURE

The Co-Permittee agrees to pay each of its Funding Year payments as follows:

6.01. First Funding Year. The First Funding Year payment for the current MS4 NPDES Permit Term will be paid in either a single lump sum payment on or before November 15, 2016 or in twelve (12) equal monthly installments commencing on October 15, 2016, and thereafter on the 15th day of each subsequent month during the First Funding Year (such payment dates being hereinafter referred to as "Payment Due Date(s)"). In addition, an alternative payment schedule allowing for quarterly payments, pursuant to the Procedures found herein, may be utilized by the Co-Permittee, unless and until such time as the Procedures are amended to eliminate said alternate payment schedule. The initial Funding Year for all future MS4 NPDES Permits shall be referred as the First Funding Year.

6.02. Subsequent Funding Year Payments. Once a Funding Year payment amount has been agreed upon, the Co-Permittee may, at its option, pay the entire agreed-upon amount in a single lump sum on or before November 15 of that particular Funding Year, or in twelve (12) equal monthly installments commencing on October 15th of that Funding Year and thereafter on the 15th day of each subsequent month during that Funding Year (such payment dates also being hereinafter referred to as "Payment Due Date(s)"). In addition, an alternative payment schedule allowing for quarterly payments, pursuant to the Procedures found herein, may be utilized by the Co-Permittee, unless and until such time as the Procedures are amended to eliminate said alternate payment schedule.

6.03. Additional Costs. Since it is possible that following the parties' agreement as to a particular Funding Year's payment amount, unexpected additional costs and expenses may arise which will need to be paid in order for the Lead Permittee to carry out its Lead Permittee Services for that Funding Year, the parties agree as follows:

(i) If the Lead Permittee determines that unexpected additional costs and expenses must be incurred in order for it to timely provide its Lead Permittee Services, the Lead Permittee shall promptly notify the Co-Permittee, in writing, of the nature and estimated amount of the Co-Permittee's allocable share of these unexpected additional costs and expenses, as well as the Lead Permittee's intent to draw down funds from the Co-Permittee's Reserve Fund Contingency in order to pay said Co-Permittee's allocable share of the unfunded and unexpected additional costs and expenses.

(ii) If the Co-Permittee's allocable share of the unexpected additional costs and expenses exceeds the amount held in the Co-Permittee's Reserve Fund Contingency account, the Lead Permittee shall address the need for such excess amount in the above subparagraph (i) notice to the Co-Permittee. The Lead Permittee and Co-Permittee shall then attempt to negotiate a payment procedure for the unfunded and unexpected additional costs and expenses.

(iii) If the Lead Permittee and Co-Permittee agree as to the need and amount of the unfunded and unexpected additional costs and expenses, their agreement shall be reduced to writing. The agreed upon unfunded and unexpected additional costs and expenses shall be paid either by a lump sum payment within thirty (30) days of their agreement in writing or divided by

the remaining months of that particular Funding Year and paid to the Lead Permittee in equal monthly installments for the remainder of the subject Funding Year.

(iv) If the Lead Permittee and Co-Permittee are not able to timely agree as to the need and/or amount of the unfunded and unexpected additional costs and expenses, the Lead Permittee may suspend or terminate this Agreement, at its sole discretion, following the provision of thirty (30) days prior written notice to the Co-Permittee.

6.04. Failure to Pay. Unless otherwise agreed to in writing by and between the parties hereto, if a Funding Year payment or agreed upon unfunded and unexpected additional costs and expenses payment is not timely paid within thirty (30) days of a Payment Due Date, the duties and obligations assumed by the Lead Permittee under the terms of this Agreement may be suspended and/or terminated by the Lead Permittee, at its sole discretion, following the provision of thirty (30) days prior written notice to the Co-Permittee unless cured by the Co-Permittee by payment in full of the omitted payment within said thirty (30) day notice time period.

SECTION SEVEN
OPTION TO TERMINATE

7.01. Termination. Either party to this Agreement shall have the right to terminate this Agreement at will and without cause, provided that the party wishing to terminate the Agreement must provide thirty (30) days prior written notice to the other party of said terminating party's decision to terminate this Agreement. Said termination shall not be effective until said thirty (30) day prior notice period has elapsed (the "Termination Date"). In addition to the aforementioned termination rights, the Agreement may be terminated as provided in Sections 5.07, 6.03(iv), and 6.04.

7.02. Effect of Termination. In the event of termination of this Agreement by the Co-Permittee, the Co-Permittee shall thereupon be individually and solely responsible for all requirements of the applicable MS4 NPDES Permit which are designated therein as the individual responsibility of said Co-Permittee. Thereafter, the Lead Permittee and other Permittees shall not be responsible for said terminating Co-Permittee's individual obligations under the applicable MS4 NPDES Permit.

7.03. Costs and Expenses. Irrespective of which party elects to terminate this Agreement or in the event of a failure to pay by the Co-Permittee to the Lead Permittee the amounts due under and pursuant to the terms of this Agreement, the parties agree that any costs and expenses previously incurred or obligated to be paid by the Lead Permittee as of the Termination Date shall still be due and owing and the right to collect said amount(s) shall survive termination of this Agreement.

7.04. Refunds. The parties acknowledge that the Lead Permittee anticipates entering into contracts with one or more consultants or contractors for the provision of services required in order for the Lead Permittee to provide some or all of its Lead Permittee Services. Since the Co-Permittee's payments under this Agreement represent only a portion of what the Lead Permittee will have to pay its consultants and contractors for their services, the Co-Permittee will not be

entitled to receive a refund from the Lead Permittee for any monies that the Co-Permittee has previously paid pursuant to this Agreement unless the Lead Permittee is able to obtain a reduction in its contractual obligations with its consultants or contractors as a result of the termination of this Agreement. In that event, the Lead Permittee shall be obligated to reimburse the Co-Permittee for its allocable share of the amount of such reduction in costs and expenses.

7.05. Documentation and Data. In the event this Agreement is cancelled or terminated, all documentation and data previously collected by the Lead Permittee in accordance with its duties and obligations as assumed herein, shall be made available to the Co-Permittee.

SECTION EIGHT
ENFORCEMENT, VIOLATIONS, AND/OR DEFAULT

8.01. Enforcement. The designation herein of the Lead Permittee is not intended nor shall it be construed as authorizing, granting or permitting the Lead Permittee to accept or assume any powers of enforcement of the applicable MS4 NPDES Permit as to the other party.

8.02. Violations. Neither party to this Agreement shall be deemed to have assumed any liability for any negligent or wrongful acts or omissions of the other party, and in no event shall any of the provisions of this Agreement be construed as a waiver by either party of its sovereign immunity rights or of the liability limits established in Section 768.28, Florida Statutes.

8.03. Dispute Resolution Process. Any dispute or conflict between the parties that arises from any of the terms or conditions of this Agreement, including any exhibits thereto, shall be presented in writing by the complaining party to the other party. The parties' representatives shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict prior to either party initiating the intergovernmental conflict resolution process per Ch. 164, F.S., or litigation or any other formal dispute resolution process.

SECTION NINE
MISCELLANEOUS PROVISIONS

9.01. Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by prepaid express overnight courier or messenger service, telecommunicated (including telex, facsimile, telegraphic, or electronic mail (e-mail) communication) with confirmation of receipt, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

As to Lead Permittee: Northern Palm Beach County Improvement District
359 Hiatt Drive
Palm Beach Gardens, Florida 33418
Attn: Executive Director
Phone: (561) 624-7830
Fax: (561) 624-7839

With a copy to: Betsy S. Burden, Esq.
Caldwell Pacetti Edwards Schoech & Viator LLP
1555 Palm Beach Lakes Blvd., Suite 1200
West Palm Beach, Florida 33401
Phone: (561) 655-0620
Fax: (561) 655-3775
Email: burden@caldwellpacetti.com

As to Co-Permittee: Name of Authorized Representative: _____
Title: _____
Name of Permittee: _____
Address: _____
_____
Attn: _____
Phone: _____
Fax: _____
Email: _____

9.02. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof.

9.03. Construction. The preparation of this Agreement is considered a joint effort of the parties and accordingly this Agreement shall not be construed more severely against one of the parties than the other.

9.04. Discrimination. The Lead Permittee and the Co-Permittee agree that no person shall on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status or sexual orientation be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

9.05. Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

9.06. Assignability. The responsibility for carrying out any task assumed by a party to this Agreement, but not the obligation to pay, may be assigned by the party upon receipt of written approval from the other party, which approval shall not be unreasonably withheld.

9.07. Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible, unless the prohibited or invalid provision reduces the payment obligations of the Co-Permittee, in which event this Agreement may be thereupon terminated by the Lead Permittee.

9.08. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Florida without regard to any contrary conflicts of laws principle. Venue of all proceedings in connection herewith shall be exclusively in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, and each party hereby waives whatever their respective rights may have been in the selection of venue.

9.09. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

9.10. Remedies. The failure of any party to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights or remedies that the party may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

9.11. NPDES Permit. If there is any inconsistency between the terms of this Agreement and the applicable MS4 NPDES Permit, then the applicable MS4 NPDES Permit shall preempt, supersede, and control the provisions of this Agreement.

9.12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.13. Clerk of Court. A copy of this Agreement shall be filed with the Clerk of the Circuit Court of the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida.

9.14. Termination of Prior Agreements. All previous interlocal agreements entered into between the parties to this Agreement regarding the application or execution of a MS4 NPDES Permit shall terminate as of the Effective Date of this Agreement.

9.15. Effective Date. This Agreement shall be effective as of the date it is filed with the Clerk of the Circuit Court of the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida.

(Balance of Page Intentionally Left Blank.)

IN WITNESS WHEREOF, the parties have set their hand and seals the day and year hereafter written.

EXECUTED by Lead Permittee this _____ day of _____, 20____.

ATTEST:

By: _____
Secretary

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT

By: _____
Print: _____
Title: _____

[DISTRICT SEAL]

EXECUTED by Co-Permittee this _____ day of _____, 20____.

ATTEST:

By: _____
_____, Clerk

VILLAGE OF PALM SPRINGS

By: _____
Print: _____
Title: _____

[SEAL]

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____

(From Fourth Cycle Permit ILA)

EXHIBIT "A"

LEAD PERMITTEE RESPONSIBILITIES

The responsibilities of the Lead Permittee as to the implementation and execution of the MS4 NPDES Permit No. FLS000018 are generally as follows:

I. The timely preparation, coordination, and execution of interlocal agreements necessary to establish and implement the joint activities to be conducted for compliance with the Permit.

II. The timely preparation, coordination, and submittal to FDEP each year during the term of this Agreement, of an annual report describing the activities carried out jointly to fulfill requirements in the permit.

III. The timely preparation, coordination, and distribution of standardized forms and guidance documents as approved by the MS4 NPDES Steering Committee to assist permittees in carrying out the terms of the MS4 NPDES Permit.

IV. The timely preparation, coordination, and execution of a countywide public education and outreach program required by Part III.A.6, Part III.A.7.e. and Part III.A.7.f. as approved by the MS4 NPDES Steering Committee.

V. The timely preparation and coordination of training materials to fulfill the requirements of Part III.A.7.c, Part A.7.d, Part III.A.9.b, and Part III.A.9.c of the MS4 NPDES permit, as approved by the MS4 NPDES Steering Committee.

VI. The timely preparation, coordination, and submittal to FDEP of major watershed pollutant load estimates required by Part V.A. of the MS4 NPDES Permit.

VII. The timely preparation, coordination, and execution of a monitoring program included in Part V.B. of the MS4 NPDES Permit.

VIII. The timely coordination, and assistance with the activities associated with the Total Maximum Daily Load (TMDL Program) as required by Part VIII.

IX. The preparation and coordination of all MS4 NPDES Steering Committee workshops and meetings.

X. The timely remittance of all necessary permit fees to FDEP, subject to the timely and sufficient collection of same for all other permittees.

The Lead Permittee Services described herein may be revised from time to time as required by each MS4 NPDES Permit, as agreed to in writing between the MS4 NPDES Steering Committee and Northern Palm Beach County Improvement District, which revisions shall be incorporated herein and made a part of this agreement.

(From Third Term Permit ILA)

EXHIBIT "A"

LEAD PERMITTEE RESPONSIBILITIES

The responsibilities of the Lead Permittee as to the implementation and execution of the MS4 NPDES Permit No. FLS000018 are generally as follows:

I. The timely preparation, coordination, and execution of interlocal agreements necessary to establish and implement the joint activities required by the Permit.

II. The timely preparation, coordination, and submittal to FDEP each year during the term of this Agreement, of an annual report describing the activities carried out jointly to fulfill requirements in the permit.

III. The timely preparation, coordination, and distribution of standardized forms and guidance documents as approved by the NPDES Steering Committee to assist permittees in carrying out the terms of the MS4 NPDES Permit.

IV. The timely preparation, coordination, and execution of a countywide public education and outreach program required by Part III.A.6, Part III.A.7.e. and Part III.A.7.f. as approved by the NPDES Steering Committee.

V. The timely preparation and coordination of training materials to fulfill the requirements of Part III.A.6, Part III.A.7.c, Part III.A.7.d, and Part III.A.9.b and Part III.A.9.c of the MS4 NPDES permit, as approved by the MS4 NPDES Steering Committee.

VI. The timely preparation, coordination, and submittal to FDEP of major watershed pollutant load estimates required by Part V.A. of the MS4 NPDES Permit.

VII. The timely preparation, coordination, and execution of a monitoring program included in Part V.B. of the MS4 NPDES Permit.

VIII. The timely coordination, assessment, monitoring and execution of activities associated with the Total Maximum Daily Load (TMDL Program) as required by Part VIII.

IX. The preparation and coordination of all MS4 NPDES Steering Committee workshops and meetings.

X. The timely remittance of all necessary permit fees to FDEP, subject to the timely and sufficient collection of same for all other permittees.

The Lead Permittee Services described herein may be revised from time to time as required by each MS4 NPDES Permit, as agreed to in writing between the MS4 NPDES Steering Committee and Northern Palm Beach County Improvement District, which revisions shall be incorporated herein and made a part of this agreement.

EXHIBIT "B"

RESOLUTION NO. 2016-17

RESOLUTION OF THE BOARD OF SUPERVISORS OF NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT APPROVING REVISIONS/UPDATES TO THE MS4 NPDES STEERING COMMITTEE ADMINISTRATIVE PROCEDURES FOR COLLECTION, MANAGEMENT AND DISBURSEMENT OF NPDES INTERLOCAL AGREEMENT FUNDS

WHEREAS, NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT ("Northern") is an independent special district duly organized and validly existing under the Constitution and the Laws of the State of Florida, including applicable provisions of Chapter 298, Florida Statutes, and Chapter 2000-467, Laws of Florida, as amended and/or supplemented; and

WHEREAS, the Florida Department of Environmental Protection ("FDEP") issued a National Pollutant Discharge Elimination System Permit No. FLS000018 (the "MS4 NPDES Permit") which is applicable to a number of governmental entities located in Palm Beach County, including Northern; and

WHEREAS, the Co-Permittees that make up the governmental bodies subject to the NPDES Permit previously nominated and appointed Northern as the "Lead Permittee" for the purposes of assisting all Co-Permittees in the collection of general data required to be collected pursuant to the MS4 NPDES Permit and the submission of reports to the Florida Department of Environmental Protection and the United States Environmental Protection Agency; and

WHEREAS, as the Lead Permittee, Northern is in the process of entering into separate Interlocal or Joint Participation Agreements with each of the Co-Permittees, which Agreements set forth the parties' respective duties and obligations regarding fulfillment of the terms and conditions of the MS4 NPDES Permit; and

WHEREAS, a seven member NPDES Steering Committee has been selected by the Co-Permittees, which Steering Committee is comprised of two (2) representatives of large municipalities, two (2) representatives of smaller municipalities, one (1) representative of special districts, one (1) representative for Palm Beach County, and the Lead Permittee; and

WHEREAS, in January of 2011, the NPDES Steering Committee, in order to provide a level of accountability and fiscal control for the benefit of all NPDES Co-Permittees as it relates to the Interlocal and/or Joint Participation Agreements being entered into between Northern and each Co-Permittee, adopted Administrative Procedures for the collection, management and disbursement of NPDES Interlocal Agreement Funds, which Administrative Procedures were thereafter adopted by Northern; and

WHEREAS, on March 21, 2012, the NPDES Steering Committee adopted revised Administrative Procedures for the Collection, Management and Disbursement of NPDES Interlocal Agreement Funds; and

WHEREAS, a new MS4 NPDES Permit was issued by FDEP to the District and the other Co-Permittees on September 8, 2016; and

WHEREAS, it is necessary to further revise the Administrative Procedures to update the years for the alternative payment schedule contained in Section I of said Procedures, and to make minor clerical revisions; and

WHEREAS, at its meeting held September 21, 2016, the NPDES Steering Committee recommended such updates be made to said Procedures; and

WHEREAS, Northern has been asked to adopt and comply with the Revised NPDES Steering Committee Administrative Procedures as recommended by the NPDES Steering Committee on September 21, 2016 for the purpose of administering the funds it receives as the Lead Permittee pursuant to each NPDES Interlocal or Joint Participation Agreement.

NOW, THEREFORE, be it resolved by the Board of Supervisors of Northern Palm Beach County Improvement District as follows:

1. Northern Palm Beach County Improvement District does hereby adopt and agree to comply with the terms and conditions of the attached Revised NPDES Steering Committee Administrative Procedures as recommended by the NPDES Steering Committee on September 21, 2016.

2. That Northern Palm Beach County Improvement District does hereby incorporate by this reference the attached Revised NPDES Steering Committee Administrative Procedures as recommended by the NPDES Steering Committee on September 21, 2016 into each NPDES Interlocal and/or Joint Participation Agreement that it enters into with a Co-Permittee.

3. That the January 2011 Administrative Procedures as revised on March 21, 2012 and all resolutions or parts of resolutions in conflict herewith are hereby repealed.

4. This Resolution shall take effect immediately upon its adoption.

THIS RESOLUTION PASSED AND WAS ADOPTED THE 26TH DAY OF OCTOBER, 2016.

(DISTRICT SEAL)

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT

ATTEST: O'Neal Bardin Jr.
Print: O'Neal Bardin Jr.
Title: Assistant Secretary

BY:
Print: Sam Artinian
Title: Vice President

As Revised by Steering Committee
March 21, 2012;
As Further Revised by Steering Committee
September 21, 2016

MS4 NPDES STEERING COMMITTEE ADMINISTRATIVE PROCEDURES FOR COLLECTION, MANAGEMENT AND DISBURSEMENT OF NPDES INTERLOCAL AGREEMENT FUNDS

The MS4 NPDES Steering Committee (which is comprised of two (2) representatives of large municipalities, two (2) representatives of smaller municipalities, one (1) representative of special districts, one (1) representative for Palm Beach County, and the Lead Permittee), has adopted the following administrative procedures in order to provide a level of accountability and fiscal control for the benefit of the MS4 NPDES Co-Permittees.

The administrative procedures adopted by the Steering Committee are as follows:

1. Alternative MS4 NPDES Interlocal Agreement Payment Schedules. In addition to the two (2) payment options set forth in Paragraphs 6.01 and 6.02 of the MS4 NPDES Interlocal Agreement, a Co-Permittee shall also be entitled to elect to pay the annual Funding Year payments on an equal quarterly installment basis. If this additional payment option is selected by a Co-Permittee, the quarterly payments for the First Funding Year are required to be paid on or before October 1, 2016, January 1, 2017, April 1, 2017 and July 1, 2017, with all future Funding Year quarterly payments to be paid in accordance with the same quarterly payment schedule.

NPBCID will be issuing one (1) invoice to each Co-Permittee for its annual Funding Year payment amount, following which the Co-Permittee shall then have thirty (30) days from the date of receipt of the invoice within which to select one of the three (3) payment options and to make its initial payment in accordance with the option so selected.

2. Income and Disbursement Accounting Documentation.

(A) A quarterly income and disbursement report shall be prepared by NPBCID. The report shall be delivered to the Steering Committee within forty-five (45) days following the end of each Funding Year quarter and thereafter distributed by the Steering Committee to the representative(s) of each Co-Permittee as identified in the MS4 NPDES Interlocal Agreements.

(B) The quarterly income and disbursement report shall be prepared by NPBCID in accordance with the format set forth in attached Attachment "A."

3. Budget Accounting Documentation. A quarterly budget accounting report shall be prepared by NPBCID. The report shall be delivered to the Steering Committee within forty-five (45) days following the end of each Funding Year quarter and thereafter distributed by the Steering Committee to the representative(s) of each Co-Permittee as identified in the MS4 NPDES Interlocal Agreement.

4. Reserve Fund Contingency Expenditures. Prior to any expenditures by NPBCID of funds contained in the Reserve Fund Contingency account identified in the MS4 NPDES Interlocal Agreement, for expenses not previously addressed at a Steering Committee meeting, NPBCID shall notify and consult, if time permits, the Steering Committee members.

5. Unexpected Additional Costs and Expenses. Prior to NPBCID incurring an obligation that will require a Co-Permittee to pay unexpected additional costs and expenses exceeding the amount held in the Reserve Fund Contingency, NPBCID shall notify the affected Co-Permittee(s) and the Steering Committee of the nature of the event and the amount of the unexpected additional cost and expense. Upon receipt of such notification, the Steering Committee shall present the matter for discussion and recommendation purposes to the Co-Permittees at the next regularly scheduled MS4 NPDES Steering Committee meeting (unless it is an emergency matter in which event a special meeting will be promptly scheduled and notice given to all Co-Permittees).

6. MS4 NPDES Interlocal Agreement Budget Adoption Process. All future MS4 NPDES Interlocal Agreement Funding Year budgets shall be adopted in accordance with the following procedure:

(A) On or before January 31st of each Funding Year, NPBCID shall prepare and present to the Steering Committee a proposed budget for the next Funding Year.

(B) The Steering Committee shall consider the proposed next Funding Year budget at a regular Steering Committee meeting and open the matter to discussion by those Co-Permittee representatives present and attending the meeting.

(C) Adoption of the next Funding Year's budget shall require the approval of a super-majority of at least five (5) members of the Steering Committee.

(D) As a part of the Steering Committee's consideration of the next Funding Year's budget and calculation of each Co-Permittee's allocable share and responsibility for the funding of the budget, the Steering Committee may consider the application of any existing surplus funds as a credit towards each Co-Permittee's allocable funding shares. "Surplus funds" for the purpose of this administrative guideline may include unexpended and unencumbered present Funding Year funds or Reserve Fund Contingency amounts, plus accrued interest thereon, if any.

(E) The Steering Committee shall also be responsible for approving, by a simple majority of those Steering Committee members in attendance (provided there is a quorum) at a Steering Committee meeting, line item budget transfers.

APPROVED AND ADOPTED THIS 19th DAY OF JANUARY, 2011.

ATTACHMENT "A"

MS4 NPDES QUARTERLY INCOME AND DISBURSEMENT REPORT
FISCAL YEAR _____
FOR PERIOD _____ TO _____

CASH ON HAND [date]		**XXX,XXX.XX**
REVENUE: _____ TO _____		
AGREEMENT FEES	XXX,XXX.XX	
TOTAL REVENUES	XXX,XXX.XX	**XXX,XXX.XX**
TOTAL CASH AND REVENUES AVAIL FOR EXPENDITURES		**XXX,XXX.XX**
EXPENDITURES PAID DURING _____ TO _____		
ENGINEERING	X.XX	
OTHER PROFESSIONAL FEES	X.XX	
MISCELLANEOUS EXPENSES	X.XX	
GOVERNMENTAL REGISTRATION FEES	X.XX	
LEGAL	X.XX	
TOTAL EXPENDITURES	X.XX	**X.XX**
FUND BALANCE AT [date]		**XXX,XXX.XX**
RESERVE FOR CONTINGENCIES		-XX,XXX.XX
UNRESERVED FUND BALANCE		**XXX,XXX.XX**

Village of Palm Springs

Executive Brief

AGENDA DATE: December 8, 2016

DEPARTMENT: Police Department

ITEM #5: Authorize Vehicle Purchase – Piggyback – Police Department (FY 2017 Budget Funded)

SUMMARY: The Police Department has a need to purchase vehicles to support the services and activities that are provided. To ensure the lowest possible price, staff is recommending that the Village Piggyback off the current Sheriff's Association & Florida Association of Counties contract that was awarded to various vendors (including Don Reid Ford and Alan Jay Nissan). This selection by the Sheriff's Association & Florida Association of Counties was completed through a competitive selection process – Police Rated, Administrative, Utility Vehicles, Trucks & Vans (Bid #FSA16-VEL24.0) - June 21, 2016.

Within the FY 2017 budget, the Village Council approved $195,000 to be used for the purchase of police vehicles. In addition, to these budgeted funds, the police department expects to receive approximately $73,900 during this fiscal year from insurance payments due to five (5) wrecked/totaled police vehicles since 2012. Once received, these funds will be transferred to the Police Department's budget to support the cost for replacement vehicles. Through the Sheriff's Association & Florida Association of Counties bid, the police department was able to obtain a price of $215,972 to purchase nine (9) vehicles:

- Six (6) 2017 Ford Interceptor marked patrol (utility) vehicles $160,566
- Two (2) 2017 Ford Fusion unmarked police vehicles $34,114
- One (1) 2017 Nissan Frontier code enforcement pickup truck $21,292

Note: The remaining balance will be used to outfit the vehicles with graphics, emergency lights and associated equipment.

If approved, the Village would accept Don Reid Ford's and Alan Jay Nissan's pricing by piggybacking the Sheriff's Association & Florida Association of Counties' contract including all terms, conditions and pricing therein. The term of the contract is set to expire on September 30, 2017.

The Village Purchasing Code, Section 58-9. Accessing contracts of other government agencies; provides that 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 purchased vehicles from both vendors previously and they have provided a quality product.

FISCAL IMPACT:

Funds for this purchase are available within the FY 2017 General Fund Budget - Police Department.

ATTACHMENTS:

1. Proposed Agreement - Don Reid Ford
2. Proposed Agreement - Alan Jay Nissan, Inc.
3. Approval to Piggyback - Florida Sheriff Office Contract
4. Proposed Vehicle Purchase Orders
5. Bid Advertisement
6. Invitation to Bid
7. Bid Award Announcement - Approval to Piggyback
8. Bid Calendar

AGREEMENT FOR THE PURCHASE OF VEHICLES

This Agreement for the delivery and purchase of vehicles ("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 **Don Reid Ford, Inc.**, 1875 S. Orlando Ave., Maitland, FL 32751 a company authorized to do business in the State of Florida, hereinafter referred to as the VENDOR.

RECITALS

WHEREAS, the VILLAGE is in need of a VENDOR to supply and deliver vehicles to the VILLAGE; and,

WHEREAS, the Florida Sheriff's Association through its competitive selection process awarded the Contract for the supply and delivery of vehicles (Bid #FSA16-VEL24.0) ("Sheriff's Association Contract" hereafter) to the VENDOR for substantially the same vehicles sought by the VILLAGE; and,

WHEREAS, the VILLAGE requested and the VENDOR has executed this Agreement with the VILLAGE for the supply and delivery of vehicles based on the terms and conditions of the Sheriff's Association Contract and the pricing contained therein; and,

WHEREAS, the VILLAGE desires to accept the pricing and terms and conditions and piggyback the Sheriff's Association Contract including all terms and conditions therein.

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. Sheriff's Association Contract. The Sheriff's Association Contract with the VENDOR 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 the Florida Sheriff's Association under the Sheriff's Association Contract and all associated and applicable Contract Documents as defined therein and which shall include the Bid No. FSA16-VEL24.0. VENDOR shall be afforded all rights and remedies against the VILLAGE as given to VENDOR under the Sheriff's Association Contract.

3. VENDOR's Proposal. In accordance with the terms and conditions in the Sheriff's Association Contract and pricing therein, the VENDOR shall supply and deliver vehicles as requested by the VILLAGE. The goods to be provided by the VENDOR shall be available subsequent to the execution and approval of this Agreement by the VILLAGE in accordance with the Sheriff's Association Contract.

4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are compromised of the following:

A. All written modifications and amendments hereto;
B. This Agreement (including all exhibits);
C. Sheriff's Association Contract (including all Contract Documents as defined therein including the Bid documents); and,

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 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; and
C. The Sheriff's Association Contract.

5. Compensation to VENDOR. Payments by the VILLAGE to the VENDOR under this Agreement shall not exceed the pricing stated in the VENDOR's proposal set forth in the Sheriff's Association Contract. VENDOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

6. Miscellaneous Provisions.

6.1 The VILLAGE and VENDOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

6.2 VENDOR shall maintain the insurance as required by the Sheriff's Association Contract, or as provided. Said insurance will name the VILLAGE as an additional insured.

6.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.

6.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

6.5 Entire Contract; Amendment and Waiver: This Contract (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes

the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

6.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6.7 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

6.8 Third Party Beneficiary rights: This Agreement 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 Agreement 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: 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 Sheriff's Association Contract.

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

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

(b) Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or

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

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

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

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

6.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

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

6.14 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.

6.15 The VILLAGE is exempt from payment of Florida State Sales and Use Tax.

7. Indemnification. Regardless of the coverage provided by any insurance, VENDOR shall indemnify, save harmless and defend the VILLAGE, its agents, servants or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the VENDOR, its subcontractors, agents, servants, or employees

during the course of performing services or caused by the goods provided pursuant to the Sheriff's Association bid documents and subsequent contract and this Agreement.

8. Defaults; Termination of Agreement.

A. If the Village Manager deems that the VENDOR is in default for failure to supply the requested goods or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the Village Manager may give written notice to the VENDOR specifying defaults to be remedied within fifteen (15) days.

If the VENDOR does not remedy defaults within fifteen (15) days or commence steps to remedy default to the reasonable satisfaction of the Village Manager, the VILLAGE may secure such services from another VENDOR and the VILLAGE may withhold any money due or which may become due to the VENDOR for such task related to the claimed default; or

If after thirty (30) days the VENDOR has not remedied defaults or commenced steps to remedy defaults to the satisfaction of the Village Manager, the VILLAGE may elect to terminate this Agreement.

B. Notwithstanding paragraph A, the VILLAGE reserves the right and may elect to terminate this Agreement, without cause, upon fifteen (15) days written notice. At such time, the VENDOR would be compensated only for the goods purchased to the date of termination. No compensation shall be paid for disengagement, wind-down or other costs incurred due to termination of this Agreement.

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

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST

_____
Susan Caljean, Village Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, Village Attorney

VENDOR: **DON REID FORD, INC.**

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by_____, as _____ of Don Reid Ford, Inc., a company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

_____
Print Name: _____
My commission expires:_____

AGREEMENT FOR THE PURCHASE OF VEHICLES

This Agreement for the delivery and purchase of vehicles ("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 **Alan Jay Nissan, Inc.**, 1700 Flare Road, Sebring, FL 33870 a company authorized to do business in the State of Florida, hereinafter referred to as the VENDOR.

RECITALS

WHEREAS, the VILLAGE is in need of a VENDOR to supply and deliver vehicles to the VILLAGE; and,

WHEREAS, the Florida Sheriff's Association through its competitive selection process awarded the Contract for the supply and delivery of vehicles (Bid # FSA16-VEL24.0) ("Sheriff's Association Contract" hereafter) to the VENDOR for substantially the same vehicles sought by the VILLAGE; and,

WHEREAS, the VILLAGE requested and the VENDOR has executed this Agreement with the VILLAGE for the supply and delivery of vehicles based on the terms and conditions of the Sheriff's Association Contract and the pricing contained therein; and,

WHEREAS, the VILLAGE desires to accept the pricing and terms and conditions and piggyback the Sheriff's Association Contract including all terms and conditions therein.

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. Sheriff's Association Contract. The Sheriff's Association Contract with the VENDOR 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 the Florida Sheriff's Association under the Sheriff's Association Contract and all associated and applicable Contract Documents as defined therein and which shall include the Bid No. FSA16-VEL24.0. VENDOR shall be afforded all rights and remedies against the VILLAGE as given to VENDOR under the Sheriff's Association Contract.

3. VENDOR's Proposal. In accordance with the terms and conditions in the Sheriff's Association Contract and pricing therein, the VENDOR shall supply and deliver vehicles as requested by the VILLAGE. The goods to be provided by the VENDOR shall be available subsequent to the execution and approval of this Agreement by the VILLAGE in accordance with the Sheriff's Association Contract.

4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are compromised of the following:

A. All written modifications and amendments hereto;
B. This Agreement (including all exhibits);
C. Sheriff's Association Contract (including all Contract Documents as defined therein including the Bid documents); and,

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 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; and
C. The Sheriff's Association Contract.

5. Compensation to VENDOR. Payments by the VILLAGE to the VENDOR under this Agreement shall not exceed the pricing stated in the VENDOR's proposal set forth in the Sheriff's Association Contract. VENDOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

6. Miscellaneous Provisions.

6.1 The VILLAGE and VENDOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

6.2 VENDOR shall maintain the insurance as required by the Sheriff's Association Contract, or as provided. Said insurance will name the VILLAGE as an additional insured.

6.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.

6.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

6.5 Entire Contract; Amendment and Waiver: This Contract (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes

the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

6.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6.7 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

6.8 Third Party Beneficiary rights: This Agreement 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 Agreement 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: 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 Sheriff's Association Contract.

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

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

(b) Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or

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

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

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

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

6.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

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

6.14 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.

6.15 The VILLAGE is exempt from payment of Florida State Sales and Use Tax.

7. Indemnification. Regardless of the coverage provided by any insurance, VENDOR shall indemnify, save harmless and defend the VILLAGE, its agents, servants or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the VENDOR, its subcontractors, agents, servants, or employees

during the course of performing services or caused by the goods provided pursuant to the Sheriff's Association bid documents and subsequent contract and this Agreement.

8. Defaults; Termination of Agreement.

A. If the Village Manager deems that the VENDOR is in default for failure to supply the requested goods or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the Village Manager may give written notice to the VENDOR specifying defaults to be remedied within fifteen (15) days.

If the VENDOR does not remedy defaults within fifteen (15) days or commence steps to remedy default to the reasonable satisfaction of the Village Manager, the VILLAGE may secure such services from another VENDOR and the VILLAGE may withhold any money due or which may become due to the VENDOR for such task related to the claimed default; or

If after thirty (30) days the VENDOR has not remedied defaults or commenced steps to remedy defaults to the satisfaction of the Village Manager, the VILLAGE may elect to terminate this Agreement.

B. Notwithstanding paragraph A, the VILLAGE reserves the right and may elect to terminate this Agreement, without cause, upon fifteen (15) days written notice. At such time, the VENDOR would be compensated only for the goods purchased to the date of termination. No compensation shall be paid for disengagement, wind-down or other costs incurred due to termination of this Agreement.

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

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST

_____
Susan Caljean, Village Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, Village Attorney

VENDOR: **ALAN JAY NISSAN, INC.**

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by_____, as _____ of Alan Jay Nissan, Inc., a company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

_____
Print Name: _____
My commission expires:_____

Cooperative Purchasing Program

Contract Terms and Conditions

Drew Terpak

FSA Business Operations Manager Date

EFFECTIVE DATE **10/1/2016**

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions Rev 08/0916

1.0 GENERAL CONDITIONS

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1.0 GENERAL CONDITIONS

1.00 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association using the information shown above. Please be sure to reference the bid number and your contact information.

The contact person(s) for this bid is

Annette Grissom, FSA Cooperative Bid Coordinator
E-mail: agrissom@flsheriffs.org
Phone: 850-877-2165 ext. 231
Fax: 850-878-5115

Andrew Terpak, Business Operation Manager
E-mail: dterpak@flsheriffs.org
Phone: 850-877-2165 ext. 227
Fax: 850-878-5115

All written (hard) copy communication or document submittals for this Invitation to Bid should be directed to:

Florida Sheriffs Association
Attn: Cooperative Bid Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
850-877-2165

The Bid number should be referenced on the outside of the box as well as the contents.

1.01 PURPOSE

The Florida Sheriffs Association and the Florida Association of Counties invite interested vendors, including Motor Vehicle Manufacturers and Dealers/Certified Representatives to submit responses in accordance with these solicitation documents. The Florida Sheriffs Association will serve as the "Contract Administrator" in the solicitation process and the administration of the resulting contract. The purpose of this bid is to establish a twelve (12) month contract, beginning October 1st and ending September 30th, annually with manufacturer's authorized dealers for the purchase of vehicles and equipment on a "no trade-in basis".

Trade-ins are not addressed in this contract. If an agency has a desire to offer vehicles/equipment for trade to the dealer, the agency and dealer may do so at their sole discretion, separate and apart from this contract.

1.02 TERM OF CONTRACT

This contract shall remain in effect for one (1) year from date of contract execution by the FSA Cooperative Purchasing Program Administrator, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, for up to two (2) additional years, on a year to year basis.

Contract extensions will only be executed when conditions indicate it is in the best interest of the FSA and the customers.

In the event that the contract is held beyond the term herein provided it shall only be from a month-to-month basis only and shall not constitute an implied renewal of the contract. Said month to month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

1.03 ESTIMATED QUANTITIES (Vehicles and Equipment)

In FY 2015-16 eligible users purchased approximately 8,500 rolling inventory from the vehicle and equipment bid awards. These estimated figures are given only as a guideline for preparing your bid and should not be construed as representing projected figures.

Estimated quantities or estimated dollars, if provided, are for FSA guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The FSA is not obligated to place any order for a given amount subsequent to the award of this bid solicitation.

1.04 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff of the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the Sheriff's Offices from the provisions of the Florida Statute requiring among other things, sealed and competitive bids procedures.

It is our practice to give consideration to the prices offered, but the Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Nothing in this proposal in any way obligates the participating Sheriff's Offices for any payment for any activity or costs incurred by any vendor in responding to this proposal.

1.05 COOPERATIVE PURCHASING

Pursuant to their own governing laws, and subject to the agreement of the Vendor, other entities may be permitted to make purchases at the terms and conditions contained in General Conditions Section 1.09 Eligible Customers of Contract.

Non-Customer purchases are independent of the agreement between Customer and Vendor, and Customer shall not be a party to any transaction between the Vendor and any other purchaser.

1.06 FUNDING

Funds expended for the purposes of the contract must be appropriated by the individual participating agency for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination of costs if such funds are not appropriated.

1.07 CURRENCY Rev2/16

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollar.

1.08 GENERAL DEFINITIONS

The following terms are defined as the following

(a) "FSA Cooperative Purchasing Program Administrator" means the Florida Sheriffs Association in its role in administering the solicitation and contract administration process for the Florida Sheriffs Association and the Florida Association of Counties or their designee.

(b) "Fleet Advisory Committee (FAC)" means an employee of Sheriffs Offices and other local governmental agencies in the State of Florida and/or any other person who FSA identifies as subject matter expert who will assist with the development of bid specifications and evaluation of bid responses.

(c) "Vendor" means the bidder that has been awarded and agrees to provide products, vehicles, trucks, or equipment, which meet the requirements, specifications, terms and conditions of theagreement contract, to eligible customers, as defined herein.

(d) "Customer" means an eligible customer as defined in General Conditions Section 1.09 Eligible Customers of Contract.

(e) "Bid" shall mean a competitive bid procedure established through the issuance of an invitation to bid. The term "bid" as used herein, shall not include request for proposals, request for qualifications, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.

(f) "Bidder" means a person or enterprise that submits a formal offer to the FSA Cooperative Purchasing Program Administrator in accordance with these Contract Terms and Conditions.

(g) "Dealer(s)" A manufacture's certified representative authorized by the manufacturer to market, sell, provide, and service the vehicles/equipment included in the FSA Cooperative Purchasing Program. Dealers may be Vendor owned and controlled, in whole or in part or independently owned and controlled.

(h) "Manufacturer" The original producer or provider of Vehicles/Equipment responsive to this Bid.

(i) "Factory" refers to the manufacturer; the assembly line.

(j) "Dealer Option" a product or service provided by the dealer or other third party; not the factory.

(k) "Non-Scheduled Options" Any optional new or unused component not specified, feature or configuration not included in the base representative vehicle model specifications or options.

(l) "Up fitter" An individual or business who installs non-factory options on a vehicle or equipment; not the factory.

(m) "Sub-Vendor or 3rd party" Refers to an individual or business firm contracting to perform part or another's entire contract.

(n) "MSRP(s)" an acronym for Manufacturer's Suggested Retail Price, which represents the Manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:

1. Manufacturer's Computer Printouts; Ford - "Dora"; General Motors - "GM Autobook"; or approved equivalent)
2. Chrome Systems, Inc.'s PC Carbook (e.g., PC Carbook Plus and PC Carbook Fleet Edition)
3. Manufacturer's Annual U.S. Price Book
4. Manufacturer's official website
5. Edmunds (No subscription req'd)

Note: Some of above resources above require a paid subscription.

(o) "Recognized MSRP" recognized MSRP occurs when an FSA requested option does not exist to the base vehicle model as a free flow option contained in the manufacturer's order guide. This MSRP is generated by the creation of a new model that includes the requested FSA option content.

(p) "Published Pricing" the published price that a company will sell a commodity for, when the commodity is not traded on an official exchange.

(q) "Balance Out" a term used by manufacturers to notify dealers the factory has reached maximum capacity for orders. Vehicle manufacturer's use this term when referring to any given model year for production.

1.09 ELIGIBLE CUSTOMERS OF CONTRACT

Bids will be extended and guaranteed to any and all units of local governments/political subdivisions including but not limited to county, local county board of public instruction, municipalities and/or police agencies, other local public or public safety agencies or authorities within the State of Florida, and the state universities and colleges. In addition, bids will be extended and guaranteed to any other entities approved by manufacturers to participate in this contract. The participating agencies cannot guarantee any order other than those ordered through each individual agency.

All agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All awarded Vendors/Dealers are governed by their manufacturer's agreement. Reference Funding Section 1.06

The State of Florida, Department of Management Services, Division of State Purchasing administers statewide contracts and agreements for use by Florida State agencies, local governments, educational institutions, and other entities as defined in 60A-1.005, Florida Administrative Code.

Out of State Sales are permitted under this contract however, again ALL agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All contractor/dealers are governed by their manufacturer's agreement. All contractor/dealers referencing this contract for the purpose of facilitating sales (purchase authority) outside the State of Florida must accept the terms and conditions of this contract.

60A-1.005 Eligible Users.
The following entities are eligible users:
(1) All governmental agencies, as defined in Section 163.3164, F.S., which have a physical presence within the State of Florida;
(2) Any independent, nonprofit college or university that is located within the State of Florida and is accredited by the Southern Association of Colleges and Schools. *Rulemaking Authority 287.042(12) FS. Law Implemented 287.012(12) FS. History–New 8-24-04*

1.10 LEGAL REQUIREMENTS

Federal, State, county laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

1.11 PATENTS & ROYALTIES

The bidder, without exception, shall indemnify and save harmless the FSA and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The FSA or Customer.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided. This includes, but is not limited to, Federal Motor Vehicle Safety Standards (FMVSS), Occupational Safety and Health Administration (OSHA), EPA Emission Standards, Fire Apparatus Vehicle Standards, Federal Ambulance Standards (KKK-A-1822F), Federal Motor Vehicle Safety Standards (FMVSS), National Highway Traffic Safety Administration (NHTSA) and State of Florida laws, requirements, and regulations that apply to the type and class of commodities and contractual services being provided.

In addition, if any applicable federal or State legislation becomes effective during the term of the Contract, regarding the Commodities and contractual services' specifications, safety, and environmental requirements shall immediately become a part of the Contract. The Awarded Vendor/Dealer shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the Awarded Vendor/Dealer shall contact the Business Operation Manager immediately.

The bidder warrants that the product supplied to the FSA or Customer shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the bidder responsible for same.

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICAN WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA HR Director at 850-877-2165 (voice), 850-878-8665 (fax) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact the FSA Human Resources at (850) 877-2165.

1.16 MINORITY BUSINESS ENTERPRISE (MBE)

The Florida Sheriffs Association Policy is that Minority Business Enterprises (MBE) shall have the opportunity to participate in competitive bids. Such process would be for supplying goods and services to FSA and Customers.

1.17 ANTI-DISCRIMINATION

The bidder certifies that he/she is in compliance as applicable by State Law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence of this specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices, size, and design are to be used.

All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act (Section 287.133) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management Services following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, 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 public entity, may not be awarded or perform work as a Vendor, supplier, Sub-Vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.20 TAX EXEMPTION

All State and Federal tax exemptions applicable to the units of local government of the State of Florida will apply, and appropriate certifications furnished. Customers shall comply with all federal, state and local tax requirements.

The Florida Sheriffs Association is a 501c3 Organization and exempt from all Federal Excise and State Taxes. State Sales Tax and Use Certificate Number is 59-0708112.

1.21 TAXES

Customers making purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the Vendor to verify that the Customer is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

1.22 SPECIAL CONDITIONS

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

1.23 BID CLARIFICATION

Any questions or clarifications concerning this Invitation to Bid shall be submitted in writing by mail or facsimile to the Florida Sheriffs Association, Cooperative Bid Coordinator 1st Floor, 2617 Mahan Drive, Tallahassee FL 32308 and a copy to COOP@flsheriffs.org with the bid title/number shall be referenced on all correspondence. All questions must be received no later than ten (10) calendar days prior to the scheduled bid opening date.

All responses to questions/clarifications will be sent to all prospective bidders in the form of an addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

1.24 COMMUNICATIONS

Communications between a proposer, bidder, lobbyist or consultant and FSA is limited to matters of process or procedure. Requests for additional information or clarifications must be made in writing to the FSA Cooperative Bid Coordinator no later than Ten (10) calendar days prior to the scheduled Bid opening date.

The FSA will issue replies to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the deadline for responding to the Bid.

Bidders should not rely on representations, statements, or explanations other than those made in this Bid or in any written addendum to this Bid. Bidders should verify with the FSA Cooperative Bid Coordinatorprior to submitting a bid that all addenda have been received. Reference Bidder Instructions Section 2.28, entitled "Cone of Silence" which sets forth the policies and procedures relative to oral and written communications.

1.25 INTERPRETATIONS

Unless otherwise stated in the bid, any questions concerning conditions and specifications should be submitted in writing to the FSA Cooperative Contract Bid Coordinator at 2617 Mahan Drive, Tallahassee, FL 32308 or by e-mail to: COOP@flsheriffs.org

1.26 CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS

If any person contemplating submitting a Bid under this Solicitation is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, the Bidder must submit to the FSA Cooperative Bid Coordinator at least ten (10) calendar days prior to scheduled Bid opening, a request for clarification. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the Bid, if made, will be made only by Addendum duly issued by the FSA. The FSA shall issue an Informational Addendum if clarification or minimal changes are required.

The FSA shall issue a Formal Addendum if substantial changes which impact the technical submission of Bids are required. In the event of conflict with the original Contract Documents, Addendum shall govern all other Contract Documents to the extent specified. Subsequent addendum shall govern over prior addendum only to the extent specified.

The Bidder shall be required to acknowledge receipt of the Formal Addendum by signing in the space provided on the Bid Form. Failure to acknowledge Addendum shall deem its Bid non-responsive; provided, however, that the FSA may waive this requirement in its best interest. The FSA will not be responsible for any other explanation or interpretation made verbally or in writing by any other FSA representative.

1.27 SIGNED BID CONSIDERED AN OFFER

The signed bid shall be considered an offer on the part of the bidder or Vendor, which offer shall be deemed accepted upon approval by the FSA and in case of default on the part of successful bidder or Vendor, after such acceptance, the FSA may procure the items or services from other sources and hold the bidder or Vendor responsible for any excess cost occasioned or incurred thereby.

1.28 ASSIGNMENT

The Vendor shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the FSA.

1.29 METHOD OF AWARD

Award of this contract will be made to a primary bidder. FSA will also identify the second lowest and best bidder per specification and zone to be utilized in the event the primary bidder is unable to fulfill their obligations.

The FSA reserves the right to make multiple awards if deemed in the best interest of the FSA. Reference Contract Conditions Section 3.19, Basis for Award.

1.30 AUTHORITY TO RESOLVE PROTESTED BIDS AND PROPOSED AWARDS

(a) Right to protest. Any actual bidder, qualified proposer, or interested parties (hereinafter collectively referred to as the “bidder) who has a substantial interest in, and is aggrieved in connection with the solicitation or proposed award of, a request for proposals (“RFP”), request for qualifications (“RFQ”), request for letters of interest (“RFLI) or invitation to bid for goods and/or services (“herein after collectively referred to as the bid”) may protest to the FSA Cooperative Purchasing Program Administrator.. Protest arising from the decisions and votes of any evaluation or selection committee shall be limited to protest based upon deviation(s) from established purchasing procedures set forth by FSA policy and procedures and specification, requirements and/or terms set forth in any bid.

(1) Any protest concerning the bid specifications, requirements, and/or terms must be made within three (3) business days (for the purpose of this section “business day” means a day other than Saturday, Sunday or a national holiday), from the time the facts become known and, in any case, at least two (2) business days prior to the opening of the bid. Such protest must be made in writing to the FSA Cooperative Purchasing Program Administrator and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest bid specifications, requirements and /or terms is a waiver of the ability to protest the specifications, requirements and/or terms.

(2) Any protest after the bid opening, including challenges to actions of any evaluation or selection committee as provided in subsection (a) above shall be submitted in writing to the FSA Cooperative Purchasing Program Administrator. FSA will allow such bid protest to be submitted anytime until two (2) business days following the release of the Administrator's written recommendation to the FSA for award of the bid in question. Such protest shall state the particular grounds on which it is based and shall include all pertinent grounds on which it is based, and shall include all pertinent documents and evidence. No bid protest shall be accepted unless it complies with the requirements of this section. All actual bidders shall be notified in writing (which may be transmitted by electronic communication, such as facsimile transmission and/or e-mail), following the release of the Administrator's written recommendation to the FSA.

(b) Any bidder who is aggrieved in connection with the solicitation or proposed award of a purchase order based on an oral or written quotation may protest to the FSA Cooperative Purchasing Program Administrator anytime during the procurement process, up to the time of the award of the purchase order, but not after such time, Such protest shall be made in writing and state the particular grounds on which it is based and shall include all pertinent documents and evidence. No bid protest shall be accepted unless it complies with the requirements of this section.

(c) The FSA may request reasonable reimbursement for expenses incurred in processing any protest hereunder, which expenses shall include , but not limited to staff time, legal fees and expenses (including expert witness fees), reproduction of documents and other out of pocket expenses.

(d) Authority to resolve protest. The FSA Cooperative Purchasing Program Administrator shall have the authority to settle and resolve a protest concerning the solicitation or award of the bid.

(e) Responsiveness. Prior to any decision being rendered under this section with respect to a bid protest, the FSA Cooperative Purchasing Program Administrator and the FSA legal counsel, or their respective designees, shall certify whether the submission of their bidder to the bid in question is responsive. The parties to the protest shall be bound by the determination of the FSA Cooperative Purchasing Program Administrator and the FSA legal counsel with regard to the issue of responsiveness.

(f) Decision and appeal procedures. If the bid protest is not resolved by mutual agreement, the FSA Cooperative Purchasing Program Administrator and FSA Legal counsel, or their respective designees, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his or her right to challenge the decision.

(g) Any person aggrieved by any action or decision of the FSA Cooperative Purchasing Program Administrator, FSA legal counsel, or their respective designees, with regard to any decision rendered under this section may file an appeal. Reference General Conditions Section 1.30(h).

(h) All appeals arising under or relating to this Agreement are to be settled by binding arbitration in the State of Florida. Should the unsuccessful bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA within 72 hours of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within 10 days of the FSA bid protest decision.

Any person who files for arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to $5,000.00. Failure to provide written notice to FSA, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA bear the cost of their own attorney fees. For the purpose of arbitration, the filing party shall not stay the implementation of the bid award by the Florida Sheriffs Association.

(i) The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of cost and expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in the industry and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity.

Any action not brought in good faith shall be subject to sanction's including damages suffered by the FSA and the legal counsel's fees incurred by the FSA in defense of such wrongful action.

(j) Distribution. A copy of each decision by the FSA Cooperative Purchasing Program Administrator and the FSA Legal counsels shall be mailed or otherwise furnished immediately to the protestor.

(k) Stay of procurements during protest. In the event of a timely protest under this section, the contract administration shall not proceed further with the solicitation or with the award pursuant to such bid unless a written determination is made by the FSA Cooperative Purchasing Program Administrator, that the award must be made without delay in order to protect a substantial interest of the FSA.

(l) The institution and filing of a protest under this article is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the FSA concerning the subject matter of protest.

(m) Protest not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.

(n) At the time of the FSA Cooperative Bid Coordinator's recommendation for award a bid is presented at a meeting with the FSA Cooperative Purchasing Program Administrator shall report any legal issues relative to any bid protest filed in connection with the bid in question.

(o) The determination of the FSA Cooperative Purchasing Program Administrator and the FSA legal counsel with regards to all procedural and technical matters shall be final.

1.31 DEMONSTRATION OF COMPETENCY

Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid.

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the FSA.

The FSA may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the FSA in making the award in the best interest of the FSA.

The FSA may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the FSA may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the FSA through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Bidder's Bid may render the Bid non-responsive.

The FSA may, during the period that the Contract between the FSA and the successful Bidder is in force, review the successful Bidder's record of performance to insure that the Bidder is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Bidder's performance on contracts awarded to it by the FSA, the FSA may place said contracts on probationary status and implement termination procedures.

If the FSA determines that the successful Bidder no longer possesses the financial support, equipment and organization which would have been necessary during the Bid evaluation period in order to comply with this demonstration of competency section.

1.32 VENDOR ABILITY TO PERFORM:

The Vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Vendor's ability to satisfy its Contract obligations. The Vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statues, or on any similar list maintained by any other state or the federal government. Reference General Conditions Section 1.48 Non Performance. The Vendor shall immediately notify the FSA and Customer in writing if its ability to perform is compromised in any manner during the term of the contract.

1.33 QUALITY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship, meeting or exceeding federal safety standards.

1.34 NON-CONFORMANCE TO CONTRACT CONDITIONS

Items may be tested for compliance with specifications. Item delivered, not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the vendor list.
- All FSA departments and Customers being advised not to do business with vendor.

1.35 WAIVER OF INFORMALITIES

The FSA reserves the right to waive any informalities or irregularities in this bid solicitation.

1.36 GRATUITIES

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid.

1.37 TIE BIDS

Please be advised that in accordance with Florida Statues Section 287.087, regarding identical tie bids, preference will be given to vendors certifying that they have implemented a drug free work place program. A certification form will be required at the time of bid submission.

Whenever two or more bids which are equal with respect to price, quality and service are received for the procurement of commodities or contractual services preference shall be given to businesses with qualifying drug-free workplace programs.

In case of tie bids and both businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder Within (A SPECIFIC ZONE)
- Bidder Within the (STATE of FLORIDA)
- Dealers track record with Customer Service
- Coin Toss

1.38 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables Florida Sheriffs Association (hereafter known as 'FSA') to readily identify Vendor's Sales.

FSA and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Contract or Agreement and all government sales and eligible users info for review and kept by or under the control of the Vendor, including, but not limited to those kept by the Vendor, its employees, agents, assigns, successors, and Sub-Vendors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; memoranda; and correspondence.

Vendor shall, at all times during the term of this Contract or Agreement and for a period of Three (3) years after the completion of this Contract or Agreement, maintain such records, together with such supporting or underlying documents and materials. The Vendor shall at any time requested by FSA, whether during or after completion of this Contract or Agreement, and at Vendor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by FSA. Such records shall be made available to FSA (subject to a three day written notice) during normal business hours.

FSA at their option may select the Vendor's office, place of business or offsite location for the audit; and/or option to have the Vendor provide financial records, together with the supporting or underlying documents and records, via e-mail or phone for audit at a time and location that is convenient for FSA.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and Sub-Vendors and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and

any Sub-Vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by FSA unless certain exemption criteria are met. If the audit identifies under reporting, overpricing or overcharges (of any nature) by the Vendor to FSA in excess of three (3) percent (3%) of the total contract billings, the Vendor shall reimburse FSA for the total costs of the audit not to exceed $5,000.00. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the Vendor.

Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Vendor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of FSA's findings to Vendor.

1.39 FINANCIAL RESPONSIBILITY

Bidder affirms by his or her signature on the contract signature page that he or she:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid, and has the adequate facilities and personnel to fulfill such requirements;
- Accepts the financial responsibility associated with this bid, and declares that he or she has the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award.
- In assessing financial responsibility, Vendor shall consider items such as the specifications bid, the zones bid, and the quantity of specifications bid, as well as timing of payment from customers, which can be 45 days from receipt of invoice;
- Assumes full responsibility that all vehicles delivered to the customer are free and clear of all outside liens, encumbrances, security interests apart from the dealer floor plan or other dealer inventory finance security interest.

1.40 LAWS, PERMITS AND REGULATIONS

The bidder shall obtain and pay for all licenses, permits and inspection fees (including all levels of governmental fees) required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein.

1.41 LIABILITY, INSURANCE, LICENSES AND PERMITS

Where bidders are required to enter or go onto FSA or Customer property to deliver materials or perform work or services as a result of a bid award, the successful bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable County and Municipal code requirements. The bidder shall be liable for any damages or loss to the FSA or Customer occasioned by negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of his or her bid.

1.42 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE

Bid Bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. After acceptance of bid, the FSA will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions.

Agencies may request a performance bond from an Awarded Vendor. Performance Bonds are recommended with pre-payment and will be at the expense of the requesting agency. Agencies should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

1.43 ELIMINATION FROM CONSIDERATION

This bid solicitation shall not be awarded to any person or *dealer* who is in arrears to the FSA upon any debt, taxes or contracts which are defaulted as surety or otherwise upon any obligation to the FSA.

1.44 COLLUSION

Bids from related parties: Where two (2) or more related parties each submit a bid or bid for any contract, such bids or bids shall be presumed to be collusive**.**

The foregoing presumption may be rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or bids.

Related parties mean bidders or proposers or the principals thereof which have a direct or indirect ownership interest in another bidder or proposer for the same contract or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract. Bids or bids found to be collusive shall be rejected.

Bidders or Proposers who have been found to have engaged in collusion will be considered non-responsible, and will be suspended or barred, and any contract resulting from collusive bidding may be terminated for default.

Notes: Dealerships and their representatives may submit multiple bids without conflict of "Collusion" as long as the bid submitted is not from the same manufacture and product line. Dealerships which share the same ownership may submit multiple bids also without conflict of collusion as long as the bidders are not in the same region, with the same manufacturer and product line. Vendors/Dealers Reference Contract Terms Section 3.07 Collusion 2nd Ref.

1.45 DEFAULT

Failure or refusal of a bidder to execute a contract upon award, or withdrawal of a bid before such award is made, may result in forfeiture of that portion of any bid surety required equal to liquidated damages incurred by the FSA thereby, or where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the bidder's list.

1.46 DISPUTES

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the FSA shall be final and binding on both parties. In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

Any agreement resulting from the award of this Bid (if applicable); then Addenda released for this Bid, with the latest Addendum taking precedence;

- then The Bid;
- Then Awardee's Bid.

1.47 PROTESTS AND ARBITRATION

Any person who proposes to file an action protesting a decision or intended decision pertaining to this bid or the resulting contract should refer to 1.38 Authority to Resolve Protested Bids and Proposed Awards.

Additionally, the person or entity filing such protest shall post with the Florida Sheriffs Association at the time of filing the formal written protest or within the 10 business day period allowed for filing the formal written protest, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to $5,000.00, which bond or security will be conditioned upon the payment of all cost which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. For the purpose of bid protests, the filing party shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA within 72 hours of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within 10 business days of the FSA bid protest decision. Any person who files for arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to $5,000.00. Failure to provide written notice to FSA, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings.

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA bear the cost of their own attorney fees.

For the purpose of arbitration, the filing party shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.48 NON-PERFORMANCE

Vendor shall at all times during the contract term remain responsive and responsible. In determining Vendor's responsibility as a vendor, the FSA Cooperative Purchasing Program Administrator shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Vendor's capability to fully satisfy the requirements of the solicitation and the contract.

Vendors that are not in compliance with any of the provisions of this contract can be assessed fines (see schedule of fines below), suspended and or terminated from the contract and future competitive bid solicitations at the discretion of the FSA Cooperative Purchasing Program Administrator.

In some instances, Vendors may be required to develop corrective action plans to address contract compliance. In situations where there is evidence the dealer, Vendor, fleet sales manager or other representative has demonstrated egregious breaches of the contract or trust to both with the FSA and the customer, the contract will automatically be terminated and the dealer and their representative will be removed from future solicitations for a period up to three (3) years.

Failure to abide by corrective action plans will result in the dealer and the dealer representative to be terminated from the contract and future competitive bid solicitations at the discretion of the FSA Cooperative Purchasing Program Administrator.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year and/or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the Customer, any misrepresentation of optional equipment or service as being "factory" that fails to meet the definition as described in this document, and any other practice deemed to be outside of the intent of the contract.

Any Vendor, who is presented with a valid purchase order as a result of a bid award for this contract, is required and bound by this contract to accept such purchase order(s) and deliver the product(s); regardless if the vehicle(s) or equipment is a base model or includes options at a higher cost. The Vendor must deliver this vehicle regardless of profit or loss based on their respective bid. Failure to deliver said vehicles or equipment will result in the ordering agency and the FSA seeking damages for the difference of cost to issue the exact same order with another Vendor plus any legal fees and damages that may be incurred in the process to facilitate a completed order.

All terms and conditions are applicable throughout the term of the contract and not any given "Year, Make or Model".

Schedule of Fines – The list of fines are a minimum result of non-compliance.

Failure to submit quarterly report on time	$25.00 per day
Lost Purchase Order* (PO) – 1st Offense	$100.00 per incident
Lost Purchase Order* (PO) – 2rd Offense	$250.00 per vehicle
Lost Purchase Order* (PO) – 3rd Offense	Removal from the Contract
Failure to place order within ten (10) business days	$100.00 per day
Failure to issue acknowledgment of Purchase Order to Agency and/or FSA within the 14 calendar days as per 3.54 of the terms and conditions	$100.00 per P.O
Failure to Report Sales	.0075 plus 1.5% each month following the delivery date.

*Each report of a lost purchase order will be handled on a case by case basis.

1.49 CANCELLATION

In the event any of the provisions of this bid are violated by the Vendor, the Business Operation Manager shall give written notice to the Vendor stating the deficiencies and unless deficiencies are corrected within ten (10) business days, recommendation will be made to the FSA for immediate cancellation. The FSA reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

1.50 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

1.51 TERMINATION FOR DEFAULT

If through any cause within the reasonable control of the successful bidder, it shall fail to fulfill in a timely manner, or otherwise violate any of the covenants, agreements, or stipulations material to the Agreement, the FSA shall thereupon have the right to terminate the services then remaining to be performed by giving written notice to the successful bidder of such termination which shall become effective upon receipt by the successful bidder of the written termination notice.

In that event, the FSA shall compensate the successful bidder in accordance with the Agreement for all services performed by the bidder prior to termination, net of any costs incurred by the FSA as a consequence of the default.

Notwithstanding the above, the successful bidder shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the Agreement by the bidder, and the FSA may reasonably withhold payments to the successful bidder for the purposes of set off until such time as the exact amount of damages due the FSA from the successful bidder is determined.

1.52 TERMINATION FOR CONVENIENCE OF FSA

The FSA, for its convenience, can terminate the contract in whole or part without cause by giving written notice to the Vendor of such termination, which shall become effective thirty (30) days following receipt by bidder of such notice.

In that event, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The Vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The Vendor shall not be entitled to recover any lost profits that the Vendor expected to earn on the balanced of the Agreement or cancellation charges.

Any payments to the Vendor shall be only to the total extent of the FSA liability for goods or services delivered prior to the date of notice to terminate the contract.

1.53 INTELLECTUAL PROPERTY Rev 2/16

Except for the rights expressly granted to the End User under this Agreement, the Florida Sheriffs Association will retain all right, title and interest in and to the Licensed Technology, including all worldwide Technology and intellectual property and proprietary rights.

2.0 BIDDER INSTRUCTIONS

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2.01 BIDDER QUALIFICATIONS

In order for bids to be considered, new bidders to the Florida Sheriffs Cooperative Contract must submit with their bid, evidence that they are qualified to satisfactorily perform the specified service. Evidence shall include all information necessary to certify that the bidder maintains a permanent place of business; is an authorized distributor of the items specified in their proposal; has not had just or proper claims pending against him or his firm; and has provided similar type products. The evidence will consist of listing of contracts for similar services that have been provided to public and private sector clients, within the last three (3) years, and letter from the manufacturer that bidder is an authorized distributor for the proposed manufacturer.

2.02 LICENSING/FACILITIES

Bidders are required to possess a Florida Motor Vehicle Dealers License in order to bid and all bidders must maintain a repair/warranty facility within the State of Florida to provide sales and service for the vehicles and equipment bid.

FSA Cooperative Purchasing Program Administrator reserves the right to periodically request additional or updated information from a dealer regarding the repair/warranty facility during the solicitation and the term of the contract, if awarded. The FSA Cooperative Purchasing Program Administrator may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION: (Reference Contract Check List for applicability to this contract)

Vendor shall be fully liable for the actions of its agents, employees, partners, or Sub-Vendors and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by bidder, its agents, employees, partners, or Sub-Vendors; provided, however, that the bidder shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Florida Sheriffs Association, and participating agencies.

Vendor's obligations under the above paragraph with respect to legal action are contingent upon the Florida Sheriffs Association, participating agencies giving the bidder (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at bidder's sole expense. Vendor shall not be liable for any cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies in any legal action without bidder's prior written consent, which shall not be unreasonably withheld.

The Vendor shall be responsible for his work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project.

The Vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the Vendor is acting as an independent Vendor.

The Vendor, at all times during the full duration of work under this contract, including extra work in connection with this project shall meet the following requirements:

Maintain Automobile Liability Insurance including Property Damage covering all owned, non-owned or hired automobiles and equipment used in connection with the work.

No change or cancellation in insurance shall be made without thirty (30) days written notice to the Business Operation Manager.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least B+: VI or better per Best's Key Rating Guide, latest edition.

Original signed Certificates of Insurance, evidencing such coverage's and endorsements as required herein shall be filed with and approved by the Business Operation Manager prior to execution of a contract with the Florida Sheriffs Association.

The certificate must state Bid Number and Title. Upon expiration of the required insurance, the Vendor must submit updated certificates of insurance for as long a period as any work is still in progress.

It is understood and agreed that all policies of insurance provided by the Vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the Business Operation Manager.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

"The Vendor hereby agrees to indemnify and hold harmless the FSA, a 501c3, its officers, agents, and employees from all claims for bodily injuries to the public in and up to the amount of $1,000,000.00 for each occurrence and for all damages to the property of others in and up to the amount of $1,000,000.00 for each occurrence per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the Vendor, his agents, servants, or employees, or through the mere existence of the project under contract".

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The Vendor will notify his insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The Vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The Vendor will secure and maintain policies of Sub-Vendors. All policies shall be made available to the FSA upon demand. Compliance by the Vendor and all Sub-Vendors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the Vendor and all Sub-Vendors of their liabilities and obligations under any Section or Provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the Sub-Vendor and of persons employed by them as he is for acts and omissions of persons directly employed by him.

Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to provide acceptable evidence of current insurance within seven days of receipt of written notice at any time during the contract term, the FSA shall have the right to consider the contract breached and justifying the termination thereof. If bidder does not meet the insurance requirements of the specifications; alternate insurance coverage, satisfactory to the Business Operation Manager, may be considered.

It is understood and agreed that the inclusion of more than one insured under these policies shall not restrict the coverage provided by these policies for one insured hereunder with respect to a liability claim or suit by another insured hereunder or an employee of such other insured and that with respect to claims against any insured hereunder, other insured's hereunder shall be considered members of the public; but the provisions of this Cross Liability clause shall apply only with respect to liability arising out of the ownership, maintenance, use, occupancy or repair of such portions of the premises insured hereunder as are not reserved for the exclusive use of occupancy of the insured against whom claim is made or suit is filed.

2.04 SPECIFICATIONS

All units covered by this specification and the detailed specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with ALL standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the bid document. Bidders must supply a unit that either meets or exceeds all the requirements included in the applicable detailed specifications.

All bidders will be required to bid on the models listed in each designated specification.

All bidders will be required to provide any information requested on the price sheets, such as manufacturer and model number of various components, or may have their bid rejected.

All equipment, options, and features provided must be designed, constructed, and installed to be fully suitable for their intended use and service.

It is important to note "Full Size" spare tires are not standard with all vehicles regardless of Manufacturer, Make or Model. It is the end users responsibility to ensure your vehicle order meets your agencies specifications.

2.05 CUSTOMER SERVICE

Excellent customer service is the standard of the FSA. As Vendors of the FSA, all employees will be required to adhere to the FSA's "Service Excellence" standards and expected to conduct themselves in a professional, courteous and ethical manner in all situations.

The successful bidder's employees must work as a cooperative team of well-trained professionals, and must serve the public with dignity and respect. All business transactions with the FSA will be conducted with honesty, integrity, and dedication.

2.06 FIXED PRICES

If the bidder is awarded a contract under this bid solicitation, the prices quoted by the bidder on the Bid Forms shall remain fixed and firm during the initial term of this contract.

2.07 REFERENCES

Bidders shall furnish the names, addresses, telephone numbers, and address of a minimum of five (5) firms or government organizations for which the Vendor is currently providing or has provided similar services on company letterhead. Two (2) of the references must be government related. A dealer participating for the first time in government fleet sales/bidding may be considered exempt if they can demonstrate they have the appropriate facility, staffing and financial resources to support the contract should they receive an award. Reference Bidder Instructions Section 2.01 Bidder Qualifications.

2.08 SEALED BIDS

One Original and one copy (on a thumb drive) of the Bid as well as any other pertinent documents must be returned in order for the bid to be considered for award. All bids are subject to the conditions specified hereon and on the attached Special Conditions, Specifications and Bid Form.

The completed bid must be submitted in a sealed envelope clearly marked with the Bid Title to the attention of FSA Cooperative Bid Coordinator, Florida Sheriffs Association, 1st Floor, 2617 Mahan Drive, Tallahassee FL 32308. Facsimile, electronic, or faxed bids will not be accepted.

2.09 NO BID

If not submitting a bid, respond by returning the enclosed "NO BID" form questionnaire, and explain the reason. Repeated failure to bid without sufficient justification shall be cause for removal of a supplier's name from the bid mailing list.

2.10 SPECIFICATION EXCEPTIONS, OMISSION AND ERRORS

Specifications are based on the most current manufacturer literature available. Bidders should immediately notify the FSA Cooperative Purchasing Program Administrator of any defects in the specifications or required submittal documents. All notifications of defect must be in writing and timely submitted.

Bidders are required to indicate in their bid submissions those options which "require" additional equipment or model upgrade to obtain the original option. Bidder must also identify those options that are available as a part of a package or group. The factory codes listed in the "Prices" section of the Special conditions must be used.

Failure of a bidder to comply with these provisions will result in bidders being held responsible for all cost required to bring the vehicle into compliance with the contract specifications.

Bidders are strongly encouraged to thoroughly review the qualification requirements set forth, specifically the minimum specifications found in Bidder Instructions Section 2.04, identified by the words "must", "shall", and "will". Bidders who fail to satisfy the requirements set forth, may be deemed nonresponsive and receive no further consideration.

Should your proposed bid not be able to meet one (1) or more of the requirements set forth in this ITB and you are proposing alternatives to said requirements, you must notify the FSA Cooperative Bid Coordinator's Office in writing at least five (5) days prior to the deadline for submission of bids. The FSA reserves the right to revise the scope of services via addendum prior to the deadline for receipt of bids to receive full consideration.

Exceptions to the specifications at the time of the bid shall be listed on the Bid Form and shall reference the section and with a written explanation for the request for exception. **Any exceptions to the General or Special Conditions shall be cause for the bid to be considered non-responsive.**

2.11 COMPLETE INFORMATION REQUIRED ON BID FORM

All bids must be submitted on the attached Bid Form and all blanks filled in. To be considered a valid bid, the ORIGINAL AND ONE (1) ELECTRONIC COPY of the Bid Form pages and all required submittal information must be returned, properly completed and sealed envelope as outlined in the first paragraph of General Conditions.

2.12 MISTAKES

Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk.

2.13 SAMPLES

Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify samples may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Florida Sheriffs Association, Attention: Cooperative Bid Coordinator, 2617 Mahan Drive, Tallahassee FL 32308.

2.14 EQUIVALENTS

The term "Approved Equivalent" is used to allow a bidder to bid components or equipment that are equal to the components or equipment described in the detailed specifications. The FSA Cooperative Purchasing Program Administrator shall have the sole authority to determine approved equivalents or qualified product specifications.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

If bidder offers a make or model of equipment or supplies other than those specified in the following, it must be so indicated in the bid submittal.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications and MUST BE INCLUDED WITH THE BID. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.

Lacking any written indication of intent to quote an alternate brand or model number, the bid will be considered as a bid in complete compliance with the specifications as listed on the attached form.

Dealers offering alternate makes, manufacturers of vehicles or equipment not specifically identified in the bid cannot utilize or publish the offering as an "OPTION" within the bid specification and detail. Offerings of this nature will cause the bid to be rejected.

2.15 REQUESTS FOR ADDITIONAL INFORMATION OR CLARIFICATION

Bidders are encouraged to examine the specifications carefully. In case doubt should arise as to the meaning or intent of any items contained in the specifications, inquiry should be made to the FSA Cooperative Purchasing Program Administrator prior to the Pre-Bid Conference via e-mail or at the pre-bid conference in person. Telephone clarifications will not be accepted, and no clarification will be accepted after the date listed in the Bid Calendar. ALL request for information from bidders and FSA responses will be will be posted on the FSA Cooperative Bid Award website by the date scheduled on the Bid Calendar.

The submission of a bid shall indicate that the bidder thoroughly understands the terms of the specifications.

2.16 WORKSHOPS – CONTRACT/SPECIFICATIONS

ALL prospective bidders are required to attend the MANDATORY* vehicle workshop(s). At this time prospective bidders will have the opportunity to offer input and recommendations regarding the content of the bid specification and to meet with committee members to answer any questions relative to this invitation to bid. Any suggested modifications may be presented in writing or discussed with the advisory committee at this meeting and may be considered in formulating the Bid.

ALL addendums to the contract initiated by the FSA will be posted on the Florida Sheriffs Association Cooperative Purchasing Program Award at http://www.flsheriffs.org. Prospective bidders should check the website periodically for any addendums to the solicitation documents.

**FSA reserves the right to grant exceptions based on the dealer/bidder has met all requirements as an approved vendor and agrees to sign a memo of understanding (MOU) that they understand all of the terms and conditions of the bid and agree to meet all of the terms and conditions without exception and further waive their right to protest the bid process, in its entirety or any portion thereof..*

2.17 PRE-BID CONFERENCE

ALL prospective bidders are required to attend the MANDATORY* Pre-Bid conference. At this meeting the bid specifications will be discussed and it is the final opportunity for prospective bidders to make any last request for modification, corrections, or addressing other concerns relating to the bid or the process.

**FSA reserves the right to grant exceptions based on the dealer/bidder has met all requirements as an approved vendor and agrees to sign a memo of understanding (MOU) that they understand all of the terms and conditions of the bid and agree to meet all of the terms and conditions without exception and further waive their right to protest any portion of the bid process.*

2.18 PRICES QUOTED

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the bidding specifications.

Dealers are to include a three quarters of one percent (.0075) FSA administrative fee to their base bid prices, at the time of bid submission. This FSA fee should also be included in all additional equipment items (add options) and should not be indicated as a separate line item on any purchase order. Cross-reference: Contract Conditions, FSA Administrative Fees for All Specifications, Section 3.35

In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). The dealer has the authority to offer discounts for prompt payment.

Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).

2.19 OPTION PRICING

Prices for options submitted by the dealer, for Emergency Vehicle Lighting, shall include all applicable state and federal fees and charges not including installation. Motorcycle pricing will include installation. No additional charges or fees are admissible.

The bidder shall offer a discount which shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published catalog price for any factory add options included in the bid submission and in resulting customer orders, if awarded. The amounts of discounts for each particular add option shall be decided by the bidder.

When calculating upgrades, the total recognized MSRP (Refer General Conditions, General Definitions Section 1.08) for an item (that is not a manufacturer's free flow option for the base specification) is calculated as the differential between the dealer costs on the representative base vehicle versus total MSRP of the requested FSA option modifying the vehicle.

When add options listed are included in the base vehicle, bidder must submit options as "Included" or "STD". Bidder must use proper factory codes for all factory add options. Options available through the factory MUST be bid and supplied to Customer as "factory" options unless requested otherwise in writing by the Customer.

Products requiring certification should likewise require certification of options. If the options are not certified, this should be disclosed to the end user if purchasing non-certified options could result in the de-certification of the original product and/or warranty. All options must meet national safety standards.

Options are intended to add or delete equipment and/or features from the base vehicle specification, and to allow for an upgrade or downgrade to a manufacturer's model with a slightly different engine size or horsepower, and as such, should not be made available for purchase separate from the base vehicle. Bidders shall NOT use add or delete options to create a piece of equipment that is entirely different than the base unit called for in the specification, or any other options that do not meet the intention of options as stated above.

Bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part of another option.

The codes listed in the "Prices" section of the Special Conditions must be used. Any dealer found requiring a buyer to purchase an "upgrade package" in order to purchase an available stand-alone item will be in violation of this contract and required to make a reimbursement to the agency of the cost between the option and the upgrade package.

The use of "Options" to facilitate the sale of an alternate Manufacturer's product which is outside the scope of the written base specification will be construed as non-compliant and their bid will be rejected, in whole or part by the FSA Bid Coordinator.

Example: Bidder CANNOT include option upgrades that result in the selling of a vehicle or truck on one specification that is offered as a separate specification in the bid solicitation. For example, a Vendor who is awarded the bid for 25,500 lb. GVWR Cab & Chassis cannot upgrade this item through an add option to a 30,000 lb. GVWR Cab & Chassis in order to circumvent the bid award winner for the 30,000 lb. GVWR Cab & Chassis.

2.20 SUBMITTAL OF BID

Bidders must submit their bid electronically via the Florida Sheriffs Association Cooperative Bid Award, located at http://www.flsheriffs.org.

Any bidder who offers emergency lighting and equipment (red, blue or any combination) to be installed on any vehicle or equipment, must provide evidence of EVT certification for installation. This includes any third party, up fitting. Example: a truck that may be used in the fire department to support the operation that requires public safety lighting and equipment.

Bidders must bid a requested FSA option first by offering the requested item if available from the factory. If this option is satisfied by the addition of a manufacturer's package that contains other items then it must be indicated in the comments

and verifiable via audit. Furthermore, if the package offered to satisfy the request requires another factory option then that also must be indicated and referenced in the available optional equipment spaces. If the item is a package and available as a free flowing option to the base vehicle then the manufacturer's MSRP governs and by definition becomes the ceiling price. If the item is a package that changes the manufacturer's model number then the recognized MSRP computation will govern and define the ceiling price.

Prices are to be rounded to the nearest dollar. Bids can be entered more than once; however, only the last bid entered into the system will be considered in the award process. Bids not submitted within the system will be rejected.

Each bidder is responsible for ensuring that his bid is submitted before the deadline outlined in the Bid Calendar. Late bids will not be considered and the system will not accept bids after the due date and time specified in the Bid Calendar. Reference: Bidder Instructions Section 2.23, Late Bids.

In addition to submitting the bid via the FSA Cooperative Bid Award system, one original and one (1) exact copy (includes divider tabs) of the bid package in separate 3-ring VIEW binders (not report folders) must be delivered or mailed to the attention of:

FSA Cooperative Bid Coordinator
Florida Sheriffs Association
2617 Mahan Drive
Tallahassee, Florida 32308
FLEET@flsheriffs.org

The electronic cover sheet must be completed with dealership name, contact person, telephone number and mobile phone number, and bidder shall check the appropriate box indicating whether the submittal is an Original or Copy. The cover sheet must be placed in the front cover of the view binder.

Separate bid packages must be submitted for each individual dealership for which a bid was submitted through FSA Cooperative Bid Award. The bid package must include:

- A printed copy of the submitted bid (printed after final bid submission takes place)
- Manufacturer's print-out (Ford - "Dora"; General Motors - "GM Autobook"; or approved equivalent) for each vehicle on which a bid is submitted. The Manufacturer's print-out shall indicate an order code for the Manufacturer's base model, all standard equipment, and any optional components required to provide the base vehicle as outlined in the bid solicitation. Dealer installed aftermarket components are required to meet the base vehicle specified must be identified, in writing, on the printout.
- For specifications or units that do not produce a manufacturer's print-out, bid package must include manufacturer's documentation that includes standard equipment and such other information that provides verification that such item meets the base specification.
- Pricing Sheet for Emergency Vehicle Lighting (if applicable)
- Contract Signature page. Bidder must complete the Signature Page in its entirety, and must indicate by signature on the form that bidder has read and understands the provisions contained in this Invitation to Bid.
- Bidder will check the appropriate box indicating whether the submittal is an Original or Copy. All bids must show the company name and be manually signed (no rubber stamps, facsimile signatures, etc.) in ink by a dealer principal and an employee who has the authority for bid submission if such employee is not a dealer principal. Unsigned bids will be rejected.

- The bid package must be received at the Florida Sheriffs Association according to the date and time specified in the Bid Calendar. Failure to meet all submission requirements by the dates indicated in the Bid Calendar will result in rejection of the bid. Reference: Bidder Instructions Section 2.23, Late Bids.

- By virtue of its bid submission, Vendor acknowledges its obligation to sell vehicles in all zones for which it is awarded.

2.21 EXECUTION OF BID

Bid must contain a manual signature of an authorized representative in the space provided on the Bid signature page. Failure to properly sign bid shall invalidate same and it shall NOT be considered for award. All bids must be completed in pen and ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid. Any illegible entries, pencil bids or corrections not initialed will not be tabulated. The original bid conditions and specifications CANNOT be changed or altered in any way. Altered bids will not be considered. Clarification of bid submitted shall be in letter form, signed by bidders and attached to the bid.

2.22 MODIFICATION/WITHDRAWALS OF BIDS

A Bidder may submit a modified bid to replace all or any portion of a previously submitted bid up until the bid due date and time.

Modifications received after the bid due date and time will not be considered.

Bids shall be irrevocable until contract award unless withdrawn in writing prior to the bid due date or after expiration of 120 calendar days from the opening of Bids without a contract award.

Letters of withdrawal received after the bid due date and before said expiration date and letters of withdrawal received after contract award will not be considered.

2.23 LATE BIDS

At time, date and place above, bids will be opened. Any bid or bids received after time and date specified will be returned to the bidder unopened. The responsibility for submitting a bid before the stated time and date is solely and strictly the responsibility of the bidder/proposer. The FSA is not responsible for delays caused by mail, courier service, including U.S. Mail or any other occurrence. Any reference to time will be based on Eastern Standard Time (EDST)

2.24 BID OPENING

Bids shall be opened and publicly read on the date, time and place specified on the Bid Calendar and will be evaluated thereafter. All bids received after the date, time, and place shall be returned, unopened.
Although prices will not be read, bidders may attend, but it is not a requirement.

The FSA Cooperative Bid Coordinator will electronically post the initial bid tabulation results and any and all awards on the FSA Cooperative Bid Award website according to the time outlined in the Bid Calendar.

If the posting of the initial bid tabulation results is delayed, in lieu of posting the notice on the date indicated on the Bid Calendar, the FSA Cooperative Bid Coordinator will post a notice of the delay and a revised date for posting of results.

2.25 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, your bid must conform in all material respects to the requirements stated in their Bid.

2.26 BID TABULATIONS

Bidders desiring a copy of the bid tabulation may request same by enclosing a self- addressed stamped envelope with the bid.

2.27 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA has the right to accept or reject any and all bids, or separate portions thereof, and to waive any irregularity, technicality or omission if the FSA determines that doing so will serve in the FSA's best interest. The FSA may also reject any Response not submitted in the manner specified by the solicitation documents.

2.28 CONE OF SILENCE

This invitation to bid is subject to the "Cone of Silence" in accordance with FSA policy. During this period all questions / communication will only be accepted in writing directly to the FSA Cooperative Purchasing Program Administrator. All questions and communication and their associated responses will be posted to the FSA Cooperative Bid Award website.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions Rev 08/0916

3.0 CONTRACT CONDITIONS

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3.01 GENERAL REQUIREMENTS FOR ALL VEHICLES

The requirements specified herein apply to ALL vehicles purchased under the terms and conditions of this contract. This specification is not complete without the specific requirements described in the detailed specifications for the particular vehicle to be purchased. In the event there is a conflict between the requirements of this specification and those of the enclosed detailed specifications, the requirements as stated in the detailed specifications over and above the vehicle standard equipment for the vehicle to be purchased shall apply.

Vendor/Dealers may offer demonstration vehicles that have never been titled, if acceptable to purchaser. These vehicles are to include the original manufacturer's warranty and may include additional discounts. It is determined that Fire/EMS related vehicles qualify as new/demonstrator vehicles if they comply with the above and are 2-3 model years from the newest available year model and have no more than 24,000 miles on the odometer. Heavy equipment qualifies as new/demonstrator equipment if they comply with the above and the engine hours do not exceed 1250 hours. *This is not applicable to sedans and light trucks*.

3.02 CONDITION AND PACKAGING

It is understood and agreed that any item offered or shipped as a result of this bid shall be the latest new and current model offered (most current production model at the time of this bid). If the production year has been exhausted any time during the contract, vendor may offer the current production model at the time of the purchase at no extra cost. Exceptions to this section include, but are not limited to: Changes to federal emissions standards resulting in additional production costs.

3.03 PRODUCTION CUTOFF

Vendor shall notify the FSA Cooperative Purchasing Program Administrator, in writing, no less than sixty (60) calendar days prior to the close of "Fleet Final Order Date". Reference Definitions, 1.08 (q) Balance Out.

Purchase Orders received by the Vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer. Purchase Orders issued and received after the cutoff date will be subject to availability.

If a purchase order has been timely received by the Vendor and the manufacturer and the manufacturer fails to produce/deliver the production year vehicle, the Vendor must provide the next year's equivalent model at current contract prices.

Purchase Orders received by the Vendor after the cutoff date, the Vendor and manufacturer at their sole discretion may choose to provide next year's model at current year's prices until the end of the contract term.

3.04 DETERMINATION OF AWARD

The FSA shall award the contract to the lowest and best bidder. In determining the lowest and best bidder, in addition to price, there shall be considered the following:

- The ability, capacity and skill of the bidder to perform the Contract.
- Whether the bidder can perform the Contract within the time specified, without delay or interference.
- The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- The quality of performance of previous contracts.
- The previous and existing compliance by the bidder with laws and ordinances relating to the Contract.

3.05 FACILITIES

The FSA reserves the right to inspect the bidder's facilities at any time with prior notice.

3.06 SUBSTITUTIONS

The FSA WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their bid once awarded. Any substitute shipments will be returned at the bidder's expense.

3.07 COLLUSION

Dealerships and their representatives may submit multiple bids without conflict of "Collusion" as long as the bid submitted is not from the same manufacture and product line. Dealerships which share the same ownership may submit multiple bids also without conflict of collusion as long as the bidders are not in the same region, with the same manufacturer and product line. Reference General Conditions 1.44 Collusion for extended definition.

3.08 OPTION TO RENEW WITH PRICE ADJUSTMENT

The contract could be extended for an additional two (2) years, on a year to year basis, if mutually agreed by upon both parties. Prior to completion of each exercised contract term, the FSA may consider an adjustment to price due to increases or decreases on the Consumer Price Index; but in no event will the prices be increased or decreased by a percentage greater than the percentage change reflected in the Nationally published Consumer Price Index-Goods and Services, computed 60 days prior to the anniversary date of the contract.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request or adjustment should be submitted 60 days prior to expiration of the then current contract term.

The vendor adjustment request must clearly substantiate the requested increase. If no adjustment request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period will not be considered.

The FSA reserves the right to accept the renewal adjustment or to allow the contract to terminate and re-advertise for bids, whichever is in the best interest of the FSA.

3.09 VEBA

The VEBA System is being replaced and VEBA is sun-downing with an estimated timeframe of Fall 2016. All references of VEBA are replaced with FSA Cooperative Bid Award.

3.10 AMENDMENTS TO SOLICITATION DOCUMENTS

The FSA Cooperative Purchasing Program Administrator retains the right to issue amendments to the solicitation as appropriate and necessary. Notice of any amendment will be posted on the FSA Cooperative Bid Award website. Bidders are responsible for monitoring the FSA Cooperative Bid Award website for new or updated information concerning the bid.

3.11 ADDITIONS AND DELETIONS to the Bid Award

The FSA reserves the right to add or delete any items from this bid or resulting contract(s) when deemed to be in the best interest of FSA and the participating eligible users.

The FSA reserves the right to add additional manufacturer lines and brands to the bid award as they become available and are not in conflict with any already awarded dealer representing or competing with the same manufacturer and brands. These Manufacturers/Dealers may be considered as additional providers of good and/or services to the contract after having met all of the criteria necessary to be an approved vendor and their product or service meets the minimum specifications of the original bid.

FSA reserves the right to remove, discontinue or suspend the sale or offering of any product or commodity within the bid document or existing contract, at its discretion.

This decision to take action may be based upon and not limited to:

- Slow or No Sales
- Product Recalls and Other Safety Issues
- Dealer/Manufacturer Performance
- Lack of Relevance of Products/Commodities

If an FSA awarded dealer terminates a product line (Manufacturer or Brand), the dealer is required to notify the FSA Cooperative Bid Coordinator within ten (10) business days of the decision not to retain the Manufacturer or Brand.

In the event a manufacturer reassigns the product line to an alternate dealer, the manufacturer and the dealer is required immediately to notify the FSA in writing of the change within ten (10) business days confirming the reassignment. If the vendor/dealer is not already an approved FSA vendor, the vendor is required to apply to the FSA to become an approved vendor PRIOR to conducting any qualified sales. The dealer and the manufacturer are required to honor the contract pricing and all of the applicable terms and conditions throughout the remaining term of the contract.

3.12 HYBRIDS and other ALTERNATIVE FUELED VEHICLES

The Florida Sheriffs Association and the Florida Association of Counties encourage the purchase of alternative fueled vehicles. Bidders shall provide prices for any standard production, special productions, limited production or experimental vehicles available from the vehicle manufacturer for any of the classes of vehicles specified in this bid. State the production status of the vehicle and enclose any and all available literature and information for each specification bid.

3.13 POLICE RATED VEHICLES/MOTORCYCLES (PPV)

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These vehicles were historically referred to as “Pursuit Rated”.

These evaluations are not designed to recommend a particular product but to serve as a resource of information on vehicles which are currently being offered for police service. To see the full detailed report click or copy the links below.

The importance with which each individual phase is weighted in these evaluations is a subjective decision which should be made by each agency based upon that agency’s needs.

For the purposes of this bid specification the following recognized authorities are as follows;

STATE OF MICHIGAN Department of State Police and
Department of Technology, Management and Budget
Police Vehicle Evaluation Program
http://www.michigan.gov/documents/msp/2016_MY_Police_Vehicle_Evaluation_Test_Book_516080_7.pdf

Excerpt from the State of Michigan General introduction.
"We recommend you review the information contained in this report and then apply it to the needs of your agency.
This report is not an endorsement of products, but a means of learning what's available for your officers so they can do their job effectively and safely. If anything in this report requires further explanation or clarification, please call or write."

LASD LAW ENFORCEMENT VEHICLE TEST AND EVALUATION PROGRAM

Vehicles: http://www.la-sheriff.org/s2/static_content/srvc/documents/2016_Vehicle_Test_Booklet.pdf
Motorcycles: http://www.la-sheriff.org/s2/static_content/srvc/documents/2016-Motorcycle-Test-Booklet.pdf

Preface from LASD Evaluation Report
The Los Angeles County Sheriff's Department first implemented its police vehicle testing program in 1974. Since that time, our department has become nationally recognized as a major source of information relative to police vehicles and their use. It is our goal to provide law enforcement agencies with the information they require to successfully evaluate those vehicles currently being offered for police service. The Los Angeles County Sheriff's Department is proud to publish this information, via the internet, to all law enforcement agencies. Since the inception of our vehicle testing program in 1974, we have continually refined our efforts in this area in order to provide the law enforcement community with the most current information available. During the 1997 model year testing, the Sheriff's department expanded its existing criteria to include an urban or "city street" pursuit course. This course consists of multiple city block distances punctuated by the various types of turns normally found in most inner city environments. The "city street" course is designed to simulate the conditions encountered by most officers working in typical urban communities. The test is only conducted on vehicles offered with a factory "Police Package". Since many law enforcement agencies buy "non-pursuit" vehicles, we also test vehicles offered in a "Special Service" configuration when offered by the manufacturers. These vehicles are tested in a similar fashion as "Police Package" vehicles however we do not subject them to the city street pursuit course. The booklet is not intended as a recommendation for any specific vehicle contained within. The Sheriff's Department conducts the vehicle testing program in order to accomplish two primary goals. To provide law enforcement agencies with the data necessary to assist those in the vehicle selection process, and to provide the various vehicle manufacturers with the input necessary to better meet the needs of law enforcement. We recognize the fact that individual agency needs can be influenced by cost, operational considerations and other factors. Our testing process is designed to address the law enforcement officer's operational requirements in terms of vehicle performance, vehicle safety, and comfort. Each test is designed and executed to simulate actual field conditions as closely as possible. The vehicles being tested are driven on city streets and interstates, as well as the performance track, by law enforcement personnel. The maneuvers duplicated during the electronic test procedures are those encountered in actual patrol and emergency operations which the law enforcement officer may encounter in the field. Interpretation of test results is the responsibility of each agency. The importance with which each individual phase is weighted is a subjective decision which should be made by each agency based upon that agency's needs.

3.14 SPECIAL SERVICE VEHICLES (SSV):

Vehicles in this category, in some cases have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation (see Section 3.13, above). These vehicles are often referred to as "Special Service Vehicle" and often used in Public Safety applications and other areas of government. Please refer to manufactures published information for detailed information regarding these vehicles.

3.15 CAB AND CHASSIS PURCHASES

Cab and Chassis can be purchased from the dealer without any required additional fitting by the dealer. However, the dealer upon sale of an incomplete chassis is not required to register/title the incomplete vehicle unless the up fitting is completed by the dealer or the dealers licensed and certified up fitter. If an agency chooses to up fit the chassis utilizing a 3rd party vendor and the work is outside of the scope of the purchase order issued to the dealer by the agency, then the 3rd party vendor is liable to perform all the prerequisites of the state and issue the appropriate registration/title to the agency upon completion of the work.

FSA highly recommends that all up fitting of cab and chassis be performed by vendors who are licensed/certified to perform such work to avoid unnecessary exposure to any possible future liability as a result of the up fitting. Reference F.S. 319.21(2)

3.16 FACTORY INSTALLED

Aftermarket parts, modifications and factory produced parts and components ordered as parts and installed by the dealer, or a Vendor, do not meet the requirements of "Factory Installed" components, and will be rejected for noncompliance with the requirements of the specification.

In the event a component(s) that does not meet the specifications is found to be installed on a vehicle before or after the vehicle has been accepted by the customer, the Vendor shall be required to replace the vehicle with a vehicle that meets the required specifications, INCLUDING ALL FACTORY INSTALLED COMPONENTS. In the alternative, the customer shall decide whether they will accept dealer installed components.

- All specified as "factory installed" is to be installed on the vehicle at the primary site of assembly and is to be the manufacturer's standard assembly-line product. No aftermarket and no dealer installed equipment will be accepted as "factory installed". Vendors found supplying aftermarket or dealer installed equipment where "factory installed" are specified may be required to retrieve all vehicles delivered and reorder new vehicles meeting the specifications.

- ALL factory ordered options are to be "OEM and factory installed" unless otherwise noted by the awarded dealer and acknowledged in writing by both the dealer and the customer. Verbal agreements will not be recognized; if any exception to the delivered product is taken be the dealer or the customer.

3.17 DEALER/VENDOR INSTALLED EQUIPMENT

All dealer installed accessories (roll bar, trailer hitch, etc.) shall be installed according to the manufacturer's specifications.

All such accessories must be manufactured by a recognized manufacturer of the product provided, unless the accessory is not available from a recognized manufacturer. *Dealer is required to disclose "Make/Model" of product being offered* and the location, design, and model must be approved by the customer prior to installation. Dealer *must also disclose the warranty of any item that less than or exceeds factory vehicle factory warranty coverage.*

An awarded Vendor that employs or subcontracts technicians to install emergency equipment on vehicles purchased on this contract are required to utilize technicians that are certified in Law Enforcement Vehicle Installation through EVT Certification Commission, Inc. or an approved equivalent.

The Florida Sheriffs' Association Cooperative Purchasing Program Administrator may at any time during the contract period request proof of the required certification.

Any awarded Vendor that violates this provision will be considered in default of the contract. The contract may then be terminated upon ten day written notice of said violation.

3.18 BID EVALUATION CRITERIA

Eligible responsive bids will be evaluated to determine if all contract bid requirements are met. Bids that do not meet all contract requirements of this solicitation or fail to provide all required information, documents, or materials may be rejected as nonresponsive.

Bidder must have the necessary facilities, personnel and expertise, and must be prepared, if requested by the FSA Cooperative Purchasing Program Administrator, to present evidence of such experience, including evidence of EVT certified technicians to perform installation of emergency lighting for applicable specifications.

The FSA Cooperative Purchasing Program Administrator reserves the right to investigate or inspect at any time during the bid award process and the contract period as to, whether the product, qualifications, or facilities offered by Bidder meet the contract requirements.

Bidders whose bids, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the contract may be rejected as non-responsive. In determining past performance, the FSA Cooperative Purchasing Program Administrator will give strong consideration to the nature and number of complaints received from Customers regarding a previously awarded dealer. The FSA Cooperative Purchasing Program Administrator may use discretion in determining which bids meet the contract requirements of this solicitation, and which respondents are responsive and responsible.

The FSA Cooperative Purchasing Program Administrator may use discretion in accepting or rejecting any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if determined that doing so will serve the best interest of the local government agencies of the State of Florida. The FSA Cooperative Purchasing Program Administrator may reject any responses not submitted in the manner specified by solicitation documents

3.19 BASIS FOR AWARD

The FSA Cooperative Purchasing Program Administrator shall award the bid to the lowest and best responsive bidder by specification, by manufacturer and by zone to bidders who have met the qualifications based on facilities, financial resources, and can demonstrate their ability to perform the work in a satisfactory manner.

Bidders, who routinely demonstrate significant deficiencies in providing excellent customer service during the contract period prior to the issuance of this bid, may have their bid rejected or limited to the number of regions they can be awarded in this bid cycle. For purpose of this contract the term “significant” as determined by the Florida Sheriffs Association. In cases where the manufacturer is the core of the issue then the dealer must provide evidence of timely communication to the complainant and the FSA.

Bidders are hereby advised that the FSA Cooperative Purchasing Program Administrator may use discretion in rejecting any bid proposal not considered to be competitive in nature based on the best pricing information available.

The FSA Cooperative Purchasing Program Administrator may use discretion in rejecting any or all bids, in whole or in part, and/or make or limit awards either as individual items or as a total combined bid, whichever they consider to be in the best interest of the local governmental agencies of the State of Florida, and to waive any informality in any proposal.

The add options in the bid shall be for informational purposes only and will not serve as a basis for bid protest. Reference: Bidder Instructions, Section 2.19 Option Pricing, for additional criteria.

3.20 BID WITHDRAWAL

Bidder warrants by virtue of bidding the prices quoted in their bid response will be good for an evaluation period of sixty (60) calendar days from the date of bid opening unless otherwise stated. Bidders will only be allowed to withdraw their bids after the opening time and date at the discretion of the FSA Cooperative Purchasing Program Administrator and in the best interest of FSA.

3.21 ZONE BIDDING

Bidders are allowed to condition their bid for award in one or more geographic zones depicted on the zone map included. (Addendum A) A Space is provided for bidder to indicate zone bidding. Absence of any indication to the contrary, ALL bids will be considered statewide.

3.22 PRE-DELIVERY SERVICES

Bidder's attention is directed to the pre-delivery service requirements as detailed. To assure proper pre-delivery service, the Vendor shall provide, at time of delivery, a completed copy of the manufacturer's standard retail sale pre-delivery inspection form (examples are listed below).

- CHRYSLER NEW PREPARATION, INSPECTION AND ROAD TEST
- FORD PRE-DELIVERY SERVICE RECORD
- GM NEW VEHICLE INSPECTION PROCEDURE
  (Or manufacturer's latest pre-delivery form)

3.23 NON-SCHEDULED OPTIONS

FSA endeavors to include many non-scheduled options, factory and aftermarket, in the bid document. However, it should be understood that this category is enormous in capacity and not feasible for complete listing.

Should an agency request a non-scheduled option, not included in the contract, the awarded vendor may provide this non-scheduled option. The agency has the opportunity to request the vendor's demonstration of discount pricing for any non-scheduled option during the quote process. At no time should the non-scheduled option exceed MSRP or Published Price.

Non-scheduled options should be listed as a separate line item and noted as such on the purchase order, with prices. All non-scheduled options are covered under these terms and conditions.

3.24 DELIVERY TIME

Vendors shall specify on the attached Bid Form, the estimated delivery time (in calendar days) for each item. Agency should consult the vendor regarding vehicle production schedules that may be available on-line.

Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

3.25 VEHICLE DELIVERY

The successful bidder shall be responsible for delivering vehicles that are properly serviced, clean, and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

- Standard Dealer and Manufacturer protocol for new vehicle delivery plus;
- Cleaning of vehicle, if necessary, and removal of all unnecessary tags, stickers, papers, etc. DO NOT remove window price sticker or supplied line sheet;
- Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;
- Owner's manual and warranty manual to accompany each vehicle;

- Manufacturer's suggested retail price list sheet (window sticker) form MUST be in the vehicle when it is delivered to the purchasing agency. Vehicles that are missing this form, or have forms that have been altered, will not be accepted.

3.26 ORDER, DELIVERY AND LIQUIDATED DAMAGES

A. Order

1) Eligible customers shall issue a purchase order to the Vendor, and such purchase order shall bear the contract or bid number, specification number, customer's federal identification number and contact information (phone number and email address) shall be placed by the customer directly with the Vendor, and shall be deemed to incorporate the contract solicitation terms and conditions. Required delivery or due dates should be discussed with the dealer at the time of the quote. It is important to note that dealers do not have ANY control over production delays in schedules from the manufacturer.

   While it is recommended that an agency purchase from the "zone" which is closest to their location, it is not mandatory to do so, when the agency needs determine an alternative vendor in another zone, is a better fit. Vehicles purchased from vendors awarded in the Police, Administrative, Utility Vehicles, Trucks & Vans contract (FSAXX-VELXX.X), outside an awarded zone may, upon mutual agreement between the vendor and the purchaser, charge an "Out-of-Zone" fee.

2) Purchasing agency is required to forward an executed copy of the purchase order to the Florida Sheriffs Association, Cooperative Bid Coordinator (by email, fax or hard copy) at the same time the purchase order is released to the Vendor.

3) If a Vendor receives a purchase order for a specification for which they were not awarded, the Vendor must notify the customer and return the purchase order to the customer within three (3) business days.

4) All vehicles ordered prior to manufacturer's close of production and in accordance with the contract shall be supplied in the manufacturer's next model run of that class vehicle even if it requires supplying a later model at the original bid prices.

5) Vendor shall place order with manufacturer within ten (10) business days after receipt of purchase order. Vendor shall assure that all orders are placed in full compliance with the specifications and purchase order.

6) It is the Vendor's responsibility to insure that the vehicle ordered by the customer is fully compatible with all ordered options and that the vehicle complies with all applicable manufacturer and industry standards. The Vendor's acceptance of a customer's order will indicate that the Vendor agrees to deliver a vehicle that will be fully compatible with all of its options.

7) Any changes that are required to bring a vehicle into compliance with its various options due to an incorrect order will be accomplished at the Vendor's expense.

8) A "Confirmation of Order" form shall be completed and returned to the customer placing order(s) against this contract, (a sample copy of the confirmation form is included) within fourteen (14) calendar days after receipt of purchase order without prompting or notification by the customer. (Refer to Addendum "C")

   Any additional information needed to complete this form should be obtained by contacting the customer. The form may be modified to accommodate each customer individually as necessary.

B. Delivery

1) Vendor shall complete delivery of the vehicle to the customer within fourteen (14) calendar days after receipt of the vehicle(s) from the manufacturer or equipment supplier. Vehicles originating as an incomplete vehicle would be exempt.

2) Receipt of a vehicle by the Vendor is defined as acceptance of the vehicle(s) from a common carrier at the Vendor's place of business or any third party's place of business.

3) Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws and ordinances. Any delivery accomplished by driving a police rated vehicle must use an "OUT OF SERVICE" cover on light bars. All deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchasing agency. Incomplete vehicles would be exempt.

4) At the purchaser's option, a vehicle with more than 350 odometer miles may be rejected or $0.51 cents per mile in excess of 350 miles may be deducted from the invoice, unless previously approved by the purchasing agency. This requirement also applies to redelivery of vehicles which were rejected upon delivery.

5) Warranty Start Date - If the purchaser needs to reset the warranty start date because of an extended delivery date, they must do so by contacting the dealer in writing. Incomplete vehicles or vehicles delivered to an up fitter would not qualify for a revised start date unless the vehicle is in the control of the dealer during the up fit. In any event, all warranties shall begin at the time of delivery and final acceptance by the purchaser.

6) All bids are F.O.B. to the agency. If the dealer, <u>at the request of the purchasing agency</u> delivers vehicles or equipment to an alternate location other than home base and is outside the scope of the purchase order, this will conclude the dealer's responsibility for delivery. Any exception is invalid unless the agreement, quote, purchase order, or other written document states otherwise.

7) Vendor shall notify agency personnel designated on purchase order no less than 24 hours prior to delivery during mutually agreeable dates and times. Transport deliveries must be unloaded and inspected by receiving agency. Deliveries not complying with these requirements may be rejected and will have to be redelivered at Vendor's expense.

8) All vehicles must contain no less than 1/4 tank of fuel as indicated by fuel gauge at time of delivery, except for vehicles and equipment with tanks over thirty five (35) gallons in capacity, which must contain a minimum of ten (10) gallons of fuel.

C. Liquidated Damages

1) Should the Vendor fail to comply with the requirements in Section 3.26.B.6 above, the agency may invoke liquidated damages of $20.00 per day per unit for each day beyond the specified delivery requirements.

2) Force Majeure. Liquidated damages shall not be assessed for a delay resulting from the Vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the Vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Vendor's control, or for any of the foregoing that Sub-Vendors or suppliers if no alternate source of supply is available to the Vendor. In case of any delay the Vendor believes is excusable, they shall notify the customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose,

3) If the vendor could reasonably foresee that a delay could occur as a result, or if delay is not reasonably foreseeable, within five (5) days after the date the vendor first had reason to believe that a delay could result. The foregoing shall constitute the Vendor's sole remedy or excuse with respect to delay.

3.27 ACCEPTANCE

It is the purchaser's responsibility to thoroughly inspect each vehicle prior to acceptance. Copies of the bid specifications and purchase order for the vehicle will be delivered with the vehicle. Purchasers are to inspect the vehicle and compare bid specifications, purchase order and manufacturer's window sticker or manufacturer's invoice to ensure vehicle meets or exceeds the requirements of the technical bid specifications and purchase order. Purchasers are to inspect the vehicle for physical damage.

Delivery of a vehicle to a customer does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the vehicle meets contract specifications and the requirements listed below.

Should the delivered vehicle differ in any respect from specifications, payment will be withheld until such time as the Vendor completes the necessary corrective action. Units shall be delivered with each of the following documents completed/included:

a. Copy of "Customer's Purchase Order"
b. Copy of the applicable "Vehicle Specification"
c. Copy of "Manufacturer's Invoice" or "Window Sticker". Copy of manufacturer's invoice if vehicle model is not delivered with a window sticker. Prices may be deleted from manufacturer's invoice.
d. Copy of "Pre-Delivery Service Report"
e. "Warranty Certification"
f. Owner's manual
g. DHSMV 82040, "Application for Certificate of Title and/or Vehicle Registration" (for signature of authorized representative). This document will not be included if the Vendor/dealer is providing the tag and title.

Deliveries that do not include the above forms and publications will be considered and incomplete and will be refused.

3.28 INSPECTION, ACCEPTANCE & TITLE

Inspection and acceptance will be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the buyer unless loss or damage result from negligence by the buyer. Reference: 3.31 Invoicing and Payments

It is the expressed responsibility of the purchaser to inspect a vehicle within 3 business days after acceptance for any damages. When the vehicle requires delivery to an alternate location, other than that of the agency, for further modification or up-fitting, will not preclude the 3 day requirement for inspection. If the materials or services supplied to the FSA are found to be defective or not conform to specifications, the FSA reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.

3.29 EQUITABLE ADJUSTMENT

The FSA Cooperative Purchasing Program Administrator may make an equitable adjustment in the contract terms or pricing in the contract at its discretion. Adjustments to pricing may occur for various reasons, such as pricing or availability of supply (i.e. material surcharge) is affected by extreme and unforeseen volatility in the marketplace, that is, by

circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Vendor's control, (2) the volatility affects the marketplace or industry, not just the particular contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Vendor that continued performance of the contract would result in a substantial loss.

When requesting an adjustment, including but not limited to price increases, the following must be submitted to the FSA Cooperative Purchasing Program Administrator:

- A letter of request from the Vendor, including the specification number and model listed in the contract, along with the requested changes;
- When requested adjustment is based on production cutoff of a currently listed model, a letter of affirmation from the manufacturer;
- When requested adjustment includes model changes, manufacturer's documentation of items included in the proposed model in order to determine that the proposed model meets the base specification;
- Currently published MSRP Listing

3.30 DISCOUNTS

Discounts must be a whole, positive percentage with no decimal place (%; e.g. 10%). Discount ranges are not acceptable. Discounts shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published price for any vehicle, equipment and factory add options.

The dealer has the authority to offer additional discounts based on quantity, as well as additional manufacturer/dealer discounts.

3.31 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the Vendor and customer placing orders against this contract. Vendors must invoice each customer independently from the Florida Sheriffs Association, the Florida Association of Counties and the Florida Fire Chief's Association for vehicle(s) purchased from this contract.

The Vendor shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods. Upon receipt of goods, a customer has three (3) working days to inspect and approve the goods and services. The Local Government Prompt Payment Act (as stated in Sections 218.70–218.80, Florida Statutes); will apply to ensure timely payment of Vendor invoices.

The invoice(s) shall indicate the following but is not limited to these requirements:

Shipping location, purchase order number, contract number, quantity shipped, price, date, make, model and serial number of vehicle(s).

3.32 PAYMENT

Invoices for payment will be submitted by the agency after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.

3.33 WARRANTY, REPAIRS AND SERVICE

Failure by any manufacturer's authorized representative to render proper warranty service/ adjustments, including providing a copy of the warranty work order to the customer, shall subject that representative and the Vendor to

suspension from the approved vendor listing until satisfactory evidence of correction is presented to the FSA Cooperative Purchasing Program Administrator.

3.34 INADEQUATE SERVICE

When equipment requires service or adjustments upon delivery, the Vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized dealer, or others, to remedy the defect. Such service or adjustments shall be initiated by the Vendor within forty-eight (48) hours (not including weekends and holidays) after notification by a customer. Delivery will not be considered complete until all service and/or adjustments are satisfactory and the equipment redelivered.

The provisions of the delivery paragraph shall remain in effect until the redelivery is accomplished. The cost of any transportation required shall be the responsibility of the Vendor until the equipment is satisfactory and accepted by the customer.

3.35 FSA ADMINISTRATIVE FEES FOR ALL SPECIFICATIONS rev 2/16

Dealers are to include a three quarters of one percent (.0075) FSA Administrative Fee to their base bid prices, at the time of bid submission. This FSA Fee should also be included in all additional equipment items (add options) and should not be indicated as a separate line item on any purchase order. Cross-reference: Prices Quoted - 2.18

FSA Administrative Fees are based on the total purchase order amount of the new vehicle or equipment, excluding trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the FSA Fee calculation. No other administrative fee(s) will be applicable to any transaction relative to the contract.

Trade-In Example for FSA Fee:

*Vehicle Equipment Total:	$25,000.00	*This Amount Used to Calculate FSA Administrative Fee
Less Trade-In Allowance:	-$2,000.00	Not Considered in Calculation
Purchase Order Total:	$23,000.00	Not Considered in Calculation

3.36 CONTRACTING VENDORS' QUARTERLY REPORTS AND FSA ADMINISTRATIVE FEE SUBMISSION REQUIREMENTS REV 02/16

A. Purchase Order Copies:
- Due **upon receipt** by the dealer and are considered late within five (5) business days.
- Scan a complete copy of the purchase order as a .pdf, naming the document in the example file name format.

Examples:

County=Florida County, County of PO 12345	*ABC County BCC PO 12345*
City=Florida City, City of PO 12345	*ABC, City of PO 12345*
Sheriff=Sheriff Agency of PO 12345	*ABC County SO PO 12345*
Education= Institution Name PO12345	*ABC County College PO 12345*

- Place the following in the subject line of the e-mail: Example: PDF Document Title. Forward purchase order copy by email to COOP@flsheriffs.org .

B. Quarterly Activity Reports:
- Quarterly Activity Reports are due **quarterly** (see schedule below) no later than the 20th of the month following the end of the quarter and should be sent by email to COOP@flsheriffs.org . See Addendum "D"

- All awarded Vendors MUST file a signed and dated quarterly activity report with their fee submission. Should there be no activity during a given quarter, Vendor is required to submit a quarterly activity report, and must indicate "NO SALES THIS QUARTER" on the report.

Schedule:	October 1 – December 31	January 1 – March 31
	April 1 – June 30	July 1 – September 30

- No copies of purchase orders are necessary for the quarterly report. They should already be on file pursuant to Purchase order copies section A above.

- Quarterly Activity Reports must be complete with the name of the dealer and the date: Example Spomot Motors, October 30, 2016 in the document header. It is no longer necessary to indicate the quarter on the top of the report, as it is included on the report.

- Checks for the FSA Administrative Fee should be received by the FSA no later than the 15th of the month following the close of the quarter. *Ref. Section 3.35 above.*

- Quarterly Activity Reports which do not adhere to the required format and/or not supported by complete, legible copies of all purchase orders in their entirety, previously submitted, pursuant to Purchase order copies to FSA, *section 3.36 (A)* above, will be returned to the reporting dealership for correction of cited deficiencies.

After receipt of payment from contract purchases, all administrative fees shall be payable by the Vendor to the FSA no later than 15 days after the end of each quarter. All fees payable to the FSA during any given quarter will be accompanied and supported by a detailed Quarterly Activity Report as defined above. By submission of these Quarterly Activity Reports and corresponding fee submissions, the Vendor is certifying the accuracy of such reports and deposits. All reports and fee submissions shall be subject to audit by the FSA or their designee.

Vendors failing to submit FSA Administrative Fees and Quarterly Activity Reports will incur a $25 per day late fee for every day that fees and reports are past due, beginning on the eleventh (21st) day of the month following the end of the quarter. *Ref. General Conditions Section 1.48 Non-Performance: Schedule of Fines*

Such late fees are to be included in Vendor's Administrative Fee submission; however, any applicable late fees that are not included in the Administrative Fee submission will be returned to the Vendor as an incomplete report. Late fees that are outstanding more than 45 days can result in disqualification as a bidder in future years' solicitation.

There will not be reminders concerning the Quarterly Activity Reports or the Administrative Fee sent by FSA. The quarterly activity report and administrative fees are the contractual responsibility of each Awarded Vendor. All participating Vendors will be responsible for making sure that the FSA Cooperative Purchasing Program Administrator has the correct contact e-mail address for the person responsible for all quarterly reports. This information must be submitted to the FSA Cooperative Bid Coordinator at COOP@flsheriffs.org .

Failure to submit Administrative Fees with accompanying Quarterly Activity Reports within 30 calendar days following the end of each quarter will result in the dealer being found in default. All re-procurement cost may be charged against the defaulting dealer and may result in immediate cancellation of your contract and removal from the vendor list.

Sample Quarterly Report:

[INSERT DEALERSHIP NAME HERE] *(Insert Tab-Header Edit)*
QUARTERLY REPORT for BID # [Enter Bid Number]
Effective Dates: Oct. 1, 2015 thru September 30, 2016

October 1 - December 31\1st Quarter							
Name of Purchasing Agency	PO #	Qty.	Spec. #	Vehicle Type	PO Date	Total PO Amount	Admin. Fee
							$ -
							$ -
							$ -
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Reports are due no later than the 15th of the month following quarter end. Fees are due by the 20th of the month following quarter end.

3.37 DEALER CONTACT INFORMATION

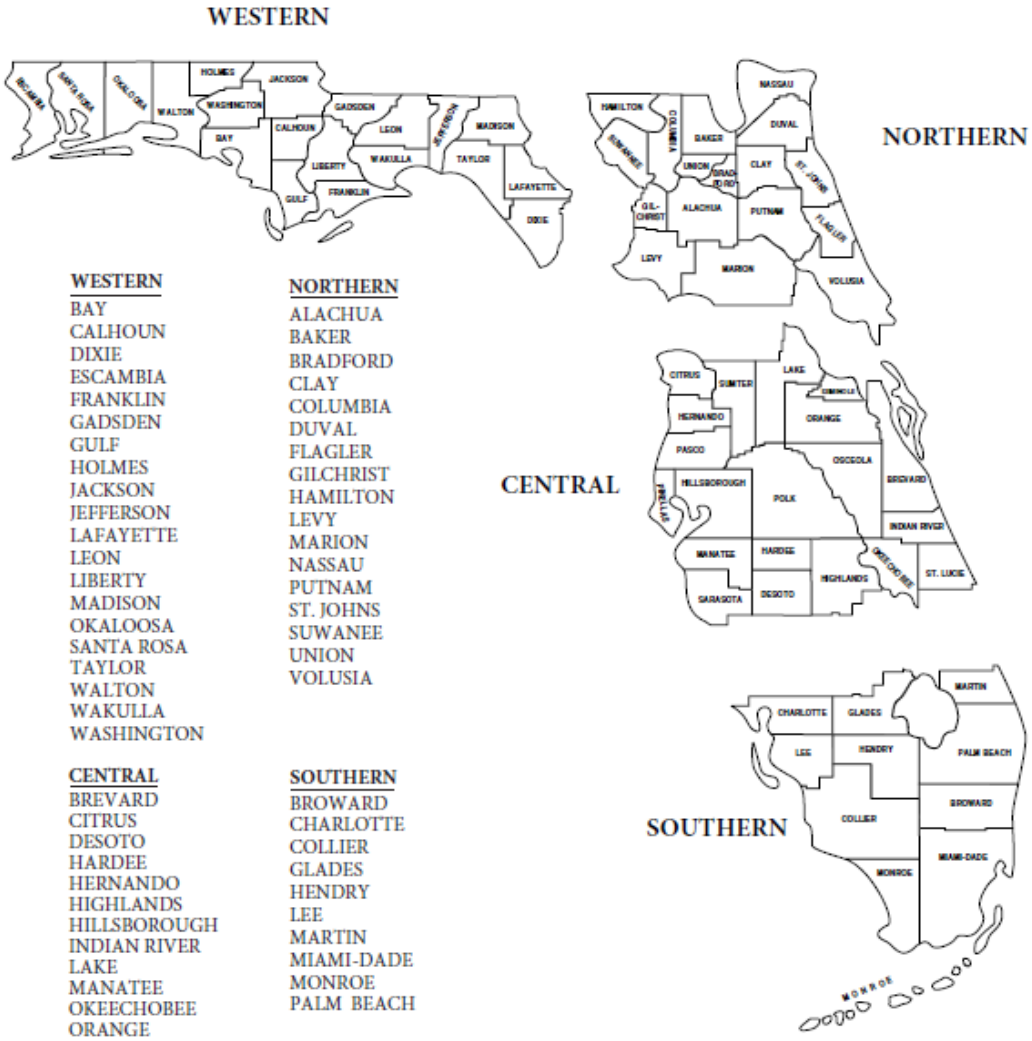
The Awarded Vendor/Dealer will maintain correct contact information with FSA at all times. If a change occurs during any given period of a contract, FSA must be advised and a Florida Sheriffs Association Vendor Change Document completed, signed by an authorized representative of the Vendor/Dealer company and submitted via e-mail though FLEET@flsheriffs.org. (Refer to Addendum "B")

Request a copy of the Vendor Change Document from the FSA Bid Coordinator when necessary.

3.38 STATEMENT OF AUTHORITY

Each person signing the Contract warrants that he/she is duly authorized to do so and to bind the respective party to the Contract.

FSA CONTRACT ZONE MAP



WESTERN
BAY
CALHOUN
DIXIE
ESCAMBIA
FRANKLIN
GADSDEN
GULF
HOLMES
JACKSON
JEFFERSON
LAFAYETTE
LEON
LIBERTY
MADISON
OKALOOSA
SANTA ROSA
TAYLOR
WALTON
WAKULLA
WASHINGTON

NORTHERN
ALACHUA
BAKER
BRADFORD
CLAY
COLUMBIA
DUVAL
FLAGLER
GILCHRIST
HAMILTON
LEVY
MARION
NASSAU
PUTNAM
ST. JOHNS
SUWANEE
UNION
VOLUSIA

CENTRAL
BREVARD
CITRUS
DESOTO
HARDEE
HERNANDO
HIGHLANDS
HILLSBOROUGH
INDIAN RIVER
LAKE
MANATEE
OKEECHOBEE
ORANGE
OSCEOLA
PASCO
PINELLAS
POLK
ST. LUCIE
SARASOTA
SEMINOLE
SUMTER

SOUTHERN
BROWARD
CHARLOTTE
COLLIER
GLADES
HENDRY
LEE
MARTIN
MIAMI-DADE
MONROE
PALM BEACH

v.10_2015

Addendum B

Florida Sheriffs Association
Cooperative Purchasing Program
Vendor Change Document

Please complete this form to validate a requested change to Company Addresses, Contacts or Contact Information below. Include all sections where information has changed, old and new.

FSA Contract Number(s) affected by change: _____

_____

Company Information Changes:	
Old Information	***New Information***
Old Company Name:	New Company Name:
Old Company Address:	New Company Address:
Old Company City:	New Company City:
Old Company State:	New Company State:
Old Company Zip:	New Company Zip:
Company Contact Changes:	
Old Contact Information	***New Contact Information***
Old Contact Name (First, Last):	New Contact Name (First, Last):
Old Contact E-Mail:	New Contact E-Mail:
Old Contact Office Phone:	New Contact Office Phone:
Old Contact Mobile Phone:	New Contact Mobile Phone:
Old Contact Fax Phone:	New Contact Fax Phone:

This information is requested by an authorized representative of _____.
This request will take effect as soon as it is received by FSA by e-mailing to coop@flsheriffs.org.

Name of Authorized Company Representative _____

Job Title_____ Date of Request _____

Authorized Company Representative Signature: _____

FSA Office Use:		
Date Received:	Change Effective:	FSA Agent:

CONFIRMATION OF ORDER

Florida Sheriffs Association
Cooperative Purchasing Programs
Bid No. XXXXXXXXX

Dealers are to complete and return this confirmation of order form by fax or mail to the following location listed below within fourteen (14) calendar days after receipt of purchase order.

TO BE COMPLETED BY DEALERSHIP:

Dealership:_____

Address:_____

City:_____State:_____Zip: _____

Contact Person:_____

Phone Number:_____Fax:_____

Specification No._____Type Vehicle _____

Purchase Order Number:_____Date Purchase Order Received: _____

Date Order Placed with the Manufacturer: _____ Mfr. Production Number: _____

Delivery should occur within estimated_____calendar days after receipt of Purchase Order. A Copy of the Required Production Sheet(s) are Attached for Your Files.

Comments: _____

Agency:_____

Contact Person: _____

Address:_____

City:_____State:_____Zip: _____

Phone Number:_____Fax:_____

E-mail: _____

VILLAGE OF PALM SPRINGS
PURCHASE ORDER REQUISITION

DATE 11/15/16 **PO #**

VENDOR # 2214 **VENDOR NAME** Don Reid Ford, Inc.

CONTRACT **YES**____ **NO**____ **RESOLUTION #:**

EXPIRATION DATE: 09-30-17 **COUNCIL APPROVAL DATE:**

LINE # 01 QTY 6 UNIT **each** ACCT # **01229** - 56400

DESCRIPTION 2017 Ford Interceptor Utility (K8A) FL Sheriff's PS FIN 59-6020405 FL QE065
Sheriff's Bid # FSA 16-VEL24.0 **Factory Black in Color**

UNIT PRICE $26,259.00 TOTAL PRICE $ 157,554.00

LINE # 02 QTY 6 UNIT each ACCT # 0122 - 56400

DESCRIPTION Permieter Anti-theft Alarm Order Code 593

UNIT PRICE $119.00 TOTAL PRICE $ 714.00

LINE # 03 QTY 6 UNIT each ACCT # 01229 - 56400

DESCRIPTION Remotes Keyless Entry Order Code 595

UNIT PRICE $259.00 TOTAL PRICE $ 1,554.00

LINE # 04 QTY 6 UNIT each ACCT # 01229 - 56400

DESCRIPTION Front headlamp/Police Interceptor Housing Only-Predrilled Hole for Side Marker
Order Code 86P

UNIT PRICE $124.00 TOTAL PRICE $ 744.00

LINE # 05 QTY UNIT ACCT # -

DESCRIPTION

UNIT PRICE TOTAL PRICE $ -

LINE # 06 QTY UNIT ACCT # -

DESCRIPTION

UNIT PRICE TOTAL PRICE $ -

TOTAL PO $ 160,566.00

Updated 10/01/15

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
FORD INTERCEPTOR POLICE RATED UTILITY - AWD (Specification #06)			
HUB CITY FORD	2017 Ford Interceptor Utility (K8A)	★Western	$26,079.00
HUB CITY FORD	2017 Ford Interceptor Utility (K8A)	★Northern	$26,079.00
DUVAL FORD LLC	2017 Ford Interceptor Utility (K8A)	★Central	$26,118.00
DUVAL FORD LLC	2017 Ford Interceptor Utility (K8A)	★Southern	$26,259.00

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

FORD INTERCEPTOR POLICE RATED UTILITY - AWD
SPECIFICATION #6

2017 Ford Interceptor Utility (K8A)

Listed below you will find the model number of the vehicle that is being requested for the Police Rated Full Size Utility - AWD. At a minimum, the following items will be factory installed on the base vehicle to meet the model number and build codes of the vehicles listed. Please refer to the Emergency Vehicle Lighting Specifications for lightbar descriptions and the awarded dealer pricing.

Ford Interceptor Utility (K8A)

Code	Description
K8A	Ford Interceptor Police Rated Utility Vehicle
51Y	Driver's Side (Left Hand) Spotlight
9	Seats Cloth Front Buckets/ Rear Vinyl
W	Black Interior
500A	Equipment Group
99R	3.7L V6 Engine
44C	6 Speed Auto Transmission
153	Front License Bracket
87r	Factory Back-up Camera
Std	Power Distribution Lug
Std	Dome Lamp/Overhead Light

Disclosure: The Florida Sheriffs Association working in conjunction with manufacturers, dealers and distributors of vehicles/equipment does their best to ensure Model names, numbers and codes represent the latest information available at the time the bid documents are prepared. However, do to the nature of the business, it is recommended that you confirm this information with your dealer representative at the time you are requesting a confirming quote.

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

FORD INTERCEPTOR POLICE RATED UTILITY - AWD SPECIFICATION #6

2017 Ford Interceptor Utility (K8A)

The Ford Interceptor Utility (K8A) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$26,079.00	$26,079.00	$26,118.00	$26,259.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	Interceptor Utility (K8A)			
DEALER:	HUB CITY FORD	HUB CITY FORD	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$26,079.00	$26,079.00	$26,118.00	$26,259.00

Order Code	Delete Options	Western & Northern	Central & Southern
16D [1] 16D [2]	Badge delete (Police Interceptor Badge Only) Badge Delete – Deletes the "Police Interceptor" badging on rear liftgate – Deletes the "Interceptor" badging on front hood (EcoBoost®) [2]	NC[1]	NC[2]
D51Y [1] D51Y [2]	Driver's Side Spotlight	$100.00[1]	$50.00[2]
D153 [1] D153 [2]	Front License Bracket	NC[1]	NC[2]
85D [1] 85D [2]	* Front Console Plate - Delete Not available with option 67G, 67H, 67U, 85R* New for this model year	NC[1]	NC[2]

Order Code	Add Options	Western & Northern	Central & Southern
99T [1] 99T [2]	3.5L V6 Ecoboost Engine Upgrade 3.5L V6 EcoBoost® – (131mph Top Speed), includes 44c transmission [2]	$3,294.00[1]	$3,294.00[2]
41H [1] 41H [2]	Engine block heater	$89.00[1]	$89.00[2]
90D [1] 90D [2]	Ballistic door panels - drive front door Tested and meets the requirements of NIJ Standard 0108.01 Level III: 7.62 x 51 mm 9.7g M80 (.308 Winchester 150gr) Per LAPD requirements, they're also designed to withstand special threat rounds: 7.62 x 39 mm MSC 7.9g (Type 56) 5.56 x 45 mm M193 3.36g 5.56 x 45mm M855 4g. FOR LEVEL IV 90F USE 2414. Tested and meets the requirements of NIJ Standard 0108.01 Level IV: .30-06 M2 AP 166gr (7.62 x 63 APM2 10.8g). Designed to withstand special threat rounds: 7.62 x 54R LPS 9.65g 7.62 x 51 mm M61 9.75g (.308 Winchester 150.5gr) In addition, Level IV+ includes all of the NIJ Level III and LAPD rounds listed	$1,584.00[1]	$1,584.00[2]
90E [1] 90E [2]	Ballistic door panels - driver & passenger front doors Tested and meets the requirements of NIJ Standard 0108.01 Level III: 7.62 x 51 mm 9.7g M80 (.308 Winchester 150gr) Per LAPD requirements, they're also designed to withstand special threat rounds: 7.62 x 39 mm MSC 7.9g (Type 56) 5.56 x 45 mm M193 3.36g 5.56 x 45mm M855 4g. FOR LEVEL IV 90G USE 4829. Tested and meets the requirements of NIJ Standard 0108.01 Level IV: .30-06 M2 AP 166gr (7.62 x 63 APM2 10.8g). Designed to withstand special threat rounds: 7.62 x 54R LPS 9.65g 7.62 x 51 mm M61 9.75g (.308 Winchester 150.5gr) In addition, Level IV+ includes all of the NIJ Level III and LAPD rounds listed	$3,196.00[1]	$3,169.00[2]
63V [1] 63V [2]	Cargo Storage Vault (includes lockable door)NOTE: Not available with Aux. Air Conditioning (17A) FOR Setina Weapons Vault, use $1436 [2]	$244.00[1]	$244.00[2]
67G [1] 67G [2]	Cargo Wiring Upfit Package- Rear console plate (85R) - contours through 2nd row; channel for wiring- Wiring overlay harness with lighting and siren interface connections- Vehicle Engine Harness:? Two (2) light connectors - supports up to six (6) LED lights (engine compartment)? Two (2) grille light connectors? Two (2) 50 amp battery ground circuits in right hand rear-quarter power distribution junction block? One (1) 10-amp siren/speaker circuit (engine to cargo area)- Whelen Lighting PCC8R Control Head- Whelen PCC8R Light Relay Center (mounted behind 2nd row seat)- Light Controller / Relay Center Wiring (jumper harness)- Whelen Specific Cable (console to cargo area) Connects PCC8R to Control Head- Pre-wiring for grille LED lights, siren and speaker (60A)- Does "not" include LED lights? Recommend Police Wire Harness Connector Kits 47C and 21PNote: Not available with options: 65U, 67H and 67U	$1,339.00[1]	$1,339.00[2]

VEHICLE:	Interceptor Utility (K8A)			
DEALER:	HUB CITY FORD	HUB CITY FORD	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$26,079.00	$26,079.00	$26,118.00	$26,259.00

66A [1] 66A [2]	**Front Headlamp Lighting Solution– Includes base LED Low beam/Incandescent (Halogen) High beam headlamp with High BeamWig-wag function and two (2) white rectangular LED side warning lights– Includes pre-wire for grille LED lights, siren and speaker (60A)– Wiring, LED lights included. Controller "not" includedNote: Not available with option: 67HNote: Recommend using Cargo Wiring Upfit Package (67G) or Ultimate Wiring Package (67U)**	**$849.00 [1]**	**$849.00 [2]**
86P [1] 86P [2]	Front Headlamp / Police Interceptor Housing Only– Pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies)– Pre-molded side warning LED holes with standard twist lock sealed capability (does not include LED installed lights) Note: Not available with options: 66A and 67H	$124.00 [1]	$124.00 [2]
65U [1] 65U [2]	**Interior Upgrade Package– 1st and 2nd Row Carpet Floor Covering– Cloth Seats – Rear – Center Floor Console less shifter w/unique Police console finish plate – Includes Console– Top Plate – Finish 3 (incl. 2 cup holders) – Floor Mats, front and rear (carpeted) – Deletes the standard console mounting plate (85D)Note: Not available with options: 67G, 67H, 67U**	**$389.00 [1]**	**$389.00 [2]**
593 [1] 593* [2]	Perimeter Anti-Theft Alarm- Activated by hood door or liftgate. REQUIRES Key Fob (595) 595 IS ADDITIONAL 259 [2]	$117.00 [1]	$119.00 [2]
60A [1] 60A [2]	**Pre-wiring for grille lamp** **Included in 66a, 67g, 67h, 67u [2]**	**$49.00 [1]**	**$49.00 [2]**
66B [1] 66B [2]	Tail Lamp Lighting Solution– Includes base LED lights plus two (2) rear integrated hemispheric lighthead white LED side warning lights in tail lamps– LED lights only. Wiring, controller "not" included Note: Not available with option: 67H	$424.00 [1]	$424.00 [2]
67H [1] 67H [2]	**Ready for the Road Package:All-in Complete Package – Includes Police Interceptor Packages: 66A, 66B, 66C, plus – Whelen Cencom Light Controller Head with dimmable backlight– Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor (mounted behind 2nd row seat)– Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtails– High current pigtail– Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head– Pre-wiring for grille LED lights, siren and speaker (60A)– Rear console plate (85R) – contours through 2nd row; channel for wiring– Grille linear LED Lights (Red / Blue)– 100-Watt Siren / Speaker– Hidden Door-Lock Plunger / Rear-Door Handles Inoperable (52P)– Wiring Harness:?Two (2) 50 amp battery and ground circuits in RH rear-quarterNote: Not available with options: 66A; 66B; 66C; 67G, 67U**	**$3,414.00 [1]**	**$3,414.00 [2]**
66C [1] 66C [2]	Rear Lighting Solution– Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass)– Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open)– LED lights only. Wiring, controller "not" included Note: Not available with option: 67H	$454.00 [1]	$454.00 [2]
18X [1] 18X [2]	**100 watt siren/speaker** **included in 67h [2]**	**$299.00 [1]**	**$299.00 [2]**
61R [1] 61R [2]	Remappable (4) Switches on steering wheel (less SYNC)	$154.00 [1]	$154.00 [2]

VEHICLE:	Interceptor Utility (K8A)			
DEALER:	HUB CITY FORD	HUB CITY FORD	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$26,079.00	$26,079.00	$26,118.00	$26,259.00

61S [1] 61S* [2]	**Remappable (4) Switches on steering wheel (with SYNC)** **REQUIRES SYNC 53M ADD $294** [2]	**$154.00** [1]	**$154.00** [2]
85R [1] 85R [2]	Rear Console PlateNOTE - Not available with option 65U, 85D included in 67g, 67h, 67u [2]	$34.00 [1]	$34.00 [2]
595 [1] 595 [2]	**Remote Keyless Entry Key Fob (w/o Keypad, less PATS)NOTE: Not available with keyed alike.** **In order to get keyed alike with you code request for dealer installed keyed alike with remote keyless entry add $150 per key fob.** [2]	**$259.00** [1]	**$259.00** [2]
47C [1] 47C [2]	Police Wire Harness Connector Kit – FrontFor connectivity to Ford PI Package solutions includes:• (2) Male 4-pin connectors for siren• (5) Female 4-pin connectors for lighting/siren/speaker• (1) 4-pin IP connector for speakers• (1) 4-pin IP connector for siren controller connectivity• (1) 8-pin sealed connector• (1) 14-pin IP connectorNote: See Upfitters guide for further detail www.fordpoliceinterceptorupfit.com	$104.00 [1]	$104.00 [2]
21P [1] 21P [2]	**Police Wire Harness Connector Kit – RearFor connectivity to Ford PI Package solutions includes:• (1) 2-pin connector for rear lighting• (1) 2-pin connector• (6) Female 4-pin connectors• (6) Male 4 pin connectors• (1) 10-pin connectorNote: See Upfitters guide for further detail www.fordpoliceinterceptorupfit.com**	**$129.00** [1]	**$129.00** [2]
3K [1] 3K [2]	Additional Key(s) or Key Fob(s) when applicable. KEY FOB ADD $175.00 [1] For additional key with FOB add $150 and requires factory option 595 $259. [2]	$75.00 [1]	$176.00 [2]
17A [1] 17A [2]	**Auxiliary air conditioning** **Note: Not available with Cargo Storage Vault (63V)** [2]	**$609.00** [1]	**$609.00** [2]
16C [1] 16C [2]	Carpeted floor covering 1st and 2nd row carpet floor covering (incl. floor mats, front and rear). included in 65u [2]	$124.00 [1]	$124.00 [2]
43D [1] 43D [2]	**Courtesy lamp disabled** **Dark Car Feature – Courtesy lamps disabled when any door is opened Note: Not available with Daytime Running Lamps (942)** [2]	**$19.00** [1]	**$19.00** [2]
17T [1] 17T [2]	Dome lamp - red/white rear	$49.00 [1]	$49.00 [2]
59E [1] 59? [2]	**Fleet key, keyed alike** **SPECIFY WHAT FLEET CODE YOU USE; 59e is code 1435x, 59b is code 1284x, 59d is code 0135x, 59f is code 0576x, 59j is code 1111x, 59c is code 1294x, 59g is code 0151x. Please select and add to purchase order** [2]	**$49.00** [1]	**$49.00** [2]
16C [2]	Floor mats colored keyed to carpet 1st and 2nd row carpet floor covering (incl. floor mats, front and rear). included in 65u. FOR RUBBER ALL WEATHER MATS USE $140 [2]	NA	$124.00 [2]
60R [1] 60R [2]	**Noise suppression bonds**	**$99.00** [1]	**$99.00** [2]
68G [1] 68G [2]	Rear door handles & locks inoperative	$34.00 [1]	$34.00 [2]
18W [1] 18W [2]	**Rear window switches inoperative**	**$24.00** [1]	**$24.00** [2]

VEHICLE:	Interceptor Utility (K8A)			
DEALER:	HUB CITY FORD	HUB CITY FORD	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$26,079.00	$26,079.00	$26,118.00	$26,259.00

TAY [1] TREM [2]	Tremco anti-theft - foot activated, dealer installed Product Specifications The Anti-Theft system will turn on automatically every time the vehicle shift lever is placed in the "park" position. The system shall not require a key or switch to activate, since quick departures are common in police procedures. This technology enhances 100% usage. [2]	$295.00[1]	$219.00[2]
51Z [1] 51Z [2]	**Right-hand pillar mounted 6" spotlight with clear halogen bulb, factory installed** INCLUDES SPOTLIGHT DELETE D51Y [2]	$134.00[1]	$283.00[2]
68Z [1] 68Z [2]	Roof rack side rails - black	$154.00[1]	$154.00[2]
SSAT [1] 47A.SFST [2]	**SafeStop vehicle anti-theft - key activated or emergency lights activated, plug-&-play for most Ford and Chevy fleet vehicles, dealer installed in 20 minutes or less** FOR THE FORD OPTION 47A Police Engine Idle feature – This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling. [2]	$295.00[1]	$259.00[2]
BUC [1] FRONT&REAR CAMERA [2]	Backup "hot" camera with 3.5" LCD (rear mounted camera to provide wide angle field of surveillance at rear of vehicle) - Dealer installed The BlackVue DR650S-2CH is a reliable and ideal dual-channel car dashcam for motorists who want to record driving scenes from both front and rear windows. The main camera, mounted on the front windshield, captures the entire road ahead. The rear camera, attached to the rear window, records what's behind you. The two cameras are connected with a high-quality coaxial cable and both record to the same microSD card. Built-in WiFi allows you to communicate with the dash cam via the free BlackVue App on your smartphone or tablet giving you the ability to watch recorded or live video without taking out the microSD card. A compact and sleek body in matte black makes it unnoticeable and its placement on the windshield does not affect the drivers vision. http://www.rvssystems.com/2-channel-32gb-dash-camera-by-blackvue.html[2]	NA[1]	$695.00[2]
	Body side moldings	NA	NA
	Chrome grille	NA	NA
19L [1] 19L [2]	**Lockable gas cap for easy fuel capless fuel-filler**	$19.00[1]	$19.00[2]
91A [1] 91A [2]	Two-Tone Vinyl Package #1 (roof vinyl; RH/LH front doors vinyl; RH/LH rear doors vinyl - not available with order cods 91B, 91C, 91D)	$839.00[1]	$839.00[2]
91B [1] 91B [2]	**Two-Tone Vinyl Package #2 (roof vinyl; hood vinyl - not available with order codes 91A, 91C, 91D)**	$839.00[1]	NA[2]
91C [1] 91C [2]	Two-Tone Vinyl Package #3 (roof vinyl; RH/LH front doors only vinyl - not available with order codes 91A, 91B, 91D)	$699.00[1]	$699.00[2]
TTP [1] 2TONE [2]	**Two-tone paint (dealer installed)** Specifically for doors to be white only. Send pictures of your current paint scheme. [2]	$1,596.00[1]	$1,296.00[2]
76R [1] 76R [2]	Reverse sensing Rear proximity sensors for collision avoidance [2]	$274.00[1]	$274.00[2]
68Z [2]	**Roof mounted luggage rack, no center cross beams**	NA	$154.00[2]
65L [1] 65L [2]	Wheel covers Wheel Covers (18" Full Face Wheel Cover) Note: Only available with the standard Police wheel, not available with 64E [2]	$59.00[1]	$59.00[2]
HAVIS [2]	**Optional equipment - specify** Havis center CONSOLE with cup holder, flip up armrest and triple dc outlet plugs. Includes filler plates, Radio and Controller Bracket. Buyer must supply Radio Brand for proper configuration. HAVIS LAPTOP STAND: Havis laptop base, pole stand, and universal locking laptop tray. Options available USE $625 [2]	NA	$596.00[2]

VEHICLE:	Interceptor Utility (K8A)			
DEALER:	HUB CITY FORD	HUB CITY FORD	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$26,079.00	$26,079.00	$26,118.00	$26,259.00

TROYPROD [2]	Optional equipment - specify FCAGE: Troy Sliding Window prisoner cage various window config. CONSOLE: $585 For Wide body add $110. LAPTOP: One hand operation, side mount, zero footprint w/ universal tray: $646. WINDOW GAURDS & DOOR BLANKS: $365 steel or poly. CPOST: TROY COMMAND post 48"Wx22"Lx18"H, includes storage drawers, map drawers & radio mounting area, use $5500. All other TROY PRODUCT configurations, and options available at 30% off catalog [2]	NA	$825.00[2]
OPT EQUIP [2]	**Optional equipment - specify** **Base sheriffs decal package. DARK TINT: window film is $385. PB450 Lighted push bumper, 4 lights USE $850. FORWARD CANceiver USE $650 installed. FOR Derive Speed Plus USE $450.** [2]	**NA**	**$425.00[2]**
SCPO [2]	Optional equipment - specify For Single combined purchase (SCP) order issuance using local vendor preference, OPTION is set at 10% ceiling price over local vendor/ zone itemized cost. Total minimum quoted amount includes transfers, body certification, weight slip, and FSA contract fee. Using SCPO complies with FS 319.21 & Title 49, code of Federal Regulations (49CFR), Parts 567.3, 568.3 and 571.3 for Incomplete vehicle second stage manufacturing. [2]	NA	$1,436.00[2]
Discount [2]	**Optional equipment - specify** **Discount applied to manufacturer's options not included in Bid publication per manufacturer's price lists: i.e. fleet.ford.com, Whelen.com. Contact awarded dealer for corresponding quote. Extension of discount available from affiliated Duval Motor Company in-house entities: Duval Ford, Dana Safety Supply, as well as Ford Municipal Finance for Lease purchase discounted proposals.** [2]	**NA**	**$5.00[2]**
GR-5000 [1] GR5.60B [2]	Go Rhino 5000 Series Push Bumpers Requires factory Bumper to frame rail bracket kit (required for aftermarket Push Bar installation) (60B) at $25, included. www.setina.com. This item qualifies for package pricing. [2]	$896.00[1]	$545.00[2]
RTS-L [1] LAGUNA [2]	**Rear Transport Seat – Laguna System 3P** **Includes installation, seat belts and rear cage** [2]	**$1,696.00[1]**	**$1,375.00[2]**
RTS-PB [1] PG [2]	Rear Transport Seat – Pro Gard 6000 Series Our Prisoner Transport Seats for the SUV come with either our Polycarbonate Window or Wire Screen Window Cargo Barrier to provide a solid mounting platform for the Seat to attach to. The seat and floor pan are designed to fit snug against one another as well as, the contours of the PI Utility to prevent any gaps and crevices where prisoners might otherwise hide contraband or evidence. Each piece is molded from a single sheet of high strength ABS for durability that resists the daily abuse of transporting prisoners. INCLUDES installation [2]	$1,696.00[1]	$1,430.00[2]
	Rear Transport Seat with extended seat belt – Patriot PSCV1	**NA**	**NA**
SPB-12 [1] SPB12 [2]	Setina PB100A12 – 12" Aluminum Push Bumper Requires factory Bumper to frame rail bracket kit (required for aftermarket Push Bar installation) (60B) at $25, included. www.setina.com. This item qualifies for package pricing. [2]	$796.00[1]	$550.00[2]
SPB-16 [1] SPB16 [2]	**Setina PB100A16 – 16" Aluminum Push Bumper** **Requires factory Bumper to frame rail bracket kit (required for aftermarket Push Bar installation) (60B) at $25, included. www.setina.com. This item qualifies for package pricing.** [2]	**$896.00[1]**	**$580.00[2]**
SPB-300 [1] SPB300 [2]	Setina PB300 Push Bumper Requires factory Bumper to frame rail bracket kit (required for aftermarket Push Bar installation) (60B) at $25, included. www.setina.com. This item qualifies for package pricing. [2]	$796.00[1]	$545.00[2]
PG 2600 [2]	**Pro-Gard P2600 Series Polycarbonate (Lexan) Cage with sliding window, full width lower extension panel, dealer installed** **For recessed panel add $130. For gunlock add $385. This item qualifies for package pricing.** [2]	**NA**	**$775.00[2]**
S-BS-LC [1] S8S [2]	Setina 8S Lexan cage with 1/2 lexan and 1/2 expanded metal with full lower extension panel, dealer installed For recessed panel add $130. For gunlock add $385. This item qualifies for package pricing. Stationary Model with 1/2 Polycarbonate & 1/2 Expanded Metal Window • 2- Piece Stationary Window Design • 1/2 Vinyl Coated 11-Gauge Expanded Metal and 1/2 Coated Scratch-Resistant Polycarbonate or Clear Uncoated Polycarbonate Window • Rubber Padded Vertical Window Support Bars • Steel Seat Back Protector Panel •	$896.00[1]	$750.00[2]

VEHICLE:	Interceptor Utility (K8A)			
DEALER:	HUB CITY FORD	HUB CITY FORD	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$26,079.00	$26,079.00	$26,118.00	$26,259.00

	Rugged Zinc-Free Powder Coat Finish [2]		
S-10S-LC [1] S10S [2]	Setina #10 Series Lexan Cage with sliding window, full width lower extension panel, dealer installed Setina Extended legroom prisoner partition. Offered with Horizontal Sliding. Inquire about stationary window options. Recessed weapon storage panel and Extensions panel included. This item qualifies for package pricing. "XL" XTRA LEGROOM Modified steel framework provides strength with no leg obstructions for maximum design strength. Enlarged passenger side back panel recess also provides additional leg and foot room that prevents foot entanglement and offers maximum leg room for both officer and prisoner.[2]	$896.00[1]	$815.00[2]
S-12S-LC [1] REAR CAGE [2]	Setina #12 Series Lexan Cage, partition installed behind 2nd row seat Stationary Model with Vinyl Coated Expanded Metal Window • Secures Cargo Area Behind the Rear Seats of Vans, SUVs and Crossovers • 1-Piece Scratch-Resistant Coated Polycarbonate Window • 1 1/2 x 2 Extruded Aluminum Window Framework • 14-Gauge Steel Seat Back Protector Panel • Rugged Powder Coat Finish [2]	$896.00[1]	$850.00[2]
K-9 [1] k9 [2]	K-9 Container. All aluminum In-Vehicle (rear seat area) K-9 Container to protect the public, officer, K-9, and vehicle. Please specify vehicle year, make and model. Call for installation, shipping, and/or delivery prices. Includes rubber liner, water dish and freight on parts including installation. Black powder coat finish available upon request. For 1/3 prisoner transport and 2/3rd k9 container add $625. For Coolgaurd k9 Heat Alarm system add $600, pager $400, Remote door opener add $650 [2]	$2,996.00[1]	$2,500.00[2]
ERRD [1] HOTNPOP [2]	Electronic Remote Rear Door Opening system to be used with the K-9 Container. Allows the officer to release the K-9 from the vehicle from a remote position. Includes Heat alarm. Additional items to add as options: Engine stall sensor add $149, no K9 left behind $149, additional remote $159, Optional 12" Fan , activation module, manual switch add $360, HD Fan Guard $135, Carbon Monoxide detector and interface module $265, Smoke detector $155, Long range Remote pager with hasnt0g2 Antenna $355. Long range remote pager with dual band antenna kit $500 [2]	$896.00[1]	$1,700.00[2]
HAS [1] PROTEMP [2]	Heat Alarm System to be used in a K-9 vehicle. Warns officer when dangerously high temperatures are inside the vehicle. ACE K9 PRO TEMP ALARM SYSTEM. [2]	$1,696.00[1]	$990.00[2]
LRPH [1] LABOR [2]	Labor rate per hour Labor rate per hour. Refer to Emergency lighting price submission for schedule. See dealer quote for itemization. Includes professional EVT certified installation, wire loom, connectors, prep kit and consultation [2]	$96.00[1]	$135.00[2]
NST [1] TAG [2]	New state tag (specify state, county, city, sheriff, etc.) Per Florida Statute 320.08, A dealer can only charge the purchaser the actual fees authorized by statute for title and registration transfers. These will be the fees charged by the county tax collector's office for transferring title and registrations. Overcharging of these fees without refunding the overcharge is unlawful and could result in disciplinary action against the dealer's license. The dealer is Responsible for refunding the overcharged amount to the purchaser. Private tag agency fees cannot be included in the category of title and registration fees: DHSMV Procedure TL-10. [TL- 10:http://www3.flhsmv.gov/DMV/Proc/TL/TL-10.PDF] [2]	$165.00[1]	$130.00[2]
TEMP-TAG [1] TEMP [2]	Temporary tag	$36.00[1]	$6.00[2]
TER [1] TX [2]	Transfer existing registration (must provide tag number)	$100.00[1]	$85.00[2]
MPP575 [2]	Maintenance Plan - specify 5 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. Includes police surcharge. [2]	NA	$2,160.00[2]
MPP675 [2]	Maintenance Plan - specify 6 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. Includes police surcharge. [2]	NA	$2,205.00[2]

VEHICLE:	Interceptor Utility (K8A)			
DEALER:	HUB CITY FORD	HUB CITY FORD	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$26,079.00	$26,079.00	$26,118.00	$26,259.00

MPP610 [2]	Maintenance Plan - specify 6 Year 100,000 mile Premium Maintenance Plan. 20 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. Includes police surcharge. [2]	NA	$2,900.00[2]
6/100 [1] CB575 [2]	Warranty - specify POWERTRAIN CARE WITH (0) DED [1] 5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use $2000. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide [2]	$1,910.00[1]	$1,475.00[2]
6/100 [1] CE575 [2]	Warranty - specify BASE CARE WITH (0) DED [1] 5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use $2425. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide [2]	$2,355.00[1]	$1,710.00[2]
6/100 [1] CP575 [2]	Warranty - specify EXTRA CARE WITH (0) DED [1] 5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use $3330. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide [2]	$2,850.00[1]	$2,400.00[2]

VILLAGE OF PALM SPRINGS
PURCHASE ORDER REQUISITION

DATE _____ **PO #** [ ]

VENDOR # 2214 **VENDOR NAME** Don Reid Ford, Inc.

CONTRACT **YES**____ **NO**____ **RESOLUTION #:** _____

EXPIRATION DATE: ___**09/30/17**_____ **COUNCIL APPROVAL DATE:** _____

LINE # **01** QTY **2** UNIT **each** ACCT # **01229** - 56400

DESCRIPTION 2017 Ford Fusion Mid Size 4-Door Administrative Vehicles Specification #18 (P0G) FL Sheriff's QE065 PS FIN 59-6020405 FLSheriff's Bid # FSA16-VEL24.0 **(1) White Gold, (1) Lightning Bl**

UNIT PRICE $17,057.00 TOTAL PRICE $ 34,114.00

LINE # **02** QTY _____ UNIT each ACCT # _____ - _____

DESCRIPTION _____

UNIT PRICE _____ TOTAL PRICE $ - _____

LINE # **03** QTY _____ UNIT each ACCT # _____ - _____

DESCRIPTION _____

UNIT PRICE _____ TOTAL PRICE $ - _____

LINE # **04** QTY _____ UNIT each ACCT # _____ - _____

DESCRIPTION _____

UNIT PRICE _____ TOTAL PRICE $ - _____

LINE # **05** QTY _____ UNIT _____ ACCT # _____ - _____

DESCRIPTION _____

UNIT PRICE _____ TOTAL PRICE $ - _____

LINE # **06** QTY _____ UNIT _____ ACCT # _____ - _____

DESCRIPTION _____

UNIT PRICE _____ TOTAL PRICE $ - _____

TOTAL PO $ 34,114.00

Updated 10/01/15

LINE # 07 QTY _____ UNIT _____ ACCT # _____ - _____

DESCRIPTION _____

_____

UNIT PRICE _____ TOTAL PRICE $ - _____

LINE # 08 QTY _____ UNIT _____ ACCT # _____ - _____

DESCRIPTION _____

_____

UNIT PRICE _____ TOTAL PRICE $ - _____

LINE # 09 QTY _____ UNIT _____ ACCT # _____ - _____

DESCRIPTION _____

_____

UNIT PRICE _____ TOTAL PRICE $ - _____

LINE # 10 QTY _____ UNIT _____ ACCT # _____ - _____

DESCRIPTION _____

_____

UNIT PRICE _____ TOTAL PRICE $ - _____

LINE # 11 QTY _____ UNIT _____ ACCT # _____ - _____

DESCRIPTION _____

_____

UNIT PRICE _____ TOTAL PRICE $ - _____

LINE # 12 QTY _____ UNIT _____ ACCT # _____ - _____

DESCRIPTION _____

_____

UNIT PRICE _____ TOTAL PRICE $ - _____

LINE # 13 QTY _____ UNIT _____ ACCT # _____ - _____

DESCRIPTION _____

_____

UNIT PRICE _____ TOTAL PRICE $ - _____

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

MID-SIZE 4-DOOR ADMINISTRATIVE VEHICLES SPECIFICATION #18

2017 Ford Fusion (P0G)

The Ford Fusion (P0G) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★Western	★Northern	★Central	Southern
BASE PRICE:	$17,032.00	$16,865.00	$17,032.00	$17,057.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	Fusion (P0G)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	Southern
BASE PRICE:	$17,032.00	$16,865.00	$17,032.00	$17,057.00

Order Code	Delete Options	All Zones
	Cruise control	**NA**
D55M [1]	Front and rear floor mats	$50.00 [1]
	On-Star	**NA**
	Satellite radio	NA
	Trim package	**NA**

Order Code	Add Options	All Zones
99D [1]	Engine upgrade - specify 1.5L EcoBoost® Engine w/6-Speed Automatic Transmission with SelectShift®. REQUIRES P0H.200A MODEL UPGRADE. INCLUDED WITH P0H.202A PACKAGE [1]	$899.00 [1]
	CNG model - specify	**NA**
	Bi-fuel model - specify	NA
	CNG conversion (discuss with dealer)	**NA**
	LPG conversion (discuss with dealer)	NA
3K [1]	**Additional Key(s) or Key Fob(s) when applicable.**	**$275.00 [1]**
	AM/FM radio with single CD	Std
P0T.201A [1]	**AWD** (P0T) MODEL UPGRADE TO INCLUDE ALL S AND SE STANDARD EQUIPMENT PLUS - 18" Premium Painted Dark Stainless Wheel - Halogen Fog Lamps with Bright Chrome-trim Black Bezel - Leather-Wrapped Steering Wheel - Rear Spoiler - Black Cloth/Vinyl Bolster Seats with Medium Stone stitching on seats/door armrest/console armrest! Note: Ebony Interior Only [1]	**$5,769.00 [1]**
	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - factory installed	Std
BUC [1]	**Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed** Typically for agencies that may want to have a "constant hot" camera to remain on while vehicle is in park controlled by an on/off switch. Provides constant surveillance. [1]	**$695.00 [1]**
	Bucket seats	Std
	Power seats REQUIRES AND INCLUDED IN VEHICLE UPGRADE PACKAGES [1]	**NC [1]**
	Remote keyless entry	Std
RS [1]	**Rainshields - flange style**	**$160.00 [1]**
BQ [1]	Seat trim upgrade - specify LEATHER INTERIOR...REQUIRES AND INCLUDED WITH 202A PACKAGE ON MODEL P0H AND P0T. INCLUDES LUXURY PACKAGE: Luxury Package, 10-Way Power Driver Seat w/3 memory settings, Leather Seating surfaces & Heated Front-Seats, Auto-Dimming Rear View Mirror, Auto-Dimming Driver Side Exterior Mirror with Memory, Chrome Moldings Around Window, Fog Lamps, Leather-Wrapped Steering Wheel, Leather-Wrapped Gear Shift Knob, Warm Interior Accents[1]	NC [1]
	Side air protection	**Std**
	Split folding rear seat	Std

VEHICLE:	Fusion (P0G)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	Southern
BASE PRICE:	$17,032.00	$16,865.00	$17,032.00	$17,057.00

P0H.200A [1]	**Vehicle upgrade package - specify** P0H MODEL UPGRADE WITH 200A PACKAGE INCLUDES All S Content, Plus: 17" Premium Painted Luster Nickel Wheel 235/50R17–Tires LED Signature Lighting 4.2" Driver Configurable LCD Display inInstrument Cluster Floor Mats – 2nd Row Instrument Panel W/ Compass and Outside Air Temperature Read out Rear Heat Vents Rear Center Armrest with 2 Cupholders Seats ; 10-Way Power Driver with Power Lumbar(fore/aft, up/down, tilt, recline, 2-way power lumbar) and 6-Way Power Passenger Seat (fore /aft, up /down with recline) Audio; 6 Speakers SiriusXM®Radio Secure Code Keyless-Entry Keypad[1]	$1,369.00[1]
VV [1]	Vent visors - stick-on style	$160.00[1]
	Aluminum wheels	Std
	Body side moldings	NA
942 [1]	**Daytime running lights**	$44.00[1]
153 [1]	Front license bracket	NC[1]
	Full size spare tire and rim MINI SPARE INCLUDED [1]	NA[1]
	Immobilize daytime running lights	Std
N2 [1]	**Nitrogen filled tires including spare tire**	$225.00[1]
PSDE [1]	Pin stripes/door edge guard	$216.00[1]
202A [1]	**Optional equipment - specify** Requires vehicle model upgrade to either P0H.200A or P0T.201A.(P0T requires 64B at $694, POH 999 2.0 eco boost is additional $999). Includes all S and SE standard equipment plus; * (1.5L EcoBoost® on FWD, 2.0 on AWD) Engine w/6-Speed Automatic Transmission with Steering Wheel mounted Paddle Shifters with SelectShift® and Auto Start-Stop Technology * 10-Way Power Driver Seat w/3 memory settings, Leather-trimmed Seating surfaces & Heated Front-Seats * Auto-Dimming Rearview Mirror * Bright Exterior Door and Window Trim Moldings * Door Handles – Exterior – Body-Color with Chrome Insert * Intelligent Access with Remote Start System! * Leather-Wrapped Steering Wheel * LED Fog Lamps with Bright Chrome-trim and High-gloss Black Bezel! * LED Headlamps! * Upgraded Sideview Mirrors with Heat, Security Approach Lamps, Turn Signal Indicator, and Auto-Dimming (on Driver Side) with Memory! * Warm Interior Accents[1]	$3,194.00[1]
DISCOUNT [1]	Optional equipment - specify Discount applied to manufacturer's options not included in Bid publication per manufacturer's price lists: i.e. fleet.ford.com, Whelen.com. Contact awarded dealer for corresponding quote. Extension of discount available from affiliated Duval Motor Company in-house entities: Duval Ford, Dana Safety Supply, as well as Ford Municipal Finance for Lease purchase discounted proposals. [1]	$5.00[1]
OPT EQUIP [1]	**Optional equipment - specify** FULL TINT, SPECIFY IF LIMO. Havis laptop stand universal USE $625. For inverter USE $400. FOR DERIVE Speed Plus installed USE $450. Limits top speed and Fuel economy program is developed to maximize the fuel economy of your fleet. This program contains hundreds of precise changes in key areas of the vehicle calibration. By optimizing these parameters, you can reduce your vehicle's average fuel consumption by up to 12% annually. Proven Fuel Facts: -Increase your fleets overall Fuel Economy by up to 12% -10-30% Reduction in Idle Fuel Consumption -Fuel gains independently Lab Tested & Verified -50 State Emissions Legal -Reduces your company's Carbon Footprint -Prevents premature vehicle wear and prolongs the vehicles life cycle -Vehicle calibrations are programmed into the vehicle via Derive --Efficiency's exclusive hand-held programmer through the OBDII diagnostic port with no tools required. [1]	$365.00[1]
COP [1]	Optional equipment - specify CITIZEN PATROL VEHICLE PACKAGE. CONSISTS OF BASE DECAL PACKAGE. FOR LIGHTED SETINA PUSH BUMPER AND LED LIGHTS IN FOUR LOCATIONS FRONT AND REAR ADD $1495. LAPTOP STANDS AT $595. 1 [1]	$345.00[1]
SCPO [1]	**Optional equipment - specify** For Single combined purchase (SCP) order issuance using local vendor preference, OPTION is set at 10% ceiling price over local vendor/ zone itemized cost. Total minimum quoted amount includes transfers, body certification, weight slip, and FSA contract fee. Using SCPO complies with FS 319.21 & Title 49, code of Federal Regulations (49CFR), Parts 567.3, 568.3 and 571.3 for Incomplete vehicle second stage manufacturing. [1]	$1,436.00[1]

VEHICLE:	Fusion (P0G)			
DEALER:	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC	DUVAL FORD LLC
ZONE:	★Western	★Northern	★Central	Southern
BASE PRICE:	$17,032.00	$16,865.00	$17,032.00	$17,057.00

LABOR [1]	Labor rate per hour Labor rate per hour. Refer to Emergency lighting price submission for schedule. See dealer quote for itemization. Includes professional EVT certified installation, wire loom, connectors, prep kit and consultation. [1]	$135.00[1]
TAG [1]	New state tag (specify state, county, city, sheriff, etc.) Per Florida Statute 320.08, A dealer can only charge the purchaser the actual fees authorized by statute for title and registration transfers. These will be the fees charged by the county tax collector's office for transferring title and registrations. Overcharging of these fees without refunding the overcharge is unlawful and could result in disciplinary action against the dealer's license. The dealer is Responsible for refunding the overcharged amount to the purchaser. Private tag agency fees cannot be included in the category of title and registration fees: DHSMV Procedure TL-10. [TL-10:http://www3.flhsmv.gov/DMV/Proc/TL/TL-10.PDF] [1]	$130.00[1]
TX [1]	Transfer existing registration (must provide tag number)	$85.00[1]
TEMP [1]	Temporary tag	$6.00[1]
MPP575 [1]	Maintenance Plan - specify 5 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For Specialty use: Emergency, Fire, Ambulance, all police, livery, limo, shuttle, and tow truck ADD $300 [1]	$1,860.00[1]
MPP675 [1]	Maintenance Plan - specify 6 Year 75,000 mile Premium Maintenance Plan. 15 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For Specialty use: Emergency, Fire, Ambulance, all police, livery, limo, shuttle, and tow truck ADD $300 [1]	$1,905.00[1]
MPP610 [1]	Maintenance Plan - specify 6 Year 100,000 mile Premium Maintenance Plan. 20 service visits at 5000 mile intervals for vehicles with Gas Engine, zero deductible. For Specialty use: Emergency, Fire, Ambulance, all police, livery, limo, shuttle, and tow truck ADD $500 [1]	$2,400.00[1]
CB575 [1]	Warranty - specify 5 Yr 75,000 mile zero deductible BASECare plan. 5 Yr 100,000 mile zero deductible use $2000. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. For Specialty use: Police pursuit excluding p2L,p2m,k8a; Fire, Ambulance, Shuttle, Tow Truck add $605. (With AWD model use $1590: 5/75, $2195: 5/100) [1]	$1,475.00[1]
CE575 [1]	Warranty - specify 5 Yr 75,000 mile zero deductible EXTRACare plan. 5 Yr 100,000 mile zero deductible use $2425. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. For Specialty use: Police pursuit excluding p2L,p2m,k8a; Fire, Ambulance, Shuttle, Tow Truck add $555. (With AWD model use $1860: 5/75, $2665: 5/100) [1]	$1,710.00[1]
CP575 [1]	Warranty - specify 5 Yr 75,000 mile zero deductible PREMIUMCare plan. 5 Yr 100,000 mile zero deductible use $3330. Complete pricing schedule available upon request. Prices quoted per FordMoCo Florida Retail "Ford Protect" May 2016 Pricing Guide. For Specialty use: Police pursuit excluding p2L,p2m,k8a; Fire, Ambulance, Shuttle, Tow Truck add $505 (With AWD model use $2615: 5/75, $3470: 5/100) [1]	$2,400.00[1]

VILLAGE OF PALM SPRINGS
PURCHASE ORDER REQUISITION

DATE 11/15/16 **PO #**

VENDOR # 30677 **VENDOR NAME** Alan Jay Nissan

CONTRACT **YES**____ **NO**____ **RESOLUTION #:**

EXPIRATION DATE: **COUNCIL APPROVAL DATE:**

LINE # 01 QTY 1 UNIT **each** ACCT # **01229** - 56400

DESCRIPTION 2017 Nissan Frontier Compact 4-door Crew Cab Pickup Truck- 4X2 Specification #47 (32117) FL Sheriff's FIN (QE065) PS FIN 59-6020405 FL Sheriff's Bid # 15-23-0904 **Glacier White**

UNIT PRICE $19,883.00 TOTAL PRICE $ 19,883.00

LINE # 02 QTY 1 UNIT each ACCT # 01229 - 56400

DESCRIPTION Manufacturer's model upgrade package to include power windows and door locks and remote keyless entry (32317)

UNIT PRICE $1,409.00 TOTAL PRICE $ 1,409.00

LINE # 03 QTY UNIT each ACCT # -

DESCRIPTION

UNIT PRICE TOTAL PRICE $ -

LINE # 04 QTY UNIT each ACCT # -

DESCRIPTION

UNIT PRICE TOTAL PRICE $ -

LINE # 05 QTY UNIT ACCT # -

DESCRIPTION

UNIT PRICE TOTAL PRICE $ -

LINE # 06 QTY UNIT ACCT # -

DESCRIPTION

UNIT PRICE TOTAL PRICE $ -

TOTAL PO $ 21,292.00

Updated 10/01/15

FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

COMPACT 4-DOOR CREW CAB PICKUP TRUCK - 4X2 SPECIFICATION #47

2017 Nissan Frontier (32117)

The Nissan Frontier (32117) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$20,016.00	$19,867.00	$19,883.00	$19,883.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	Frontier (32117)			
DEALER:	Rountree-Moore Nissan	DeLand Nissan	ALAN JAY NISSAN, INC.	ALAN JAY NISSAN, INC.
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$20,016.00	$19,867.00	$19,883.00	$19,883.00

Order Code	Delete Options	Western	Northern	Central & Southern
32167 [1] 32167 [2] 32167 [3]	Manual transmission in lieu of automatic transmission 6-speed Manual Transmission [2] (Payment in full required prior to placement of order from manufacturer) [3]	$400.00[1]	($702.00)[2]	$200.00[3]
	AM/FM stereo radio	NA	NA	NA
	Air conditioning	NA	NA	NA
	On-Star	NA	NA	NA

Order Code	Add Options	Western	Northern	Central & Southern
	Engine upgrade - specify 4.0L 24V V6 with 5-speed automatic transmission [3]	NA	NA	Std[3]
	Bi-fuel model - specify	NA	NA	NA
	Diesel Engine	NA	NA	NA
DRYCELL [3]	Battery, 650 cca or greater Dealer provided 700cca minimum Drycell Battery. [3]	NA	NA	$379.00[3]
	Limited slip differential Active brake limited slip standard. [3]	Std	NA	NA[3]
	Limited slip differential Active brake limited slip standard. [3]	Std	NA	NA[3]
32317 [1] 32317 [2] 32317 [3]	Manufacturer's model upgrade package (specify pkg. bid) SV Trim Level PKG includes: 16" alloy wheels, OWL P265/70R16 tires, body colored front bumper, black power mirrors, manual sliding rear window w/ privacy glass, chrome door handles, bed rail caps, 5" color streaming DIC (upgraded radio w/ USB & Ipod connectivity), SAT radio capability, blue tooth, steering wheel audio controls, tilt steering wheel, SV cloth seat surfaces, driver info center, power windows/locks, remote keyless, cruise control, 3 AUX outlets, overhead console with map lights, upgraded visors.[1] SV Model Upgrade includes 16" Alloy Wheels, P265/70R16 Tires, Body-color Front Bumper, Dual Power Outside Mirrors, Remote Keyless Entry Power Door Locks with Auto-locking Feature, Power Windows with Driver-side One-touch Auto-down, Additional 12-volt DC Power Outlet, 6-speaker AM/FM/CD Audio System, NissanConnectTM + NissanConnectTM Apps, 5" color display, USB connection port for iPod® interface and other compatible devices, Streaming audio via Bluetooth®, SiriusXM Satellite Radio, Hands-free text messaging assistant, Smartphone apps integration for iPhone and Android phones, Nissan Vehicle Immobilizer System, [2] SV Upgrade includes: 16" alloy wheels, painted front bumper, front reading lamps, remote keyless entry, power windows with driver auto down, power locks, black power outside mirrors, Nissan connect with mobile aps, XM radio capability, battery saver for room and map lamps, and engine immobilizer. [3]	$900.00[1]	$905.00[2]	$1,409.00[3]
32717 [2] K02 [3]	Seat trim upgrade - specify SL Model Upgrade includes Crew Cab SV features plus: 18" Alloy Wheels, P265/60R18 BFG Long Trail Tires, Fog Lights, Automatic On/Off Headlights, Dual Power Heated Outside Mirrors, Chrome Door Handles and Outside Mirrors, Rockford Fosgate Premium Audio System, 10 speakers including Subwoofer, NissanConnectTM with Navigation + NissanConnectTM Apps, 5.8" Color Touch-screen Display, Nissan Voice Recognition for Navigation and Audio, SiriusXM Satellite Radio, SiriusXM Traffic,	NA	$7,490.00[2]	$1,989.00[3]

VEHICLE:	Frontier (32117)			
DEALER:	Rountree-Moore Nissan	DeLand Nissan	ALAN JAY NISSAN, INC.	ALAN JAY NISSAN, INC.
ZONE:	★Western	★Northern	★Central	★Southern
BASE PRICE:	$20,016.00	$19,867.00	$19,883.00	$19,883.00

	SiriusXM Travel LinkTM, Smartphone Apps Integration for iPhone® and Android Phones, USB Connection Port for iPod® Interface and Other Compatible Devices,Bluetooth® Hands-free Phone System, Streaming Audio via Bluetooth® Hands-free Text Messaging Assistant, Vehicle Security System (VSS), First Aid Kit, [2] SV value truck package includes: rearview camera, rear parking aid, dual zone A/C, (6) speakers, auto dimming rear view mirror, compass, outside temp, spray in bed liner, Cargo tied down system, fog lamps, vehicle security system, cabin filter, floor mats, sliding bed extender, trailer hitch. (N/A with manual transmission) - REQUIRES SV upgrade. [3]			
32317 [1]	Power windows/door locks SV Trim Level PKG includes: 16" alloy wheels, OWL P265/70R16 tires, body colored front bumper, black power mirrors, manual sliding rear window w/ privacy glass, chrome door handles, bed rail caps, 5" color streaming DIC (upgraded radio w/ USB & Ipod connectivity), SAT radio capability, blue tooth, steering wheel audio controls, tilt steering wheel, SV cloth seat surfaces, driver info center, power windows/locks, remote keyless, cruise control, 3 AUX outlets, overhead console with map lights, upgraded visors[1] Included in SV Upgrade Package [2] Included and only available with manufacturers upgrade [3]	$900.00[1]	NA[2]	NA[3]
32317 [1]	Speed control/tilt steering wheel SV Trim Level PKG includes: 16" alloy wheels, OWL P265/70R16 tires, body colored front bumper, black power mirrors, manual sliding rear window w/ privacy glass, chrome door handles, bed rail caps, 5" color streaming DIC (upgraded radio w/ USB & Ipod connectivity), SAT radio capability, blue tooth, steering wheel audio controls, tilt steering wheel, SV cloth seat surfaces, driver info center, power windows/locks, remote keyless, cruise control, 3 AUX outlets, overhead console with map lights, upgraded visors[1] Included and only available with manufacturers upgrade [3]	$900.00[1]	Std	NA[3]
32317 [1]	Sliding rear window SV Trim Level PKG includes: 16" alloy wheels, OWL P265/70R16 tires, body colored front bumper, black power mirrors, manual sliding rear window w/ privacy glass, chrome door handles, bed rail caps, 5" color streaming DIC (upgraded radio w/ USB & Ipod connectivity), SAT radio capability, blue tooth, steering wheel audio controls, tilt steering wheel, SV cloth seat surfaces, driver info center, power windows/locks, remote keyless, cruise control, 3 AUX outlets, overhead console with map lights, upgraded visors[1] Included in SV Upgrade Package [2] Included and only available with manufacturers upgrade [3]	$900.00[1]	NA[2]	NA[3]
	AM/FM radio with single CD	Std	Std	Std
3K [1] 3rd key [2] 3K [3]	Additional Key(s) or Key Fob(s) when applicable 3rd key ~~//~~ 3rd Key w/FOB if ordered SV Trim Level = $396 [1] Key only: $347.00 for key and remote package; Includes dealer programing; [2] Dealer provided and programmed 3rd key only. - or - (3KR - Dealer provided and programmed 3rd key and remote $373.) [3]	$197.00[1]	$150.00[2]	$149.00[3]
FLO [1] L92 [2] L92 [3]	Floor mats Floor Mats [1] Front and rear Factory mats [2]	$135.00[1]	$130.00[2]	$139.00[3]
	Side air bags	Std	Std	Std
Single spot [2] L-SPOT [3]	Left-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed Add $175.00 for LED [2] Add $200 for LED light [3]	NA	$480.00[2]	$520.00[3]

VEHICLE:	Frontier (32117)			
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BASE PRICE:	$20,016.00	$19,867.00	$19,883.00	$19,883.00

Dual Spot [2] LR-SPOT [3]	Left & right-hand pillar mounted 6" spotlight with clear halogen bulb, dealer installed Add $350.00 for LED [2] Add $400 for LED lights [3]	NA	$925.00[2]	$1,050.00[3]
Vent visor [2] RS [3]	Vent visors - stick-on style (Front windows only $145) [3]	NA	$190.00[2]	$189.00[3]
R/V-F [1] Rainshields [2] RSF [3]	Rainshields - flange style (Front windows only $145) [3]	$189.00[1]	$240.00[2]	$189.00[3]
33117 [1] 33117 [2] 33117 [3]	Long bed model, minimum 83.4" inside box length, with minimum 113.5" and maximum 118.0" WB SV Model up grade includes LWB [2] SV Long Bed upgrade includes: 73.3" bed length, 16" alloy wheels, painted front bumper, front reading lamps, remote keyless entry, power windows with driver auto down, power locks, black power outside mirrors, Nissan connect with mobile aps, XM radio capability, battery saver for room and map lamps, and engine immobilizer. [3]	$1,620.00[1]	$1,627.00[2]	$2,129.00[3]
FTC [1] Fiberglas Lid [2] FTC [3]	Fiberglass tonneau cover (painted to match) UTC= Undercover Black Composite Tonneau Cover = $1,290 [1] Add $300.00 for Roll-N-Lock in lieu of Fiberglas [2] (BSL1200 - 1,200lb capacity Cargo Ease bed slide with rubber mat and 4" Sides $1338) - or - (R~N~L - Upgrade to Roll~N~Lock cover in lieu of fiberglass tonneau ADD $297) [3]	$1,490.00[1]	$1,510.00[2]	$1,495.00[3]
FHT [1] Fiberglas Topper [2] ECHO [3]	Fiberglass cab high topper with front, side and rear windows (painted to match) Add $385 for both side access windows [1] Add $380.00 for swing up side glass doors [2] Ranch Echo topper with fixed framed picture windows. - or - (ECHO-WD - Ranch Echo topper with side access windoors $2070.) - or - (SIERRA-SS - Ranch Sierra topper with solid sides $1975.) - add - (FCH-LR - TracRac aluminum roof rack system with two cross bars & 4 adjustable load stops $995.)[3]	$1,735.00[1]	$1,710.00[2]	$1,695.00[3]
ATB [1] Alum Tool BX [2] ATB-LP-18 [3]	Heavy duty aluminum tool box HD Aluminum Diamond Plate Tool Box 14" Deep ~~//~~ 18" Deep $495 [1] 14" deep box, Additional $45.00 for 18" deep box [2] Dealer Provided HD Aluminum Diamond Plate Low Pro Tool Box 18" Depth - and - (SAFE-T - Fire extinguisher, first aid kit, and road triangles $329). [3]	$485.00[1]	$438.00[2]	$469.00[3]
A92 [1] A92 [2] A92 [3]	Bedliner Plastic Drop Bed Liner [1] Under Rail Bedliner, Available Base model only [2] Under the rail plastic type bed liner.(DBL - Dealer provided plastic drop in bed liner $325) [3]	$350.00[1]	$350.00[2]	$359.00[3]
K02 [1] pray bedliner [2] SOB [3]	Spray-on bedliner (Rhino, Line-X or approved equivalent) SV Value Pkg. Req. Order SV Trim Level: REARVIEW MONITOR, REAR SONAR, DUAL ZONE AUTO A/C, AUTO-DIMMING MIRROR W/ COMPASS & TEMP, SPRAY-IN BEDLINER, UTILI-TRACKTM SYSTEM W/ 4 ADJUSTABLE TIE DOWN CLEATS, HEATED CLOTH SEATS, FOG LAMPS, VEHICLE SECURITY SYSTEM (VSS), FLOOR MATS (VPC INSTALLED), SLIDING BED EXTENDER, TRAILER HITCH, LEATHER STEERING WHEEL, LEATHER SHIFT KNOB[1] Dealer installed HD Spray-on-Bed liner. [3]	$1,980.00[1]	$575.00[2]	$579.00[3]

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K02 [1] A93 [2] A93 DB2 [3]	Heavy duty towing package up to 3,500 lbs. SV Value Pkg. Req. Order SV Trim Level: REARVIEW MONITOR, REAR SONAR, DUAL ZONE AUTO A/C, AUTO-DIMMING MIRROR W/ COMPASS & TEMP, SPRAY-IN BEDLINER, UTILI-TRACKTM SYSTEM W/ 4 ADJUSTABLE TIE DOWN CLEATS, HEATED CLOTH SEATS, FOG LAMPS, VEHICLE SECURITY SYSTEM (VSS), FLOOR MATS (VPC INSTALLED), SLIDING BED EXTENDER, TRAILER HITCH, LEATHER STEERING WHEEL, LEATHER SHIFT KNOB ~~//~~ Dealer Installed Class III Rec Hitch w/ 2" Bar & Ball = $535[1] Bedliner and Hitch Package, Requires SV package Upgrade; Dealer supplied 2" ball mount and pin and clip and 2" ball; [2] Requires SV upgrade, Includes A92 bed liner, factory receiver hitch, draw bar, 2" ball, pin, and clip. [3]	$1,980.00[1]	$694.00[2]	$729.00[3]
NITRO [1] Nitro fill [2] N2 [3]	**Nitrogen filled tires including spare tire**	**$145.00[1]**	**$145.00[2]**	**$169.00[3]**
	Full size spare tire and rim	Std	Std	Std
	Daytime running lights	**NA**	**NA**	**NA**
	Immobilize daytime running lights	NA	NA	NA
	Manufacturer's certified factory utility body - specify	**NA**	**NA**	**NA**
	Chassis with Knapheide, or approved equivalent utility body Contact dealer for Special Requirements [2]	NA	NA[2]	NA
	Powder coating	**NA**	**NA**	**NA**
	Front license bracket	Std	Std	NA
C/SHD [1] Cab Shield [2] HAR [3]	**Cab shield headache rack (protects back of cab)**	**$585.00[1]**	**$525.00[2]**	**$497.00[3]**
P/RCK [1] Pipe Rack [2] SFB ####.### [3]	Pipe rack w/expanded metal basket over cab (for pickup bed) Rack-it Sure Fit streamline 1000 series modular powder coated truck rack, does not include expanded metal basket over cab - add - (9115 - Beacon mount for Rack-it rack $65 each, plus beacon) - add - (RS-2BK - Rack-it rack strap (pair) for load securement $150) - or - (1200ATR - Weather Guard aluminum meterial rack $1087, does not include expanded metal basket over cab) - add - (RAILS - Add side rails to the 1200ATR , add $882) - add - (CROSS - Add one additional cross member to the 1200ATR add $199).[3]	$1,750.00[1]	$1,275.00[2]	$1,255.00[3]
	Pipe rack w/expended metal basket over cab (for utility body)	**NA**	**NA**	**NA**
SL/RCK [1] Ladder Rack [2] SSMLR [3]	Single ladder rack side mounted (specify street or curbside) Single Side Mounted Ladder Rack [3]	$735.00[1]	$750.00[2]	$738.00[3]
	Backup alarm, factory installed	**NA**	**NA**	**NA**
Backup Alarm [2] BUA [3]	Backup alarm, dealer installed Peterson V780 97Db [2] Dealer installed 90db back up alarm. [3]	$185.00	$149.00[2]	$179.00[3]
KO2 [1] P01 [2]	**Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle)- factory installed** SV Value Pkg. Req. Order SV Trim Level: REARVIEW MONITOR, REAR SONAR, DUAL ZONE AUTO A/C, AUTO-DIMMING MIRROR W/ COMPASS & TEMP, SPRAY-IN BEDLINER, UTILI-TRACKTM SYSTEM W/ 4 ADJUSTABLE TIE DOWN CLEATS, HEATED CLOTH SEATS, FOG LAMPS, VEHICLE SECURITY SYSTEM (VSS), FLOOR MATS (VPC INSTALLED), SLIDING BED EXTENDER, TRAILER	**$1,980.00[1]**	**$1,980.00[2]**	**NA[3]**

VEHICLE:	Frontier (32117)			
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	HITCH, LEATHER STEERING WHEEL, LEATHER SHIFT KNOB [1] SV Value Truck Package (P01) Rear Sonar System, REARVIEW MONITOR, Heated Front seats, Dual Zone Automatic Temperature Control Auto-dimming Inside Mirror with Integrated Rear-seat Fold-down Center Armrest, Compass & Outside Temperature Display, Fog Lights, Factory-applied Spray-on Bedliner, Utili-track® Channel System, 4 Adjustable Tie-down Cleats, Vehicle Security System (VSS), Class IV Integrated Receiver Hitch, Sliding Bed Extender, In-cabin Microfilter, Floor Mats, Leather-wrapped Steering Wheel, Leather-wrapped Shift Knob, [2] Included and only available with K02 upgrade. [3]			
BUC [1] BUC [2] BUC [3]	Backup camera with 3.5" LCD (rear mounted camera to provide wide angle field of vision at rear of vehicle) - dealer installed Dealer installed backup camera with rear view mirror mounted monitor. [3]	$679.00[1]	$790.00[2]	$679.00[3]
L/BAR [1] Safety Kit [2] WGG [3]	Optional equipment - specify All LED Lighbar w/ Work & Side Lights plus Rear Directional with Controller --Advise Color when Ordering [1] Fire extinguisher and Triangle kit [2] Dealer installed wrap around grille guard , add $300 for winch mount plate. - add - (8KW- Warn 8,000lb recovery winch with remote $1195). [3]	$1,850.00[1]	$86.00[2]	$995.00[3]
4C/LED [1] Strobes [2] RSL [3]	Optional equipment - specify Four (4) Corner Strobe LED [1] 4 corner LED Strobes surface mount [2] Roadside lighting package Incudes: Four corner hide away LED kit, 8 LED traffic advisor mounted in rear window glass, (SPLIT AMBER/CLEAR) Grille lights, wired to factory upfitter switches or 6-switch controller. - or - (ALB-TA - Amber LED Light Bar with Front Takedowns, Side Alley lights, and Rear Arrow Stick Traffic Advisor $1895) - add - (20074- LED Go Light with dash and wireless remote, installed $696.)[3]	$618.00[1]	$590.00[2]	$1,729.00[3]
WGG [1] Computer Mount [2] RAM-VB-###-SW1 [3]	Optional equipment - specify Wrap Around Grill Guard ~~//~~ Add $300 for winch mount plate ~~//~~ 8K/W= 8,000 lbs. Winch w/ Remote = $1,247 [1] Ram vehicle specific no-drill laptop mount, includes freight and installation. - add - (806-1206 - 600w pure sine wave inverter, installed $429.) - add - (806-1210-PU - Xantrex 1000w Pure Sine wave Power Inverter mounted behind passenger seat or under rear seat curbside, includes 808-9001 Xantrex user control / ignition control switch mounted to dash. $798) - add - (806-1220-PU - Xantrex 2000w Pure Sine wave Power Inverter mounted behind passenger seat or under rear seat curbside, includes 808-9001 Xantrex user control / ignition control switch mounted to dash. $1220).[3]	$1,138.00[1]	$525.00[2]	$519.00[3]
RS/SK [1] Grill Guard [2] DT2 [3]	Optional equipment - specify DOT Road Side Safety Kit: 25 Person First Aid Kit, 5 lbs Fire Ext, & Three (3) Ref. Triangles w/ case [1] Wrap around grill guard: Add $300.00 for winch mounting plate; [2] Factory rear deep tint glass standard, florida legal deep tint film on all front door glass, add $49 for front windshield strip. - and - (WTF -HD molded floor liner system, two rows $329) [3]	$269.00[1]	$1,090.00[2]	$149.00[3]
COMM/TOP [1] Winch [2] 3BLS [3]	Optional equipment - specify Aluminum Commercial Topper (WHITE: 23" High, Front Window, Full Length Side Doors w/Driver & Passenger Side Tool Boxes including 1 Vertical & 1 Horizontal Divider, Rear lift Up Door w/Window, Ladder Rack, 20" LED Interior Light ~~//~~ Fiberglass Commercial Topper Painted to Match = $520 ~~//~~ Double Swing / Barn Doors w/ vertical glass Rear in lieu of lift up door = $380 [1] 8000# winch with remote; Requires grill guard and mounting plate; [2] 3rd Brake Light Safety Pulse (Pulses 3rd Brake Light (4) times upon application of brake pedal to increase driver awareness behind you when stopping) [3]	$3,248.00[1]	$1,190.00[2]	$229.00[3]

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LABOR [1] Labor rate [2] LABOR [3]	Labor rater per hour (Labor Rates Based on Single Vehicle Build) - and - (MUNI-FI - Municipal finance for any essential use vehicle and equipment for all qualified government entities. Rate subject to lender approval, dealer participation not to exceed 2% of transaction amount. Payments in advance or arrears to be made quarterly, semi-annually, or annually for up to a 5 year term with a $1.00 dollar end of lease buyout $1.) [3]	$115.00[1]	$99.00[2]	$105.00[3]
N/TAG [1] New Tag [2] NEW-TAG [3]	New state tag (specify state, county, city, sheriff, etc.) Includes secure overnight delivery [2] Includes temp tag & two way overnight shipping for signature. [3]	$189.00[1]	$146.00[2]	$248.33[3]
TRANS [1] Transfer Tag [2] TRANS-TAG [3]	Transfer existing registration (must provide tag number) Includes secure overnight delivery [2] Includes temp tag & two way overnight shipping for signature. [3]	$169.00[1]	$120.00[2]	$198.85[3]
TEMP [1] Temp Tag [2] TEMP-TAG [3]	Temporary tag	$45.00[1]	$20.00[2]	$45.25[3]
MEP3 [3]	Maintenance Plan - specify Maintenance Elite Plus 5,000 mile interval 3 years 35,000 miles maintenance plan (Tire Rotation, LOF, Inspection, Roadside assist, key retrieval, key replacement, trip planning) [3]	NA	NA	$709.00[3]
MEP4 [3]	Maintenance Plan - specify Maintenance Elite Plus 5,000 mile interval 4 years 50,000 miles maintenance plan (Tire Rotation, LOF, Inspection, Roadside assist, key retrieval, key replacement, trip planning) [3]	NA	NA	$866.00[3]
MEP5 [3]	Maintenance Plan - specify Maintenance Elite Plus 5,000 mile interval 5 years 60,000 miles maintenance plan (Tire Rotation, LOF, Inspection, Roadside assist, key retrieval, key replacement, trip planning) [3]	NA	NA	$954.00[3]
RCND [2] GOLD575 [3]	Warranty - specify Call for pricing [1] GOLD PREFERRED 6 YR / 75,000 MILE (0) DEDUCTIBLE [2] Gold 5 yr 75k mile extended warranty ($0 Deductible)(Add $1200 for emergency use) [3]	NA[1]	$2,135.00[2]	$1,552.00[3]
RCNF [2] PC575 [3]	Warranty - specify GOLD PREFERRED 7 YR / 100,000 MILE (0) DEDUCTIBLE [2] Platinum 5 yr 75k mile extended warranty ($0 Deductible)(Add $1200 for emergency use) [3]	NA	$2,835.00[2]	$1,676.00[3]
RCN9 [2] PC6100 [3]	Warranty - specify GOLD PREFERRED 8 YR / 120,000 MILE (0) DEDUCTIBLE [2] Platinum 6 yr 100k mile extended warranty ($0 Deductible)(Add $1200 for emergency use) [3]	NA	$3,585.00[2]	$1,982.00[3]

FLORIDA DEPARTMENT OF STATE
Ken Detzner, Secretary of State
Administrative Code
The Gray Building - 500 S. Bronough Street, Tallahassee, Fl. 32399-0250

Billed to:
Other Agencies and Organizations
Florida Sheriffs Association
PO Box 12519
Tallahassee, FL 32317-2519
Attn: Drew Terpak

Account: 860 **Invoice Date: 06/21/2016** **Invoice Number: 604517**

	P.O. #	Publication in Florida Administrative Register	#units	$each	Extension
1		Vol/No: 42/109, June 6, 2016, Notice ID: 17610755	412	0.14	$57.68
2		Vol/No: 42/109, June 6, 2016, Notice ID: 17610852	413	0.14	$57.82

Invoice # must appear on all checks and correspondence. Please pay balance due: **$115.50**
F.E.I.D. number: F 59-3466865 ***Net Due - 15 days - No Discount***

TO INSURE PROPER CREDIT, PLEASE RETURN THIS PORTION.

Department of State - Division of Administrative Services - Bureau of Planning, Budget and Financial Services - (850)245-6579

R.A. Gray Bldg - 500 S. Bronough St, 4th Fl. - Tallahassee, Fl 32399-0250

Account: 860 **Invoice Date: 06/21/2016** **Number: 604517** **Amount Due: $115.50**

State Agencies - Journal Transfer to Account Code: 45-60-2-572001-45400100-00 BF Obj 019000 BF Cat 001903
Org Code / EO : 45400120200 7X Object:019032 Category: 001903

For Accounting Use Only: Object Code: 019012 Cat: 001905 ARGL: 15100 GL: 67200
FLAIR Account Code: Vendor FEID: F590708112-001

ID 17610755

Notice of Bid/Request for Proposal

OTHER AGENCIES AND ORGANIZATIONS

Florida Sheriffs Association

Cooperative Purchasing Program Bid FSA16-VEL24.0 Police Rated, Administrative, Utility Vehicles, Trucks & Vans

FLORIDA SHERIFFS ASSOCIATION
P.O. BOX 12519
TALLAHASSEE, FLORIDA 32317-2519

Florida Sheriffs Association Invitation to Bid

Cooperative Purchasing Program Bid FSA16-VEL24.0

Bid Number: FSA16-VEL24.0
Police Rated, Administrative, Utility Vehicles, Trucks & Vans
June 06, 2016 & June 15, 2016

Mandatory Vehicle Contract — Specification Workshop: June 27, 2016 - 9:00 AM EST

Mandatory Pre-Bid Conference: August 1, 2016 - 9:00 AM EST

Workshop and Pre-Bid Conference to be held at:
Marion County Sheriff's Office
Jail Multi-Purpose Room
3300 NW 30TH Avenue
Ocala, FL 34475

Electronic Responses Due: September 7, 2016 at 12:00 Noon EST
Paper Documents *(sealed bids)* Due: September 9, 2016 by 5:00 PM EST
Bid Submittal Received at: FLORIDA SHERIFFS ASSOCIATION
Attn: Cooperative Bid Coordinator
2617 Mahan Drive
Tallahassee, FL 32308

The Florida Sheriffs Association and the Florida Association of Counties invite interested vendors, including Motor Vehicle Manufacturers and Dealers/Certified Representatives to submit responses in accordance with these solicitation documents. The Florida Sheriffs Association will serve as the "Contract Administrator" in the solicitation process and the administration of the resulting contract. The purpose of this bid is to establish a twelve (12) month contract, beginning October 1, 2016 and ending September 30, 2017, with manufacturer's authorized dealers for the purchase of 2017 vehicles, trucks and heavy equipment on a "no trade-in basis."

All prospective bidders are required to attend the MANDATORY Vehicle Workshop(s) and Pre-Bid Meeting.

ADVERTISEMENT

Police Rated, Administrative, Utility Vehicles, Trucks & Vans

BID NO.: FSA16-VEL24.0

The Florida Sheriffs Association and Florida Association of Counties invite interested bidders to submit bid proposals for 2017 Police Rated, Administrative, Utility Vehicles, Trucks & Vans.

This contract shall be awarded to the lowest and best responsive bidder by specification, by manufacturer, by zone.

No bidder may withdraw his bid for a period of sixty (60) calendar days after the date set for the posting thereof.

Bidders are hereby advised that the Florida Sheriffs Association reserves the right to reject any and all bids, or separate portions thereof, and to waive any irregularity, technicality or omission if the FSA determines that doing so will serve in the FSA's best interest. The FSA may also reject any Response not submitted in the manner specified by the solicitation documents.

FLORIDA SHERIFFS ASSOCIATION
By: Steve Casey
FSA Executive Director

PUBLISH: ***FLORIDA ADMINISTRATIVE REGISTER***
June 06, 2016
June 15, 2016

BID AWARD ANNOUNCEMENT

FSA16-VEL24.0

Effective Dates:
October 1, 2016 – September 30, 2017

POLICE RATED, ADMINISTRATIVE, UTILITY VEHICLES, TRUCKS & VANS

Cooperative Bid Program

Coordinated By

The
Florida Sheriffs Association
&
Florida Association of Counties

Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org

DATE: October 1, 2016

TO: ALL PROSPECTIVE PARTICIPANTS

FROM: Steve Casey, Executive Director; Peggy Goff, Deputy Executive Director; Drew Terpak, Business Operations Manager; Annette Grissom, Cooperative Bid Coordinator

RE: Bid Number: FSA16-VEL24.0 Police Rated, Administrative, Utiity Vehicles, Trucks & Vans

We are pleased to announce that the Florida Sheriffs Association and the Florida Association of Counties has successfully conducted its 24th statewide competitive bid for vehicles which includes police rated, administrative, motorcycles, utility vehicles, trucks & vans. This contract is effective beginning October 1, 2016 through September 30, 2017, as long as vehicles are available through fleet sales.

Bids will be extended and guaranteed to any and all units of local governments/political subdivisions including but not limited to county, local county board of public instruction, municipalities and/or police agencies, other local public or public safety agencies or authorities within the State of Florida, and the state universities and colleges. In addition, bids will be extended and guaranteed to any other entities approved by manufacturers to participate in this contract. The participating agencies cannot guarantee any order other than those ordered through each individual agency.

All agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All awarded Vendors/Dealers are governed by their manufacturer's agreement.

Out of State Sales are permitted under this contract however, again ALL agencies are bound by their local governing purchasing ordinances, rules and regulations and shall apply to purchases made under this contract. All contractor/dealers are governed by their manufacturer's agreement. All contractor/dealers referencing this contract for the purpose of facilitating sales (purchase authority) outside the State of Florida must accept the terms and conditions of this contract.

In order to ensure quality service for our user agencies, we are requesting each of you to notify the Florida Sheriffs Association regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at fleet@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.

CONTRACT ORDERING INSTRUCTIONS

All interested parties who wish to purchase from this contract may do so by following these simple procedures:

1. Contact the awarded dealership listed in the zone from which you wish to purchase and advise them of your interest to purchase from **Bid No. FSA16-VEL24.0**. They will assist you with the placement of your order and answer any questions you may have regarding the vehicles purchased through this program. **You can only purchase from a dealer who is listed as a winner of one of the four zones for the vehicle you wish to purchase. However, you may purchase from any awarded dealer within any zone (additional delivery fees may apply).**

   Agencies ordering a Ford, General Motors, Chysler, or Toyota product, please be advised that you must use the appropriate FIN Code/FAN Code for the Florida Sheriffs Association in order to obtain the manufacturer's concessions. Also, you must use your FIN Code/FAN Code as a secondary number. For further assistance call the Fleet Customer Information Center for your appropriate manufacturer.

Manufacturer	Type Code	FSA Code	Fleet Center Contact Numbers	
Ford	FIN Code	QE065	1-800-34-FLEET	(1-800-343-5338)
General Motors	FAN Code	917872	1-800-FLEET OP	(1-800-353-3867)
Chrysler	FAN Code	48830	1-800-999-FLEET	(1-800-999-3533)
Toyota	FIN Code	GE159	1-800-732-2798	

2. **Basic information required on all purchase orders** is listed in this Bid Award Announcement. Purchase orders lacking the required basic information listed may result in the delay of placement and/or confirmation of orders. NOTE: The agency is responsible for obtaining a "Confirmation of Order" from the respective dealership. Dealers are required to complete a "Confirmation of Order" and send it to the purchaser within fourteen (14) calendar days after receipt of purchase order. Purchasers are encouraged to contact the dealer if a "Confirmation of Order" has not been received within a reasonable time.

   Purchasers are reminded that the issuance of a purchase order does not in itself guarantee the placement of an order.

   The purchase order should include FSA's Contract Number FSA16-VEL24.0 as well as the specification number, make and model of each item purchased. Please attach the dealer quote when available.

3. **Purchasers must send a copy of the original purchase order sent to the participating dealer in pdf format to: COOP@flsheriffs.org.**

4. Dealers have already included a three-quarter of one percent (.0075) administrative fee in their base pricing and all add options that are listed. Dealers' quotes to purchasers should not include the FSA administrative fee indicated as a separate line item on any purchase order.

   No other administrative fee(s) will be applicable to any transaction relative to the contract.

5. In order to ensure quality service for our user agencies, we are requesting that you notify the Florida Sheriffs Association, in writing, regarding any problems encountered in working with the awarded dealers. Any issues, including but not limited to, receipt of confirmation of order, delivery problems and communication problems, should be reported to us by e-mail at fleet@flsheriffs.org. This information will be considered in future bid awards in order to ensure that agencies are receiving the level of service required of dealers who wish to participate in this program.

6. Add/delete options might include a superscript listed by the Order Code. The purpose of the superscript is to identify which options correlate to a specific zone. Superscripts will be numbered between 1 and 4, and will correspond as follows:

   1 = Western zone dealer 2 = Northern zone dealer

   3 = Central zone dealer 4 = Southern zone dealer

   If a dealer has been awarded more than one zone, they will only have one superscript number assigned, and it will be the lowest numeric number that applies to their awarded zones. For example: If a dealer is awarded the northern and southern zones, their add/delete options for both zones will be represented by a "2" superscript.

Florida Sheriffs Association Vehicle Bid Calendar 2016

FSA16-VEL24.0 Police Rated, Administrative, Utility Vehicles, Trucks & Vans

FSA16-VEH14.0 Cab & Chassis Trucks & Other Fleet Equipment

Contract Period: October 1, 2016 – September 30, 2017

REVISED 08-10-2016

FSA VEHICLE BID ITEM	*Start Date	End Date
Vendor Solicitation Mail-out & Email	04/15/16	04/15/16
Request for New/Updated Vendor Specifications	04/15/16	04/25/16
Vendor Pre-Registration Online Opens	05/16/16	06/27/16
Vendors Spec Responses Due to FSA	04/15/16	04/29/16
FSA Fleet Advisory Committee	05/23/16	05/23/16
1st Intent to Bid Publication in the Florida Administrative Weekly	06/01/16	06/01/16
Draft Bid Package to all Pre-Registered Vendors	06/21/16	06/21/16
2nd Intent to Bid Publication in the Florida Administrative Weekly	06/15/16	06/15/16
Vendor Pre-Registration Online Closes	06/27/16	06/27/16
Mandatory Vendor Workshop - Bid FSA16-VEL24.0 9:00 am-4:00 pm EST - Marion County Sheriff's Training Center	06/27/16	06/27/16
Mandatory Vendor Workshop - Bid FSA16-VEH14.0 9:00 am-4:00 pm EST - Marion County Sheriff's Training Center	06/28/16	06/28/16
Revised Draft Bid Package to all Qualified Vendors	07/22/16	07/22/16
Mandatory Vendor Pre-Bid Meeting • Bid FSA16-VEL24.0 9:00 am - 11:00 am EST • Bid FSA16-VEH14.0 1:00 pm - 4:00 pm EST	08/01/16	08/01/16
Finalized Bid Document to all Qualified Vendors	08/10/16	08/10/16
Request for Clarifications Due to FSA	08/12/16	08/12/16
FSA's Response to Clarifications to Vendors	08/15/16	08/15/16
VEBA open for Bidding to all Qualified Vendors at 12:00 PM EST	08/16/16	09/07/16
ELECTRONIC BID CLOSES AT 12:00 pm EST		09/07/16
Bid Tabulations results Posted 5:00 pm EST		09/08/16
HARD COPY BIDS DUE 5:00 pm EST	09/09/16	09/09/16
FSA Fleet Advisory Committee Review	09/12/16	09/15/16
Intent to Award Published	09/22/16	09/22/16
BID AWARDED AND PUBLISHED	09/30/16	09/30/16
FSA FLEET CONFERENCE	11/2/2016	11/4/2016
*Color Code	Vendor	FSA

Workshop & Pre-Bid Location:	**FSA Fleet Conference Location:**
Marion County Sheriff's Office Jail Training Center 3300 NW 10th Street Ocala, FL 34475	Saddlebrook Resort 5700 Saddlebrook Way Wesley Chapel, Florida 33543-4499

EVT Training will be offered at the FSA Fleet Conference and requires separate registration in advance.

***Some dates are subject to change due to Contract Software development.**

Ocala Area Hotels: Hampton Inn 352-867-0300; Hilton Ocala 352-854-1400 (For special rates, ask for FL Sheriffs Association Contract)

Village of Palm Springs

Executive Brief

AGENDA DATE: December 8, 2016

DEPARTMENT: Police Department

ITEM #6: Authorize In-Car Camera Purchase - Village Standard - Police Department (FY 2017 Budget Funded)

SUMMARY: Within the FY 2017 budget, the Village Council approved $40,000 to be used for the purchase of additional in-car camera systems for police vehicles. Approval is requested to spend $40,000 to purchase eight (8) in-car camera systems.

Due to the fact that the Village currently utilizes a WatchGuard Digital In-Car Video system and that the existing cameras would be required to be replaced, it is recommended to make this purchase under the Village Standard provision within the Village's purchasing code (Sec. 58-10. Village Standard). Further, WatchGuard has provided a letter outlining the proprietary nature of this system that would only make the hardware/software available directly (only) from the company.

FISCAL IMPACT:
Funding to support this expenditure are available FY 2017 General Fund Budget - Police Department.

ATTACHMENTS:

1. Equipment and Installation Quote - WatchGuard
2. Proposed Purchase Order - WatchGuard
3. Sole Source Letter outlining proprietary nature of WatchGuard Digital in-Car Video system
4. Section 58-10 Village Standard - Purchasing Code

4RE/VISTA Price Quote

CUSTOMER: Palm Springs Police Department

ISSUED: 10/18/2016 3:22 PM

EXPIRATION: 11/17/2016 12:00 PM

TOTAL PROJECT ESTIMATED AT: $40,000.00

ATTENTION: Joseph Derogatis

SALES CONTACT: Jack Holley

PHONE: 561-968-8243

DIRECT:

E-MAIL:

E-MAIL: JHolley@WatchGuardVideo.com

4RE and VISTA Proposal

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL4-DEV-001	Evidence Library 4 Web 4RE In-Car Device License Key	8.00	$150.00	$0.00	$1,200.00

4RE In-Car System and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-STD-GPS-RV2	4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket.	8.00	$4,795.00	$263.75	$36,250.00
CAM-4RE-ZSL-UWD	Front Camera, 4RE, HD Zero Sightline (ZSL)	8.00	$0.00	$0.00	$0.00

Wireless Video Transfer and Networking Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-WRL-KIT-101	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4 GHz is available by request)	8.00	$200.00	$0.00	$1,600.00

4RE Hardware Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	8.00	$0.00	$0.00	$0.00

WatchGuard Video Technical Services

4RE/VISTA Price Quote

Part Number	Detail	Qty	Direct	Discount	Total Price
SVC-4RE-RMT-410	4RE Remote System Setup, Configuration, Testing and Admin Training	1.00	$750.00	$0.00	$750.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping and Handling Charges	1.00	$200.00	$0.00	$200.00
					$40,000.00

Total Estimated Tax, may vary from State to State $0.00

Configuration Discounts	**$2,110.00**
Additional Quote Discount	**$0.00**
Total Amount	**$40,000.00**

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____

415 Century Parkway • Allen, TX • 75013
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com

VILLAGE OF PALM SPRINGS
PURCHASE ORDER REQUISITION

DATE 12/8/16 **PO #**

VENDOR # 18983 **VENDOR NAME** Watch Guard Video

CONTRACT **YES**___ **NO**_X_ **RESOLUTION #:**

EXPIRATION DATE: **COUNCIL APPROVAL DATE:**

LINE # 01 QTY 1 UNIT each ACCT # 13229 - 56400

DESCRIPTION Watch Guard 4RE In-Car Camera System, GPS, 720p forward facing camera, infrared cabin car DVR, 200GB hard drive, 16GB thumb drive, microphone, 900mhz wifi microphone and cabling

UNIT PRICE $39,800.00 TOTAL PRICE $38,200.00

LINE # 02 QTY 1 UNIT each ACCT # 13229 - 56400

DESCRIPTION Shipping for all aforementioned equipment

UNIT PRICE TOTAL PRICE $ -

LINE # 03 QTY UNIT ACCT # -

DESCRIPTION

UNIT PRICE TOTAL PRICE $ -

LINE # 04 QTY UNIT ACCT # -

DESCRIPTION

UNIT PRICE $383.24 TOTAL PRICE $ -

LINE # 05 QTY UNIT ACCT # -

DESCRIPTION

UNIT PRICE TOTAL PRICE $ -

LINE # 06 QTY UNIT ACCT # -

DESCRIPTION

UNIT PRICE TOTAL PRICE

TOTAL PO $ 40,000.00

Updated 10/01/15

WATCHGUARD
DIGITAL IN-CAR VIDEO

January 8th,2016

Prospective WatchGuard Video Customer

Reference: WatchGuard Video Sole Source Letter

To whom it may concern:

WatchGuard Video is the exclusive and sole manufacturer of the DV-1 Digital In-Car Video System, the 4RE Digital In-Car Video System, the High Fidelity Wireless Microphone System, and the VISTA wearable camera system. With the exception of the following agreements, these products are represented and sold only by WatchGuard Video Regional Sales Managers selling factory direct in protected sales territories. The exceptions to this are agreements allowing resellers to distribute WatchGuard products on a General Services Administration Contract (GSA), and State Contracts in Pennsylvania, Louisiana, and New Jersey.

Additionally, several important and unique features are available only with these products;

DV-1 and 4RE Unique Features

- Record-After-The-Fact provides the ability to retrieve video not previously recorded as an event for up to 60 hours of ignition time for retrieval and downloading.
- Through the automatic media overflow function, a DVD (DV-1) or Removable USB Drive (4RE) can be full and the hard drive buffer stores all video until a new DVD or USB Drive is placed in the system. At that time all of the recorded events are captured without 1 second of loss.

DV-1

- The system records digital video onto rewritable DVD-Video discs that play in consumer DVD players, allowing for the actual evidence recorded in the car to be the exact evidence presented in court. The system records pre and post event as part of the same Title and not separated. The DVD burning process happens in real-time, and while in motion.
- Supervisors can recover up to 6 of the previous DVDs recorded in the event a DVD is damaged. The system creates a mirror image of the original.
- The DVD recorder is isolated from shock and vibration using a silicone-oil dampened suspension system.
- The complete system is offered in a 1-Piece overhead mounted version that mounts conveniently using an overhead mounting bracket.

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www.WatchGuardVideo.com

WATCH GUARD
DIGITAL IN · CAR VIDEO

4RE

- 4RE is the only high-definition digital in-car video system available today that features the Patented multiple resolution encoding. This allows the front camera to record in two different IACP compliant resolutions simultaneously, allowing the most critical events to be saved in 720P high-definition and the routine events to be saved in 480P (864x480) resolution.

High Fidelity Wireless Microphone

- The Hi-Fi microphone has near CD quality high fidelity sound, a line of sight range of one to two miles, and superior building penetration capabilities.
- Using patent pending intelligent standby and a lithium polymer battery gives the microphone its extraordinary battery life of up to 24 hours of talk time, and up to 30 days of standby time.

VISTA

- VISTA is constructed with industrial grade components and is manufactured in the U.S.A. It is capable of recording both High Definition and Standard Definition video, and battery life capable of record up to 9 continuous hours of HD video. VISTA has other unique features, including:
    - The only wearable camera to integrate with the WatchGuard Video Evidence Library and Evidence Library Express video and evidence management applications.
    - Record-After-The-Fact which gives the ability to retrieve video not previously recorded as an event

Respectfully submitted,

Jason Stuczynski
Vice President of Sales
WatchGuard Video

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Sec. 58-10. - Village standard.

Where the village has determined that a particular style, brand, make, or model is the only type that meets the village's requirements for performance, consistency, compatibility or other salient characteristics, and such determination has resulted in there being only one source available to the village, the village may acquire or contract for such goods without utilizing the competitive selection purchase requirements. Village standard acquisitions where the expenditure by the village (including expenditures during renewal periods, but not expenditures relating to change orders) is estimated to be greater than $25,000.00, shall be subject to approval by the village council.

(Ord. No. 2014-11, § 2, 7-10-2014)

Village of Palm Springs

Executive Brief

AGENDA DATE: December 8, 2016

DEPARTMENT: Police Department

ITEM #7: Resolution 2016-85 - Interlocal Agreement - Access Public Safety Trunked Radio System - Palm Beach County (FY 2017 Budget Funded)

SUMMARY: The Police Department has the need for a new radio system as the current system utilizes radio equipment that is between 15-17 years old. Further, the existing system is not under warranty, has a defunct battery back-up system and utilizes a tower that cannot provide total coverage for the boundaries of the Village; thus, creating "dead" zones of no radio coverage. As a result, the Police Department evaluated the available options and determined that accessing Palm Beach County's (PBC) public safety trunked radio system would provide the department with increased safety (for our community and officers) and would be the most cost efficient option.

Within the FY2017 Budget, funding ($373,075 - for radio system access, communications center furniture, portable handheld radios and a three position Motorola Dispatch Console System) was approved to be used for the purchase of the 911 communications center radio system replacement, which includes purchasing access within the County's existing system (P25 technology). As a result, staff is requesting the Council to consider entering into the proposed Interlocal Agreement with PBC and spend $86,613.78 to access to the County's radio system, which would support the following costs:

- Unit Access Charge $3,234.00 per radio
- Renewal Replacement Fund $ 211.42 per radio
- System Maintenance $ 226.00 per radio

Note: The Village currently maintains fifty-nine (59) radios that would result in a total cost of $216,613.78 under the proposed Interlocal Agreement. However, the County will accept the Village's existing radio frequency (for a purchase price of $130,000) which would not be needed, thus, reducing the Village's total cost to access the PBC public safety trunked radio system to $86,613.78.

If approved, the Village would accept the pricing to access the County's radio system including all terms, conditions and pricing therein. The term of the agreement is for five (5) years and may be renewed for two (2) additional terms of four (4) years each.

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

forth in this Purchasing Code. As a result, the proposed purchase/access onto the PBC radio system would be an exempt purchase under "#27 Goods and/or Services provided by governmental agencies" of this section of the Village's purchasing code.

If approved by the Village Council, Palm Beach County will consider the proposed Interlocal Agreement in February 2017.

The proposed Interlocal Agreement has been prepared by Palm Beach County and reviewed by the Police Chief and the Village Attorney.

FISCAL IMPACT:

Funding to support the proposed purchase/access to PBC's Public Safety Trunked Radio System are available within the FY 2017 General Fund Budget - Police Department.

ATTACHMENTS:

1. Proposed Resolution No. 2016-85
2. Interlocal Agreement - Access Public Safety Trunked Radio System - Palm Beach County
3. Radio Memo - Palm Springs Police Department

RESOLUTION NO. 2016-85

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR, AND/OR HER DESIGNEE, TO EXECUTE AN INTERLOCAL AGREEMENT FOR A NEW RADIO SYSTEM BY AND BETWEEN THE VILLAGE OF PALM SPRINGS AND PALM BEACH COUNTY; AND PROVIDING AN EFFECTIVE DATE.

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, Part I of Chapter 163, Florida Statutes, permits public agencies as defined herein to enter into Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the Village of Palm Springs and Palm Beach County have recognized the need to access Palm Beach County's (PBC) public safety trunked radio system, which would provide the department with increased safety (for our community and officers) and would be the most cost efficient option; and

WHEREAS, in recognizing these facts, the Village of Palm Springs and Palm Beach County desire to enter into such an agreement which provides for Palm Springs Police Department to access the Palm Beach County public safety trunked radio system.

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

Section 1. Based upon review of the Interlocal Agreement, attached hereto and incorporated herein as **Exhibit "A"**, the Village Council hereby authorizes the execution of such agreement.

Section 2. The Mayor and Village Clerk are hereby authorized to execute any and all documents necessary to enter into the attached agreement, and the Village Clerk is instructed to deliver an executed contract to Palm Beach County along with a certified copy of this Resolution.

Section 3. This Resolution shall be effective immediately upon its adoption.

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

	Aye	Nay	Absent
BEV SMITH, MAYOR	☐	☐	☐
JONI BRINKMAN, VICE MAYOR	☐	☐	☐
PATTI WALLER, MAYOR PRO TEM	☐	☐	☐
DOUG GUNTER, COUNCIL MEMBER	☐	☐	☐
LIZ SHIELDS, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of DECEMBER, 2016.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
SUSAN M. CALJEAN, VILLAGE CLERK

REVIEWED AS TO FORM AND LEGAL SUFFICIENCY

BY:_____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida ("County") and Village of Palm Springs, a municipal corporation of the State of Florida ("Participant").

WITNESSETH

WHEREAS, the County and the Participant are continually identifying more effective service delivery methods which result in overall savings to the taxpayers of the County and the Participant; and

WHEREAS, the County has purchased, designed, installed, and operates a Public Safety Trunked Radio System that supports the needs of the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, Palm Beach County Emergency Medical Services, and various Palm Beach County general government agencies; and

WHEREAS, the County and the Participant have determined that the ability to provide interoperable communications is critical to the effective and efficient provision of public safety and general government services; and

WHEREAS, it has been determined to be mutually beneficial to both Parties to execute this Agreement which sets forth the parameters under which the Participant can directly access the County's Radio System saving the taxpayers money of both the County and the Participant as well as the opportunity to receive the public safety benefit of interoperability; and

WHEREAS, connection to the County's System through a Municipal Hub is not technically feasible; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Agreements to jointly exercise any power, privilege or authority which such agencies share in common and which each might exercise separately.

NOW THEREFORE, in conjunction with the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

SECTION 1: PURPOSE AND DEFINITIONS

1.01 The purpose of this Agreement is to set forth the parameters under which the County will make access to its Public Safety Trunked Radio System ("System") available to the Participant. This Agreement identifies the conditions of use, the cost of access and on-going use, and the ability of the Participant to participate in the operational decisions relating to the Public Safety Radio System.

1.02 Definitions

1.021 Common Countywide Talk Groups: Talk groups established on the County's System that are made available to County agencies, municipalities and other non-County agencies.

1.022 Participant Equipment: Also known as "agency radios," are Participant owned 800 MHz handheld and mobile radios and control stations that have the ability to be programmed and used on the County's System.

1.023 Microwave System: A communications system utilizing frequencies in the microwave range to route audio and control signals between sites in a multi-site communications system.

1.024 Prime Site: The location of the County's Smartzone™ Controller.

1.025 SmartZone Controller: The SmartZone Controller is the central computer that manages and controls the operation of the System. The SmartZone Controller manages access to System features, functions, and talk-groups.

1.026 System: The Public Safety Trunked Radio System funded, purchased, installed, maintained and owned by the County. The System includes fixed transmitting and receiving equipment, a microwave system for communications between sites, System control and management equipment, dispatch consoles, a SmartZone controller located at the prime site and other related equipment.

1.027 System Administrator: An employee within the Electronic Services & Security Division of the Facilities Development & Operations Department with the title Radio System Administrator who is responsible for day to day administration and management of the System and the County's designated contact person pursuant to various sections of this Agreement.

SECTION 2: ADMINISTRATION OF THE COUNTY'S PUBLIC SAFETY RADIO SYSTEM AND USAGE PROCEDURES

2.01 The Palm Beach County Electronic Services & Security Division is charged with responsibility for administering the System. The Public Safety Radio System Administrator will be the Participant's day to day contact and can be reached at 561-233-0837. The Electronic Services & Security Division is staffed from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Emergency Operations Dispatch Center at 561-712-6428 and the appropriate contact will be made.

2.02 The Network Administration Plan as identified in Attachment I, is to identify the general procedures for the management of the System and procedures for input into operating and technical policy development. The plan established the Countywide Radio System Steering Committee (CRSSC), who is responsible for overseeing and implementing the policies and procedures for the System.

2.021 The CRSSC is supported by User Committees in each discipline utilizing the System. The Participant shall assign representatives to attend User Committee meetings for each of the law enforcement, fire-rescue, and public works disciplines for which the Participant has subscriber units programmed on the System. Participants at these meetings will discuss all System maintenance and administration issues. As agreed to by the User Committee members, issues discussed and approved at the meetings shall be forwarded to the Network Administrator and/or the CRSSC for final approval and implementation.

2.03 The Participant shall follow all policies and standard operating procedures in place at the time of this Agreement, a list of which are included in Attachment I, as well as those developed in the future and issued to the Participant by the System Administrator. The Participant agrees to comply with any enforcement actions required by these policies and procedures for misuse or abuse of the System.

SECTION 3: 800 MHz AND MICROWAVE SYSTEM MAINTENANCE AND REPAIR PROGRAM

3.01 The County Public Safety Trunked Radio System and Microwave System consists of ten (10) transmit and receive sites with co-located microwave equipment and three (3) microwave only sites that provide network connectivity as well as the ability to interconnect with co-located County owned dispatch equipment.

3.02 The County will perform routine and preventative maintenance on the System according to its established procedures. This maintenance includes trouble shooting and making all repairs on a 24/7/365 basis as well as performing preventive maintenance on the System including, but not limited to, radio and microwave equipment, control/management and alarm systems, towers and equipment shelters and backup power generators and air conditioners. Neither this maintenance nor the annual System maintenance charge includes dispatch consoles. The Participant will pay the County an annual charge of $226.00 per unit for maintenance of the System. The annual cost of maintenance will be reviewed every three (3) years starting January 3, 2018 and may be adjusted for the following fiscal year by notice to the Participant no later than April 1st, by the County's Facilities Development & Operations Department. In any case, the cost of maintenance to the Participant shall be equal to that charged to a County Department.

3.03 In the event of termination of this Agreement by County and with no fault of the Participant, the Participant shall be reimbursed the pro rata share of maintenance fees based on the date of termination. In the event of termination by the Participant, no maintenance fees will be reimbursed.

SECTION 4: PARTICIPANT RESPONSIBILITIES AND EQUIPMENT

4.01 The Participant's Equipment will be 800 MHz mobile, portable, and control station equipment programmed to be used on the System. The equipment used will be compatible with Motorola 800 MHz SmartZone communication systems. Equipment other than that manufactured by Motorola shall be approved by the System Administrator prior to purchase by the Participant. The Participant will be required to keep its equipment in proper operating condition and the Participant is solely responsible for maintenance of its radio equipment.

4.02 Within 15 days of execution of this Agreement, the Participant is to provide the County with a single Participant Representative who is the Participant's single point of contact for matters relating to this Agreement.

4.03 Within 15 days of the execution of this Agreement, the Participant is to provide the County with a list of persons/positions, which are authorized to request programming changes to existing units or new units. No programming will be undertaken by the Participant until requested and approved in writing by the System Administrator.

4.031 The Participant will only program the Common Talk Groups into its radio that are authorized by the County to the Participant for its use. The Participant shall **not** program talk groups of other agencies into its radios without a letter of authorization or a signed agreement from the County. The System Administrator shall be provided with all such authorization letters from cities.

4.032 The Participant will be required to program the Common Countywide Talk Groups which reside on the System for use by the Participant for interagency communications into its radios. The calling talk groups, in addition to one operational talk-group for the applicable discipline shall be required as a minimum. The Participant may include Common Talk Groups as necessary to meet their operational requirements. These talk groups shall be in addition to the mutual aid channels required by the Florida Region Plan.

4.033 The Participant may request the use of encryption, but the utilization of such capabilities is only for covert use and not for daily dispatch communications. The County will assign digital ID's in an amount equal to 10% of the Participant's analog ID allocation. The Participant will be responsible to provide the County the Digital ID assignments as required by Section 4.07. Should the Participant require access to the encrypted talk-groups by their dispatch center they will need to allow the "Key Loading" of the Participant's encryption code into the System by the County or its service provider.

4.034 If regionalized "Hub" systems are added to the System and if required to maintain capacity on the System, the Participant signing this Agreement may be requested to reassign their radios to one of the "Hub" systems. If the Participant is requested to be reassigned, the Participant shall agree to reassign their radios to the Hub providing that

the County maintains the equivalent radio coverage within the Participant's boundaries and County pays to reprogram the Participant's radios.

4.04 The Participant shall receive certain access codes to the System and shall be responsible to safeguard the code information from release to unauthorized parties. The Participant shall be responsible for notifying the System Administrator prior to, or within 2 hours of terminating employees or commercial service providers which had knowledge of the access codes so that the access codes can be modified and the System secured.

4.041 Service staff directly employed by the Participant shall be considered authorized to receive access and programming codes for the maintenance of the Participant's radio equipment.

4.042 Commercial service providers are not considered authorized to receive access or programming codes for the System. Agencies that plan to use commercial services for their subscriber maintenance must include confidentiality requirements in their contracts with the service providers. These requirements must be reviewed and approved (which approval will not be unreasonably withheld) by the System Administrator prior to the Participant executing its contract with a commercial service provider.

4.05 The Participant is solely responsible for the performance and the operation of the Participant Equipment and any damages or liability resulting from the use thereof. Should the County identify malfunctioning Participant Equipment; the County will request that the Participant discontinue use of the specific device until the repairs are completed. The County may, after proper written notification to the Participant and with the concurrence of the CRSCC, disable the equipment from the System if the device is causing interference to the System. In the case of lost or stolen equipment, the Participant will notify the System Administrator by e-mail or fax authorizing the System Administrator to disable the equipment. The Participant will provide the Radio ID number and the serial number of the radio. The System Administrator will advise back via e-mail when the radio has been disabled. A request by the Participant to re-activate a disabled unit will also be required by e-mail or fax to the System Administrator.

4.06 As of this time, the System does not support the use of roaming, private call, or telephone interconnect. In the future the County may activate some or all of these features should the loading of the System allow. The Participant will not program these features into the Participant's radios. If roaming, private call, and/or telephone interconnect are allowed on the System in the future, the Participant may, at its own expense, reprogram the Participant's radios. The County will provide an amendment to this Agreement defining the uses and required programming should these features become available on the System.

4.07 The Participant will be required to provide to the County an initial inventory of the radios that are proposed to be programmed onto the System. The Participant will provide the following information to the County:

1. Radio manufacturer and model numbers.
2. Radio serial numbers.
3. Requested aliases to be programmed.
4. List of programming changes requested.
5. Talk group required.
6. Common talk groups required.
7. Other agency talk groups required.

The System Administrator will then compile this information and transmit back to the Participant a matrix of the approved talk groups, aliases, and radio ID numbers prior to the Participant's radios being programmed into the System. The Participant is responsible for adhering to the talk group and radio ID allocations established by the County. The County's talk group and radio ID allocations are on file with the County and available upon request.

4.08 Nothing in this Agreement shall represent a commitment by the County or shall be construed as intent by the County to fund any portion of the Participant's Equipment.

SECTION 5: SYSTEM RENEWAL AND REPLACEMENT FUND

5.01 The County implemented an 800 MHz System Renewal and Replacement Fund ("Replacement Fund"). The purpose of this fund is to provide a structured "savings plan" by which the cost of the equipment renewal and replacement is prorated over the estimated life of the System and paid on an annual basis throughout that life. The Replacement Fund is used for replacement of dispatch consoles. The Replacement Fund may be used to expand the System as determined appropriate by the County, however the Replacement Fund will not be used to expand or add dispatch consoles.

5.02 The Participant shall pay the County $211.42 per unit per year for the Replacement Fund. The annual Replacement Fund contributions may be reviewed every three (3) years starting January 3, 2018 and may be adjusted for the following fiscal year by notice to the Participant by the County's Facilities & Operations Department issued by April 1st. In any case, the cost shall be equal to that charged to a County Department.

5.03 In the event of a termination of this Agreement by the Participant or the County, the Participant will not be reimbursed for any contributions to the Replacement Fund.

SECTION 6: ONE TIME SYSTEM ACCESS CHARGE

6.01 The Participant will pay a one-time access charge for each subscriber unit on the System in the amount of $3,234.00 per unit. Each subscriber unit added to the System will be charged the same amount at the time the unit is programmed for System access.

6.02 The Participant may elect to pay the one-time access charge described in in Section 6.01 in periodic installments of any amounts providing that the entire amount owed is paid prior to February 21, 2019.

6.03 The one-time connection charge may be reviewed every three (3) years starting January 3, 2018 and adjusted for the following fiscal year by notice to the Participant by the County's Facilities Development & Operations Department issued by April 1st. In any case, the cost shall be equal to that charged to a County Department.

6.04 In the event of any termination of the Agreement, the one-time access charges will not be reimbursed.

6.05 The Participant may permanently transfer ownership of the Participant's 800 MHz frequency (856/811.8625MHz), with a valued of $130,000.00, to the County to offset a portion of the amount owned by the Participant for the one-time access charges under this Agreement. The County will credit the $130,000.00 upon receipt of a license grant by the Federal Communications Commission. Upon termination or expiration of his Agreement, the County will retain the frequency.

SECTION 7: ANNUAL BUDGET INFORMATION TO BE PROVIDED

7.01 The County may review and update the fees and charges as identified in Sections 3, 5 and 6 once every three (3) years and transmit same to the Participant prior to April 1st for the following fiscal year beginning October 1st. These revised fees and charges will be applicable for the upcoming fiscal year and will automatically become a part of this Agreement on October 1st of the applicable year.

7.02 The Participant will be responsible for estimating the number of units which it will have on the System for the upcoming fiscal year and budgeting accordingly based on the fees and charges described in Section 7.01. In order to assist the Participant, the County will compile a list of the active radios that the Participant has on the System in the current year and will transmit information described in Section 7.01 for information purposes only. The Participant shall be responsible for budgeting for any additional radios that it proposes to add to the System in the current fiscal year.

SECTION 8: BILLING SCHEDULE

8.01 Each November 15th, the County will invoice the Participant for the number of radios that were on the System as of the prior September 30th using the per unit fees and charges described in Sections 3 and 5 of the Agreement. If the Effective Date of this Agreement is between November 15th and September 30th, the Participant will be charged pursuant to Section 8.02.

8.02 Any additional radios which the Participant requests to operate on the System will be charged fees for a full year pursuant to Sections 3 and 5, regardless of the time of the year that the additional unit is programmed into the System.

8.03 The County shall prepare and transmit a separate invoice for the one-time access charge pursuant to Section 6 of this Agreement within 10 days of the Participant's request for

subscriber units to be programmed on the System. The Participant shall pay the one-time access charge no later than February 21, 2019 for the subscriber units programmed on or around the Effective Date of this Agreement. Thereafter, the Participant shall pay the one time access charge for additional subscriber units programmed at any time prior to October 15th of each year..

8.04 Upon receipt of any invoice, the Participant will immediately review same and report any discrepancies to the County within 10 days of receipt. Payment will be due to the County within 30 days of receipt of the invoice (except for invoices issued pursuant to Section 8.03).

Payment for all invoices shall be sent to:

Facilities Development & Operations
Fiscal Manager
2633 Vista Parkway
West Palm Beach, FL 33411-5603
Attn: 800 MHz Interlocal Agreement # _____, Invoice # _____

SECTION 9: COUNTY RESPONSIBILITIES

9.01 The County shall be responsible for the maintenance and operation of the System as set forth in Section 3. The County shall notify the Participant Representative in advance of scheduled maintenance which impacts the users of the System and shall respond to emergencies in the time frames and according to the procedures identified. Routine maintenance that affects System coverage and/or capacity shall be attempted to be made during non-peak hours.

9.02 The County shall be responsible for all permitting, licensing, and fees associated with the operation of the System.

9.03 The County shall be responsible for the management of the Replacement Fund and, through same, responsible for the capital replacement or expansion of System equipment and infrastructure as set forth in Section 5.

9.04 The County shall maintain radio coverage within the Participant's municipal boundaries as described in the contract with Motorola throughout the term of this Agreement except for times of scheduled preventative maintenance, where it will be required to disable portions of the network for a pre-determined length of time or during times of System failures.

9.05 The County will provide notifications of System problems and time for System restoration to the Participant Representative within the time frames identified in Attachment I.

9.06 The County shall be responsible for talk group and fleet mapping management in accordance with the procedures and policies identified herein.

SECTION 10: INDEMNIFICATION AND LIABILITY

The County makes no representations about the design or capabilities of the County's System. The Participant has decided to enter into this Agreement and use the County's System based on its review of the System design, System coverage, manufacturing and installation details and review of any subsequent field measurements and testing data as may exist. The County agrees to use its best efforts to provide the Participant with the use of the System described in the Agreement, but makes no guarantee as to the continual, uninterrupted use of the System, or its fitness for the communication needs of the Participant.

Participant shall, subject to the limits of liability set forth in Section 768.28, Florida Statutes, indemnify, defend and save County harmless from and against any and all claims, actions, damages, liability and expense in connection with: (i) loss of life, personal injury and/or damage to or destruction of property arising from or out of any use or lack thereof, of the County's System; (ii) use by Participant, or (iii) any act or omission of Participant, its agents, contractors, employees or invitees. In case County shall be made a party to any litigation commenced against Participant or by Participant against any third party, then Participant shall protect, defend and hold harmless and pay all costs and attorneys fees incurred by County in connection with such litigation, and any appeals thereof.

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omission, and/or negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

Neither the County nor the Participant shall be liable to each other or for any third party claim, which may arise out of the services provided hereunder or of the radio System itself, its operation or use, or its failure to operate as anticipated, upon whatever cause of action any claim is based. The System is designed to assist qualified law enforcement, fire, and other emergency service professionals. It is not intended to be a substitute for the exercise of judgment or supervision of these professionals. Both parties acknowledge that the responsibility for providing law enforcement, fire, or other emergency services rests with the agency which is providing such service and not necessarily either party to this Agreement.

The terms and conditions of this Agreement incorporate all rights, responsibilities, and obligations of the parties to each other. The remedies provided herein are exclusive. The County and the Participant waive all remedies, including, but not limited to, consequential and incidental damages.

SECTION 11: OWNERSHIP OF ASSETS

All assets maintained under Section 4 of this Agreement will remain assets of the Participant at all times. Parts incorporated into assets owned by Participant will immediately become a part of the asset and will be the property of the Participant. All other assets involved in the System will remain the County's, despite the Participant's financial contribution to their maintenance, renewal and replacement.

SECTION 12: TERM OF AGREEMENT

The initial Term of this Agreement is for five (5) years and shall commence immediately upon approval and execution of this Agreement by the Palm Beach County Board of County Commissioners (the "Effective Date"). The Agreement may be renewed for two (2) additional Terms of four (4) years each. At least eight (8) months prior to the expiration of this Agreement's Term, the Participant shall provide the County with a request to renew this Agreement. Such renewal will require approval of both parties and the County may not unreasonably withhold its approval of the renewal.

SECTION 13: AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended from time to time by written amendment executed by both the Board of County Commissioners and the Participant Council.

SECTION 14: TERMINATION

This Agreement may be terminated by either party, with or without cause. Any termination shall be effective only on October 1st of any year and shall be with a minimum of six (6) months notice. In the event of termination, repayment of financial contributions, made by the Participant to the County System will be made according to the applicable sections of this Agreement.

SECTION 15: ANNUAL BUDGET APPROPRIATIONS

The County's and the Participant's performance and obligations to pay pursuant to this Agreement are contingent upon annual appropriation for its purpose by the Board of County Commissioners and the Participant's Council.

SECTION 16: NOTICES

Any notice given pursuant to the terms of this Agreement shall be in writing and be delivered by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

County Administrator
Palm Beach County
301 North Olive Avenue
West Palm Beach, FL 33401

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411-5603

With copies to:

Radio System Administrator
2633 Vista Parkway
West Palm Beach, FL 33411

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

As to the Participant:

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

With copies to:

Police Chief
Village of Palm Springs
230 Cypress Lane
Palm Springs, FL 33461

Brian Shutt, Esquire
Law Offices of Glen J. Torcivia, P.A.
Northpoint Parkway, Suite 209
West Palm Beach, FL 33407

SECTION 17: APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida.

SECTION 18: FILING

A copy of this Agreement shall be filed with the Clerk & Comptroller, Palm Beach County.

SECTION 19: ENTIRE AGREEMENT

This Agreement and any Attachments attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between the County and the Participant concerning the System. All representations, either oral or written, shall be deemed to be merged into this Agreement. Except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon the County or Participant unless reduced to writing and signed by them.

SECTION 20: DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of the County's or the Participant's officers.

SECTION 21: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power 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.

SECTION 22: NO THIRD PARTY BENEFICIARY

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Participant.

SECTION 23: NON-DISCRIMINATION

Pursuant to Resolution R-2014-1421, as 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 to 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.

The Participant has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the Participant does not have a written non-discrimination policy, or one that conforms to the County's policy, it has affirmed through a signed statement provided to County that Participant will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

PALM BEACH COUNTY, a political subdivision of the State of Florida

By: _____
, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS:

By: _____
Audrey Wolf, Director
Facilities Development & Operations

WITNESS:

By: _____
Witness Signature

_____
Print Signature Name

By: _____
Witness Signature

_____
Print Signature Name

VILLAGE OF PALM SPRINGS, a municipal corporation.

By: _____
Bev Smith, Mayor

Attachment I

PALM BEACH COUNTY
PUBLIC SAFETY RADIO SYSTEM
POLICIES AND PROCEDURES

June 2002

Policy / Procedure Title	Last Revision Date
1. Countywide Use of 800 MHz System (O.P. # I-01)	Oct. 1, 2001
2. Countywide Use of 800 MHz System Talk Groups (O.P. # I-04)	Oct. 1, 2001
3. Monitoring and Evaluation of Public Safety Radio System Talk Groups (O.P. # I-05)	Oct. 1, 2001
4. Emergency Medical Communications (O.P. # I-06)	Oct. 1, 2001
5. Reporting of Problems and Modifications of the Public Safety Radio System (O.P. # I-07)	Oct. 1, 2001
6. Countywide Use of Public Safety Radio System During Times of Catastrophic Failure which result in non-trunking "conventional" operation (O.P. # I-10)	Oct. 1, 2001
7. Network Maintenance and Administration Plan	June 6, 2002

PALM SPRINGS POLICE DEPARTMENT

230 Cypress Lane · Palm Springs, FL 33461 · Phone: 561-968-8243 · www.vpsfl.org

March 31, 2016

To: Richard J. Reade
City Manager

Through: Thomas Ceccarelli
Chief of Police

From: Edgar T. Morley
Support Services Manager

The police department's current radio system uses radio equipment that is between 15-17 years old. The system is not under warranty, has a defunct battery back-up system and utilizes a tower that cannot provide total coverage for the boundaries of the village creating "dead" zones of no radio coverage. Several options were considered to eliminate the issues with coverage in these zones and to future plan for additional annexed areas. Unfortunately, the frequencies used on the current system are also used by other governmental agencies within Palm Beach/Broward and any boosting of our signals would interfere with their transmissions and therefore violate FCC regulations. In addition to the aforementioned dead zones, the current system does not provide for radio identifiers, the use of the emergency alarm feature on the radio and telecommuicator override of mobile units. Each one of these current system failures creates officer safety issues on a daily basis. On the current system, when an officer keys their microphone the telecommuincator must depend on voice recognition and the officer announcing their identifier. Newer systems immediately identify the ID of the radio when it is keyed up without any input by the operator. Also, each radio is currently equipped with a "10-24" or officer needs assistance button. On our current system, these buttons do not function and officers in need of immediate assistance must key their microphone and verbalize their emergency. Additionally, telecommuincators cannot override transmissions from mobile units with vital information/bulletins during high calls involving emergency situations. Of note is that currently our radio transmissions only travel a short distance outside of our boundaries. So when our officers travel to Delray Trauma Center, St. Mary's Hospital or most areas mere miles away from our current tower they are without radio communications. Often times they can hear radio traffic but are unable to respond or update their locations.

Maintenance of the current system falls solely on the village; we do not have a warranty or maintenance contract with any vendor. The system, (tower, tower transmission lines, repeaters,

consoles etc.) is repaired on an as needed basis. Based upon this practice and because there is no warranty, the village risks incurring thousands to tens of thousands of dollars in repair costs on any given day.

Migrating to a new system will relieve the village of the burden of maintaining an unpredictable radio system, provide multiple officer safety improvements, and provide radio coverage for any and all future annexation areas.

As to the costs of migrating to a new system, three alternatives are available to the village. The first being the purchase of a new stand alone system similar to the current system, but providing for modernized communication. Based upon initial estimates, a stand-alone system would cost approximately 1-1.5 million dollars and incur a yearly maintenance fee thereafter. The second and third alternatives involve becoming a subscriber to either the Palm Beach County radio system using Motorola equipment or a county cooperative system managed by the Municipal Public Safety Communications Consortium (MPSCC) using Harris equipment. Most of these would require the village to purchase new or reprogram current handheld radios, a new radio system (consoles, antennas, computers, etc) as well as paying yearly subscription costs for utilizing their respective systems.

A simplified description of the difference between the two subscriber systems is that the Motorola system is a "simulcast" system that utilizes eleven radio towers throughout the county to transmit a signal. All eleven towers transmit the same signal providing for countywide coverage for any user on the system. The MPSCC uses a Harris cellular roaming platform similar to a cell phone; each radio looks to the nearest cell site for access to the system. Both systems currently use proprietary equipment, although that will change when Palm Beach County migrates to a P-25 system enabling subscribers to utilize any P-25 compliant equipment available on the market. Project 25 (P-25 or APCO-25) is a suite of standards for digital radio communications for use by federal, state/province and local Public safety organizations in North America to enable them to communicate with other agencies and mutual aid response teams in emergencies.

The Motorola system would require the purchase of a radio system, consoles, handheld radios, computers and associated equipment and buy in/yearly subscriber fees to Palm Beach County (see pricing below). There are two options for the mobile radios on the Motorola system, we can either purchase 38 new 6000 series radios or reprogram 38 of our existing 5000 series radios and replace them on a yearly basis over future budget years.

The Harris system would require the purchase of a radio system, consoles, handheld radios, new monopole antenna, computers and a Harris cell site (see pricing below). Because the Harris system is proprietary, we would have to purchase 54 new handheld radios because none of our current Motorola radios would be compatible. Additionally, the MPSCC representative strongly recommended in-car radios to ensure that their system would function optimally.

We have confirmed that all of the furniture we would purchase for the update to the center is reimbursable through 911 funds. The village would have to purchase the furniture and apply for reimbursement from Palm Beach County.

The village usually has 12.50 Fund dollars of between 35-40 thousand dollars a year available for the reimbursement of communications equipment. These dollars are approved for use as reimbursement of the yearly subscriber fees to either system.

The cost for utilizing the last two alternatives is as follows:

Motorola:

Motorola Radio costs w/o portables (Not to exceed cost)		**$153,650**
Option 1 Motorola portables (13 in use, 3 proposed purchase total radios 54, 42 sworn 9 civilian/ reserve, 3 spare)	$4,390 X 38 =	**$166,820**
Option 2 Cost to reprogram 35 existing Motorola 5000 series radios In lieu of purchasing new radios	$500 X 38 =	**$19,000**
Total Option 1		**$320,470**
Total Option 2		**$172,650**
Difference		**$147,820**
Furniture (100% reimbursed via 911 dollars)		55-60k

County Access Fee Year 1

Unit Access charge	3,234 X 54 =	$174,640
Renewal Repl. Fund	211.42 X 54 =	$11,420
System Maintenance	266 X 54 =	$14,365
Total		**$200,425**

Total Year One System Cost Palm Springs with Option 1	**$520,895**
Total Year One System Cost Palm Springs With Option 2	**$373,075**
Difference	**$147,820**

Thereafter per year County Access Fees:

Renewal Repl. Fund	211.42 X 54 =	$11,420
System Maintenance	266 X 57 =	$14,365
Yearly Total		**$25,785**

MPSCC Costs:

54 Radios	3,494 X54 =	$188,700
50 In-car Radios, (Strongly recommended by vendor to ensure communications in car)	244 X 50 =	$212,212
Harris Radio System		$60,500
New Mast Antenna		$158,200
Subtotal		$619,612
Yearly MPSCC Access fee		$18,109
Total		**$637,725**

***Does not include power to the new pole, removing old pole (if necessary), moving existing VHF to new pole. They strongly recommend in-car radios (212k)

Presently, Lake Clarke Shores contracts with the Village for their dispatch services. The contract was recently renewed and is valid until September 30, 2018. The contract contains an automatic renewal for an additional five years unless there is an objection by either party. The approximate costs for Lake Clarke Shores to participate in either the County or MPSCC system are as follows:

Lake Clarke Shores:

County Access Fee Year 1

Unit Access charge	3,234 X 29 =	$93,790
Renewal Repl. Fund	211.42 X 29 =	$6,130
System Maintenance	266 X 29 =	$7,714
Total		**$107,635**

Thereafter per year:

Renewal Repl. Fund	211.42 X 29 =	$6,130
System Maintenance	266 X 29 =	$7,714
Yearly Total		**13,845**

LCS MPSCC:

16 Portable Radios	$55,910
11 In-car	$46,686
2 Base Stations	$8,190
Yearly MPSCC Access Fee	$9,055
Total	**$119,840**

Village of Palm Springs

Executive Brief

AGENDA DATE: December 8, 2016

DEPARTMENT: Police Department

ITEM #8: Authorize 911 Communications Center Furniture Purchase – Piggyback – Police Department (FY 2017 Budget Funded and Reimbursable)

SUMMARY: The Police Department has a need to purchase furniture for the 911 communication center. To ensure the lowest possible price, staff is recommending that the Village Piggyback off the current State of Florida contract that was awarded to various vendors (including Watson Furniture Group). This selection by the State of Florida was completed through a competitive selection process – Office Furniture and Files (Contract #425-001-12-1) - Renewed March 2, 2016.

Within the FY 2017 budget, the Village Council approved $373,075 for the purchase/replacement of the Village's 911 communications center radio system, which includes funding to replace/reconfigure the Police Department's 911 communication center's furniture to accommodate the proposed new radio system. As a result, $58,237.03 of the approved total replacement budget is planned to be utilized to purchase furniture for our 911 communication center, which includes:

- Three (3) Dispatch consoles $57,110.82
- One (1) storage bookcase $ 1,126.11

Note: The proposed furniture price through the State of Florida's competitively priced bids will result in a savings of $45,674.98 to the Village. Further, this proposed expenditure is eligible for reimbursement as a Public Safety Answering Point expense through the State's 911 Fund program and is $58,237.03 is expected to be reimbursed.

If approved, the Village would accept Watson Furniture Group's pricing by piggybacking the State of Florida's contract including all terms, conditions and pricing therein. The term of the contract is set to expire on March 1, 2020.

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 government entity.

The Village has not worked with the proposed vendor; however, staff has received a positive reference from Palm Beach County Fire Rescue.

FISCAL IMPACT:

Funding to support the proposed purchase are available within the FY 2017 General Fund Budget - Police Department. Further, $58,237.03 funding is expected to be reimbursed through the State of Florida 911 Funds program.

ATTACHMENTS:

1. Proposed Agreement - Watson Furniture Group
2. Renewal of State of Florida Contract and Certification - Florida Department of Management Services
3. Proposed Purchase Order 911 Communication Center Furniture - Watson Furniture Group
4. Invitation to Bid
5. Verification of Reimbursable - Daniel Koenig Palm Beach County 911 Program Services
6. Approval to Piggyback Letter

AGREEMENT FOR THE PURCHASE OF FURNITURE FOR THE POLICE DEPARTMENT'S COMMUNICATION SECTION

This Agreement for the purchase of furniture ("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 **Watson Furniture Group, Inc.**, 26246 Twelve Trees Lane NW, Poulsbo, WA a corporation authorized to do business in the State of Florida, hereinafter referred to as the VENDOR.

RECITALS

WHEREAS, the VILLAGE is in need of a VENDOR to provide the VILLAGE with furniture for its communications section; and,

WHEREAS, the Florida Department of Management Services awarded a contract for the purchase of furniture (Contract # 425-001-12-1) ("DMS Contract" hereafter) to the VENDOR for substantially the same products as sought by the VILLAGE; and,

WHEREAS, the VILLAGE requested and the VENDOR has executed this Agreement with the VILLAGE for the purchase of furniture based on the terms and conditions of the DMS Contract and the pricing contained herein.

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. DMS Contract. The DMS Contract with the VENDOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein and is attached hereto as Exhibit "A". The VILLAGE shall have all rights, obligations and remedies authorized to all entities using this bid and all associated and applicable Contract/Bid Documents as defined therein. VENDOR shall be afforded all rights and remedies against the VILLAGE as given to VENDOR under the DMS Contract.

3. VENDOR's Proposal. In accordance with the terms and conditions in the DMS Contract and pricing therein and as set forth on VENDOR'S proposal, the VENDOR shall provide the furniture as requested by the VILLAGE. The goods and services to be provided by the VENDOR shall be commenced subsequent to the execution and approval of this Agreement by the VILLAGE in accordance with the DMS Contract.

4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are compromised of the following:

A. All written modifications and amendments hereto;
B. This Agreement (including all exhibits);

C. VENDOR'S proposal;
C. DMS Contract including the bid, contract all amendments and exhibits thereto.

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

A. All written modifications and amendments hereto;
B. This Agreement;
C. VENDOR'S Proposal;
C. The DMS Contract.

5. Compensation to VENDOR. Payments by the VILLAGE to the VENDOR under this Agreement shall be as stated in VENDOR'S proposal, attached hereto as Exhibit "B". VENDOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

6. Miscellaneous Provisions.

6.1 The VILLAGE and VENDOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

6.2 VENDOR shall maintain the insurance as required in DMS Contract applicable to the goods and services being delivered hereunder. Said insurance will name the VILLAGE as an additional insured.

6.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.

6.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

6.5 Entire Contract; Amendment and Waiver: This Contract (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and

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

6.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6.7 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

6.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.

6.9 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

6.10 Effective date and term: The effective date of this Agreement is the date the Agreement is approved by the Village Council. The Agreement will terminate on the same termination date as listed in the DMS Contract, which is March 1, 2020. In the event the DMS Contract is extended, this Agreement may be extended for the same term upon the approval of VENDOR and the Village Manager.

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

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

(b) Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or

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

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

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

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

6.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

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

6.14 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.

6.15 The VILLAGE is exempt from payment of Florida State Sales and Use Tax. The VENDOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the VENDOR authorized to use the VILLAGE'S Tax Exemption Number in securing such materials.

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

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

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

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST

_____
Susan Caljean, Village Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, Village Attorney

VENDOR: **WATSON FURNITURE GROUP, INC.**

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by_____, as _____ of Watson Furniture Group, Inc., a company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

_____
Print Name: _____
My commission expires:_____

AMENDMENT NO.: 1
RENEWAL NO.: 1
Office Furniture and Files
State Term Contract No.: 425-001-12-1

This Amendment No. 1 ("Amendment"), effective as of March 3, 2016, to the Office Furniture and Files, State Term Contract No. 425-001-12-1("Contract"), between the State of Florida, Department of Management Services ("Department") and Watson Furniture Group ("Contractor") are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract, unless otherwise defined herein.

WHEREAS the Department awarded the above referenced Contract to Watson Furniture Group for the provisions of Office Furniture and Files; and

WHEREAS the Parties agree to amend the contract as provided in section 4.26 of State Term Contract No. 425-001-12-1; and

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following;

I. Contract Amendment. Pursuant to sections 4.26 of the State Term Contract, the State Term Contract No. 425-001-12-1 is renewed for a period of four years at the same terms and conditions, with a new contract expiration date of March 2, 2020.

II. Employment Verification. Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.

III. Preferred Price Affidavit Requirement. The Department will provide the Preferred Pricing Affidavit, incorporated by reference as the attached Exhibit D, for completion by an authorized representative of the Contractor attesting that the Contractor is in compliance with the preferred pricing provision in Section 4(b) of the PUR 1000 form. The contractor agrees to submit to the Department, at least annually, the completed Preferred Pricing Affidavit.

IV. Scrutinized Company List. In executing this contract, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), F.S., Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract.

V. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

VI. Cooperation with the Inspector General. Pursuant to section 20.055(5), Florida Statutes, contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

VII. Warrant of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

VIII. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

IX. Preference to Florida Vendors. If the lowest response is submitted by a Respondent whose principal place of business is located outside the State of Florida, preference shall be applied consistent with Section 287.084, F.S.

X. Diversity Reporting. The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority, women, and veteran business enterprises in the economic life of the State. The Department of Management Services encourages supplier diversity through certification of business enterprises, advocacy and outreach and Business Match Maker events. For additional information, please contact the Office of Supplier Diversity at (850) 487-0915 or osdhelp@dms.myflorida.com. Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification Number of each minority Vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority Vendor on behalf of each purchasing agency ordering under the terms of this Contract.

XI. Subcontractors. The Contractor shall not subcontract any work under the Contract without the prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all subcontracted work. The Department supports diversity in its Procurement Program and requests that all subcontracting opportunities afforded by this contract enthusiastically embrace diversity. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. Contractor can contact the Office of Supplier Diversity at (850) 487-0915 for information on minority vendors who may be considered for subcontracting opportunities.

State of Florida, Department of Management Services:	**Contractor: Watson Furniture Group**
By:	**By:** Tom Rennie
Name: Erin Rock	**Name:** Tom Rennie
Title: Deputy Secretary	**Title:** National Government Sales Director
Date: 2-1-16	**Date:** 1/13/2016

FLORIDA DEPARTMENT of management SERVICES
We serve those who serve Florida

4050 Esplanade Way
Tallahassee, FL 32399-0950
Tel: 850-488-2786 | Fax: 850-922-6149

Rick Scott, Governor

Chad Poppell, Secretary

March 2, 2016

AMENDMENT NO.: (425-001-12-1) – 1

TO: Department Addressed / User Agency

FROM: Chief Procurement Officer and Director of State Purchasing

SUBJECT: Contract No. 425-001-12-1

TITLE: Office Furniture and Files

The above mentioned Contract is renewed effective March 2, 2016 through March 1, 2020 with the following contractors:

1. Affordable Interior Systems (AIS), Hudson, MA (A)
2. Allseating Corporation, Mississauga, Ontario, CANADA (A)
3. Allsteel, Inc., Muscatine, IA (A)
4. Artopex, Inc., Granby, Quebec, CANADA (A)
5. Berco Industries, Inc. Saint Louis, MO (R)
6. CF Group (Commercial Furniture Group) St. Louis, MO (A)
7. DAR/RAN Furniture, High Point, NC (A)
8. Dauphin North America, Boonton, NJ (A)
9. David Edward Company, Ltd. Inc., Baltimore, MD (A)
10. Encore Seating, Inc., Cerritos, CA (A)
11. ErgoGenesis, LLC, Navasota, TX (A)
12. ESI Ergonomic Solutions, LLC, Mesa, AZ (R)
13. Evans Consoles, Inc., Calgary, AB, Canada (A)
14. Exemplis Corporation/SitOnIt Seating, Cypress, CA (A)
15. Great Openings, Ludington, MI (A)
16. Groupe Lacasse, LLC, St. Pie, Quebec, CANADA (A)
17. Gunlocke Company, LLC, the, Wayland, NY (A)
18. Harter, Middlebury, IN (A)
19. Haworth, Inc., Holland, MI (A)
20. Herman Miller, Inc., Zeeland, MI (A)
21. High Point Furniture Industries, Inc., High Point, NC (A)
22. Highmark, Huntington Beach, CA (A)
23. HON Company, the, Muscatine, IA (A)
24. Humanscale Corporation, Piscataway, NJ (A)
25. Indiana Furniture DBA Indiana Desk, Jasper, IN (A)
26. Integra, Inc., Walworth, WI (A)

27. Jasper Seating, Jasper, IN (A)
28. K&A Manufacturing, Inc., Schofield, WI (A)
29. Kimball International Marketing DBA Kimball Office, Jasper, IN (A)
30. Knoll, Inc., East Greenville, PA (A)
31. Krueger International (KI), Greenbay, WI (A)
32. Krug, Inc., Kitchener, Ontario, Canada (A)
33. La-Z-Boy, Ferdinand, IN (A)
34. Magnuson Group Inc., Woodridge, IL (A)
35. Martin Brattrud, Inc., Gardena, CA (A)
36. Maxon Furniture, Kent, WA (A)
37. Mayline Company, Sheboygan, WI (A)
38. National Office Furniture, Jasper, IN
39. Neutral Posture, Inc., Bryan, TX (A)
40. Nucraft Furniture, Comstock Park, MI (A)
41. Office Master, Inc., Ontario, CA (A)
42. OFS Brands, Inc., Huntingburg, IN (A)
43. Paoli, Inc., Orleans, IN (A)
44. Richards-Wilcox, Inc., Aurora, IL (A)
45. Source International, Shrewsbury, MA (A)
46. Spec Furniture, Inc. Toronto, Ontario, CANADA (A)
47. Steelcase, Inc., Grand Rapids, MI (A)
48. Symmetry Office, Tampa, FL (A)
49. Teknion, LLC, Mount Laurel, NJ (A)
50. Trendway Corporation, Holland, MI (A)
51. Trinity Furniture, Trinity, NC (A)
52. Versteel, Jasper, IN (A)
53. Watson Furniture Group, Inc., Poulsbo, WA (A)
54. Workrite Ergonomics, Petaluma, CA (A)
55. Wright Line, LLC, Worcester, MA (A)

Any questions or problems in delivery or service that may arise regarding this contract should be directed to the Contract Administrator.

Rick Scott
Governor

DEPARTMENT OF MANAGEMENT
SERVICES

John P. Miles
Secretary

4050 Esplanade Way | Tallahassee, Florida 32399-0950 | Tel: 850.488.2786 | Fax: 850.922.6149

March 2, 2012

MEMORANDUM NO.: (425-001-12-1) - 1

TO: User Agency

FROM: Director, State Purchasing

SUBJECT: Contract No. 425-001-12-1
Title: Office Furniture and Files

Effective March 2, 2012, the Contract Manager has been changed to Shameka Smith. Please direct questions to Shameka Smith at (850) 488-414-6740 or Shameka.Smith@dms.MyFlorida.com.

Any questions or problems in delivery or service that may arise regarding this contract should be directed to the Contract Manager.

Rick Scott
Governor

DEPARTMENT OF MANAGEMENT
SERVICES

John P. Miles
Secretary

4050 Esplanade Way | Tallahassee, Florida 32399-0950 | Tel: 850.488.2786 | Fax: 850.922.6149

CERTIFICATION OF CONTRACT

TITLE: Office Furniture and Files

CONTRACT NO.: 425-001-12-1

ITB NO.: 17-425-001-F
EFFECTIVE: March 2, 2012 through March 1, 2016
SUPERSEDES: 425-001-06-1

CONTRACTOR(S): See Attached List

B. AUTHORITY – Upon affirmative action taken by the State of Florida Department of Management Services, a contract has been executed between the State of Florida and the designated contractors.

C. EFFECT – This contract was entered into to provide economies in the purchase of Office Furniture and Files by all State of Florida agencies and institutions. Therefore, in compliance with Section 287.042, Florida Statutes, all purchases of these commodities shall be made under the terms, prices, and conditions of this contract and with the suppliers specified.

D. ORDERING INSTRUCTIONS – All purchase orders shall be issued in accordance with the attached ordering instructions. Purchaser shall order at the prices indicated, exclusive of all Federal, State and local taxes.

All contract purchase orders shall show the State Purchasing contract number, product number, quantity, description of item, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)

E. CONTRACTOR PERFORMANCE – Agencies shall report any vendor failure to perform according to the requirements of this contract on Complaint to Vendor, form PUR7017. Should the vendor fail to correct the problem within a prescribed period of time, then form PUR7029, Request for Assistance, is to be filed with this office.

F. SPECIAL AND GENERAL CONDITIONS - Special and general conditions are enclosed for your information. Any restrictions accepted from the supplier are noted on the ordering instructions
ATTACHMENT

Contractors Awarded:

Affordable Interior Systems (AIS), Hudson, MA (A)
Allseating Corporation, Mississauga, Ontario, CANADA (A)
Allsteel, Inc., Muscatine, IA (A)
Artopex, Inc., Granby, Quebec, CANADA (A)
Berco Industries, Inc. Saint Louis, MO (R)
CF Group (Commercial Furniture Group) St. Louis, MO (A)
Chromcraft Corporation, Senatobia, MS (A)
Compatico, Inc., Grand Rapids, MI (A)
DAR/RAN Furniture, High Point, NC (A)
Dauphin North America, Boonton, NJ (A)
David Edward Company, Ltd. Inc., Baltimore, MD (A)
Encore Seating, Inc., Cerritos, CA (A)
Endura LLC, Waukesha, WI (A)
ErgoGenesis, LLC, Navasota, TX (A)
ESI Ergonomic Solutions, LLC, Mesa, AZ (R)
Evans Consoles, Inc., Calgary, AB, Canada (A)
Exemplis Corporation/SitOnIt Seating, Cypress, CA (A)
Fulmarque DBA EKO, Cleveland, TN (A)
Great Openings, Ludington, MI (A)
Groupe Lacasse, LLC, St. Pie, Quebec, CANADA (A)
Gunlocke Company, LLC, the, Wayland, NY (A)
Harter, Middlebury, IN (A)
Haworth, Inc., Holland, MI (A)
Herman Miller, Inc., Zeeland, MI (A)
High Point Furniture Industries, Inc., High Point, NC (A)
Highmark, Huntington Beach, CA (A)
HON Company, the, Muscatine, IA (A)
Hoover Panel Company, Rockwall, TX (A)
Humanscale Corporation, Piscataway, NJ (A)
Indiana Furniture DBA Indiana Desk, Jasper, IN (A)
Integra, Inc., Walworth, WI (A)
Inwood Office Invironments, Jasper, IN (A)
Jasper Seating, Jasper, IN (A)
Jofco, Inc., Jasper, IN (A)
K&A Manufacturing, Inc., Schofield, WI (A)
Kimball International Marketing DBA Kimball Office, Jasper, IN (A)
Knoll, Inc., East Greenville, PA (A)
Krueger International (KI), Greenbay, WI (A)
Krug, Inc., Kitchener, Ontario, Canada (A)
La-Z-Boy, Ferdinand, IN (A)
Logiflex (Mobilier de Bureau), Sherbrooke, Quebec, Canada (A)
Magnuson Group Inc., Woodridge, IL (A)
Martin Brattrud, Inc., Gardena, CA (A)
Maxon Furniture, Kent, WA (A)
Mayline Company, Sheboygan, WI (A)
National Office Furniture, Jasper, IN
Neutral Posture, Inc., Bryan, TX (A)
Nevers Industries, Inc., Minneapolis, MN (A)
Nucraft Furniture, Comstock Park, MI (A)

Office Master, Inc., Ontario, CA (A)
OFS Brands, Inc., Huntingburg, IN (A)
Paoli, Inc., Orleans, IN (A)
Richards-Wilcox, Inc., Aurora, IL (A)
Safco Patrician Furniture Co., High Point, NC (C)
Source International, Shrewsbury, MA (A)
Spec Furniture, Inc. Toronto, Ontario, CANADA (A)
Steelcase, Inc., Grand Rapids, MI (A)
Symmetry Office, Tampa, FL (A)
Teknion, LLC, Mount Laurel, NJ (A)
Trendway Corporation, Holland, MI (A)
Trinity Furniture, Trinity, NC (A)
Versteel, Jasper, IN (A)
Watson Furniture Group, Inc., Poulsbo, WA (A)
Workrite Ergonomics, Petaluma, CA (A)
Wright Line, LLC, Worcester, MA (A)
Zoom Seating, Middlebury, IN (A)

CONTRACT BETWEEN

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES

AND

[Contractor Name]

This Contract is by and between the State of Florida, Department of Management Services (Department), Division of State Purchasing (Division), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and (Contractor).

Whereas, the Contractor replied to the Division's Invitation to Bid (ITB) No.:17-425-001-F- Office Furniture and Files;

Accordingly, and in consideration of the mutual promises contained in the Contract documents, the Department and the Contractor do hereby enter into this Contract.

1.0 NAME OF PROJECT

Office Furniture and Files

2.0 SUMMARY OF THE CONTRACTUAL SERVICES / SCOPE OF WORK

This state term contract includes for the purchase of office and conference/public area furniture, including lateral and vertical steel files, dispatch/911 furniture, conference or training tables, mail processing furniture, conference or training chairs, map files, storage and presentation accessories, reception desks, single and multiple seating units, sofas and loveseats (public areas), and occasional tables. Fireproof files, art work and decorative lamps and accessories are not part of this contract.

3.0 DELIVERABLES

All products offered under this Contract shall be new and unused and in current production - remanufactured or refurbished products are not part of this offering. No series shall be considered for award under this Contract if already awarded or in conflict with another State Term Contract**. Eligible products include, but are not limited to:**

Office Furniture	**Lateral, Vertical and Fireproof Steel Files**
Dispatch/911 Furniture	**Conference or Training Tables**
Mail Processing Furniture	**Conference or Training Chairs**
Map Files	**Storage and Presentation Accessories**
Reception Desks	**Single & Multiple Seating Units**
Sofas & Loveseats (Public Areas)	**Occasional Tables**

4.0 SUMMARY OF PENALTY FOR FAILURE OF CONTRACTOR TO MEET DELIVERALBES

Delay in delivery beyond the time specified must be justified to the ordering agency, in writing, and if required, the Contractor shall provide temporary furniture on a rent-free basis. Furthermore, items not delivered within the required delivery schedule may result in the Contractor being found in default by the Department in accordance with contract conditions.

5.0 EFFECTIVE DATE

This Contract shall begin on March 2, 2012, or on the last date in which it is signed by all parties, whichever is later.

6.0 EXPIRATION DATE

This Contract shall expire on March 1, 2016 unless cancelled earlier in accordance with its terms.

7.0 RENEWAL

In accordance with Section 4.26 of the State Term Contract No. 425-001-12-1, upon mutual written agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 4 years at the same price, terms and conditions, allowed by Chapter 287, Florida Statutes.

8.0 EFFECT OF A REPLACEMENT CONTRACT

A replacement contract may be established under a new solicitation process prior to March 1, 2016. In such case, the Department may terminate this Contract prior to March 1, 2016.

9.0 INTELLECTUAL PROPERTY

The parties do not anticipate that any intellectual property will be developed as a result of this contract.

10.0 PREFERRED PRICE

The Contractor agrees to submit to Customer at least annually an affidavit from an authorized representative attesting that the Contractor is in compliance with the preferred pricing provision in Section 4(b) of form PUR 1000.

11.0 SCRUTINIZED COMPANY LIST

In executing this contract, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), F.S., Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract.

12.0 EMPLOYMENT ELIGIBILITY VERIFICATION

Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the contract term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the contract term.

13.0 REPORTING REQUIREMENTS

Section 5.7 of the ITB 17-425-001-F, is superseded and entirely replaced with the following:
Each Contractor shall submit a sales report on a Quarterly basis. Reporting periods coincide with the State Fiscal Year:

- Quarter 1- (July-September)
- Quarter 2 - (October-December)
- Quarter 3 - (January-March)
- Quarter 4 - (April-June)

Each Quarterly Sales Report must be in Excel format and shall include:

- Contractor's Name and contact information as required on the Department of Management Services "Contract Quarterly Report"
- Detail of time period covered by included data

- Total sales including detail of list price and contract price
- Transaction detail will include:

Part Number/SKU	Your product part number if applicable
Item / Service Name	Given name of Item or Service
MFG	Manufacturer, Publisher, Service Provider
Item Category	Description of the product category, according to attached table
Item Subcategory	Additional grouping for item
Product Description	Additional detail for item
Customer Name	State Agencies, Universities, Political Subdivisions, Other Eligible Users
NIGP Code	National Institute of Government Procurement code
Florida Commodity Code	Florida Commodity Code
UOM	Unit of Measure
UOM Desc	Description of unit of measure (see example)
Volume Qty	Number of items/services purchased/provided
Order Date	Order date
Date Delivered	Delivered date to customer
Purchase Type	Purchase Order, Payment Card, Other
List Price	List price (Market + fee contracts use market price)
Contract Price	Contracted price with state per contract terms
Additional Fields	Any new information related to your company's products/services

Failure to provide quarterly and annual sales reports, including no sales, within thirty (30) calendar days following the end of each quarter (January, April, July and October) and/or contract year may result in the contract supplier being found in default and termination of the contract by the Department. Upon request, the Contractor shall report to the Department, spend with certified and other minority business enterprises. Reports must include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this contract. Initiation and submission of the Contract Sales Summaries are to be the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor will submit the completed Contract Sales Summary forms by email to the Contract Manager.

14.0 MYFLORIDAMARKETPLACE (MFMP) CATALOG REQUIREMENTS

Section 5.25 of the ITB 17-425-001-F, is supplemented with the following specific detail:

The Contractor shall provide a Line-item catalog containing all awarded items and contracted final prices using the format supported by the system. The awarded supplier ("Contractor") hereby agrees to cooperate with DMS and MyFloridaMarketPlace (and any authorized agent or successor entity to MyFloridaMarketPlace) in the event DMS selects this statewide contract to be exhibited on the MyFloridaMarketPlace. At a minimum, the Contractor agrees to the following:

1.0 Contractor agrees, upon DMS' request, to deliver a line item catalog. The line item catalog content must be limited to the Contractor's statewide contract offering.

2.0 Line Item Catalog. By providing a line item catalog, Contractor is providing a list of its products/services and pricing within a specific template format for MyFloridaMarketPlace through a catalog repository tool used for MyFloridaMarketPlace called Aravo*. In this scenario, Contractor must submit an updated electronic catalog from time to time to maintain the most up to-date version of its product/service offering under the statewide contract. As a result, DMS will have an opportunity to confirm the accuracy of the electronic catalog that was loaded into Aravo before the electronic data file is loaded into the MyFloridaMarketPlace eProcurement System (MFMP). In addition, DMS will have the ability to define when the electronic catalog and any subsequent revisions thereto "go live".

3.0 The Contractor agrees to meet the following requirements:

a. Catalog must contain the most current pricing, including all applicable administrative fees and or discounts, as well as the most up-to-date product/service offering the Contractor is authorized to provide in accordance with the statewide contract; and

The accuracy of the catalog must be maintained by Contractor throughout the duration of the statewide contract; and

b. The catalog must include a State-specific contract identification number; and
c. The catalog must include detailed product line item descriptions; and
d. The catalog must include pictures when possible;** and
e. The catalog must include any additional DMS content requirements

4.0 Contractor agrees that DMS controls which statewide contracts appear in MFMP and that DMS may elect at any time to remove any Contractor's offering from MFMP.

5.0 Contractor must be able to accept Purchase Orders via fax, e-mail, cXML or EDI INT AS 12.

*Aravo is a catalog repository tool used by MFMP. Contractors maintain their line item catalog offerings through this online tool. Contractor's catalog content is reviewed and approved by DMS in Aravo before being migrated into the MyFloridaMarketPlace eProcurement System. These services will be provided by MFMP at no additional cost to the Contractor.

**Details regarding the submission of image files and catalog content will be discussed during the enablement process; however, the following represents key information regarding the submission of product image files:

- Provide actual image files (in gif, jpeg and other commonly used formats) for all of the items in the Contractor's catalog that will be hosted by the MyFloridaMarketPlace system. These images are displayed to the customer directly in search results as well as in the product details window.
- Provide the actual image files in a 'zip archive'. Please go to www.winzip.com to download the WinZip® application that is needed to create such an archive as well as additional details about using WinZip® application.
- Provide only one image per product.
- Color pictures are preferred; however, black and white pictures or drawings are acceptable if this is the current standard for the Contractor's business marketing.
- Please note the MyFloridaMarketPlace prefers jpg format for image files (280X280 pixels) although images in many other formats are accepted.
    - When an image is in jpg format, it is resized to 280X280 pixels, if necessary, to maintain a consistent appearance MFMP.
    - When an image is in a format other than jpg, it will be converted to jpg and resized to 280X280 pixels to maintain a consistent appearance for MFMP.
- As products change, updated image files must be submitted to update the MyFloridaMarketPlace Catalog.

In rare instances where an image is not available, DMS will work with the Contractor to determine the best solution for advertising the Contractor's offering.

15.0 **ELECTRONIC INVOICE** The Contractor shall supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MFMP. Contractor agrees, upon DMS' request, to establish electronic invoicing within ninety (90) days of written request. Electronic invoices shall be submitted to the agency through the Ariba Supplier Network (ASN) in one of three mechanisms as listed below. Suppliers can select the method that best meets their capabilities from the following list:

- **cXML (commerce eXtensible Markup Language)**
  This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog goods and services. *The cXML format is the Ariba preferred method for eInvoicing*.
- **EDI (Electronic Data Interchange)**
  This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. This transaction set can be used for invoicing via the ASN for catalog and non-catalog goods and services.
- **PO Flip via ASN**
  The online process allows suppliers to submit invoices via the ASN for catalog and non-catalog goods and services. Suppliers have the ability to create an invoice directly from their Inbox in their ASN account by simply "flipping" the PO into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP, a State Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

The Contractor will work with the MFMP management team to obtain specific requirements for the Electronic Invoicing upon contract award.

16.0 CONTRACT DOCUMENTS

This Contract, together with the following attached documents, set forth the entire understanding of the parties with respect to the subject matter. In case of conflict, the terms of this Contract shall control. If a conflict exists among any of the attached documents, the documents shall have priority in the order listed:

A. **ATTACHMENT I:** THIS DOCUMENT
B. **ATTACHMENT II:** ITB, No.: 17-425-001-F, as amended.
C. **ATTACHMENT III:** Contractor's Response to the ITB.

17.0 CONTRACT MANAGEMENT

A. **Contract Manager**

The Department employee who is primarily responsible for overseeing the Contractor's performance of its duties and obligations pursuant to the terms of this Contract and for maintaining the Contract administration file. The Contract Manager shall be as follows:

Shameka Smith

Contract Manager
Department of Management Services
4050 Esplanade Way #360
Tallahassee, FL 32399-0950
Telephone: (850) 414-6740
Fax: (850) 414-6122
E-mail: shameka.smith@dms.myflorida.com

The Department may appoint a different Contract Manager, which shall not constitute an amendment to the Contract, by sending written notice to Contractor. Any communication to the Department relating to the Contract shall be addressed to the Contract Manager.

B. Contractor's Representative

[Representative Name]
[Contractor Name]
[Street Address]
[City, State, Zipcode]
Telephone: [number]
Fax: [number]
E-mail: [address]

18.0 WARRANT OF AUTHORITY

Each person signing this Contract warrants that he or she is duly authorized to do so and to bind the respective party.

State of Florida, **Department of Management Services:**	**[Contractor Name]**
By:_____	**By:**_____
Name: Kelly Loll, C.P.M. **Chief Procurement Officer &**	**Name:**_____
Title: Director of State Purchasing	**Title:**_____
Date:_____	**Date:**_____

Approved as to form and legality

By: _____ _____
Office of the General Counsel ***Date***
Department of Management Services

VILLAGE OF PALM SPRINGS
PURCHASE ORDER REQUISITION

DATE _____ **PO #** [ ]

VENDOR # _____ **VENDOR NAME** Watson Furniture Group

CONTRACT **YES_X___ NO____** **RESOLUTION #:** _____

EXPIRATION DATE: __03/01/2020_____ **COUNCIL APPROVAL DATE:** _____

LINE # 01 QTY **2** UNIT **each** ACCT # **01229** - 56400

DESCRIPTION Three sets of Communication's Radio Console furniture as described in the attached quote purchas from Florida State Contract DMS 425-001-12-1 Includes shipping and installation

UNIT PRICE $19,036.94 TOTAL PRICE $ 57,110.82

LINE # 02 QTY 1 UNIT each ACCT # 01229 - 56400

DESCRIPTION ZO Storage Bookcase to match the aforementioned communication consoles

UNIT PRICE $1,126.21 TOTAL PRICE $ 1,126.21

LINE # 03 QTY _____ UNIT each ACCT # -

DESCRIPTION _____

UNIT PRICE _____ TOTAL PRICE $ -

LINE # 04 QTY _____ UNIT each ACCT # -

DESCRIPTION _____

UNIT PRICE _____ TOTAL PRICE $ -

LINE # 05 QTY _____ UNIT _____ ACCT # -

DESCRIPTION _____

UNIT PRICE _____ TOTAL PRICE $ -

LINE # 06 QTY _____ UNIT _____ ACCT # -

DESCRIPTION _____

UNIT PRICE _____ TOTAL PRICE $ -

TOTAL PO $ 58,237.03

Updated 10/01/15

watson

QUOTATION

Quote #: Q.F01-VillageofPalmSpringsPDI.01
Date: 11/3/2016
Valid Until: 12/27/2016
Contract: Florida State DMS 425-001-12-1

Prepared By:

Kelly Dowling
Project Manager
WATSON FURNITURE GROUP
26246 Twelve Trees Lane NW
Poulsbo, WA 98370
360-394-1300
kdowling@watsonfg.com

Rep:

Thom Morrow
King Carter & Associates, Inc.
FL
USA
(727) 786-3862
tmorrow@tdinc.biz

NET 30 DAYS

Prepared For:

Edgar Morley
Support Services Manager
Village of Palm Springs FL
230 Cypress Lane
Palm Springs, FL 33461
561-304-4814

Ship To:

Edgar Morley
Support Services Manager
Village of Palm Springs FL
230 Cypress Lane
Palm Springs, FL 33461
561-304-4814

Project: Village of Palm Springs Police Department, FL

**FREIGHT INCLUDED IN CONTRACT PRICING. INSTALLATION BASED ON LIVE CUTOVER, ONE TRIP, GROUND FLOOR WITH NO PREVAILING WAGE AND NO UNION REQUIREMENTS.

	Part Number	Qty	Purchase	Ext Purchase
F01 - Village of Palm Springs Police Department				
Item 1. (3) Mercury Dispatch Consoles - 84" Primaries - 48" Panels (48" AFF)				
1	**TXXPORT** MERCURY TECH PORT INSERT	45	$40.00	$1,800.00
2	**TXXTECHPH25** TECHLINK PHONE CONNECTION, 25'	6	$27.00	$162.00
3	**TXXTECHAUDIO25** TECHLINK AUDIO CONNECTION, 25'	12	$30.00	$360.00
4	**TXXTECHDATA15** TECHLINK DATA CONNECTION, 15'	3	$40.00	$120.00
5	**TXXTECHUSB** TECH LINK, USB INSERT (TYPE A), FEMALE / FEMALE WALL PLATE COUPLER - Black	18	$50.00	$900.00

	Part Number	Qty	Purchase	Ext Purchase
6	**S08-0984-01F** BRACKET, ADAPTER FOR SPEAKER, FINISHED, POWDER: Black	12	$75.00	$900.00
7	**TXXTECHAUDBKT** HEADSET JACK MOUNT BKT, Black	3	$75.00	$225.00
8	**HAP84** MERCURY ARRAY EXPANSION, PARTIAL, FOR 84"W WORKSURFACE	3	$950.00	$2,850.00
9	**S15-1792-2HL** MODIFIED HAP60, *VERTICAL ARRAY MOUNT FOR ADDING SINGLE MONITOR ABOVE EXISTING ARRAY BAR, FOR USE WITH CHEIF ARRAY BARS*, *WITH 2HL ARM*, *AS PER DRAWING*	3	$1,139.00	$3,417.00
10	**HBS1518DR** MERCURY BRIDGE SPACER, 15"D x 18"H, DUAL SIDED, RIGHT HAND	1	$44.00	$44.00
	EXTERIOR FINISH ... Skipped Option			
11	**HHC1518** MERCURY HUB COVER, 15"D x 18"H	1	$44.00	$44.00
	EXTERIOR FINISH ... Skipped Option			
12	**HBS2418DC** MERCURY BRIDGE SPACER, 24"D x 18"H, DUAL SIDED, CENTER	1	$57.00	$57.00
	EXTERIOR FINISH ... Skipped Option			
13	**HBS2418DL** MERCURY BRIDGE SPACER, 24"D x 18"H, DUAL SIDED, OUTSIDE, LEFT HAND	2	$57.00	$114.00
	EXTERIOR FINISH ... Skipped Option			
14	**HBS2418DR** MERCURY BRIDGE SPACER, 24"D x 18"H, DUAL SIDED, OUTSIDE, RIGHT HAND	1	$57.00	$57.00
	EXTERIOR FINISH ... Skipped Option			
15	**HHC2418** MERCURY HUB COVER, 24"D x 18"H	1	$57.00	$57.00

	Part Number			Qty	Purchase	Ext Purchase
	EXTERIOR FINISH	...	Skipped Option			
16	**HSES48FL**			2	$50.00	$100.00
	MERCURY SCREEN, END COVER FOR SINGLE SIDED, FABRIC, LEFT HAND					
	POWDER	...	Skipped Option			
	FABRIC GROUP	...	Skipped Option			
17	**HSES48FR**			2	$50.00	$100.00
	MERCURY SCREEN, END COVER FOR SINGLE SIDED, FABRIC, RIGHT HAND					
	POWDER	...	Skipped Option			
	FABRIC GROUP	...	Skipped Option			
18	**S15-1358-84**			3	$849.00	$2,547.00
	MODIFIED HCS84 - MERCURY CABLE BRIDGE, SINGLE SIDED, FOR 84" W PRIMARY (66" ACTUAL), *WITH THREE CUSTOM ACCESS CUTOUTS, AS PER DRAWING*					
	EXTERIOR FINISH	...	Skipped Option			
	INTERIOR FINISH	...	Skipped Option			
	LOCK	U	Locking (Field)			
19	**HSRD48FS**			5	$991.00	$4,955.00
	MERCURY SCREEN, RETURN FOR D HUB, 51"W x 48"H, FABRIC (51"W x 30"H ACTUAL)					
	POWDER	...	Skipped Option			
	FABRIC GROUP	...	Skipped Option			
	ACOUSTIC INSERT	Y	WITH ACOUSTIC INSERT			
20	**HSS8448F**			3	$1,862.00	$5,586.00
	MERCURY SCREEN, FOR SPINE, FOR 84" W PRIMARY 48"H, FABRIC (2PC 44"W x 30"H ACTUAL)					
	POWDER	...	Skipped Option			
	FABRIC GROUP	...	Skipped Option			
	ACOUSTIC INSERT	Y	WITH ACOUSTIC INSERT			
21	**HDHUB155118R**			1	$3,583.00	$3,583.00
	MERCURY HUB, FOR D WORKSURFACE, 51"W x 18"H x 15"D, RIGHT HAND					
	AMPERAGE	20S	20 Amp Standard Plug			
	EXTERIOR FINISH	...	Skipped Option			
	INTERIOR FINISH	...	Skipped Option			
	LOCK	U	Locking (Field)			

	Part Number	Qty	Purchase	Ext Purchase
22	**HDHUB245118L** MERCURY HUB, FOR D WORKSURFACE, 51"W x 18"H x 24"D, LEFT HAND	2	$4,120.00	$8,240.00

AMPERAGE	20S	20 Amp Standard Plug
EXTERIOR FINISH	...	Skipped Option
INTERIOR FINISH	...	Skipped Option
LOCK	U	Locking (Field)

23	**HDHUB245118R** MERCURY HUB, FOR D WORKSURFACE, 51"W x 18"H x 24"D, RIGHT HAND	1	$4,120.00	$4,120.00

AMPERAGE	20S	20 Amp Standard Plug
EXTERIOR FINISH	...	Skipped Option
INTERIOR FINISH	...	Skipped Option
LOCK	U	Locking (Field)

24	**HDHUB245118C** MERCURY HUB, FOR D WORKSURFACE, 51"W x 18"H x 24"D, CENTER (SHARED)	1	$6,002.00	$6,002.00

AMPERAGE	20S	20 Amp Standard Plug
EXTERIOR FINISH	...	Skipped Option
INTERIOR FINISH	...	Skipped Option
LOCK	U	Locking (Field)

25	**HTB244230L** MERCURY TECHNOLOGY BASE, 24"D x 42"W x 30"H, LEFT HAND	2	$2,460.00	$4,920.00

RACKMOUNT	N	No Rackmount
EXTERIOR FINISH	...	Skipped Option
INTERIOR FINISH	...	Skipped Option
LOCK	U	Locking (Field)
SHELF	A	Adjustable Shelf

26	**HTB244230R** MERCURY TECHNOLOGY BASE, 24"D x 42"W x 30"H, RIGHT HAND	1	$2,460.00	$2,460.00

RACKMOUNT	N	No Rackmount
EXTERIOR FINISH	...	Skipped Option
INTERIOR FINISH	...	Skipped Option
LOCK	U	Locking (Field)

	Part Number			Qty	Purchase	Ext Purchase
	SHELF	A	Adjustable Shelf			
27	**S15-1066-84S**			3	$12,374.00	$37,122.00
	MODIFIED HD3W3684S - MERCURY WORKSURFACE, WITH DEPTH ADJUSTMENT, D3 SERIES, 36"D x 84" W, SINGLE MONITOR ARRAY, *WITH 2 POWER BYRNE MINI-TAP UNIT IN DASHBOARD IN RIGHT & LEFT SIDE*					
	ENVIRONMENT CONTROL PACKAGE	Y	With Environment Control Package			
	MONITOR MOUNT QTY	4	4 Monitor Mounts - VESA 100			
	WORKSURFACE	...	Skipped Option			
	WORKSURFACE EDGE	...	Skipped Option			
	POWDER	...	Skipped Option			
						$90,842.00

Item 2. Storage & Accessories

28	**HPSDOB244218L**			2	$1,230.00	$2,460.00
	MERCURY PERSONAL STACKER, DOOR OPEN BOX 24"D x, 42"W x 18"H, LEFT HAND					
	EXTERIOR FINISH	...	Skipped Option			
	INTERIOR FINISH	...	Skipped Option			
	LOCK	U	Locking (Field)			
	PULL	J	Jota Pull (Silver)			
29	**HPSDOB244218R**			1	$1,230.00	$1,230.00
	MERCURY PERSONAL STACKER, DOOR OPEN BOX 24"D x, 42"W x 18"H, RIGHT HAND					
	EXTERIOR FINISH	...	Skipped Option			
	INTERIOR FINISH	...	Skipped Option			
	LOCK	U	Locking (Field)			
	PULL	J	Jota Pull (Silver)			
30	**ZSBKFDA203066**			1	$2,135.00	$2,135.00
	ZO STORAGE BOOKCASE, ADJUSTABLE SHELF, FILE, DOORS, 20"D x 30"W x 66"H					
	PULL	J	JOTA PULL (Silver)			
	LOCK	L	LOCK: Factory-Installed Lockcore			
	CONTRASTING	C	Contrasting			
	CONTRASTING GROUP	...	Skipped Option			
	CASE FINISH	...	Skipped Option			
						$5,825.00

Item 3. Installation

	Part Number	Qty	Purchase	Ext Purchase
31	**INSTALL** INSTALL CHARGE	1	$7,245.00	$7,245.00
				$7,245.00
			Sub Total:	**$103,912.00**
			Grand Total:	**$103,912.00**

Approved By: _____
Name

_____
Title

Date:_____

PO:_____

1. State and Local Taxes will apply unless proof of exemption is provided with the Purchase Order.
2. Deposit may be required with order; Net 30 days of Shipment of Product.
3. Chairs are for representational purposes only.
4. Lead time 8 weeks for Synergy and 10 weeks for Mercury product after receipt of Completed Order.
5. Completed Order consist of signed Contract or Purchase Order, Signed Drawings, Signed Color Selection Sheet, and Deposit.
6. Change Order Fee (minimum $500) may be applicable after 5 business days of Complete Order submission.
7. Re-Scheduled Delivery & Installation requires 4 week notification.
8. There will be a $500 (Net per order) Finish Configuration Fee added IF a color scheme is chosen outside of the eight (8) standard color schemes.
9. Pricing will be valid for four (4) months after receipt of Purchase Order any orders that have not been manufactured within this time frame will be subject to a price change.

watson

QUOTATION

Quote #: Q.F01-VillageofPalmSpringsPDI.01
Date: 10/27/2016
Valid Until: 12/27/2016
Contract: Florida State DMS 425-001-12-1

Prepared By:

Kelly Dowling
Project Manager
WATSON FURNITURE GROUP
26246 Twelve Trees Lane NW
Poulsbo, WA 98370
360-394-1300
kdowling@watsonfg.com

Rep:

Thom Morrow
King Carter & Associates, Inc.
FL
USA
(727) 786-3862
tmorrow@tdinc.biz

NET 30 DAYS

Prepared For:

Edgar Morley
Support Services Manager
Village of Palm Springs FL
230 Cypress Lane
Palm Springs, FL 33461
561-304-4814

Ship To:

Edgar Morley
Support Services Manager
Village of Palm Springs FL
230 Cypress Lane
Palm Springs, FL 33461
561-304-4814

Project: Village of Palm Springs Police Department, FL

**FREIGHT INCLUDED IN CONTRACT PRICING. INSTALLATION BASED ON LIVE CUTOVER, ONE TRIP, GROUND FLOOR WITH NO PREVAILING WAGE AND NO UNION REQUIREMENTS.

	Part Number	Qty	Purchase	Ext Purchase
F01 - Village of Palm Springs Police Department				
Item 1. (3) Mercury Dispatch Consoles - 84" Primaries - 48" Panels (48" AFF)				
1	**TXXPORT** MERCURY TECH PORT INSERT	45	$21.10	$949.50
2	**TXXTECHPH25** TECHLINK PHONE CONNECTION, 25'	6	$14.24	$85.44
3	**TXXTECHAUDIO25** TECHLINK AUDIO CONNECTION, 25'	12	$15.83	$189.96
4	**TXXTECHDATA15** TECHLINK DATA CONNECTION, 15'	3	$21.10	$63.30
5	**TXXTECHUSB** TECH LINK, USB INSERT (TYPE A), FEMALE / FEMALE WALL PLATE COUPLER - Black	18	$26.38	$474.84

	Part Number	Qty	Purchase	Ext Purchase
6	**S08-0984-01F** BRACKET, ADAPTER FOR SPEAKER, FINISHED, POWDER: Black	12	$39.56	$474.72
7	**TXXTECHAUDBKT** HEADSET JACK MOUNT BKT, Black	3	$39.56	$118.68
8	**HAP84** MERCURY ARRAY EXPANSION, PARTIAL, FOR 84"W WORKSURFACE	3	$501.13	$1,503.39
9	**S15-1792-2HL** MODIFIED HAP60, *VERTICAL ARRAY MOUNT FOR ADDING SINGLE MONITOR ABOVE EXISTING ARRAY BAR, FOR USE WITH CHEIF ARRAY BARS*, *WITH 2HL ARM*, *AS PER DRAWING*	3	$600.82	$1,802.46
10	**HBS1518DR** MERCURY BRIDGE SPACER, 15"D x 18"H, DUAL SIDED, RIGHT HAND	1	$23.21	$23.21
	EXTERIOR FINISH ... Skipped Option			
11	**HHC1518** MERCURY HUB COVER, 15"D x 18"H	1	$23.21	$23.21
	EXTERIOR FINISH ... Skipped Option			
12	**HBS2418DC** MERCURY BRIDGE SPACER, 24"D x 18"H, DUAL SIDED, CENTER	1	$30.07	$30.07
	EXTERIOR FINISH ... Skipped Option			
13	**HBS2418DL** MERCURY BRIDGE SPACER, 24"D x 18"H, DUAL SIDED, OUTSIDE, LEFT HAND	2	$30.07	$60.14
	EXTERIOR FINISH ... Skipped Option			
14	**HBS2418DR** MERCURY BRIDGE SPACER, 24"D x 18"H, DUAL SIDED, OUTSIDE, RIGHT HAND	1	$30.07	$30.07
	EXTERIOR FINISH ... Skipped Option			
15	**HHC2418** MERCURY HUB COVER, 24"D x 18"H	1	$30.07	$30.07

	Part Number			Qty	Purchase	Ext Purchase
	EXTERIOR FINISH	...	Skipped Option			
16	**HSES48FL**			2	$26.38	$52.76
	MERCURY SCREEN, END COVER FOR SINGLE SIDED, FABRIC, LEFT HAND					
	POWDER	...	Skipped Option			
	FABRIC GROUP	...	Skipped Option			
17	**HSES48FR**			2	$26.38	$52.76
	MERCURY SCREEN, END COVER FOR SINGLE SIDED, FABRIC, RIGHT HAND					
	POWDER	...	Skipped Option			
	FABRIC GROUP	...	Skipped Option			
18	**S15-1358-84**			3	$447.85	$1,343.55
	MODIFIED HCS84 - MERCURY CABLE BRIDGE, SINGLE SIDED, FOR 84" W PRIMARY (66" ACTUAL), *WITH THREE CUSTOM ACCESS CUTOUTS, AS PER DRAWING*					
	EXTERIOR FINISH	...	Skipped Option			
	INTERIOR FINISH	...	Skipped Option			
	LOCK	U	Locking (Field)			
19	**HSRD48FS**			5	$522.75	$2,613.75
	MERCURY SCREEN, RETURN FOR D HUB, 51"W x 48"H, FABRIC (51"W x 30"H ACTUAL)					
	POWDER	...	Skipped Option			
	FABRIC GROUP	...	Skipped Option			
	ACOUSTIC INSERT	Y	WITH ACOUSTIC INSERT			
20	**HSS8448F**			3	$982.21	$2,946.63
	MERCURY SCREEN, FOR SPINE, FOR 84" W PRIMARY 48"H, FABRIC (2PC 44"W x 30"H ACTUAL)					
	POWDER	...	Skipped Option			
	FABRIC GROUP	...	Skipped Option			
	ACOUSTIC INSERT	Y	WITH ACOUSTIC INSERT			
21	**HDHUB155118R**			1	$1,890.03	$1,890.03
	MERCURY HUB, FOR D WORKSURFACE, 51"W x 18"H x 15"D, RIGHT HAND					
	AMPERAGE	20S	20 Amp Standard Plug			
	EXTERIOR FINISH	...	Skipped Option			
	INTERIOR FINISH	...	Skipped Option			
	LOCK	U	Locking (Field)			

	Part Number	Qty	Purchase	Ext Purchase
22	**HDHUB245118L** MERCURY HUB, FOR D WORKSURFACE, 51"W x 18"H x 24"D, LEFT HAND	2	$2,173.30	$4,346.60

AMPERAGE	20S	20 Amp Standard Plug
EXTERIOR FINISH	...	Skipped Option
INTERIOR FINISH	...	Skipped Option
LOCK	U	Locking (Field)

23	**HDHUB245118R** MERCURY HUB, FOR D WORKSURFACE, 51"W x 18"H x 24"D, RIGHT HAND	1	$2,173.30	$2,173.30

AMPERAGE	20S	20 Amp Standard Plug
EXTERIOR FINISH	...	Skipped Option
INTERIOR FINISH	...	Skipped Option
LOCK	U	Locking (Field)

24	**HDHUB245118C** MERCURY HUB, FOR D WORKSURFACE, 51"W x 18"H x 24"D, CENTER (SHARED)	1	$3,166.06	$3,166.06

AMPERAGE	20S	20 Amp Standard Plug
EXTERIOR FINISH	...	Skipped Option
INTERIOR FINISH	...	Skipped Option
LOCK	U	Locking (Field)

25	**HTB244230L** MERCURY TECHNOLOGY BASE, 24"D x 42"W x 30"H, LEFT HAND	2	$1,297.65	$2,595.30

RACKMOUNT	N	No Rackmount
EXTERIOR FINISH	...	Skipped Option
INTERIOR FINISH	...	Skipped Option
LOCK	U	Locking (Field)
SHELF	A	Adjustable Shelf

26	**HTB244230R** MERCURY TECHNOLOGY BASE, 24"D x 42"W x 30"H, RIGHT HAND	1	$1,297.65	$1,297.65

RACKMOUNT	N	No Rackmount
EXTERIOR FINISH	...	Skipped Option
INTERIOR FINISH	...	Skipped Option
LOCK	U	Locking (Field)

	Part Number			Qty	Purchase	Ext Purchase
	SHELF	A	Adjustable Shelf			
27	**S15-1066-84S**			3	$6,527.29	$19,581.87
	MODIFIED HD3W3684S - MERCURY WORKSURFACE, WITH DEPTH ADJUSTMENT, D3 SERIES, 36"D x 84" W, SINGLE MONITOR ARRAY, *WITH 2 POWER BYRNE MINI-TAP UNIT IN DASHBOARD IN RIGHT & LEFT SIDE*					
	ENVIRONMENT CONTROL PACKAGE	Y	With Environment Control Package			
	MONITOR MOUNT QTY	4	4 Monitor Mounts - VESA 100			
	WORKSURFACE	...	Skipped Option			
	WORKSURFACE EDGE	...	Skipped Option			
	POWDER	...	Skipped Option			
						$47,919.32

Item 2. Storage & Accessories

28	**HPSDOB244218L**			2	$648.83	$1,297.66
	MERCURY PERSONAL STACKER, DOOR OPEN BOX 24"D x, 42"W x 18"H, LEFT HAND					
	EXTERIOR FINISH	...	Skipped Option			
	INTERIOR FINISH	...	Skipped Option			
	LOCK	U	Locking (Field)			
	PULL	J	Jota Pull (Silver)			
29	**HPSDOB244218R**			1	$648.83	$648.83
	MERCURY PERSONAL STACKER, DOOR OPEN BOX 24"D x, 42"W x 18"H, RIGHT HAND					
	EXTERIOR FINISH	...	Skipped Option			
	INTERIOR FINISH	...	Skipped Option			
	LOCK	U	Locking (Field)			
	PULL	J	Jota Pull (Silver)			
30	**ZSBKFDA203066**			1	$1,126.21	$1,126.21
	ZO STORAGE BOOKCASE, ADJUSTABLE SHELF, FILE, DOORS, 20"D x 30"W x 66"H					
	PULL	J	JOTA PULL (Silver)			
	LOCK	L	LOCK: Factory-Installed Lockcore			
	CONTRASTING	C	Contrasting			
	CONTRASTING GROUP	...	Skipped Option			
	CASE FINISH	...	Skipped Option			
						$3,072.70

Item 3. Installation

	Part Number	Qty	Purchase	Ext Purchase
31	**INSTALL** INSTALL CHARGE	1	$7,245.00	$7,245.00
				$7,245.00
			Sub Total:	**$58,237.02**
			Grand Total:	**$58,237.02**

Approved By: _____ **Date:**_____

Name

_____ **PO:**_____

Title

1. State and Local Taxes will apply unless proof of exemption is provided with the Purchase Order.
2. Deposit may be required with order; Net 30 days of Shipment of Product.
3. Chairs are for representational purposes only.
4. Lead time 8 weeks for Synergy and 10 weeks for Mercury product after receipt of Completed Order.
5. Completed Order consist of signed Contract or Purchase Order, Signed Drawings, Signed Color Selection Sheet, and Deposit.
6. Change Order Fee (minimum $500) may be applicable after 5 business days of Complete Order submission.
7. Re-Scheduled Delivery & Installation requires 4 week notification.
8. There will be a $500 (Net per order) Finish Configuration Fee added IF a color scheme is chosen outside of the eight (8) standard color schemes.
9. Pricing will be valid for four (4) months after receipt of Purchase Order any orders that have not been manufactured within this time frame will be subject to a price change.

	Part Number	Qty	Purchase	Ext Purchase
31	**INSTALL** INSTALL CHARGE	1	$7,245.00	$7,245.00
				$7,245.00
			Sub Total:	**$58,237.02**
			Grand Total:	**$58,237.02**

Approved By: _____ **Date:**_____

Name

_____ **PO:**_____

Title

1. State and Local Taxes will apply unless proof of exemption is provided with the Purchase Order.
2. Deposit may be required with order; Net 30 days of Shipment of Product.
3. Chairs are for representational purposes only.
4. Lead time 8 weeks for Synergy and 10 weeks for Mercury product after receipt of Completed Order.
5. Completed Order consist of signed Contract or Purchase Order, Signed Drawings, Signed Color Selection Sheet, and Deposit.
6. Change Order Fee (minimum $500) may be applicable after 5 business days of Complete Order submission.
7. Re-Scheduled Delivery & Installation requires 4 week notification.
8. There will be a $500 (Net per order) Finish Configuration Fee added IF a color scheme is chosen outside of the eight (8) standard color schemes.
9. Pricing will be valid for four (4) months after receipt of Purchase Order any orders that have not been manufactured within this time frame will be subject to a price change.

VILLAGE OF PALM SPRINGS

	LIST	DISCOUNT		PRICE
CONSOLE 1	$ 36,260.83	47.25	$	19,036.94
CONSOLE 2	$ 36,260.83	47.25	$	19,036.94
CONSOLE 3	$ 36,260.83	47.25	$	19,036.94
ZO STORAGE BOOKCASE	$ 2,135.00	47.25	$	1,126.21
			$	58,237.02

Rick Scott
Governor

John P. Miles
Secretary

4050 Esplanade Way | Talla | Fax: 850.922.6149

INVITATION TO BID (ITB)

For

OFFICE FURNITURE AND FILES

ITB Number 17-425-001-F

ITB Issue Date: December 20, 2010
Responses Due: January 24, 2011 (2:00 pm ET)

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES
DIVISION OF STATE PURCHASING
4050 ESPLANADE WAY, SUITE 360
TALLAHASSEE, FL 32399-0950

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1.0 INTRODUCTION
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5.0 SPECIAL CONDITIONS
6.0 PRICE SHEET
7.0 FORMS

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SECTION ONE: INTRODUCTION

CONTENTS:

1.1 Introduction
1.2 Event Timeline

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1.1 Introduction

The State of Florida's current Office Furniture and Files State Term Contract #425-001-06-1 has an average annual sales volume of $73,000,000.00.* Customers include 34 State agencies and other Eligible Users. Current Eligible Users consist of local governmental entities such as cities, counties, colleges, universities, and school boards in the State of Florida, as defined in 60A-1.005, Florida Administrative Code.

*(The figures listed are for informational purposes only and should be used as a guide for responding purposes.)

1.2 Event Timeline

Respondents should review and become familiar with the Event Timeline. The Dates and Times within the Event Timeline may be subject to change. It is the responsibility of the Respondent to check for any changes. All changes to the Event Timeline will be through an Addendum to this solicitation.

Event Timeline Activity for ITB #17-425-001-F	Date
Notice of Office Furniture & Files solicitation is posted to the Vendor Bid System (VBS) and the complete Office Furniture & Files solicitation is posted in the MyFloridaMarketPlace Sourcing Tool. Solicitation will initially be in "Preview" status where Respondents can view/download all information and ask questions, but **cannot** input or submit responses.	December 20, 2010
Deadline to submit Questions, or request for specification change via the MyFloridaMarketPlace Sourcing tool Q&A Board (Respondents must monitor Message Board for communications).	January 4, 2011 5 pm ET
Department will post Answers to Respondents' questions as an addendum to the solicitation within the MyFloridaMarketPlace Sourcing Tool. Respondents must monitor Message Board for communications.	January 11, 2011
Deadline to submit Response, including all required documents in the MyFloridaMarketPlace Sourcing Tool. Utilize the Response Preparation Checklist to make sure all required documents and responses are completed. (Section 7.7)	January 24, 2011 2 pm ET
Deadline for submittal of State Term Contract dedicated web site URL Address. (Section 3.12)	January 24, 2011 2 pm ET
Notice of Intent to Award posted on Vendor Bid System (VBS).	March 29, 2011
Deadline for development of eProcurement catalog within MyFloridaMarketPlace.	To Be Determined Prior to Contract
Contract Award	Per Section 2.17 Contract Formation

SECTION TWO: GENERAL INSTRUCTIONS TO RESPONDENTS (PUR 1001 10/06)

CONTENTS:

2.1 Definitions
2.2 General Instructions
2.3 Electronic Submission of Responses
2.4 Terms and Conditions
2.5 Questions
2.6 Conflict of Interest
2.7 Convicted Vendors
2.8 Discriminatory Vendors
2.9 Respondent's Representation and Authorization
2.10 Manufacturer's Name and Approved Equivalents
2.11 Performance Qualifications
2.12 Public Opening
2.13 Electronic Posting of Notice of Intended Award
2.14 Firm Response
2.15 Clarifications/Revisions
2.16 Minor Irregularities/Right to Reject
2.17 Contract Formation
2.18 Contract Overlap
2.19 Public Records
2.20 Protests
2.21 Limitation on Vendor Contact with Agency During Solicitation Period

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2.1 Definitions

The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Buyer" means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
(b) "Procurement Officer" means the Buyer's contracting personnel, as identified in the Introductory Materials.
(c) "Respondent" means the entity that submits materials to the Buyer in accordance with these Instructions.
(d) "Response" means the material submitted by the respondent in answering the solicitation.
(e) "Timeline" means the list of critical dates and actions included in the Introductory Materials.

2.2 General Instructions

Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

2.3 Electronic Submission of Responses

Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

2.4 Terms and Conditions

All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

2.5 Questions

Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the

Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 20 of these Instructions.

2.6 Conflict of Interest

This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

2.7 Convicted Vendors

A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount ($25,000) provided in section 287.017 of the Florida Statutes.

2.8 Discriminatory Vendors

An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

2.9 Respondent's Representation and Authorization

In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1) (a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This

includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
  - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
  - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

2.10 Manufacturer's Name and Approved Equivalents

Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

2.11 Performance Qualifications

The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

2.12 Public Opening

Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1) (b), Florida

Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

2.13 Electronic Posting of Notice of Intended Award

Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

2.14 Firm Response

The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

2.15 Clarifications/Revisions

Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

2.16 Minor Irregularities/Right to Reject

The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

2.17 Contract Formation

The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

2.18 Contract Overlap

Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

2.19 Public Records

Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

2.20 Protests

Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3) (b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3) (a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

2.21 Limitation on Vendor Contact with Agency During Solicitation Period

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

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SECTION THREE: SPECIAL INSTRUCTIONS TO RESPONDENTS

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3.1 Definitions
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3.3 Contact Person
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3.5 MyFloridaMarketPlace Overview
3.5.1 MyFloridaMarketPlace Vendor Registration Application
3.5.2 MyFloridaMarketPlace Sourcing Tool Training
3.5.3 Sourcing Tool Tips
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3.5.5 Questions & Answers
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3.8.1 Authorized Dealers & Manufacturer Representatives
3.8.2 Savings/Price Reductions
3.8.3 Product List
3.8.4 Certification of Drug-Free Workplace
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3.14.5 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE)
3.15 Basis for Award
3.16 Special Accommodation

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3.1 Definitions

The definitions found below (alphabetical order) and referenced in General Instructions to Respondents, (PUR 1001) Section 2.1 and General Contract Conditions, (PUR 1000) Section 4.1 of the ITB shall apply.

Delivery Methods – Definition of Terms

Drop-Ship: FOB Destination. Orders shipped directly by a manufacturer to the purchaser or user. Items delivered to the ordering agency shall be unloaded by the delivering carrier and placed on the agency's loading dock. If there is no loading dock, items shall be unloaded by the delivery carrier and placed in a space immediately adjacent to the carrier's vehicle at the delivery location.

Delivered Not Installed: On delivered non-installed orders items delivered to the ordering agency shall be unloaded by the delivering carrier and placed on the agency's loading dock. If there is no loading dock, items shall be unloaded by the delivery carrier and placed in a space immediately adjacent to the carrier's vehicle at the delivery location.

Inside Delivery, Non-Installed: On orders specifying inside (non-installed) delivery, items shall be unloaded and delivered, in the shipping carton, to the ordering agency by the delivering carrier and placed inside the door on the first or ground level floor of the building.

Installed Delivery: On installed orders, (open, set in place, ready for use) the Contractor or the delivering carrier, acting as the Contractor's agent, shall be responsible for receipt, inspection, and assembly of items delivered in the area designated by the ordering agency, as well as prompt removal and disposal of all debris which is a result of the delivery. The ordering agency shall be responsible for the immediate removal of any existing furniture from the area in which the contract items are to be installed. Elevator(s) must be made available if more than one story. If no elevator is available, delivery will be made to the ground floor, or additional delivery fees may be negotiated.

Department (http://dms.myflorida.com)**:** The Department of Management Services for the State of Florida. DMS provides administrative support for state agencies and state employees.

Eligible User of the Contract: Eligible users are defined in Rule 60A-1.005, Florida Administrative Code (F.A.C.) as: (i) all 34 State agencies, (ii) all other governmental agencies, as defined in Section 163.3164, Florida Statutes, which have a physical presence in the State of Florida, and (iii) any independent, nonprofit college or university located in Florida and accredited by the Southern Association of Colleges and Schools. *Specific Authority 287.042 (12) FS. Law Implemented 287.012 (12) F.S. History – New 8-24-04.*

Environmentally Preferable Product (EPP): A product or service that has a lesser or reduced effect on human

health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.

Environmental Policy or Mission: A statement or philosophy by the organization of its intentions and principles in relation to its overall environmental performance, which provides a framework for action and for the setting of its environmental objectives and targets.

GSA: Acronym for the U.S. General Services Administration. GSA leverages the buying power of the federal government to acquire best value for taxpayers and federal customers. For additional information about GSA, please visit the U.S. General Service Administration at: http://www.gsa.gov.

ITB: Acronym for Invitation to Bid.

Manufacturer(s): The original producer of a commodity and/or contractual service.

MSRP: Acronym for the Manufacturer's Suggested Retail Price. It represents the Manufacturer's recommended retail selling price, list price, published price or other usual and customary price that would be paid by the purchaser for specific commodities and contractual services without benefit of a Contract resulting from the solicitation. It must publically listed, available, and verifiable by the Department.

Post-Consumer Content: Materials in a recycled product which are derived from businesses or consumers after having served their intended uses, and which have been separated or diverted from solid waste for the purpose of collection, recycling and disposition.

Post-Industrial Content: Materials generated by manufacturers or product converters, such as trimmings, overruns and obsolete products, that are incorporating back into the manufacturing process of the same or different products are considered post-industrial materials or scraps.

Recycle (www.epa.gov): Collecting recyclable materials that would otherwise be considered waste, sorting and processing recyclables into raw materials such as fibers, manufacturing raw materials into new products, and purchasing recycled products.

SCS Indoor Advantage™: The Scientific Certification Systems (SCS) organization was founded in 1984 as an internationally recognized, neutral third party to certify environmentally safe indoor products. The SCS Indoor Advantage certification program identifies those products that meet specific indoor air quality emission requirements. These standards are set by the Business and Institutional Furniture Manufacturer's Association (BIFMA) and the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED). The program applies to any non-flooring product generally used within an enclosed indoor environment including wall coverings, systems furniture, casegoods, and insulation. **SCS Indoor Advantage™Gold:** The program tests and certifies products for compliance with the indoor air quality emission requirements of BIFMA, LEED, and California Section 01350, an environmental standard specification to cover key environmental performance issues.

State: means the State of Florida.

3.2 Purpose and Scope

The State of Florida, Department of Management Services, invites interested Respondents, to submit proposals in accordance with the solicitation documents. The purpose of this ITB is to establish a forty-eight month (48) State Term Contract for the purchase of Office Furniture & Files with the potential option for renewals as allowed by Chapter 287, Florida Statutes for purchase by all State Agencies and other eligible users.

3.3 Contact Person

The following person is the Department's **SOLE** point of contact from the date of release of this ITB until selection of successful provider(s).

Brenda Wells, CPPB, FCPM, FCPA, FCCM
Purchasing Analyst, Team Lead
State of Florida Interior Design License #0002922
Department of Management Services
Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399
Telephone: (850) 488-6904
Fax: (850) 414-6122
Email: Brenda.Wells@dms.MyFlorida.com

3. 4 Who May Respond

The Department seeks Responses from manufacturers holding current Federal (GSA) Contracts for products offered on this Contract. Though the Department intends to contract directly with manufacturers, the Department encourages the participation of certified minority business enterprises (CMBE). Information on CMBEs is available from the Office of Supplier Diversity at http://osd.dms.state.fl.us.

Each Respondent must be authorized to conduct business with the State of Florida, and possess the experience and personnel resources to provide the products and services described in this ITB. The Department retains the right to request additional information pertaining to the Respondent's ability and qualifications to accomplish all services described in this ITB as deemed necessary during the ITB or after contract award.

3.5 MyFloridaMarketPlace Overview

The Department uses the MyFloridaMarketPlace system (MFMP) to receive Responses electronically. This solicitation will be conducted using the MyFloridaMarketPlace Sourcing Tool.

3.5.1 MyFloridaMarketPlace Vendor Registration Application

Vendors must have a revised, current, and complete Vendor Registration Application identified on the MyFloridaMarketPlace Vendor Registration System at: https://vendor.myfloridamarketplace.com/. If you have not registered or have requested a registration update, please be advised that a minimum of forty-eight (48) hours will be required for access to the MyFloridaMarketPlace Sourcing Tool. Completion of this registration is mandatory for those Vendors who wish to submit a Response.

3.5.2 MyFloridaMarketPlace Sourcing Tool Training

This solicitation will be conducted using the MyFloridaMarketPlace Sourcing Tool at: https://sourcing.myfloridamarketplace.com/. Optional training on how to respond to this solicitation electronically is offered at: http://marketplace.myflorida.com/vendor/vendor_solicitation_help.htm. **While training is optional, we strongly recommend you take advantage of this offer.**

Download and review the document titled "ITB Event User Guide."

- For all technical questions about the Sourcing Tool, Vendors should contact the MyFloridaMarketPlace Customer Service Desk at 866-FLA-EPRO (866-352-3776) or: vendorhelp@myfloridamarketplace.com.
- For additional information or assistance on using the Sourcing Tool, please visit the MyFloridaMarketPlace website at the following link: http://marketplace.myflorida.com/vendor/vendor_solicitation_help.htm.

  This site includes:

  a. Solicitation User Guides
  b. On Demand web-based Sourcing training link
  c. WinZip FAQs
  d. Vendor FAQs
  e.

3.5.3 MyFloridaMarketPlace Sourcing Tool Tips

When working in the MyFloridaMarketPlace Sourcing Tool, be aware of the twenty (20) minute time-out function in the tool. This means that you should save your work (click the SAVE button) at intervals of less than twenty (20)

minutes to ensure your entries since you last saved are not lost.

Please note that clicking the SAVE button within the MyFloridaMarketPlace Sourcing Tool only saves your solicitation Responses. **The SAVE button does not transmit your solicitation Response to the State**. In order to transmit your solicitation Response to the State, you must click the SUBMIT button on the SUMMARY page of the solicitation Response.

After clicking the SUBMIT button, it is the Respondent's responsibility to check any submitted Response within the MyFloridaMarketPlace Sourcing Tool to verify that the Response is accurately and completely captured within the MyFloridaMarketPlace Sourcing Tool. Respondents must do this while there is sufficient time remaining in the solicitation period in the event you discover an error and need to resubmit a revised Response.

To validate your Response, you should do the following before the solicitation period ends:

- Go to the "My Bids / My Responses" tab within the MyFloridaMarketPlace Sourcing Tool after you submitted your Response.
- Click on the Response ID number of your last submitted Response.
- Review entire Response to make sure all responses are complete, accurate, and as you intended to submit.
- Minimum areas to check are:
    - Text boxes – Is your entire answer viewable?
    - Yes/No questions – Is the displayed answer correct?
    - All uploaded document files – Can you open attached document(s) and clearly view entire content? Does the content of the file(s) match your intended Response within the MyFloridaMarketPlace Sourcing Tool (e.g., not an earlier version, incomplete copy, or working copy)?
    - Pricing and Other Information – Are all Prices and other information you intended to submit visible and accurately captured within MyFloridaMarketPlace Sourcing Tool?
    - Required Items - Are all items listed in the solicitation completed as required within the MyFloridaMarketPlace Sourcing Tool?

DO NOT RELY ON THE MYFLORIDAMARKETPLACE SOURCING TOOL'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN SECTION 1.2, EVENT TIMELINE. The Response deadline(s) shall be as reflected in Section 1.2, Event Timeline, of this solicitation. The MyFloridaMarketPlace Sourcing Tool's time remaining clock is not the official submission date and time deadline, it is intended only to approximate the solicitation closing and may require periodic adjustments.

It is strongly recommended that you submit your response as early as possible. You should allow time to receive any requested assistance and to receive verification of your submittal; waiting until the last hours of the solicitation could impact the timely submittal of your response.

3.5.4 Email Notification

Respondents are reminded that the Sourcing Tool's email notifications are an option provided to Respondents as a courtesy. The State of Florida is not under any obligation and does not guarantee that Respondents will receive email Notifications concerning the posting, amendment or close of ITB's. Respondents are responsible for checking the MyFloridaMarketPlace Sourcing Tool and the Vendor Bid System for information and updates concerning this ITB.

3.5.5 Questions and Answers

Respondents shall examine this solicitation to determine if the Department's requirements are clearly stated. If there are any requirements which are unclear or objectionable, Respondents should submit notice to the Department using the Sourcing Tool's Q&A Board by the due date for Respondents to submit questions listed in the Event Timeline.

Please note that questions will **NOT** be answered via telephone or fax. The Department shall post the answers to the questions via the MyFloridaMarketPlace Sourcing Tool by the date stated on the Event Timeline. Each

Respondent is responsible for monitoring the MyFloridaMarketPlace system for new or changing information. The Department shall not be bound by any verbal information or by any written information that is not either contained within the solicitation documents or formally noticed and issued by the ITB sole point of contact. Questions shall not constitute formal protest of the specifications or of the solicitation. The formal protest process is described in Section 2.20 Protests.

3.6 Amendments or Addendums to the Solicitation Documents

The Department reserves the right to issue amendments or addendums to the solicitation. Notice of any amendment or addendum will be posted within the MyFloridaMarketPlace Sourcing Tool and the Vendor Bid System. Such notice, if required, will contain the appropriate details for identifying and/or reviewing the formal changes to the solicitation. Each Respondent is responsible for monitoring the sites for new or changing information concerning this solicitation.

3.7 Order of Precedence

Respondents are encouraged to carefully review all materials contained herein and prepare responses accordingly. In the event any conflict exists between the Special and General Instructions, the Special Instructions shall prevail. In the event any conflict exists between the Special and General Conditions, the Special Conditions shall prevail. This Section, **3.7**, supersedes and replaces **Section 2.4**, General Instructions Terms and Conditions.

All responses are subject to the terms of the following sections of this ITB which, in case of conflict, shall have the order of precedence listed:

a) Introduction
b) Special Contract Conditions
c) Special Instructions To Respondents
d) General Contract Conditions (PUR 1000)
e) General Instruction to Respondents (PUR 1001)
f) Price Sheets
g) Forms

The Department objects to and shall not consider any additional terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's Response. In submitting its Response, the Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall result in the disqualification of the Respondent's Response for any offers associated with the additional terms or conditions. Failure to comply with the solicitation requirements, specifications, terms, and conditions, including those specifying information that must be submitted with a Response, may be grounds for rejecting a Response.

3.8 Submittal of Response

Respondents shall submit their offer online via the MyFloridaMarketPlace Sourcing Tool at: https://sourcing.myfloridamarketplace.com.

OFFERS MUST BE SUBMITTED IN THE MYFLORIDAMARKETPLACE SOURCING TOOL BY THE DATE AND TIME SPECIFIED ON THE EVENT TIMELINE. Offers not submitted within MyFloridaMarketPlace shall be rejected.

The Department shall not consider late offers and the Sourcing Tool will NOT accept offers after the closing date and time specified in the Event Timeline or as amended by the Department. Each Respondent is responsible for ensuring that its response is submitted at the proper time. In the event a Respondent submits more than one response in the MyFloridaMarketPlace Sourcing Tool, **only** the last Response received by the system shall be considered for award. Previous responses will not be visible to the State of Florida. The Response Preparation Checklist is provided to assist submittal but does not relieve the Respondent of responsibility for ensuring that all Requirements of the ITB are included with the Response submittal.

The following documents must be uploaded into the Respondent's Response within the MyFloridaMarketPlace Sourcing Tool*:

1. **Price Sheet**

2. **Ordering Instructions Form**
3. **Authorized Dealers & Manufacturer Representatives Form**
4. **Savings/Price Reductions Form**
5. **Product List Form**
6. **Certification of Drug-Free Workplace Form**

***IT IS STRONGLY RECOMMENDED THAT YOU SUBMIT YOUR RESPONSE AS EARLY AS POSSIBLE. YOU SHOULD ALLOW TIME TO RECEIVE ANY REQUESTED ASSISTANCE AND TO RECEIVE VERIFICATION OF YOUR SUBMITTAL; WAITING UNTIL THE LAST HOURS OF THE SOLICITATION COULD IMPACT THE TIMELY SUBMITTAL OF YOUR RESPONSE. DO NOT RELY ON THE "MYFLORIDAMARKETPLACE" SOURCING TOOL'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN THE EVENT TIMELINE OF THIS ITB.**

Additionally, the following information must be **received by** the contact person below no later than the Response Opening Date & Time. Please refer back to the Event Timeline for Dates and Times.

1. **Current Manufacturer Published Price List/Book* (compact disc – CD) (Section 5.10)**
   Cover page and table of contents must be included with price pages. *Consistent with GSA Contract.
2. **Current Federal GSA Catalog/Price Book (compact disc – CD) (Section 5.10)**
   Cover page, terms and conditions, table of contents must be included with price pages.
3. **Copy of your GSA Contract (compact disc- CD) (Section 5.10)**
   Documentation of the price, discount and tiers offered must be submitted with the Response.
4. **Purchase Orders or Invoices for Reference (Section 3.9)**
5. **Environmental Requirements (Section 3.10)**
6. **Recycled Content Requirements (Section 3.11)**
7. **Manufacturer's URL Address for dedicated website address (Section 3.12)**

Failure to provide all requested information within the Response may result in rejection of the Response.
Outer packaging shall **clearly state** Bid Title, Bid (solicitation) Number, Bid Opening Date and Time.

3.8.1 Price Sheet

Price Sheet Responses shall be submitted on the Price Sheet Form, Section 6.1.
All pricing shall duplicate GSA price lists and discounts for every item offered.
Reference Prices/Discounts, Section 5.10 and Balance-of-Line Price/Products, Section 5.11.

This document must be uploaded into Respondent's Response within MyFloridaMarketPlace.
Failure to comply with this requirement shall result in disqualification of Response.

3.8.2 Ordering Instructions Form (Section 7.1)

On the Ordering Instructions Form Respondents shall identify persons responsible for answering questions about the Response and administering the Contract, and shall provide information necessary for placing orders under the Contract.
This document must be uploaded into Respondent's Response within MyFloridaMarketPlace.
Failure to comply with this requirement may result in disqualification of Response.

3.8.3 Authorized Dealers & Manufacturer Representatives Form (Section 7.2)

Respondents are required to name at least a minimum of two (2) different servicing dealers for the State of Florida. **Respondents are encouraged to use certified Minority Business Enterprise dealers.**
Reference Authorized Dealers & Manufacturer Representative, Section 5.27.
This document must be uploaded into Respondent's Response within MyFloridaMarketPlace.
Failure to comply with this requirement shall result in disqualification of Response.

3.8.4 Savings/Price Reductions Form (Section 7.5)

Respondents shall submit one (1) accurately completed Savings/Price Reductions Form with their

Response containing the required savings information offered to the State of Florida. The Savings/Price Reductions Form will be submitted electronically using the MFMP Sourcing Tool, per Section 3.5 of the solicitation.
This document must be uploaded into Respondent's Response within MyFloridaMarketPlace.
Failure to comply with this requirement may result in disqualification of Response.

3.8.5 Product List Form (Section 7.6)

The Product List Form is an example of furniture products offered under this ITB which will be available on the State of Florida Office Furniture & Files Contract. Eligible users of this Contract will be able to view the contractors name for each listing checked on the State Purchasing Contract website.
This document must be uploaded into Respondent's Response within MyFloridaMarketPlace.
Failure to comply with this requirement may result in disqualification of Response.

3.8.6 Certification of Drug-Free Workplace Form (Section 7.3)

Respondents shall submit one (1) accurately completed Certification of Drug-Free Workplace Form with their Response certifying the Respondent has a drug-free workplace program. The Certification of Drug-Free Workplace Form will be submitted electronically using the MFMP Sourcing Tool, per Section 3.5 of the solicitation.
This document must be uploaded into Respondent's Response within MyFloridaMarketPlace.
Failure to comply with this requirement may result in disqualification of Response.

3.9 Purchase Orders or Invoices for Reference

All Respondents shall furnish a minimum of three (3) projects sold to "Eligible Users" (see Definitions, Section 3.1) completed in Florida in the last 24 months including the name of the Customer responsible personnel and phone number where this specific type of furniture is installed. Copies of the purchase orders or invoices must be legible and identify the date, Customer, specific furniture type and price. Three (3) purchase orders or invoices **shall be submitted with the mailed Responses** and received by the contact person no later than the Deadline to submit Response. The State of Florida reserves the right to contact the customer regarding the services provided.
Failure to comply with this requirement shall result in disqualification of Response.

3.10 Environmental Requirements

The State of Florida is committed to reducing waste and promoting energy conservation. To that effort, Respondents responding to this ITB are required to meet minimum recycled content standards **AND** to submit information relating to their company's environmental policy and implementation process.

1. Respondents shall submit a detailed environmental policy. This policy shall explain the Respondent's environmental mission and shall include detailed information on initiatives or procedures related to the realization of the environmental mission, for example:

Pollution prevention opportunities	Disposal of solid and/or hazardous waste
Energy conservation	Recycling of scrap
Water conservation	Health and safety issues
Green House Gas (GHG) reductions	Community involvement

   Environmentally preferable products (EPPs) are listed for this Contract on the Florida Climate Friendly Products List, pursuant to Executive Order 07-126, titled "Leadership by Example: Immediate Actions to Reduce Greenhouse Gas Emissions from Florida State Government". Upon award, Contractors will be encouraged to submit a list of their qualifying products for review and posting to the Florida Climate-Friendly Preferred Products List. The current list can be viewed at the following DMS website link:

2. Respondent shall submit any prepared and/or approved documentation or certifications for GSA products submitted in relation to the BIFMA Sustainability Guidelines, BIFMA level ™ Certification from Scientific Certification Systems (SCS), ISO 14001, and EPA Comprehensive Procurement Guidelines.

   If awarded, Respondents shall provide a link to this information on the State Contract Web Page as

described in this Section 5.24, Dedicated State Term Contract Website Requirement.
Environmental Requirements shall be submitted with the mailed Response and received by the contact person no later than the Response Opening Date and Time.
Failure to comply with this requirement may result in disqualification of Response.

3.11 Recycled Content Requirements

Respondent shall confirm that all corrugated cardboard materials and containers used in the packaging and transport of office furniture products will be made with a minimum of 35% recycled material (post-consumer and/.or post-industrial) and meets standard performance requirements. Verification of the recycled material content shall be confirmed in writing by the product supplier or through documented specifications from the product supplier.

Respondent shall identify all product lines (or products) including recycled content and/or post consumer recycled content. Awarded contractor shall provide the content percentage of the recycled materials in the identified product lines no later than 30 days after contract award date.
Recycled Content Requirements shall be submitted with the mailed Response and received by the contact person no later than the Response Opening Date and Time.
Failure to comply with this requirement may result in disqualification of Response.

3.12 Manufacturer's URL Address for Dedicated Website Address

The Department displays contract and product information online for customer's use. Each Contractor shall develop and maintain a State Contract web page on the Internet to post approved contract information. Respondent shall submit the Universal Resource Locator (URL) address for this Contract. This URL link may remain hidden while the responses are under evaluation. Reference Section 5.24, Dedicated State Term Contract Website Requirement for specific requirements.
URL Address shall be submitted with the mailed Response and received by the contact person no later than the Response Opening Date and Time.
Failure to comply with this requirement may result in disqualification of Response.

3.13 Cost Savings Objective

Chapter 2010-151, Laws of Florida, Section 47, provides the following:
Each state agency, as defined in s. 216.011, Florida Statutes, shall review existing contract renewals and reprocurements with private providers and public-private providers in an effort to reduce contract payments by at least 3 percent. It is the statewide goal to achieve substantial savings; however, it is the intent of the Legislature that the level and quality of services not be affected. Each agency shall renegotiate and reprocure contracts consistent with this section. Any savings that accrue through renegotiating the renewal or reprocurement of an existing contract shall be placed in reserve by the Executive Office of the Governor.

In order to achieve this objective, the Department seeks to achieve a cost savings of at least 3 percent when compared to the pricing contained in the Department's most recent state term contract for these commodities. Current and previous contracts can be accessed through the Division of State Purchasing website at:
http://dms.myflorida.com/business_operations/state_purchasing.

3.14 State Objectives

Within thirty (30) calendar days following award of the Contract, if awarded, the successful Respondent shall submit plans addressing each of the State's five (5) objectives listed below, to the extent applicable to the items / services covered by this solicitation.

3.14.1 Diversity

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority- and women-owned business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority- and women-owned businesses with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

It is vital that small, minority, women-owned and veteran-owned business enterprises participate in the State's procurement process as both prime Contractors and Subcontractors under prime Contracts. Small, minority, and women-owned businesses are strongly encouraged to submit replies to this solicitation.

The Contractor shall submit documentation addressing Diversity and describing the efforts being made to encourage the participation of small, minority, women-owned and veteran-owned businesses. Information on Certified Minority Business Enterprises (CMBE) is available from the Office of Supplier Diversity at:

http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

3.14.2 Environmental Considerations

The State supports and encourages initiatives to protect and preserve our environment. The Department encourages the Contractor to submit as part of any response the Contractor's plan to support the procurement of products and materials with recycled content. The Contractor shall also provide a plan for reducing and or handling of any hazardous waste generated by Contractor's company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

3.14.3 Certification of Drug-Free Workplace Program

The State supports and encourages initiatives to keep the workplaces of Florida's Suppliers and Contractors drug free. Section 287.087 of the Florida Statutes provides that, where identical tie bids are received, preference shall be given to a response received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, Respondent shall certify that the Respondent has a drug-free workplace program using the Certification of Drug-Free Workplace form included in Section 7.4 of the solicitation. The Contractor shall describe how it will address the implementation of a drug free workplace in offering the items of the solicitation.

3.14.4 Products Available from the Blind or Other Handicapped (RESPECT)

The State supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.
The Contractor shall describe how it will address the use of RESPECT in offering the items of the solicitation.

3.14.5 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE)

The State supports and encourages the use of Florida correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, F.S., in the same manner and under the same procedures set forth in Section 946.515(2), and (4), F.S.; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org/.

The Contractor shall describe how it will address the use of PRIDE in offering the items of the solicitation.

3.15 Basis for Award

Award shall be made statewide for each manufacturer's office furniture product offering currently available on GSA schedule. The Department intends to award to responsible vendor per brand offering GSA pricing or better. Respondents

whose bids, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible.

The Department reserves the right to make awards as determined to be in the best interest of the State of Florida, and to accept or reject any and all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State of Florida's best interest.

3.16 Special Accommodation
Any person requiring a special accommodation at State Purchasing because of a disability should call State Purchasing at (850) 488-8440 at least five (5) workdays prior to the bid opening. If you are hearing or speech impaired, please contact State Purchasing by using the Florida Relay Service at (800) 955-8771 (TDD).

SECTION FOUR: GENERAL CONTRACT CONDITIONS - PUR 1000 (10/06)

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4.1 Definitions

The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

4.2 Purchase Orders

In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

4.3 Product Version

Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4.4 Price Changes Applicable Only to Term Contracts

If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

4.5 Additional Quantities

For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

4.6 Packaging

Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

4.7 Inspection at Contractor's Site

The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

4.8 Safety Standards

All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

4.9 Americans with Disabilities Act

Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

4.10 Literature

Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

4.11 Transportation and Delivery

Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

4.12 Installation

Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

4.13 Risk of Loss

Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected

product.

4.14 Transaction Fee

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

4.15 Invoicing and Payment

Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

4.16 Taxes

The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

4.17 Governmental Restrictions

If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

4.18 Lobbying and Integrity

Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS.The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the

benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

4.19 Indemnification

The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

4.20 Limitation of Liability

For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of $100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

4.21 Suspension of Work
The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

4.22 Termination for Convenience
The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

4.23 Termination for Cause
The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

4.24 Force Majeure, Notice of Delay, and No Damages for Delay
The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

4.25 Changes
The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

4.26 Renewal
Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

4.27 Purchase Order Duration
Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.
The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

4.28 Advertising
Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

4.29 Assignment
The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any

assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

4.30 Antitrust Assignment

The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

4.31 Dispute Resolution

Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

4.32 Employees, Subcontractors, and Agents

All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

4.33 Security and Confidentiality

The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

4.34 Contractor Employees, Subcontractors, and Other Agents

The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

4.35 Insurance Requirements

During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is

a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

4.36 Warranty of Authority
Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

4.37 Warranty of Ability to Perform
The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

4.38 Notices
All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4.39 Leases and Installment Purchases
Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

4.40 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE)
Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at http://www.pridefl.com.

4.41 Products Available from the Blind or Other Handicapped
Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

4.42 Modification of Terms
The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's

acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

4.43 Cooperative Purchasing

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16) (a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

4.44 Waiver

The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

4.45 Annual Appropriations

The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

4.46 Execution in Counterparts

The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

4.47 Severability

If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

SECTION FIVE: SPECIAL CONDITIONS

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5. 1 Eligible Products
All products offered under this Contract shall be new and unused and in current production - remanufactured or refurbished products are not part of this offering. No series shall be considered for award under this Contract if already awarded or in conflict with another State term contract**. Eligible products include, but are not limited to,**

Office Furniture	**Lateral, Vertical and Fireproof Steel Files**
Dispatch/911 Furniture	**Conference or Training Tables**
Mail Processing Furniture	**Conference or Training Chairs**
Map Files	**Storage and Presentation Accessories**
Reception Desks	**Single & Multiple Seating Units**
Sofas & Loveseats (Public Areas)	**Occasional Tables**

The Department reserves the right to require Respondents to submit samples of the proposed products before making a final determination of acceptability.

5. 2 Exclusions
The following items are specifically excluded and not within the scope of this Contract:

- Art work
- Decorative lamps and accessories

5.3 Qualifications
Only Responses submitted by product manufacturers will be considered for evaluation. Respondents must have the capability to provide products and services in accordance with the solicitation documents. Contract orders may be directed to a manufacturer's representative or to servicing dealers, but only those Responses signed and presented by the product manufacturer will be considered for contract award.

5.4. Doing Business with the State – Other State Agencies Requirements
Vendors doing business with the State of Florida are required to register in the MyFloridaMarketPlace (MFMP) system. In addition, to conduct business in Florida, a vendor must register/obtain licenses with particular state agencies such as the Department of State, Division of Corporations, the Department of Revenue, and the Department of Financial Services. To review these requirements, click on the following link:
http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/mfmp_vendors/vendor_toolkit/doing_business_with_the_state_of_florida

5.5 Ethical Business Practices
Contractor shall work in partnership with the State to ensure a successful and valuable contract, and ethical practices are required of State employees, Contractors, and all parties representing the contractor. All work performed under this Contract will be subject to review by the Inspector General of the State of Florida, and any findings suggesting unethical business practices may be cause for default proceedings and/or contract termination. **Reference General Contract Conditions, PUR 1000, Lobbying and Integrity, Section 4.18 for additional requirements.**

5.6 Sales Requirement
Sales will be reviewed on a quarterly basis. Should **no** sales be recorded in two consecutive contract quarters, the Contractor may be placed in probationary status or may be subject to termination for convenience.

5.7 Quarterly Contract Sales Summary Requirement
The Contractor is required to provide Quarterly Contract Sales Summary reports to the Contract Manager. Reports shall include:

- Contractor's Name
- Reporting Period

- Total dollar value of purchases per quarter differentiating between Eligible User types, State Agencies and Political Subdivisions.
- Listing total dollar of Environmentally Preferred Products sales and contract sales through Certified Minority Business Enterprises.

Initiation and submission of the Contract Sales Summaries are to be the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor will submit the completed Contract Sales Summary forms by email to the Contract Manager as stipulated. The Department shall distribute, in electronic format, the Contract Sales Summary forms to be used by the Contractor upon Contract Formation, Section 2.17.
The Department reserves the right to require Contractors to submit more detailed reports as necessary.
Reference General Contract Conditions, PUR 1000, Transaction Fee, Section 4.14 for reporting requirements.

Failure to provide a quarterly report, including no sales, within thirty (30) calendar days following the end of each quarter may result in the default proceedings and/or termination of the Contract by the Department.

5.8 Purchasing Card Program
The State of Florida and numerous Eligible Users have adopted and implemented various Purchasing Card programs using different universal card formats (e.g., American Express, MasterCard, and Visa). Accordingly, the Contractor and the Manufacturer's authorized Dealers must have the ability to accept universal card format Purchasing Cards, including American Express, MasterCard, and Visa, during the Contract term. Contractors and Manufacturer's authorized Dealers may receive payments from Eligible Users by universal card format Purchasing Cards in the same manner as other credit / debit card purchases. Universal card format Purchasing Cards (e.g., American Express, MasterCard, and Visa) acceptance is mandatory, but is not the exclusive method of payment (e.g., Purchase Order). The method of ordering and payment (e.g., Purchase Order, Purchasing Card) shall be selected by the Eligible User.

The Eligible User will not fill out any Contractor or Manufacturer's authorized Dealer forms or separate contracts in association with the Contractor or Manufacturer's authorized Dealer accepting a Purchasing Card payment. Contractors and Manufacturer's authorized Dealers are not allowed to charge a fee for accepting a Purchasing Card payment. Surcharges or convenience fees are prohibited. On-line billing or payment systems maintained by the Contractor, Manufacturer's authorized Dealer, or their respective agent will not store the card holder's name, account number, and expiration date for re-use. Card holders will provide the Contractor or Manufacturer's authorized Dealer, as applicable, with card account information at each Purchasing Card transaction.

5.9 Preferred Price Compliance
In accordance with Chapter 2010-151, Laws of Florida, Section 48(2), the Contractor is required to submit, at least once during each year of the Contract, an Affidavit from an authorized representative of the Contractor attesting that the Contract is in compliance with Section 4.4(b), Best Pricing Offer. Contractor's failure to comply with Section 4.4(b) may be grounds for terminating the Contract, at the Department's sole discretion. The Department shall distribute the Affidavit form to be used by the Contractor upon Contract Formation, Section 2.17.

5.10 Prices/Discounts

All pricing shall duplicate GSA price lists and discounts for every item offered.
Prices shall be submitted in the form of:

1.) A discount off manufacturer's current published price list **with the GSA-approved discount structure or better, in effect at the time of bid opening.** A copy of your GSA Contract verifying the price and discount offered must be submitted with the Response.

AND

2.) **The published GSA discounted price lists**, in effect at the time of bid opening.

Adjustments to address a difference between the GSA industrial Funding Fee and the MyFloridaMarketPlace Transaction Fee may be listed on the Price Sheet as a percentage of the total applicable charge, and shall not exceed the exact difference of the two fees (.25%).
Reference General Conditions (PUR 1000), Section 4.14 Transaction Fee Reports for additional information.

Reference Special Instructions to Respondents, Price Sheet, Section 3.8.1.
Reference Special Conditions, Contract Revisions, Section 5.23 for price adjustments.

5.11 Balance-of-Line Price/Products

Contractor may offer additional products, parts or items for series that have not been included on the Contractor's GSA Contract but expand additional offering and options to the State of Florida. Any Balance-of-Line series or products approved by GSA during the contract term must be submitted to the State for consideration or remove them from the Balance-of-Line category. Balance-of-Line items may be added or removed during the contract term and the process will not impact your GSA product offering on the state term contract.

Pricing submitted for Balance-of-Line items shall be within 5% of the discount offered for similar items already on the current contract. The request to increase prices for Balance-of-Line must meet the criteria for an Equitable Adjustment. The only price increases considered outside of GSA modifications (for approved products) are Equitable Adjustments.
For more details on the Equitable Adjustment process, please reference (General Conditions (PUR 1000) Section 4. Price Changes Applicable only to Term Contracts, paragraph (e) Equitable Adjustments: http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contracts_agreements_and_price_lists/state_term_contracts/furniture_office_and_files.

The Department reserves the right to accept or reject any balance of line items submitted for the Contract. This provision is not intended to allow an abundance of non-GSA approved items on the Contract. The majority of items approved on this Contract for any Contractor should be GSA approved items.

5.12 Fill-In Pricing

The Contractor must honor "fill-in" orders at the same pricing and discount for 90 days after substantial completion of a single job, delivered to a single location.

5.13 Addition/Deletion of Vendors and Products Offered

The Department reserves the right to add or delete products, and delete vendors, within 180 days after such action by GSA, as published in the Federal Supply Schedule and all "Supplements".

5.14 Quantity Discounts

Contractor is encouraged to offer additional discounts for one time delivery of large single orders of any assortment of items.

5.15 Delays & Complaints

Delivery delays and service complaints will be monitored on a continual basis. Documented inability to perform under the conditions of the Contract (via the established Complaint to Vendor process (PUR 7017)) may result in default proceedings and/or contract termination.

5.16 Compliance with Laws

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for contract termination.

5.17 Conformance to Codes

The installing dealer shall be responsible for verifying furniture space plan/configuration fits the given space and all aisles and openings and doors meet the local fire and safety codes and are in conformance with ADA regulations. Also, upon the request of the Department or Customer, the Contractor shall be responsible for providing written verification of their product's conformance to current fire and flammability codes, as regulated by the State of Florida.

5.18 Delivery Requirements
The delivery requirements below are specific to this contract. Reference General Contract Conditions, PUR 1000, paragraph 4.11 for additional information.

Delivery and shipping costs shall mirror charges as approved by GSA. All charges for freight, delivery, and installation shall be noted on the Price Sheet(s), Section 6.1. The Department reserves the right to reject any additional charges.

Delivery of all contract items (with the exception of special finish, custom fabric, or customized orders) is required within 90 days from receipt of purchase order containing complete ordering information (contract number, commodity number, item description, manufacturer's model number and street delivery address (not Post Office Box)). **It is highly recommended that the Agency confirm receipt of the Purchase Order with the manufacturer and servicing dealer. If orders are sent directly to the manufacturer, the servicing dealer may not always be aware of pending orders and the time frame.** Any known factors (including vacation period, factory inventory, etc.) that may disrupt this delivery schedule must be clearly presented to the Customer along with the specific information on how orders will be processed during such periods. Delay in delivery beyond the time specified must be justified to the ordering agency, in writing, and if required, the Contractor shall provide temporary furniture on a rent-free basis. Furthermore, items not delivered within the required delivery schedule may result in the Contractor being found in default by the Department in accordance with contract conditions.

5.19 Delivery/Installation Recommendations for Steel Files
The stability of steel files is assured if they are properly installed and loaded, therefore **THE STATE OF FLORIDA HIGHLY RECOMMENDS** users to consider purchasing steel files **"DELIVERED AND INSTALLED"** from the approved manufacturer.

If steel files are ordered "Drop-ship" or "Delivered Not Installed"; it is highly recommended that the user note on the order to the Contractor or servicing dealer that a delivery carrier must be equipped with a way to remove the files from the truck (see "Drop-ship" or "Delivered Not Installed" under Section 3.1 Delivery Methods – Definitions of Terms).

Follow the instructions that are shipped with the files to ensure that they are properly installed to provide safe performance. Instructions should include information about leveling files and ganging files together. Counterbalance for lateral file units is recommended unless cabinets are ganged from most manufacturers. There may be an additional charge for counterbalance.

5.20 Installation Costs/Reconfiguration
Installation charges shall be listed as a per-item fee, percentage of price fee, or negotiable on the price sheets. Installing agent shall be responsible for receipt, inspection, and assembly of items at the location listed on the purchase order. The installation charges shall also apply to any required reconfiguration of systems furniture during the term of the contract.

5.21 Space Planning/Design Fees
Space planning fees for systems and modular furniture shall be listed as an hourly fee, percentage of price fee or negotiable per project on the price sheet. Customer shall approve space planning or design fees in writing prior to any services being performed by the Contractor or servicing dealer.

5.22 Change Orders
Issuance of a purchase order under a contract resulting from this Response is a binding agreement. Purchasers should carefully check the accuracy of the order. Change orders or revisions are thereafter subject to the following:

- All requests for changes must be submitted in written form or entered in the Ariba System (per format of the purchase order). Changes in the number of units (additions or deletions), commodity number, description, features of colors can only be made subject to the approval of the Contractor.
- Changes or revisions in the method of delivery or the designated delivery destination can only be made subject to the approval of the Contractor.
- Multiple delivery points must be clearly indicated on the purchase order. When multiple delivery locations are required, enter "See Below" in the "Ship To" box on the purchase order. List delivery locations and

instructions in the body of the purchase order, as well as the commodity number and quantity for each location.

- Orders may be cancelled ONLY by obtaining approval from the Contractor, and may be subject to a 25% (or greater) re-stocking fee, plus freight charges. Most furniture orders are considered custom and cannot be cancelled or returned.

5.23 Contract Revisions

Revisions to the contract are allowed during the term of the contract. Any revisions to the originally approved contract information **must** be authorized in writing by the Department prior to implementation. A contract revision authorization form will be sent to awarded Contractors and must be submitted with any request to revise pricing and/or terms,ordering instructions, or servicing dealer listing. Any **GSA revision of pricing and products shall** be submitted to the Department with the Department reserving the right to accept or reject within 30 days, or cancel the Contract. **Any increase shall not become effective until approved by the Department.** The Department reserves the right to reject items offered whose discounts are less favorable than those offered to other entities in the State (i.e., city or county contracts), and reject items that do not offer the best value to the State.

PRICE OR PRODUCTS CHANGES

New or revised price lists or additional/deleted products may be considered for addition/deletion to the contract after GSA approval. All requests must include the following:

1. Contract Revision/Authorization Form (may submit one form for all requests).
2. Revised Price Sheet Form. Any line item not completed, example -installation or space planning fees, we assume no charges are incurred for Customers.
3. Copy of the Federal GSA Modification approving any price changes or adjustments, add/deletion of products – in its entirety. All pages, attachments and letters referenced in the modification must be included in your request.
4. Current manufacturer published price list/book consistent with GSA Contract referenced in the GSA modification- compact disc format (CD). Cover page, terms and conditions, table of contents must be included to confirm pricing.
5. Manufacturer's current Federal GSA Catalog (if it's applicable and you are submitting a new GSA Contract during this contract) - compact disc format (CD). Cover page, terms and, table of contents must be included to document GSA discount and tiers.
6. Literature of product or series requested for addition.

SERVICING DEALER CHANGES

Addition or deletions of servicing dealers may be requested at any time during the Contract. All requests must include the following:

1. Contract Revision/Authorization Form (may submit one form for all requests).
2. Letter or email information from the manufacturer requesting addition/deletion of the dealer(s).
3. Updated Distributor Template – if they will be receiving orders on behalf of the manufacturer in MyFloridaMarketPlace (MFMP). See Authorized Dealers and Manufacturer Representative Form for additional information. (Section 7.2)

ORDERING INSTRUCTION CHANGES

Changes to the Ordering Instructions may be requested at any time during the contract effective dates. All requests must include the following:

1. Contract Revision/Authorization Form (may submit one form for all requests).
2. Letter or email information from the manufacturer clarifying the requested change - if needed.
3. Revised Ordering Instructions Form

5.24 Dedicated State Term Contract Website Requirement

The contract resulting from this ITB will become a public document. The Department is using the Florida Communities Network (FCN) on the Internet World Wide Web (WWW) to distribute contract and product information to users of State Term Contracts outside of MyFloridaMarketPlace (MFMP).

The Department shall link the Contractor's web page and Price Sheet (Section 6.1) to the contract site: http://dms.myflorida.com. Approved revised Price Sheet(s) from the Contractor will be sent to the Contract Manager in Microsoft Word version for posting to the contract site.

Contractors shall develop and maintain a State Contract Web Page on the Internet WWW to post approved contract information to enable access to and ordering of Customers' specific items. The Contractor's web page will be linked from the State Contract website and dedicated to the State of Florida Contract. Contractors are responsible for maintaining the contract information below through their State Contract Web Page for the life of the contract.

Each Contractor's State Contract Web Page must include the following information:

- Ordering Instructions
- Authorized Servicing Dealers & Manufacturer Representative
- Commercial Price Book or GSA Price Book, PDF or HTML
- Environmental Requirements
- Recycled Content Requirement
- Additional links may be included to access additional product literature, the Contractor's home page, or any other pertinent information.

Any revisions to the originally approved contract information **must** be authorized in writing by the Department prior to implementation. If unauthorized information is discovered within the site, the contract link may be immediately suspended until the information is appropriately revised, or until the contract is terminated. **Except in the event of unforeseen technological interruptions or forces of nature, continued disruption of service or inadequate access may be grounds for default proceedings and/or contract termination.**
Final award is contingent on completion of submitted Universal Resource Locator (URL) for the State Term Contract Web Page. See Event Timeline.

5.25 MyFloridaMarketPlace (MFMP) Electronic Catalog Requirement.
The MyFloridaMarketPlace ("MFMP") third-party service provider is responsible for converting Contract catalog information into a format supported by the system. To accomplish this conversion, the Contractor, if requested, shall provide certain information in electronic format directly to the service provider (Note: This format is generally Microsoft Excel™.).

Within ten (10) business days of written notice from the MFMP service provider, Contractor shall provide all information necessary to facilitate electronic purchases from this Contract. Such information may include, but is not limited to, Contractor Name, Manufacturer / Brand Name, SKU, Commodity Description, unit of measure. Contractor shall provide this information in the format required by the MFMP service provider. No costs or expenses associated with providing this information shall be charged to the State, Department, Eligible Users, or MFMP service provider. With the Contractor's timely assistance, the MFMP service provider shall create and maintain web-based placement of the requested Contract information.

Final award is contingent on completion of and submittal of MyFloridaMarketPlace electronic catalog. See Event Timeline.

5.26 Requirements of Contractors

- Printed paper copies of this contract will not be automatically distributed to contractors or users. Contractors can view their current contract through the State Purchasing website at http://purchasing.state.fl.us.
- Color brochures and fabric/finish cards must be provided to all users upon request.
- All price lists and literature will be provided at no charge to the Department or Customers.
- The Department shall review and approve all literature, price lists, and promotional materials before distribution to agencies and political subdivisions.

Failure to comply with these requirements may result in default proceedings and/or contract termination.

5.27 Authorized Servicing Dealers and Manufacturer Representative
Contractors are required to name at least a minimum of two (2) different servicing dealers for the State of Florida. **Contractors are encouraged to use certified Minority Business Enterprise dealers.** It is the Contractor's responsibility to insure that all customers will be given equal representation and service with the approved dealers. Each dealer named will be responsible for delivery and installation of products, as well as providing needed assistance to Eligible Users, as defined in Special Instructions, Eligible Users, Section 3.1. All servicing dealers participating in this contract are required to register in MyFloridaMarketPlace if they will be receiving orders on behalf of the manufacturer.

5.28 Intellectual Property
The parties do not anticipate that any Intellectual Property will be developed or created as a result of the Contract. However, in such case as it is developed or created, any Intellectual Property developed or created as a result of the Contract will belong to and be the sole property of the State of Florida. This provision will survive the termination or expiration of the Contract.

5.29 Warranty
All equipment including material used therein shall be warranted by the Contractor against mechanical, electrical, and workmanship defects. In the event defects become evident within the warranty period, the Contractor shall either repair or replace the defective parts and materials at no additional cost to the Customer. The Contractor shall be liable to the Customer for supply of information and material necessary for mandatory revisions determined by the manufacturer at no additional cost to the Customer for the duration of the warranty period. The duration of this full parts warranty period shall be at least 5 years (except for fabric and pneumatic cylinders, which shall be warranted for a minimum of 1 year), or the manufacturer's standard warranty period, whichever is longer. The warranty period shall start with the date of equipment acceptance and shall be extended to include times during which the equipment is out of service for warranty repair. The warranty shall apply to all equipment provided under this contract.

5.30 Insurance, Worker's Compensation
The Contractor shall take out and maintain during the life of this agreement, Worker's Compensation Insurance for all of his employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workmen's Compensation statute, the Contractor shall provide, and cause each sub-contractor to provide, adequate insurance, satisfactory to the Customer, for the protection of his employees not otherwise protected.

INSURANCE, CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE
The Contractor shall take out and maintain during the life of this agreement COMPREHENSIVE GENERAL LIABILITY AND COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE as shall protect him from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this agreement whether such operations are by himself or by anyone directly or indirectly employed by him, and the amount of such insurance shall be the minimum limits as follows:

A. CONTRACTOR'S COMPREHENSIVE GENERAL LIABILITY COVERAGES, BODILY INJURY & PROPERTY DAMAGE	$300,000.00 Each Occurrence, Combined Single Limit
B. AUTOMOBILE LIABILITY COVERAGES, BODILY INJURY & PROPERTY DAMAGE	$100,000.00 Each Occurrence, Combined Single Limit

Insuring clause for both BODILY INJURY and PROPERTY DAMAGE shall be amended to provide coverage on an OCCURRENCE BASIS

SECTION SIX: PRICE SHEET

CONTENTS:

6.1 Price Sheet

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ITB No. 17-425-001-F, Office Furniture and Files			
Section 6.1 Price Sheet			
Respondent's Name:			
Respondent's Brand Name:			
Price List Name / Number / Date (be specific):			
Series Bid: Each series shall be listed separately by name and/or number.			
Quantity Discount Tiers[1]	**GSA Discount[2] (##.##%)**	**State of Florida Discount Offered[3] (##. ##%)**	**State of Florida Offer Status[4]**
[Example: $0 - $5,000]	50.00%	49.75%	**Compliant**
[Example: $5,000 - $10,000]	50.00%	49.00%	**Non-Compliant**
[Example: $10,000 - $25,000]	50.00%	50.25%	**Compliant**
			Compliant
			Compliant
			Compliant
			Compliant
			Compliant
			Compliant
			Compliant
Additional Quantity Discounts:			
[List additional discounts applicable to any Single Order of any combination of awarded contract items to be delivered at one time to one destination.]			

Balance-of-Line Price/Products (if applicable):
[List Product Names, Price List/Name/Number/Date (be specific) and discounts.]
Installation:
[Charges may be listed as cost per item, % of net cost of items, or negotiable per project. List any installation charges.]
Space Planning / Design Fees:
Fees may be listed as an hourly fee, percentage of price fee, or negotiable per project. List space planning / design fees.]
Shipping / Delivery Costs:
[If there are additional costs not already listed in the basic discount price, please detail those here.]
Section 6.1. Notes:
1 - Quantity Discount Tiers: Enter the list quantity discount tiers as approved in your GSA Contract.
2 - GSA Discount (##. ## %): Enter the GSA Discount including Industrial Funding Fee. Percentages provided in the template form are examples and can be replaced with your contract discount information.
3 - State of Florida Discount Offered (##. ## %): Enter the State of Florida Discount offered including Transaction Fee (Fixed Discount). See Section 5.10 Price/Discount
4 - State of Florida Offer Status: For each Discount Tier, enter the State of Florida Discount offered (including Transaction Fee). The discount must be no less than 0.25% below the GSA Discount including Industrial Funding Fee. Compliance / Non-Compliance status will be automatically calculated and displayed. See Section 5.10 Price/Discount
Any additional charges or fees <u>must be</u> noted on this form <u>OR</u> the State expects that there are no charges.
PLEASE DUPLICATE ON ADDITIONAL TABS IF NEEDED.

SECTION SEVEN: FORMS

CONTENTS:

7.1 Ordering Instructions Form
7.2 Authorized Servicing Dealer & Manufacturer Representatives Form
7.3 Certification of Drug-Free Workplace Program
7.4 Quarterly Sales Report Form
7.5 Savings/Price Reductions Form

7.6 Product List Form
7.7 Response Preparation Checklist

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ITB No. 17-425-001-F Office Furniture and Files	
Section 7.1 Ordering Instructions Form	
Respondent Information	
RESPONDENT NAME:	[Enter Respondent's Name]

RESPONDENT FEID NO.:	[Enter Respondent's Federal Employer Identification Number]
MFMP / SPURS VENDOR NO.:	[Enter Respondent's MFMP / SPURS Vendor Number, if Known]
STREET ADDRESS:	[Enter Respondent's Street Address]
CITY, STATE and ZIP:	[Enter Respondent's City, State and ZIP]
INTERNET ADDRESS:	[Enter Respondent's Internet Address]
TELEPHONE NO.:	[Enter Respondent's Main Telephone Number]
TOLL-FREE NO.:	[Enter Respondent's Main Toll-Free Telephone Number, if Available]
FAX NO.:	[Enter Respondent's Main Fax Number]
Person Responsible For Administering The Contract	
NAME:	[Enter Contact's Name]
TITLE:	[Enter Contact's Title]
STREET ADDRESS:	[Enter Contact's Street Address]
CITY, STATE and ZIP:	[Enter Contact's City, State and ZIP]
E-MAIL ADDRESS:	[Enter Contact's E-Mail Address]
TELEPHONE NO.:	[Enter Contact's Telephone Number]
TOLL-FREE NO.:	[Enter Contact's Toll-Free Telephone Number, if Available]
CELL PHONE NO.:	[Enter Contact's Cell Phone Number (Optional)]
FAX NO.:	[Enter Contact's Fax Number]
Ordering and Remit-To Information Please provide information where Customers should direct orders. You must provide a regular mailing address and email address. If equipped to receive purchase orders electronically, you may also provide an Internet Address.	
REMIT-TO:	[Enter Respondent's Remit-To Name] Or Enter "See Servicing Dealer List"
REMIT-TO STREET ADDRESS:	[Enter Respondent's Remit-To Street Address]
REMIT-TO CITY, STATE and ZIP:	[Enter Respondent's Remit-To City, State and ZIP]
REMIT-TO EMAIL and/or INTERNET ADDRESS:	[Enter Respondent's Remit-To Email and/or INTERNET Address]
Note: Please make sure the Ordering Instructions information provided above matches the MyFloridaMarketPlace ("MFMP") Vendor Registration account information (http://vendor.myfloridamarketplace.com/).	
PLEASE DUPLICATE ON ADDITIONAL TABS IF NEEDED.	

ITB No. 17-425-001-F Office Furniture and Files	
Section 7.2 Authorized Servicing Dealer & Manufacturer's Representatives Form	
Servicing Dealer Information	
DEALER NAME:	[Enter Dealer's Name]
DEALER FEID NO.:	[Enter Dealer's Federal Employer Identification Number]
MFMP / SPURS VENDOR NO.:	[Enter Dealer's MFMP / SPURS Vendor Number, if Known]
STREET ADDRESS:	[Enter Dealer's Street Address]
CITY, STATE and ZIP:	[Enter Dealer's City, State and ZIP]
INTERNET ADDRESS:	[Enter Dealer's Internet Address]
TELEPHONE NO.:	[Enter Dealer's Main Telephone Number]
TOLL-FREE NO.:	[Enter Dealer's Main Toll-Free Telephone Number, if Available]
FAX NO.:	[Enter Dealer's Main Fax Number]
Manufacturer Representation	
MANUFACTURER'S REPRESENTATIVE NAME:	[Enter Manufacturer's Representative Name]
TITLE:	[Enter Manufacturer's Representative Title]
STREET ADDRESS:	[Enter Manufacturer's Representative Street Address]
CITY, STATE and ZIP:	[Enter Manufacturer's Representative City, State and ZIP]
E-MAIL ADDRESS:	[Enter Manufacturer's Representative E-Mail Address]
TELEPHONE NO.:	[Enter Manufacturer's Representative Telephone Number]
TOLL-FREE NO.:	[Enter Manufacturer's Representative Toll-Free Telephone Number, if Available]
CELL PHONE NO.:	[Enter Manufacturer's Representative Cell Phone Number (Optional)]
FAX NO.:	[Enter Manufacturer's Representative Fax Number]
GORAPHIC AREA OF TERRITORY:	[Enter Manufacturer's Representative Geographic Area of Territory]
NOTES:	
Note: Please make sure the Ordering Instructions information provided above matches the MyFloridaMarketPlace ("MFMP") Vendor Registration account information (http://vendor.myfloridamarketplace.com/).	
PLEASE DUPLICATE THIS FORM ON ADDITIONAL TABS AS NEEDED	

Certification of Drug-Free Workplace: Section 7.3

Section 287.087 of the Florida Statutes provides that, where identical tie bids are received, preference shall be given to a bid received from a bidder that certifies it has implemented a drug-free workforce program. Please sign below and return this form to certify that your business has a drug-free workplace program.

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 Subsection (1).

4) In the statement specified in Subsection (1), notify the employees, 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 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 of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. False statements are punishable at law.

BIDDER'S NAME: _____

By: _____

Authorized Signature Print Name and Title

Section 7.4

Quarterly State Term Contract Sales Summary Report

Vendor Name:	FEID#:
Contact Person:	Phone Number: Email:
Contract Title:	Contract #:

Fax or Email form to: Brenda Wells Fax: 850-414-6122 Email: brenda.wells@dms.myflorida.com

Report reflects all sales for the ***20xx*** ***(YEAR)*** *CALENDAR QUARTER:* Check One

☐ Quarterly Period Ending **March 31st**	☐ Quarterly Period Ending **June 30th**
☐ Quarterly Period Ending **September 30th**	☐ Quarterly Period Ending **December 31st**

ENTITY	TOTAL DOLLARS
STATE AGENCIES: Report dollar amount sold to all State Agencies.	$ _____
POLITICAL SUBDIVISIONS: Report dollar amount sold to other Political Subdivisions [including but not limited to, Counties, Cities, Schools, Universities, Colleges and Utilities].	$ _____
Environmentally Preferred Products Report dollar amount sold to agencies: Report dollar amount sold to political subdivisions:	$ _____ $ _____
GRAND TOTAL:	$ _____

Under penalties of perjury, I declare that this is a true and accurate report of all sales due under the terms and conditions of this state term contract for the specified quarterly reporting period.

AUTHORIZED TYPED SIGNATURE: _____

AUTHORIZED ELECTRONIC SIGNATURE: _____

Notes:
1) A quarterly report is required even if there are no sales for the specified quarter; please enter zero dollars where applicable.
2) This form is for the reporting of quarterly sales only. It is not related to reporting and payment of vendor transaction fees.
3) To enter electronic signature, click text box, click "Insert" (on tool bar), select "picture", and select picture type to paste or enter signature.
4) For information concerning the use of this form, please contact the Contract Administrator named above.

(Rev. 7/15/08)

Quarterly State Term Contract Sales Summary Report

Commodity/service Category (as listed on the Contract	Agency\Eligible User	Quantity Sold	P-Card Payments	P. O./D. O. Payments	Total Sales

Detail by commodity/service category, and/or by customer.
May be formatted to accommodate company reporting system.

SAVINGS/PRICE REDUCTIONS: Section 7.5

Invitation to Bid (ITB) No. _____

Respondent is required to furnish the percent (%) savings in prices offered compared to retail, list, published or other usual and customary prices that would be paid by the purchaser without benefit of a contract resulting from this bid.

DATE _____

COMPETITIVE PRICES OFFERED AVERAGE _____ % SAVINGS.

HOW CAN WE VERIFY THE CLAIMED SAVINGS (example: retail or other usual and customary prices published at [url], or other source of benchmark prices)?

_____

_____

_____

AUTHORIZED SIGNATURE: _____

TELEPHONE NUMBER: _____

RESPONDENT NAME:_____

IF CONTRACT AWARDED, STATE PURCHASING ANALYST/SPECIALIST TOOK THE FOLLOWING STEPS TO VERIFY SAVINGS:

_____

_____

_____

_____

WHAT WERE THE RESULTS? _____

PURCHASING ANALYST/SPECIALIST: _____

PUR 7064 (Rev 2/04)

PRODUCT LIST FORM: Section 7.6

The Product List Form is an example of furniture products offered under this Solicitation which will be available on the State of Florida Office Furniture and Files Contract. Please check the products you offer.

MANUFACTURER NAME: _____

SYSTEMS FURNITURE

- ☐ Open Office Systems Furniture
- ☐ Desking Systems
- ☐ Communications Ctr. Workstations
- ☐ Stacking Open Office Systems
- ☐ Floor-to-Ceiling Partitions
- ☐ Computer Stations

TECHNOLOGY/RISK MANAGEMENT

- ☐ Dispatch/911
- ☐ LAN Furniture
- ☐ WAN Furniture
- ☐ Server Racks
- ☐ Lateral Files-Metal
- ☐ Keyboard Supports
- ☐ Cable Management
- ☐ CAD Workstations
- ☐ Adjustable Height Work Surfaces
- ☐ Ergonomic Accessories

FILES/STORAGE

- ☐ Lateral Files - Steel
- ☐ Vertical Files - Steel
- ☐ Lateral Files-Wood
- ☐ Vertical Files-Metal
- ☐ Vertical Files-Wood
- ☐ Fireproof Files
- ☐ ADP/Data Storage
- ☐ Metal Storage Cabinets
- ☐ Plan Storage
- ☐ Media Storage
- ☐ Shelving/Personal Storage
- ☐ Conference Storage & Training Storage

SEATING

- ☐ Ergonomic Seating
- ☐ Task Seating
- ☐ Multi-Shift Seating
- ☐ Big & Tall Seating
- ☐ Big & Tall Multi-Shift
- ☐ Executive Seating
- ☐ Side Chairs
- ☐ Lounge Seating
- ☐ Training Room Seating
- ☐ Stack Chairs
- ☐ Multi-Purpose Seating
- ☐ Wood Seating
- ☐ Conference or training chairs

CASEGOODS

- ☐ Executive Wood Office Furniture
- ☐ Laminate Office Furniture
- ☐ Metal Office Furniture
- ☐ Computer Desks
- ☐ Laminate Bookcases
- ☐ Wood Files
- ☐ Wood Bookcases

CONFERENCE/TRAINING /PUBLIC AREA

- ☐ Training Tables
- ☐ Wood Conference Tables
- ☐ Occasional Tables
- ☐ Laminate Conference Tables
- ☐ Laminate Conference Accessories
- ☐ Presentation Accessories
- ☐ Computer Training Tables
- ☐ Multi-Purpose Tables
- ☐ Audio/Visual Accessories
- ☐ Reception Desks

☐Map Files
☐Mail Processing Furniture
☐Sofas & Loveseats
☐Single & Multiple Seating Units

Response Preparation Checklist: Section 7.7

The Response Preparation Checklist is a guide to assist Respondents in verifying the completeness of their response. The Response Preparation Checklist ***does not*** relieve the Respondent of the responsibility of ensuring that all requirements of this solicitation are included with submittal of Response.

The following section pertains to the electronic portion of the response that will be submitted via the MyFloridaMarketPlace Sourcing Tool:

_____ Reviewed the MyFloridaMarketPlace Sourcing Tool Online Training Guide.

_____ All documents requiring a Yes/No answer have been fully read and answered.

_____ All required documents have been fully completed and uploaded into Respondent's response. **(Price Sheet(s), Ordering Instructions, Authorized Dealers & Manufacturer Representatives, Savings/Price Reduction, Product List, and Certification of Drug-Free Workplace Form)**

_____ Submitted all questions to the MyFloridaMarketPlace Q&A Board, no later than date and time listed in Section 1.2 Event Timeline.

_____ Viewed answers to submitted questions as posted in addendum to solicitation.

_____ Submitted the electronic portion of the response using the MyFloridaMarketPlace Sourcing tool.

The following section pertains to the portion of the response that must be received by the contact person below no later than date and time listed in Section 1.2 Event Timeline.

_____Dedicated Website URL Address
_____ Purchase Orders or Invoices
_____Environmental Requirements
_____Recycled Content Requirements
_____ Federal GSA Catalog /Price Book (CD format)
_____ Current Price Book (CD format)
_____ GSA Contract (copy)

Contact Person: **Brenda Wells, CPPB, FCPM, FCPA, FCCM**
Purchasing Analyst, Team Lead
Department of Management Services
Division of State Purchasing
4050 Esplanade Way, Suite 370
Tallahassee, FL 32399-0950

Outer packaging shall clearly states the Response Title, Number, Opening Date and Time along with Respondent's Name and Address.

ADDENDUM NO. 1

State of Florida
Department of Management Services

INVITATION TO BID ("ITB")
17-425-001-F
Office Furniture and Files

January 11, 2011

The Department hereby answers Questions posted by interested Vendors, and provides additional guidance for completing Price Sheets. Unless expressly indicated, the answers included herein do not amend the terms of the solicitation documents.

Failure to file a protest within the time prescribed in §120.57(3), Florida Statutes, or failure to file a bond or other security within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes

Please Note: This addendum does not need to be returned with the Response.

Question No. 1 Due to restructuring within our company, our current GSA contract is scheduled to expire this year. However, our parent company intends to secure a new GSA contract under the parent company's name and FID #. If awarded a contract with the State of Florida, are we able to transfer the Florida contract to the new GSA contract awarded to our parent company at the prices on the new GSA contract?

Answer No.1. Awarded Contractors may request revisions at any time during the contract term in accordance with Prices/Discount, Section 5.10, Addition/Deletion of Vendors and Products Offered, Section 5.13 and Contract Revisions, Section 5.23.

Question No. 2 Can a vendor/manufacturer be included on 2 contracts? Example: if a vendor has an E&I contract which does not include conferencing and desk, will this vendor be able to submit those products on this contract? Thanks

Answer No. 2 Yes, a vendor can be included on two contracts; however, the products must not be in conflict. Please reference Basis for Award, Section 3.15 and Eligible Products, Section 5.1.

Question No. 3 Good afternoon, I would like to respond to this bid, however, I do not see anywhere in this package an itemized list indicating product, descriptions and quanitities. Will there be a separate addendum?

Answer No. 3 No. The contract resulting from this solicitation is a state term contract and will be used for many projects throughout the state. Specific project requirements will be provided by contract customers, per project. Please reference Introduction, Section 1.1.

Question No. 4 I notice that only Manufacturers who hold a GSA Contract can submit a bid. Does the GSA Contract held at the time of submitting a bid have to remain in effect for the entire term of the Florida Contract?

Answer No. 4 Awarded Contractors may request price and product changes at any time during the contract term in accordance with Prices/Discount, Section 5.10, Addition/Deletion of Vendors and Products Offered, Section 5.13 and Contract Revisions, Section 5.23.

Question No. 5 I am requesting that the deadline for questions be extended. This bid was issued just before Christmas break and many of the manufacturers I represent are just getting back as they

were closed the last two weeks. Another few days to a week would be helpful to be sure we have reviewed and asked all relevant questions.

Answer No. 5 The Event Timeline is comparable to previous solicitations for this commodity. The Department does not intend to amend the timeline.

Question No.6 As a continuation of my question on GSA Pricing- our current GSA catalog is out of date (and) has several line items that are obselete. The new GSA catalog has several new line items - we would like to submit the new price list as the basis for our bid, even though it has not been approved by GSA yet (should be within a month). Can we do that?

Answer No. 6 The Basis for Award, Section 3.15, specifies products currently available on GSA Schedule. Awarded Contractors may request price and product changes at any time during the contract term in accordance with Prices/Discount, Section 5.10, Addition/Deletion of Vendors and Products Offered, Section 5.13 and Contract Revisions, Section 5.23.

Question No. 7 Can you please clarify what "Series Bid" means (on Section 6.1 Price Sheet). We sell Console furniture and millwork but have several types of consoles. Are each of our console products considered a different series? Is Millwork a different series?

Answer No. 7 "Series Bid" means the name and/or number your company assigns or refers to a group of products to identify the products.

Question No. 8 (Company name removed) recently submitted a request for a price change to our GSA catalog. I expect this to be accepted by GSA in the next month. Can I use this new GSA pricing as the basis for our bid? Our current GSA price is based off our old Price catalog, not the current one.

Answer No. 8 Please refer to Answer No. 6.

Question No. 9 RE; "Copy of GSA Contract"; Are you wanting the award pages and mods or are you wanting the entire solicitation offer award and mods which runs over 400 pages?

Answer No. 9 Reference Section 3.8 Submittal of Bid. We need the specific pages which detail the Respondent's GSA award that confirm manufacturer name, contract number, effective dates, and pricing discounts.

Question No.10 The ITB has a Responses Due date of January 24, 2011 (2:00 pm ET), but the online timer indicates only 6 days left. Which is correct.

Answer No.10 The solicitation was in Preview Status at the time of this question. The timer would have shown how many days were remaining in the Preview phase. Responses are due January 24, 2011, 2:00 PM ET.

Question No. 11 I need your advice on how or if I should bid for the contract. We are (Company Name) the Florida distributor for Ergonomic Office Chairs. We sell quite a few 24/7 chairs to 911 and power companies in Florida. Ergonomic Office Chairs has the Ironhorse line of chairs under a GSA contract. Normally when I sell to GSA in my territory, the transaction has to go through Ergonomic Office Chairs and then I am the direct contact for the GSA customer if a warranty issue arises. The pricing is all the same in my territory under the GSA pricing. My

question is can I bid on the Florida contract? All the pricing will be the same whether you purchase from me or direct through Ergonomic Office Chairs. I would appreciate your input. Thank you very much and have a good day.

Answer No.11 Please reference Who May Respond, Section 3.4.

Question No.12 Can you tell me where the Prepare Response button is located? It is not at the top of the page, thank you very much.

Answer No.12 Please refer to Answer #10.

Question No.13 Good morning, Are all manufacturers eligible that meet the GSA and state specs?

Answer No.13 Please reference Who May Respond, Section 3.4 and Basis for Award, Section 3.15.

Question No.14 Good morning, Will you need a seperate product list for each manufacturer?

Answer No.14 Yes. Please reference Submittal of Response, Section 3.8.

Question No.15 Good morning, In order to give you pricing I will need more specs on the product list form. There are no specifications about size, finish or needs. Will you publish a spec sheet?

Answer No.15 No. Please refer to Answer #3.

Question No.16 Section 4.11 Transportation and Delivery - Will the order acknowledgement with the actual ship date be satisfactory to comply with potentional delivery delays beyond the 30 day requirement notification?

Answer No.16 Section 5.18 Delivery Requirements takes precedence over Section 4.11. Section 5.18 specifies 90 days delivery for furniture. Delays must be clearly presented to the Customer and justified to the ordering agency in writing. If a delay is noted on the Order acknowledgement, it is the responsibility of the manufacturer or servicing dealer to notify this delay to the Customer and obtain acceptance.

Question No.17 Section 4.4 (d) Trade-In. Please confirm that the term equipment is strictly meaning things like copiers and fax machines, etc. Not, furniture.

Answer No.17 Trade-In, Section 4.4, paragraph (d) is not applicable for furniture. Please reference Order of Precedence, Section 3.7.

Question No.18 5.10 prices/Discounts: (Company name removed) is a State of Florida corporation. We manufacture and install Full Height Demountable wall systems. We do not have a GSA price list with discount. We have a Miami-Dade County contact for materials, labor and freight included with a discount schedule. Can we provide this contract in lieu of the GSA pricing under 287.042 (16) (a), F.S.?

Answer No.18 Please reference Section 3.4, Who May Respond. Responses are requested from manufacturers holding current Federal (GSA) Contracts for products offered on this contract. Section 287.042(16), F.S., references an alternate contract source approval process. This process is separate from this competitive process outlined in Section 287.057

(1) (a), F.S.

Question No.19	Even though our current contract was just extended through March 2012 we should still participate in this bid?
Answer No.19	Yes. The current state term contract for Office Furniture and Files has been renewed through March 1, 2012, and will be in effect until a new contract has been implemented.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN §120.57(3), FLORIDA STATUTES, OR FAILURE TO FILE A BOND OR OTHER SECURITY WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES

ITB 17-425-001-F
Office Furniture and Files
Addendum No. 2

The referenced solicitation is amended as follows:

The Notice of Intent to Award will be posted on the Vendor Bid System (VBS) on May 17, 2011.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN §120.57(3), FLORIDA STATUTES, OR FAILURE TO FILE A BOND OR OTHER SECURITY WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Section 1.2 Event Timeline is amended as follows:

Event Timeline Activity for ITB #17-425-001-F	Date
Notice of Office Furniture & Files solicitation is posted to the Vendor Bid System (VBS) and the complete Office Furniture & Files solicitation is posted in the MyFloridaMarketPlace Sourcing Tool. Solicitation will initially be in "Preview" status where Respondents can view/download all information and ask questions, but **cannot** input or submit responses.	December 20, 2010
Deadline to submit Questions, or request for specification change via the MyFloridaMarketPlace Sourcing tool Q&A Board (Respondents must monitor Message Board for communications).	January 4, 2011 5 pm ET
Department will post Answers to Respondents' questions as an addendum to the solicitation within the MyFloridaMarketPlace Sourcing Tool. Respondents must monitor Message Board for communications.	January 11, 2011
Deadline to submit Response, including all required documents in the MyFloridaMarketPlace Sourcing Tool. Utilize the Response Preparation Checklist to make sure all required documents and responses are completed. (Section 7.7)	January 24, 2011 2 pm ET
Deadline for submittal of State Term Contract dedicated web site URL Address. (Section 3.12)	January 24, 2011 2 pm ET
Notice of Intent to Award posted on Vendor Bid System (VBS).	May 17, 2011
Deadline for development of eProcurement catalog within MyFloridaMarketPlace.	To Be Determined Prior to Contract Award
Contract Award	Per Section 2.17 Contract Formation

ITB No. 17-425-001-F
Office Furniture and Files
Addendum No. 3

The referenced solicitation is amended as follows:

The posting of the Notice of Intent to Award scheduled for May 17, 2011 is postponed. All updates will be posted on the Vendor Bid System. Questions should be directed to Brenda Wells, Purchasing Analyst, at Brenda.Wells@dms.myflorida.com.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN §120.57(3), FLORIDA STATUTES, OR FAILURE TO FILE A BOND OR OTHER SECURITY WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER CHAPTER 120, FLORIDA STATUTES.

Section 1.2 Event Timeline is amended as follows:

Event Timeline Activity for ITB #17-425-001-F	Date
Notice of Office Furniture & Files solicitation is posted to the Vendor Bid System (VBS) and the complete Office Furniture & Files solicitation is posted in the MyFloridaMarketPlace Sourcing Tool. Solicitation will initially be in "Preview" status where Respondents can view/download all information and ask questions, but **cannot** input or submit responses.	December 20, 2010
Deadline to submit Questions, or request for specification change via the MyFloridaMarketPlace Sourcing tool Q&A Board (Respondents must monitor Message Board for communications).	January 4, 2011 5 pm ET
Department will post Answers to Respondents' questions as an addendum to the solicitation within the MyFloridaMarketPlace Sourcing Tool. Respondents must monitor Message Board for communications.	January 11, 2011
Deadline to submit Response, including all required documents in the MyFloridaMarketPlace Sourcing Tool. Utilize the Response Preparation Checklist to make sure all required documents and responses are completed. (Section 7.7)	January 24, 2011 2 pm ET
Deadline for submittal of State Term Contract dedicated web site URL Address. (Section 3.12)	January 24, 2011 2 pm ET
Notice of Intent to Award posted on Vendor Bid System (VBS).	To Be Determined
Deadline for development of eProcurement catalog within MyFloridaMarketPlace.	To Be Determined Prior to Contract Award
Contract Award	Per Section 2.17 Contract Formation

Edgar T. Morley

From: Daniel Koenig [DKoenig@pbcgov.org]
Sent: Tuesday, November 22, 2016 11:39 AM
To: Edgar T. Morley
Subject: RE: Updated Watson Drawing and Pricing
Attachments: Q.F01 - VillageofPalmSpringsPDI.01.pdf; F01 - VillageofPalmSpringsPDI.01.pdf; Village of Palm Springs PD 102616.xls

Good morning Edgar,

The attached furniture quote is reimbursable through 911 funds. The furniture quote will be reimbursable at 100%. The dispatch chairs are reimbursable to up to $1,000.00 per chair.

Dan

From: Edgar T. Morley [mailto:emorley@vpsfl.org]
Sent: Wednesday, November 02, 2016 1:24 PM
To: Daniel Koenig <DKoenig@pbcgov.org>
Subject: FW: Updated Watson Drawing and Pricing

Dan, attached is our furniture/chair quote from Watson, I know you needed it for budgeting purposes. Please let me know if you need anything else. And we do understand the max per chair for reimbursements is 1k.

thanx

Edgar T. Morley
Support Services Manager
Village of Palm Springs
Police Department

230 Cypress Lane
Palm Springs, Florida 33461
561.304.4814
EMorley@vpsfl.org

FBINA Session 224

Please note: Florida has a very broad public records law. Most written communications to or from local officials regarding city business are public records, and are available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

From: Thomas Morrow [mailto:thomm@power-sales.biz]
Sent: Friday, October 28, 2016 9:58 AM
To: Edgar T. Morley

Cc: John Anderson
Subject: Updated Watson Drawing and Pricing

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

watson

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

December 2, 2016

Attn: Edgar Morley

RE: Authorization Letter

To whom it may Concern:

This letter is to indicate that Watson Furniture Group, Inc. is authorizing the Village of Palm Springs to use the terms of our contract with the State of Florida, 425-001-12-1 for our services. The contract is currently in effect for the period beginning March 2, 2016 through March 1, 2020. Our services and rates per the contract are provided to the Village of Palm Springs and is applicable for the services and material provided to them.

If there are any questions regarding this approval or any matter related to it please feel free to contact us at the number seen above in our letterhead.

Sincerely,

Melinda Monroe
Contract Administrator
Phone: 360-598-7431
Email: mmonroe@watsonfg.com

Village of Palm Springs

Executive Brief

AGENDA DATE: December 8, 2016

DEPARTMENT: Leisure Services

ITEM #9: Approve First Amendment to Temporary Non-Exclusive License Agreement - Village Center Athletic Complex - Elite Soccer Academy, Inc.

SUMMARY: Mr. Dusco Piljic, President of Elite Soccer Academy, Inc. is requesting to extend the previously approved Temporary Non-Exclusive License Agreement that expired on November 11, 2016 for the continued use of certain portions of the Village's Athletic Complex.

As a result, staff is recommending an amendment for an additional three (3) months to enable Elite to locate alternative fields/facilities to support their private soccer club trainings/programs. Elite Soccer Academy has agreed to pay a total amount of $11,250 (approximately 25% cost share) over three, equal payments.

The proposed amendment, if approved, would expire on February 17, 2016.

The proposed first amendment to the previously approved agreement was prepared by the Village Attorney and reviewed by the Leisure Services Director.

FISCAL IMPACT:
The proposed agreement, although not covering the full 50% cost share for utilization of the Village's Athletic Complex, will produce rental revenues to offset a portion of the Village's field maintenance costs ($11,250 total).

ATTACHMENTS:

1. Proposed First Amendment to Agreement - Elite Soccer

FIRST AMENDMENT TO THE LICENSE AGREEMENT WITH ELITE SOCCER ACADEMY INC. FOR USE OF CERTAIN VILLAGE PARK FACILITIES

THIS FIRST AMENDMENT ("Amendment" hereafter) is made as of the 8th day of December, 2016, by and between the VILLAGE OF PALM SPRINGS, a Florida Municipal Corporation and a political subdivision of the State of Florida (hereinafter referred to as ("Village"), and ELITE SOCCER ACADEMY, INC. (hereinafter referred to as "Sports Provider").

RECITALS

WHEREAS, Sports Provider entered into an Agreement with Village for the non-exclusive use of certain village facilities; and,

WHEREAS, Sports Provider wishes to extend the term of the Agreement until Friday, February 17, 2017.

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. Term. The parties agree to extend the term of the Agreement, dated September 22nd, 2016, between the parties to Friday, February 17, 2017, provided Sports Provider pays a fee of $3,750 per month to the Village by the following dates;

a. November 21, 2016
b. December 19, 2016
c. January 16, 2017

The total fee to be paid to the Village for this extension shall be $11,250.00.

3. Entire Agreement. The parties agree that this Amendment and the Agreement set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement including this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

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

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

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

IN WITNESS WHEREOF, each party hereto executes this First Amendment with full authority to do so and the intention to be bound by its terms, conditions and all requirements of law.

Witnesses:

_____

_____

_____

_____

ELITE SOCCER ACADEMY, INC.

_____

Date: 12.01.16.

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 1st day of December 2016, by Dusko Pilipic, (name of officer or agent, title of officer or agent) of Elite Soccer Academy, Inc., a incorporation (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced FL Drivers Licence (type of identification) as identification and did (did not) take an oath.

JANE R. WORTH
MY COMMISSION # FF 182017
EXPIRES: December 12, 2018
Bonded Thru Notary Public Underwriters

_____
Signature of Notary Public - State of Florida

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST

_____
Susan Caljean, Village Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, Village Attorney

Village of Palm Springs

Executive Brief

AGENDA DATE: December 8, 2016

DEPARTMENT: Administration

ITEM #10: Approval of the 2017 Municipal Elections Agreement - Palm Beach County Supervisor of Elections

SUMMARY: The Palm Beach County Supervisor of Elections (SOE) has requested the Village Council consider an Agreement for Vote Processing Equipment Use and Election Services By and Between the Palm Beach County Supervisor of Elections and the Village of Palm Springs to clarify the duties and responsibilities of the SOE and the Village for municipal elections that are not associated with a county, state or federal election.

The proposed one-year agreement provides for a breakdown of fees and costs that are expected to be incurred in connection with the upcoming Village Election to be held on Tuesday, March 14, 2017. The proposed costs, which are determined by the SOE, will be billed to the Village by the Supervisor of Elections office following conclusion of the election process.

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

FISCAL IMPACT:
Funding to support the proposed March 2017 election costs are provided within the FY 2017 Budget - General Fund.

ATTACHMENTS:

1. Proposed Agreement Vote Processing Equipment Use and Election Services - PBC Supervisor of Elections

AGREEMENT FOR VOTE PROCESSING EQUIPMENT USE AND ELECTION SERVICES BY AND BETWEEN THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS AND THE VILLAGE OF PALM SPRINGS

THIS AGREEMENT, is made and entered into this day of December 8, 2016, effective January 1, 2017, by and between the Palm Beach County Supervisor of Elections, an elected county officer pursuant to Article VIII, Sec.1 (d) of the *Florida Constitution*, hereinafter referred to as the "**SOE**", and the Village of Palm Springs, a municipal corporation, chartered and organized in accordance with the laws of the State of Florida, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, Chapters 97 to 106, *Florida Statutes*, constitute the Florida Election Code (the "Code") which applies to municipalities where expressly so stated; and

WHEREAS, Sec 100.3605, *Florida Statutes*, states that "[T]he Florida Election Code, chapters 97-106 shall govern the conduct of a municipality's election in the absence of an applicable special act, charter, or ordinance provision"; and

WHEREAS, the Municipality and the SOE desire to work together to provide for municipal elections and to allocate certain responsibilities and expenses between the two parties to ensure that the provisions of the Code are followed during municipal elections; and

WHEREAS, the SOE and the Municipality wish to enter into this Agreement to set out the terms of this coordinated program.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, and for the mutual benefit of the Municipality, its constituents and the SOE, it is agreed as follows:

1. **PURPOSE:**

The purpose of this Agreement is to set forth the terms and conditions under which services will be provided by the SOE and staff to the Municipality for municipal elections and to set forth the responsibilities of both parties so that there is a clear understanding of the rights and responsibilities of all parties. Such rights and responsibilities shall apply to the General, Run-Off, ~~Special~~ and Recount elections as necessary as well as the Post Election Audit, unless otherwise stated hereinbelow.

2. **DATE OF GENERAL MUNICIPAL ELECTION:**

The date of Village of Palm Springs General Municipal election is March 14, 2017. It is hereby acknowledged and agreed that if the date listed is the same as most other municipalities in March or November, there will be a cost sharing among municipalities for costs incurred by the SOE. Such costs shall be allocated on a pro-rata share basis; otherwise, it is hereby acknowledged and agreed upon by the municipality that it is responsible for all costs of the election, incurred by the office of the SOE.

3. **FEES AND CHARGES TO BE PAID BY THE MUNICIPALITY**:

The SOE hereby agrees not to charge Municipalities for taxpayer purchased equipment and supplies; (i.e. voting machines, tables, chairs, etc.) and associated maintenance and contract fees related to such equipment in return for which the Municipality hereby agrees not to charge the SOE for

polling places or poll worker training facilities and allow their use for any training, within its dominion and control. Examples of municipal elections charges related to certain services performed by the SOE to be passed through to the Municipality on a shared pro rata basis for all municipalities holding elections on a general election day (i.e. 2nd Tuesday in March or November) are attached hereto as Exhibit A. All items to be paid or reimbursed to the SOE will be paid by the Municipality within thirty (30) days of receipt of an invoice from the SOE with documentation verifying the charges.
Examples of total costs to small, medium and large municipalities are attached hereto as Exhibit B.

4. **RESPONSIBILITIES OF BOTH THE MUNICIPALITY AND THE SOE FOR MUNICIPAL ELECTIONS:**

A. **Notice and Advertisement**

(1) **Municipality**

(a) Properly call and advertise the election according to statutes and charter at its own expense.
(b) Issue a resolution or ordinance to the SOE requesting that the Supervisor of Elections conduct the municipality's election, provide ballot language for any ballot questions within the resolution if applicable and appoint <u>at least 3</u> members of the Municipality's Canvassing Board, which may or may not include the SOE, at the SOE's discretion.
(c) certify that the registered voter information provided by the SOE to the municipality reflects the proper boundaries of the city and notify the SOE of any changes.

(2) SOE

(a) Publish legal notices for Logic & Accuracy testing, absentee ballot canvass, Post Election Audit and news releases on book closing.

B. **Qualifying Candidates and Petition Initiatives**

(1) **Municipality**

(a) Provide qualifying packets to candidates and accept and process all qualifying papers and fees.
(b) Collect Name and Pronunciation Guides from the candidates at the time of qualifying and submit to SOE.
(c) Respond to all candidate inquiries and questions.
(d) Respond to all legal inquiries and questions.
(e) Respond to all media inquiries.
(f) Provide all necessary information and materials for petition initiative process

(2) **SOE**

(a) Verify signatures on any qualifying petitions submitted by candidates or for petition initiatives and notify the municipality of such results upon the close of the candidate qualifying or petition initiative deadlines as applicable.

C. **Ballots**

(1) **Municipality**

(a) Review, amend (if necessary) and approve ballot proof prepared by SOE.
(b) Place an order with the SOE for a sufficient quantity of ballots as applicable.
(c) Pay ballot design costs to the SOE as incurred.

(d) Pay the ballot printer directly for the cost of said ballots.
(e) Reimburse the SOE for costs incurred for translation and audio recording of ballot.
(f) Reimburse SOE for preparation of Absentee Ballot, Edge layout and Sample Ballot.

(2) **SOE**

(a) Layout, check, proof and deliver ballot layout to the printer.
(b) Receive, securely store and account for all ballots until disbursed to polling places.
(c) Contract to have audio recorded for Touch Screen ballot.
(d) Control all access to unvoted ballots while in the possession of the SOE.

D. **Equipment Testing**

(1) **Municipality**

(a) Provide that a representative will be present during the Logic and Accuracy testing as noticed by SOE.

(2) **SOE**

(a) Develop a unique test script and manually mark ballots to be used in public Logic & Accuracy test.
(b) Conduct public Logic & Accuracy test.

E. **Early Voting – Optional**

(1) **Municipality**

(a) Reimburse the SOE for staff overtime hours due to weekend and/or evening hours for Early Voting.
(b) Pay SOE for Early Voting supplies.
(c) Contract with, schedule and pay poll workers directly.
(d) Deliver voted ballots to SOE daily at a location designated by SOE.
(e) Designate Early Voting sites 120 days prior to each Election and notify SOE in writing of the locations.

(2) **SOE**

(a) Prepare and provide all supplies needed for each Early Voting site.
(b) Provide the Municipality with a list of poll workers.
(c) Train poll workers.
(d) Provide staffing to accept voted ballots daily at a location designated by SOE.

F. **Absentee Voting**

(1) **Municipality**

(a) Reimburse SOE for all postage costs incurred at the current postal rate.
(b) Pay SOE for materials and handling of each absentee ballot.
(c) Pay SOE $.10 per absentee ballot for verifying signatures on returned voted ballot certificates.
(d) Refer all requests for absentee ballots to SOE.

(2) **SOE**

(a) Determine eligibility and compile Absentee Ballot file.
(b) Accept all requests for Absentee Ballots by telephone, mail or in person.
(c) Prepare and mail Absentee Ballots.
(d) Deliver Absentee Ballots to the Post Office.
(e) Receive voted Absentee Ballots.
(f) Verify signatures on returned voted Absentee Ballot certificates.
(g) Prepare and open Absentee Ballots for tabulation.
(h) Account for all Absentee Ballots.
(i) Notify Absentee Ballot voter and provisional voters of the disposition of the Canvassing Board as required by law.
(j) Record Absentee Ballot returns to voter history.
(k) Conduct public testing of Logic and Accuracy for Absentee Ballot tabulating equipment.
(l) Provide qualified staff to operate tabulation equipment to count Absentee Ballots.

G. **Polling Places**

(1) **Municipality**

(a) Arrange for the use of an adequate number of polling places.
(b) Confirm polling place accessibility and ADA compliance.
(c) Notify SOE in writing thirty (30) days prior to election of the need for tables and chairs if necessary.
(d) Notify SOE of polling locations to be used no later than noon the Friday after the municipal candidate qualifying deadline.
(e) Notify the SOE not less than 30 days prior to the election that a polling place will be moved to another site.
(f) Notify voters, as required by law, if their regular polling place is to be temporarily relocated.

(2) **SOE**

(a) Provide the Municipality with a list of polling places and SOE contract.
(b) Provide tables and chairs upon written notice from the Municipality when required.
(c) Provide polling place supplies, i.e. signs, cones, etc.
(d) Notify voters and the Municipality of permanent polling place change(s).

H. **Precinct Supplies**

(1) **Municipality**

(a) Pay SOE for precinct supplies provided.
(b) Provide a secure place for precinct clerks to return supplies and voted ballots on election night.
(c) Pay SOE for the production of Precinct Registers or for programming electronic poll books and related communication fees.
(d) Pay directly to the SOE's contracted moving company to have voting equipment delivered and picked up from polling place no later than the day before the election and returned after the election.

(2) **SOE**

(a) Provide Precinct Registers or electronic poll books for each polling place location.
(b) Provide Master CD compilation of registered voters for precinct advisors or provide up to date electronic poll books.
(c) Provide certification of registered voters after book closing.
(d) Prepare equipment, cabinets and routing of voting equipment delivery.
(e) Provide laptop computer at each polling place or electronic poll books.
(f) Provide CD of voter file database for each polling place or up to date electronic poll books.
(g) Provide poll worker Clerks with cell phones.
(h) Provide Provisional Ballot envelopes and affidavit forms for each polling place.
(i) Provide secrecy sleeves in a number and amount appropriate for each polling place.

I. **Poll Workers**

(1) **Municipality**

(a) Contact, contract with and pay poll workers directly (using only poll workers who are currently on the SOE list, or individuals who have successfully completed required training).
(b) Schedule and notify poll workers of training classes.
(c) Reimburse SOE for expenses incurred for delivery and pick up of equipment to training locations.
(d) Reimburse SOE for expenses incurred in printing training material.
(e) Reimburse SOE for expenses incurred for trainers to train poll workers.
(f) Reimburse SOE for expenses incurred for contracted training locations.

(2) **SOE**

(a) Provide the Municipality with a list of current poll workers.
(b) Develop poll worker training schedule.
(c) Plan and contract for training classes and locations.
(d) Contract with and pay trainers to train poll workers.
(e) Provide printed training materials for poll workers.

J. **Election Day Support**

(1) **Municipality**

(a) Verify that all polling places are available to poll workers no later than 6:00 a.m. and open for voting promptly at 7:00 a.m. on Election Day.
(b) Ensure that all polling places remain open until 7:00 p.m. or until all voters who are in line to vote at 7:00 p.m. have completed voting.
(c) Reimburse SOE for all phone bank costs.

(2) **SOE**

(a) Provide an additional list of poll worker replacements if needed.
(b) Provide technical support personnel as needed.
(c) Provide phone bank support to respond to poll workers and voters on Election Day.

K. **Ballot Tabulation/Counting of Election Results**

(1) **Municipality**

(a) Deliver all voted ballots and other necessary election related items to a place designated by the SOE after the polling places have closed on Election Day.
(b) Deliver **all** voting machine cartridges to a place designated by the SOE after the polling places have closed on Election Day.
(c) Reimburse the SOE for any staff overtime and other expenses in relation to the tabulation and processing of ballots on Election Day.
(d) Act as member of Canvassing Board.

(2) **SOE**

(a) Provide technical staff and required equipment to administer tabulation and election results.
(b) Assist and act, or appoint a designee to assist and act on the SOE's behalf, as a member of the Municipality's Canvassing Board if desired by the municipality and approved by the SOE or act as a member of the County Canvassing Board if it canvasses the municipality's election, if allowed by law.
(c) Post election results on SOE WEB site and provide the same to Channel 20.
(d) Provide the Municipal Clerk with unofficial election results upon conclusion of tabulation and canvassing of ballots cast on Election Day.

L. **Post Election Day**

(1) **Municipality**

(2) **SOE**

(a) Provide the Municipal Clerk with an official certification of election results if allowed by law.
(b) Store all necessary election records and ballots until the expiration of retention period prescribed by statutes.
(c) Process polling place affirmation forms.
(d) Sort, inventory, pack and store all election materials for retention and disposition.
(e) Notify voters of the disposition of their Absentee or Provisional Ballots after the determination by the Canvassing Board, as required by law.
(f) Respond to public records requests regarding records kept on behalf of the Municipality.
(g) Record voting history for each voter who voted on Election Day.

M. **Audit**

(1) **Municipality**

(a) Provide that the Municipal Clerk will be responsible for the administration of the audit.
(b) Reimburse SOE for any staff time or other related expenses as may result from conducting the manual audit.

(2) **SOE**

(a) Organize precinct information to allow the Municipal Clerk to randomly select the race and precinct(s) that shall be audited.

(b) Organize and prepare ballots for manual audit.
(c) Provide SOE staff to conduct manual audit.
(d) Ascertain and publically post manual audit result to SOE WEB site.

N. **Recount**

(1) **Municipality**

(a) Provide that the Municipal Clerk will be responsible for the administration of the Recount, with support and guidance from the SOE.
(b) Act as a member of the Canvassing Board.
(c) Notify the candidates of the time and date of the Recount.
(d) Post public notice(s) of the Recount with the time and location.
(e) Cause to have the Recount recorded and minutes kept and approved by the Canvassing Board.
(f) Review with the Canvassing Board and the counting teams the statutes and rules of the Division of Elections, specifically Rule 1S-2.031. Recount Procedures; and Rule 1S-2.027. Standards for Determining Voter's Choice on a Ballot.
(g) Reimburse the SOE for all staff salaries/overtime, facility and other expenses required to conduct the Recount.

(2) **SOE**

(a) Post public notice(s) of the Recount with the time and location.
(b) Test tabulating equipment as required by Sec. 101.5612, *Florida Statues*.
(c) Provide counting teams for examining out stacked ballots.
(d) Prepare and organize ballots for Recount processing.
(e) Tabulate ballots and provide professional staff for equipment operations.
(f) Provide official certification as determined by the Canvassing Board.

5. **INDEMNITY:**

Each party to this agreement shall be liable for its own actions and negligence. To the extent permitted by law, the Municipality shall indemnify, defend and hold harmless SOE against any actions, claims or damages arising out of the Municipality's negligence in connection with performance under this Agreement; and the SOE shall indemnify, defend and hold harmless the Municipality against any actions, claims or damages arising out of the negligence of SOE in connection with its performance under this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth at Sec. 768.28, *Florida Statutes.* In no case shall such limits for the Municipality extend beyond $200,000 for any one person or beyond $300,000 for any judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. These provisions shall not be construed to constitute agreement by either party to indemnify the other for such other's negligent, willful or intentional acts or omissions. In the event of litigation, trial or appellate, between the Municipality and the SOE relating to a municipal election governed by this Agreement, or otherwise in connection with the interpretation or application of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Notwithstanding the above, the municipality shall defend legal challenges relating to its municipal election and shall be fully responsible for all legal costs including attorneys' fees for such defense of the Municipality and the SOE. The municipality shall be responsible for damages, if any, assessed by virtue of such lawsuit, up to the monetary limits provided for hereinabove without recourse to the SOE.

6. In the event of a Special Election, the municipality shall enter into a separate contract and receive the approval of the Supervisor of Elections for the actual election date at least 90 days prior to a Special Election. The expense of any Special Election shall include all actual costs incurred by the Supervisor of Elections, including hourly and salaried staff costs and other related election expenses as documented.

7. **TERM:**

This Agreement shall begin on the effective date January 1, 2017 and continue for a term of one year in order to cover the municipal election cycle of Municipal Election Day and a run-off election, and may be modified by mutual agreement of the parties. Any proposed changes to this Agreement shall be provided to the municipalities no later than August 1 of the applicable year, or as soon as practicable. All other requested services to be provided by the Supervisor of Elections Office shall be by separate contract.

8. **CHANGE IN LAW:**

In the event any change in law abrogates or modifies any provisions or applications of this Agreement, the parties hereto agree to enter into good faith negotiations and use their best efforts to reach a mutually acceptable modification of this Agreement.

9. **NOTICES:**

All formal notices affecting the provisions of this Agreement may be delivered in person or be sent by facsimile, registered mail, or by a recognized overnight courier such as FedEx, to the individual designated below, until such time as either party furnishes the other party written instructions to contact another individual.

For the SOE:	For the Municipality:
Supervisor of Elections 240 S. Military Trail West Palm Beach, Florida 33415 Attention: Susan Bucher	Name: Susan Caljean, Village Clerk Street Address:226 Cypress Lane Municipality, Palm Springs, FL Attention: Clerk

10. **SEVERABILITY:**

If any clause, section, or provision of this Agreement shall be declared to be unconstitutional, invalid or unenforceable for any cause or reason, or is abrogated or negated by a change in law, the same shall be eliminated from this Agreement, and the remaining portion of this Agreement shall be in full force and effect and be valid as if such invalid portions thereof had not been incorporated herein.

11. By signing this contract, you and your municipality approve the contract as a form of legal sufficiency and certify that this contract has met all of the legal requirements of your Municipal Charter and all other related laws.

12. **NO MODIFICATION EXCEPT IN WRITING:**

This is the complete and final agreement between the parties. No representations other than those set forth herein shall be binding upon the parties. No modification of this agreement shall be effective unless submitted in writing and signed by both parties, or their duly authorized representatives.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective January 1, 2017.

As to the SOE:

WITNESSES:

SUPERVISOR OF ELECTIONS
PALM BEACH COUNTY

_____

_____

_____
Susan Bucher

Date: _____

As to the MUNCIPALITY:

ATTEST:

VILLAGE OF PALM SPRINGS

_____

_____

_____, Municipal Clerk

_____, Mayor

(Affix Municipal Seal)

Date: _____

Office of the Mayor

Village of Palm Springs, Florida

Proclamation

WHEREAS, world-wide an estimated 36.7 million people are currently living with HIV/AIDS and 35 million people have already died of AIDS-related illnesses, and an estimated 2.1 million new infections occur; and

WHEREAS, the global spread of HIV infection and AIDS necessitates a worldwide effort to increase communication, education and action to stop the spread of HIV/AIDS; and

WHEREAS, the United Nations Program on HIV/AIDS observes December 1st of each year as "**World AIDS Day**", a day to commemorate those who have passed on, celebrate victories such as increased access to treatment and prevention services, and to reinvigorate the worldwide effort to stop the spread of HIV/AIDS; and

WHEREAS, the 2016 World AIDS Day theme is "**Hands Up for #HIV Prevention**" and focuses on condoms, harm reduction, equal access, male circumcision, PrEP, sex education, and testing and viral suppression; and

WHEREAS, in the United States, more than 1.2 million people are infected with HIV and every 11 minutes a new infection occurs resulting in an estimated 50,000 new annual infections; and

WHEREAS, the Palm Beach County HIV Community Prevention Partnership and the Palm Beach County HIV CARE Council, through its partners are working together to renew HIV/AIDS awareness and to expand and strengthen the local effort to stop the spread of HIV in Palm Beach County on World AIDS Day.

NOW, THEREFORE, I Bev Smith, Mayor of the Village of Palm Springs do hereby proclaim December 1, 2016 as:

"World AIDS Day"

SEAL

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

Mayor _____

Date December 8, 2016

Village of Palm Springs

Executive Brief

AGENDA DATE: December 8, 2016

DEPARTMENT: Land Development

ITEM #12: 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 at these properties 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:

Existing Future Land Use	Proposed Future Land Use	Existing Zoning	Proposed Zoning
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.

The Local Planning Agency also considered the proposed land use and zoning designations during their November 10, 2016 meeting and recommended approval.

The proposed ordinance was approved on 1st reading November 10, 2016, and is being presented for 2nd and final reading.

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 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.

WHEREAS, Petitioner(s), individually owned, constituting all of the fee simple title holders to those lands located at 4178 10th 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:

	Aye	Nay	Absent
BEV SMITH, MAYOR	☐	☐	☐
JONI BRINKMAN, VICE MAYOR	☐	☐	☐
PATTI WALLER, MAYOR PRO TEM	☐	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	☐
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

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
						Total Acres:	0.32						
								$ 50,000.00	**Total Assessed Value**				

§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	00424424050000030	INTRACOASTAL PACKING INC	UI	UI	3222	S MILITARY TRL	0.9804	$ 849,386.00	No	PACKING	Commercial	CG	YES
2	00424424050000061	10TH AVENUE PROPERTIES INC	UI	UI	3240	S MILITARY TRL	0.2511	$ 290,792.00	No	AUTO SALES	Commercial	CG	YES
3	00424424050000080	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	00424424100991170	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	**Total Acres:**	9.57
Voluntary Parcels:	18	**Acres Voluntary:**	7.76
%	72%	**%**	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**

10TH 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 10th Avenue North, and connections are being completed by the property owners

Roads

10th 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[1] and 3700 residents, respectively.

[1] 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[2] 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[3] 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[4] area typically has more than average code cases (overgrown yard, house in disrepair, debris and trash, junk cars, etc.).
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 1st, 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

[2] Based on 0.5 FTE/1000 residents, 4 circulations/capita, and 2.8 materials per capita
[3] Based on State of Florida average LOS of 2.4 officers per 1,000 residents
[4] Countywide Community Revitalization Team (CCRT)

Fiscal Sustainability

Budgetary Considerations:

- Police Officers @ $124,469[5]
- Code Enforcement Officer @ $65,340

- Utility Surcharge – loss of 25% surcharge (revenue source) as area become Village residents/property owners

Additional Ad Valorem: $32,253[6]

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

[5] Staff costs includes personnel and equipment
[6] Based on 4 mils 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

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"

printed on sustainable and recycled paper

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
Tenth Ave N Voluntary 2017-70-001	**Acres:** 0.32 **Location:** Southwest corner of 10th Ave N & Green Ave **First Reading:** 11/10/2016 **Second Reading:** 12/8/2016
Tenth Ave N Voluntary Involuntary 2017-70-002	**Acres:** 9.57 **Location:** North and south sides of 10th Ave N, east side of Military Trl **First Reading:** 11/10/2016 **Second Reading:** 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 10th 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 10th Ave N and Military Trl (92-feet expanded). There are 13 existing street lights on the north side of 10th 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.

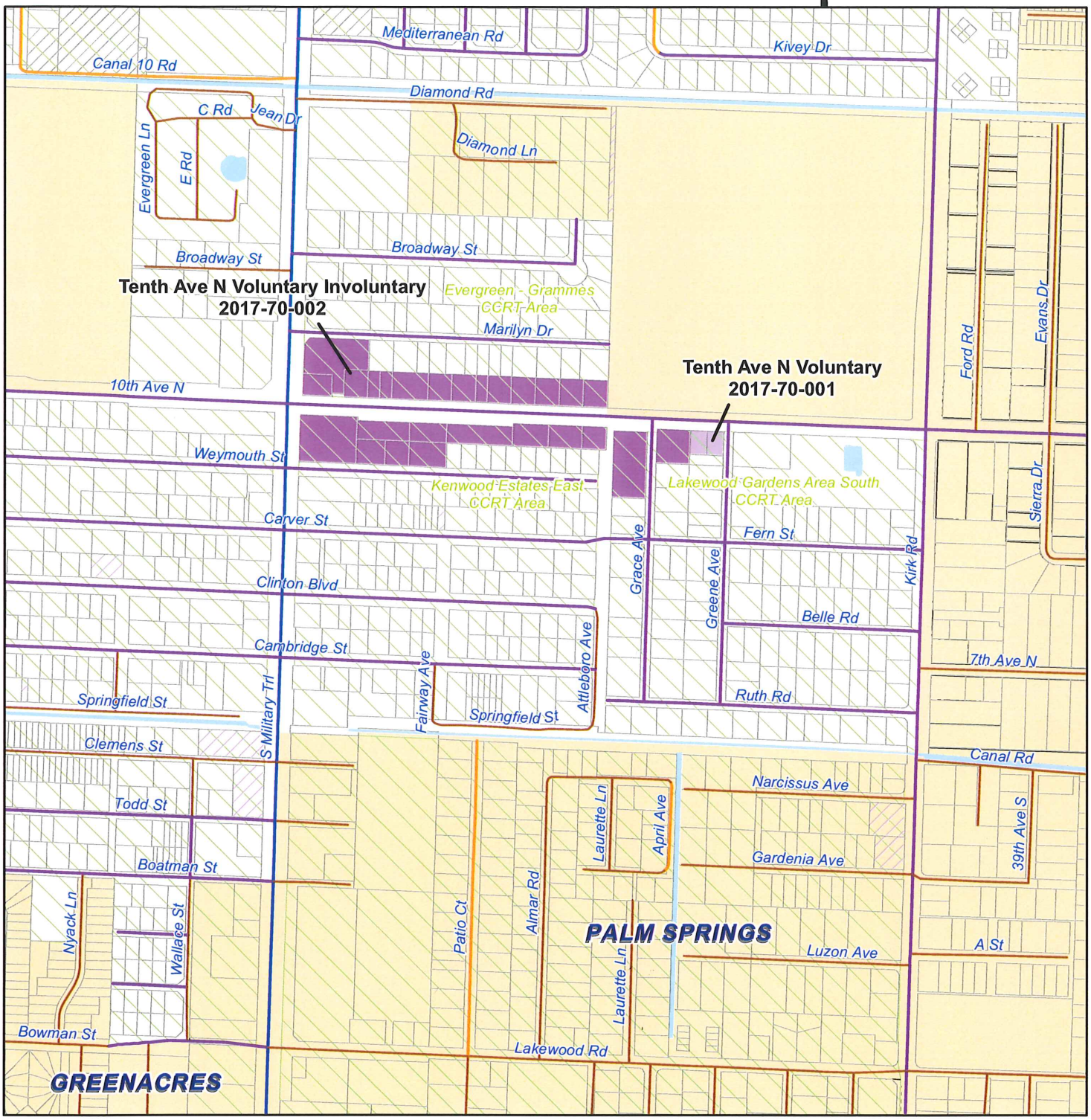
Sincerely,

Patricia Behn for

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
Proposed Annexation
CCRT Area
Municipality
Water

Right-of-Way Maintenance

County ROW Maintenance
County Maintained
Courtesy Maintained

Other ROW Maintenance
State Maintained
Other

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

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

Feet
200 0 200 400

N W E S

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

PALM BEACH COUNTY FLORIDA

Palm Beach County
Annexation Information Sheet

Please submit the following information regarding each proposed annexation:

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

§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	00424424050000030	INTRACOASTAL PACKING INC	UI	UI	3222	S MILITARY TRL	0.9804	$ 849,386.00	No	PACKING	Commercial	CG	YES
2	00424424050000061	10TH AVENUE PROPERTIES INC	UI	UI	3240	S MILITARY TRL	0.2511	$ 290,792.00	No	AUTO SALES	Commercial	CG	YES
3	00424424050000080	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	00424424100991170	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	**Total Acres:**	9.57
Voluntary Parcels:	18	**Acres Voluntary:**	7.76
%	72%	**%**	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

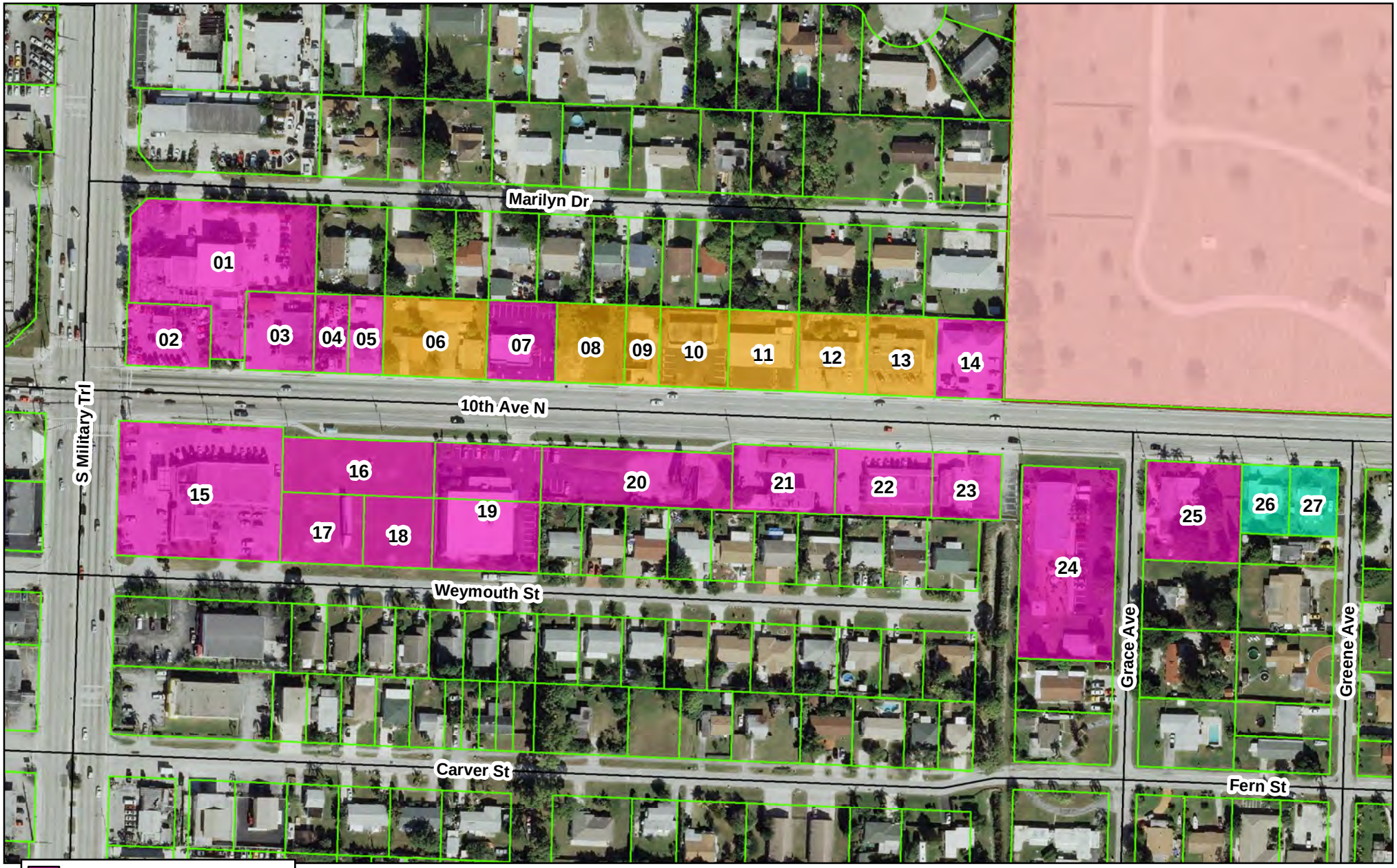
$ 50,000.00 **Total Assessed Value**

Ordinance No. 2016-17 & Ordinance No. 2016-16

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

0 125 250 500 Feet

DATE: 9/20/2016

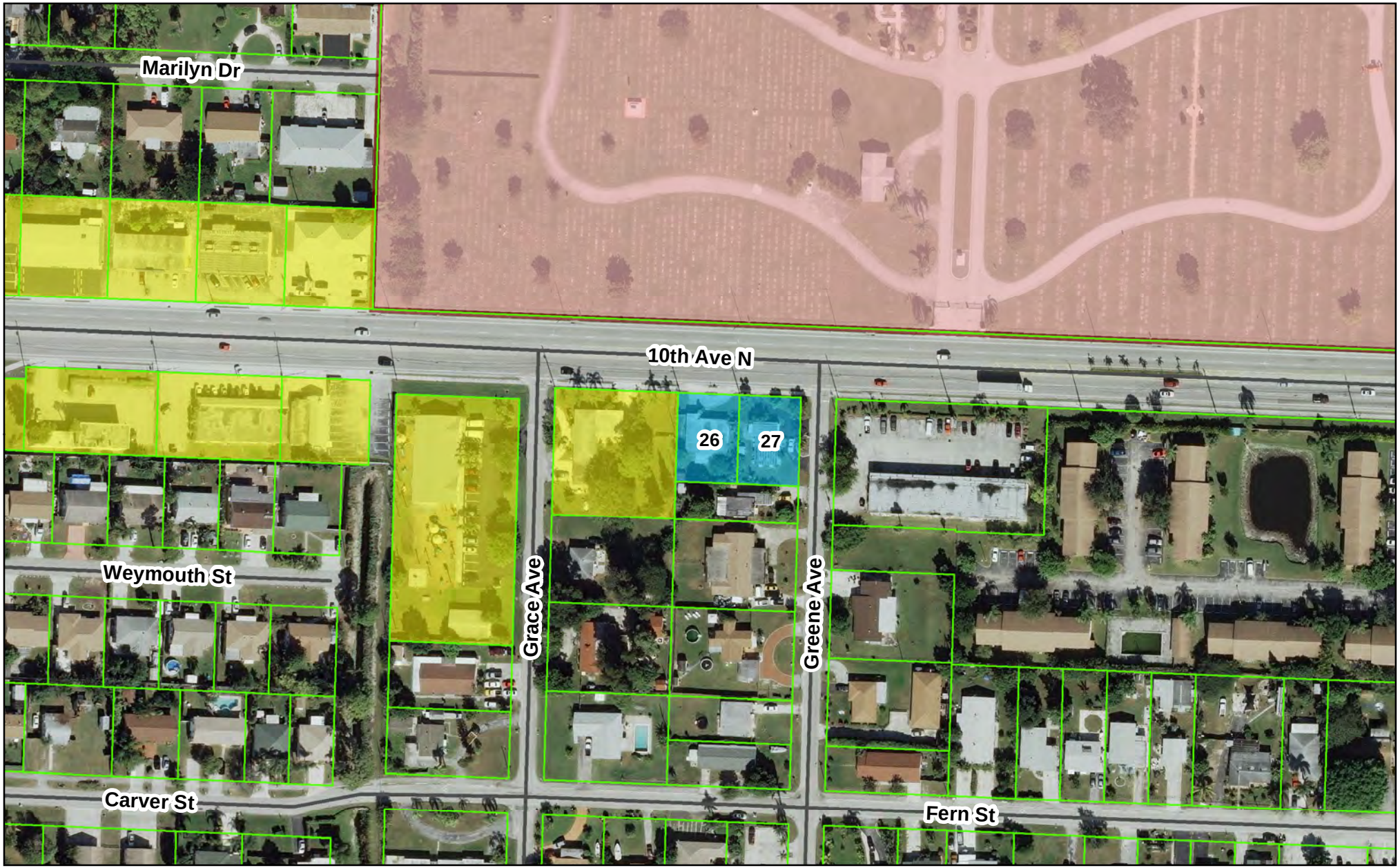
N W E S

Ordinance No. 2016-16

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

0 100 200 400 Feet

DATE: 10/13/2016

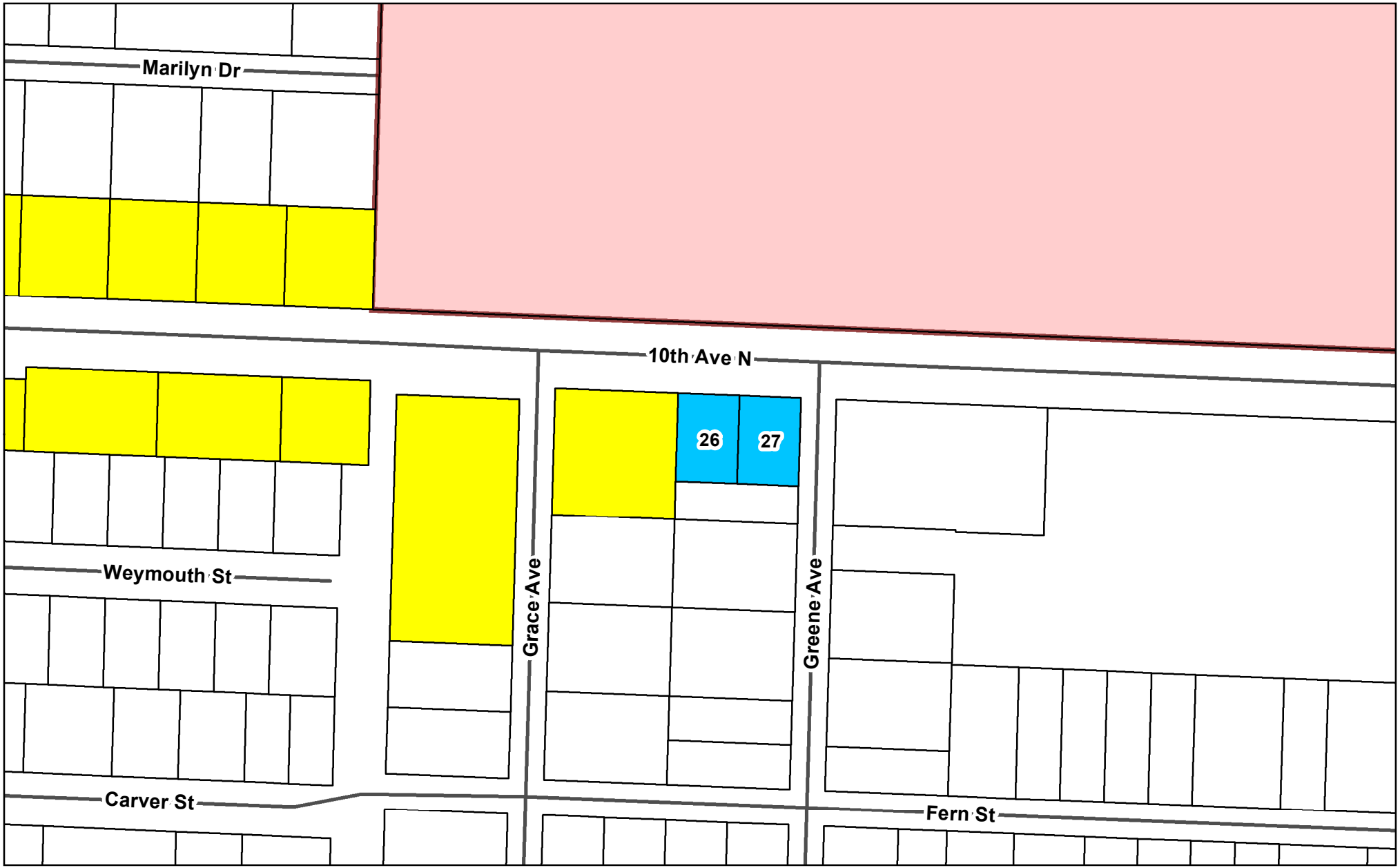
N W E S

Ordinance No. 2016-16

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

0 100 200 400 Feet

DATE: 10/13/2016

N W E S

Ordinance No. 2016-16

VILLAGE OF PALM SPRINGS

Annexation on 10th Avenue N - Future Land Use

Figure 2

VILLAGE OF PALM SPRINGS

Annexation on 10th Avenue N - Zoning

Figure 3

DATE: 10/13/2016

Village of Palm Springs

Executive Brief

AGENDA DATE: December 8, 2016

DEPARTMENT: Land Development

ITEM #13: Ordinance 2016-17 - Involuntary Annexation (§171.0413, F.S.), Land Use & Rezoning (Small Scale) - 25 Parcels along 10th Avenue North (East of Military Trail & West of Kirk Road)

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 and west of the Memorial Gardens Cemetery.

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:

Existing Future Land Use	Proposed Future Land Use	Existing Zoning	Proposed Zoning
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. Further, Parcels #26 & 27 on the location map have registered voters, and therefore cannot be part of the "annexation package", and are not included within the

proposed involuntary annexation process and will be presented to the Council as separate voluntary annexations.

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.

The Local Planning Agency also considered the proposed land use and zoning designations during their November 10, 2016 meeting and recommended approval.

The proposed ordinance was approved on November 10, 2016, and is being presented for 2nd and final reading.

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. Chapter 171.0413 - Annexation Procedures
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 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.

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:

	Aye	Nay	Absent
BEV SMITH, MAYOR	☐	☐	☐
JONI BRINKMAN, VICE MAYOR	☐	☐	☐
PATTI WALLER, MAYOR PRO TEM	☐	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	☐
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

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?
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Voluntary Parcels:	18	**Acres Voluntary:**	7.76
%	72%	**%**	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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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

10th 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 10th 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 10th Avenue North. 10th 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 10th Avenue North. 10th 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 10th 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 10th 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.

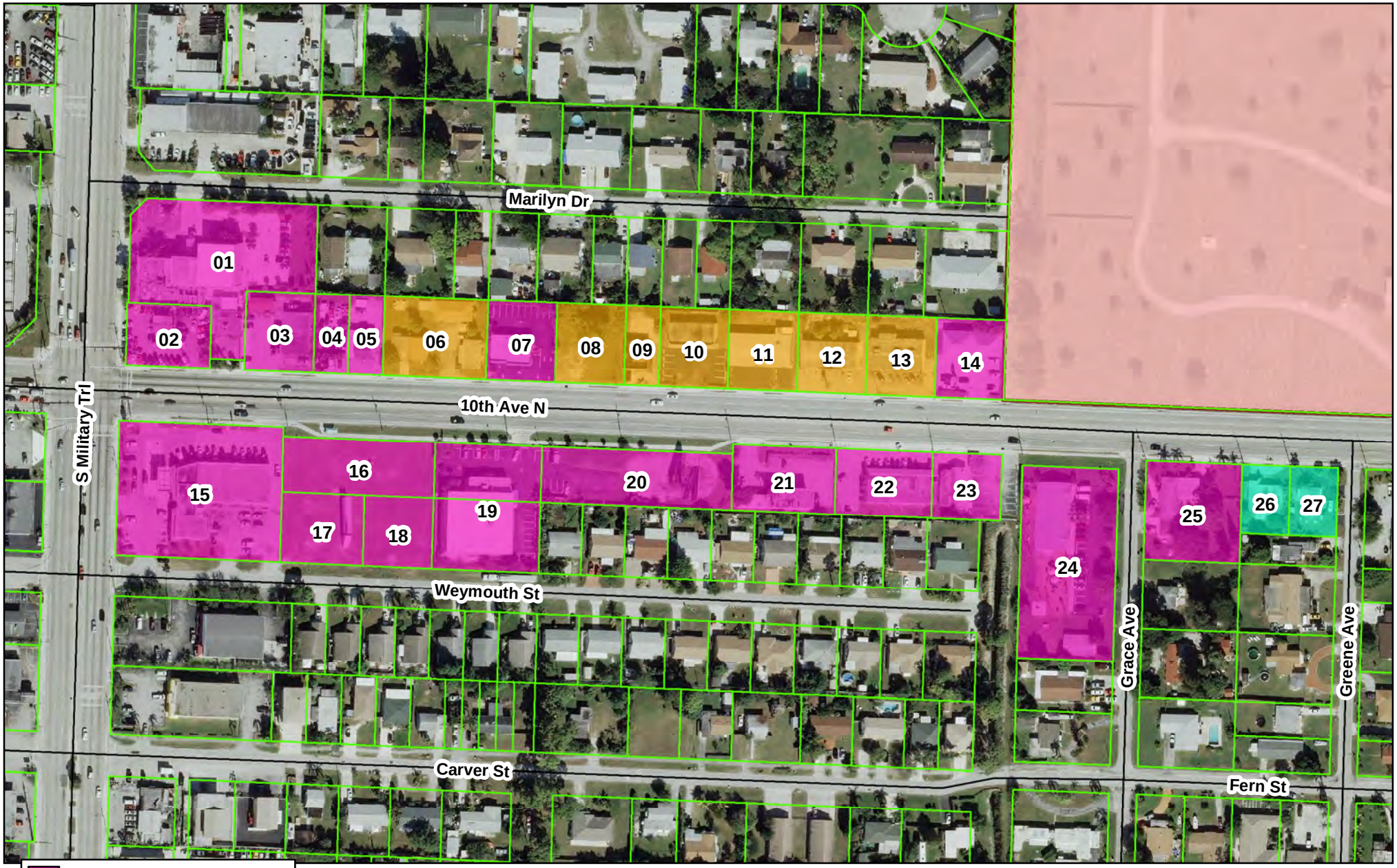
All daily administrative functions and general government support will be available to the properties by the Village if annexed into the corporate limits.

Ordinance No. 2016-17 & Ordinance No. 2016-16

VILLAGE OF PALM SPRINGS

Annexation on 10th Avenue N - East of Military Trail

Figure 1



Voluntary (Ord 2016-17)
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Village Limits

0 125 250 500 Feet

DATE: 9/20/2016

N W E S

§171.0413 Involuntary Annexation - 10th Avenue North

Ordinance 2016-17

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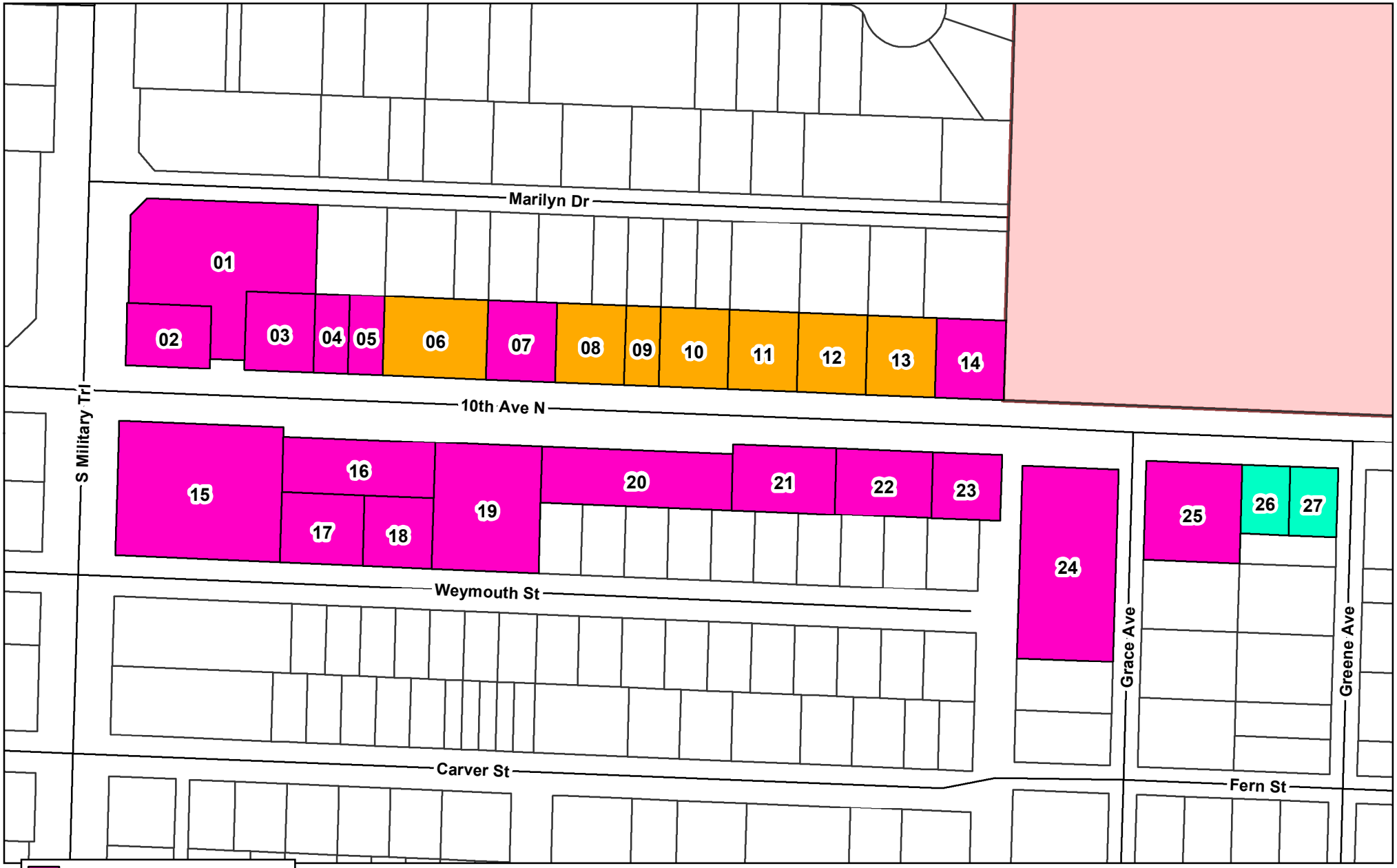
Ordinance No. 2016-17 & Ordinance No. 2016-16

VILLAGE OF PALM SPRINGS

Annexation on 10th Avenue N - East of Military Trail

Figure 1



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Village Limits

0 125 250 500 Feet

DATE: 9/20/2016

N W E S

Ordinance No. 2016-17 & Ordinance No. 2016-16

VILLAGE OF PALM SPRINGS

Annexation on 10th Avenue N - Future Land Use

Figure 2

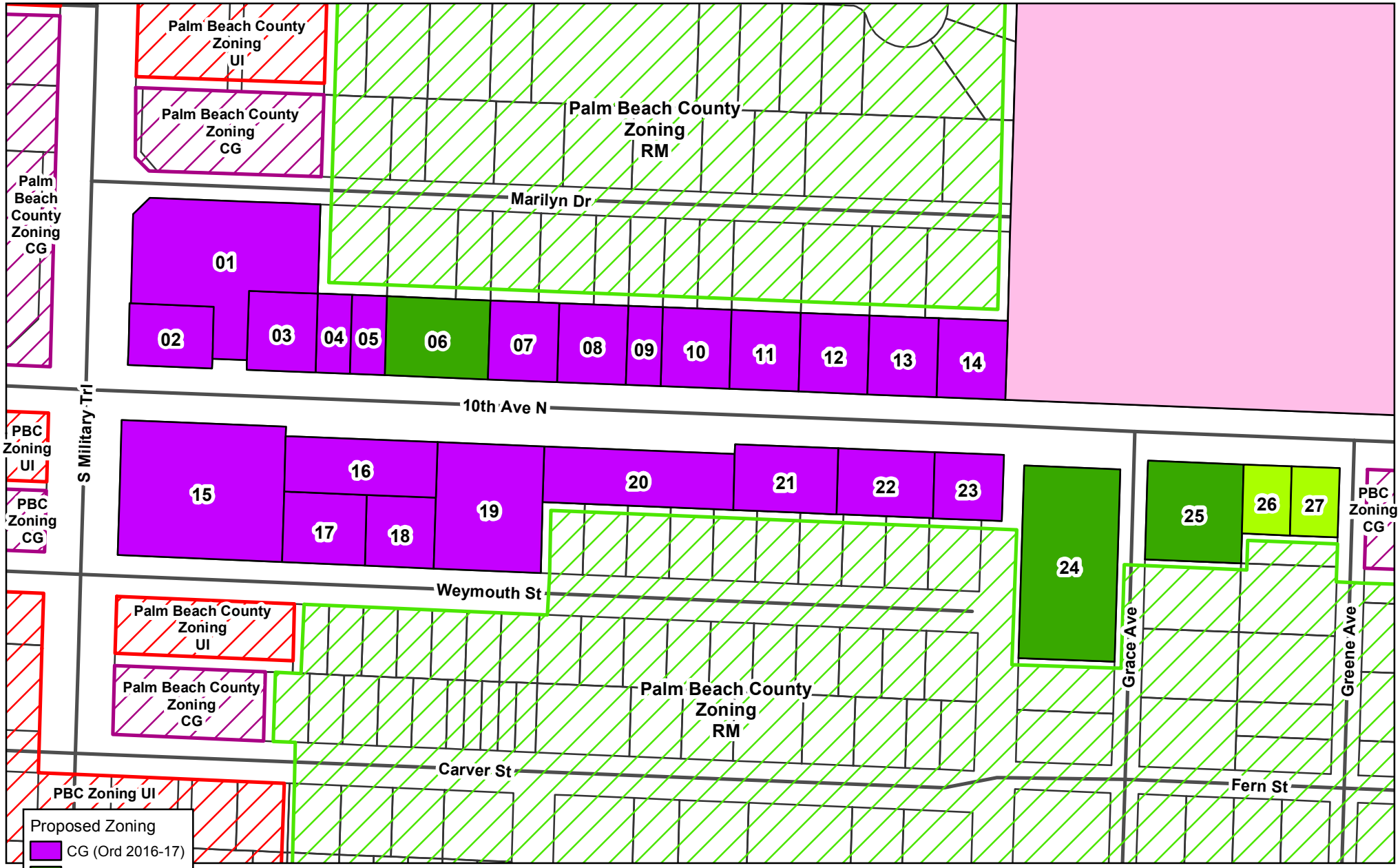
DATE: 9/20/2016

Ordinance No. 2016-17 & Ordinance No. 2016-16

VILLAGE OF PALM SPRINGS

Annexation on 10th Avenue N - Zoning

Figure 3



DATE: 9/20/2016

10TH 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 10th Avenue North, and connections are being completed by the property owners

Roads

10th 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[1] and 3700 residents, respectively.

[1] 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[2] 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[3] 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[4] area typically has more than average code cases (overgrown yard, house in disrepair, debris and trash, junk cars, etc.).
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 1st, 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

[2] Based on 0.5 FTE/1000 residents, 4 circulations/capita, and 2.8 materials per capita
[3] Based on State of Florida average LOS of 2.4 officers per 1,000 residents
[4] Countywide Community Revitalization Team (CCRT)

Fiscal Sustainability

Budgetary Considerations:

- Police Officers @ $124,469[5]
- Code Enforcement Officer @ $65,340

- Utility Surcharge – loss of 25% surcharge (revenue source) as area become Village residents/property owners

Additional Ad Valorem: $32,253[6]

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

[5] Staff costs includes personnel and equipment
[6] Based on 4 mils 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

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"

printed on sustainable and recycled paper

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
Tenth Ave N Voluntary 2017-70-001	**Acres:** 0.32 **Location:** Southwest corner of 10th Ave N & Green Ave **First Reading:** 11/10/2016 **Second Reading:** 12/8/2016
Tenth Ave N Voluntary Involuntary 2017-70-002	**Acres:** 9.57 **Location:** North and south sides of 10th Ave N, east side of Military Trl **First Reading:** 11/10/2016 **Second Reading:** 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 10th 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 10th Ave N and Military Trl (92-feet expanded). There are 13 existing street lights on the north side of 10th 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.

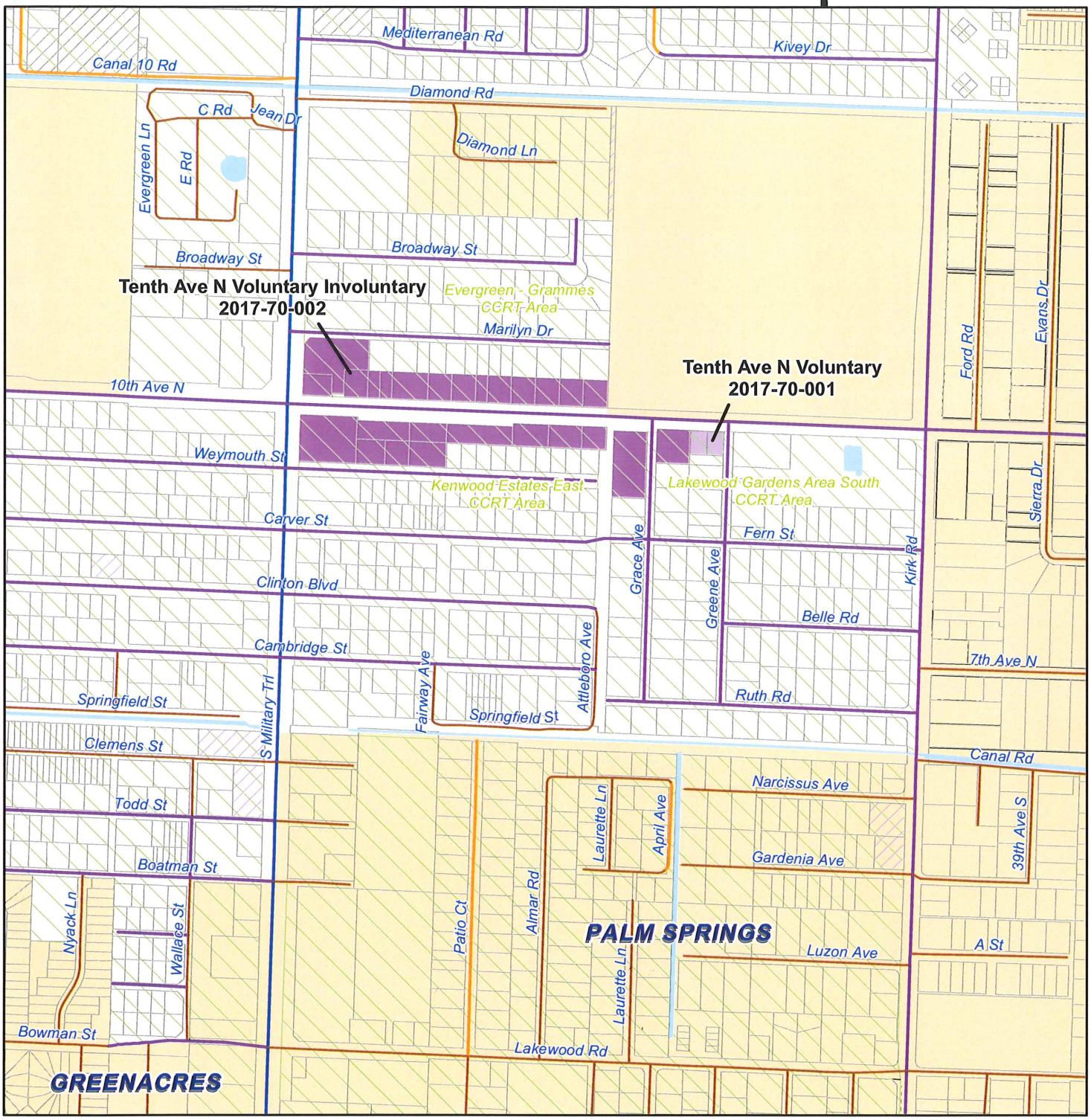
Sincerely,

Patricia Behn for

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
Proposed Annexation
CCRT Area
Municipality
Water

Right-of-Way Maintenance

County ROW Maintenance
County Maintained
Courtesy Maintained

Other ROW Maintenance
State Maintained
Other

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

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

Feet
200 0 200 400

N W E S

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

PALM BEACH COUNTY FLORIDA

Palm Beach County
Annexation Information Sheet

Please submit the following information regarding each proposed annexation:

Annexation Name	**10TH Avenue North Involuntary Annexation**
Annexation Type	**§171.0413(6) F.S. Involuntary**
Acres	**9.57 acres total (25 parcels)**
Location	**10th Avenue North, generally located east of Military Trail and west of the Village limits**
Existing Use	**Various – see spreadsheet**
Proposed Use	**Same**
County Future Land Use	**Urban Infill and MR-5**
County Zoning	**UI and RM**
City Future Land Use	**Commercial and Medium Density Residential**
City Zoning	**Commercial General (CG) and Multi-Family Residential (RM)**
First Reading (*if known*)	**November 10, 2016**
Second Reading (*if known*)	**December 8, 2016**
Ordinance Num. (*if known*)	**Ordinance No. 2016-17**
Location Map	**(Attached) Map # 1-25**
Parcel Control Numbers	**See Attached**

§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	00424424050000030	INTRACOASTAL PACKING INC	UI	UI	3222	S MILITARY TRL	0.9804	$ 849,386.00	No	PACKING	Commercial	CG	YES
2	00424424050000061	10TH AVENUE PROPERTIES INC	UI	UI	3240	S MILITARY TRL	0.2511	$ 290,792.00	No	AUTO SALES	Commercial	CG	YES
3	00424424050000080	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	00424424100991170	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	**Total Acres:**	9.57
Voluntary Parcels:	18	**Acres Voluntary:**	7.76
%	72%	**%**	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

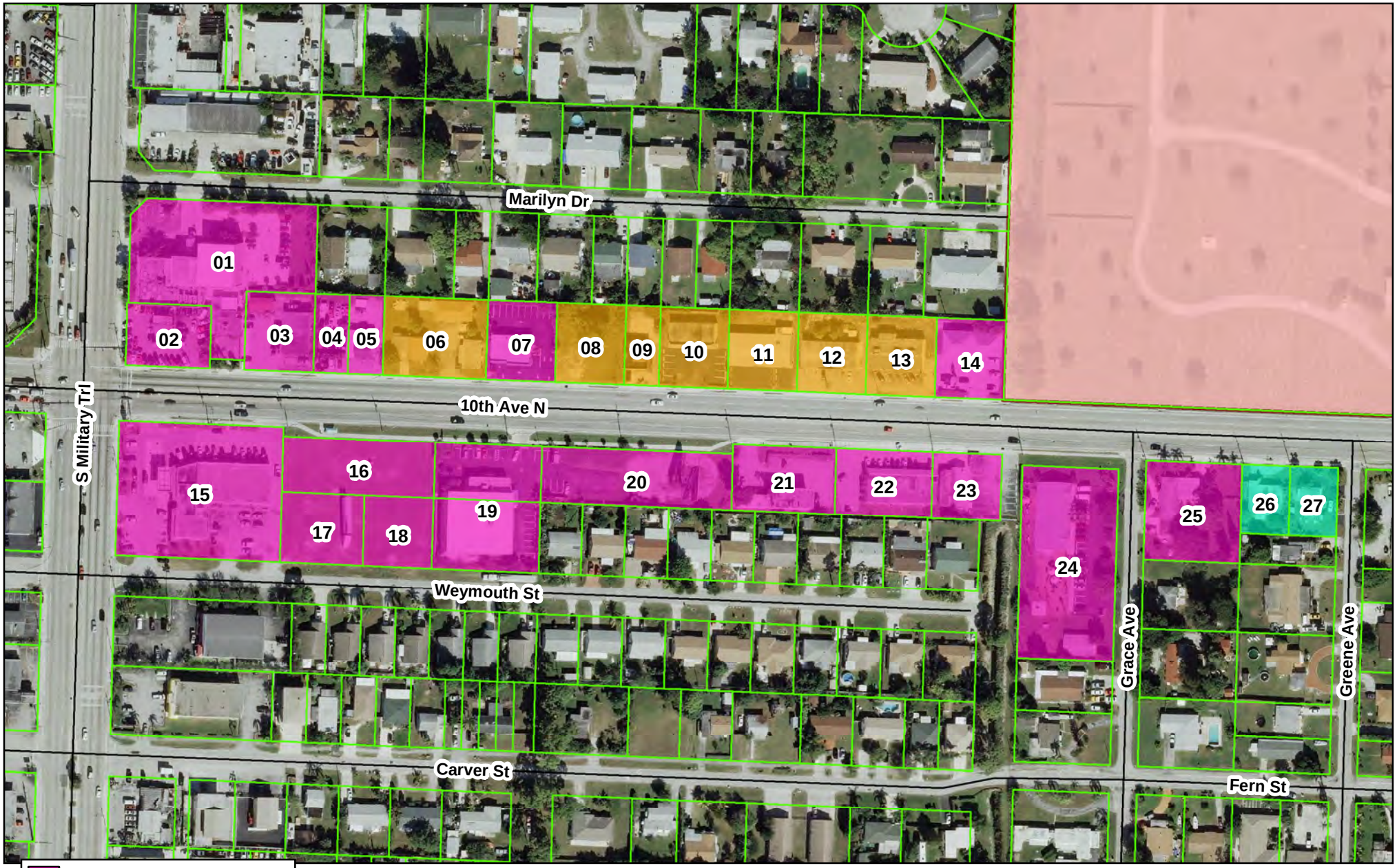
$ 50,000.00 **Total Assessed Value**

Ordinance No. 2016-17 & Ordinance No. 2016-16

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

0 125 250 500 Feet

DATE: 9/20/2016

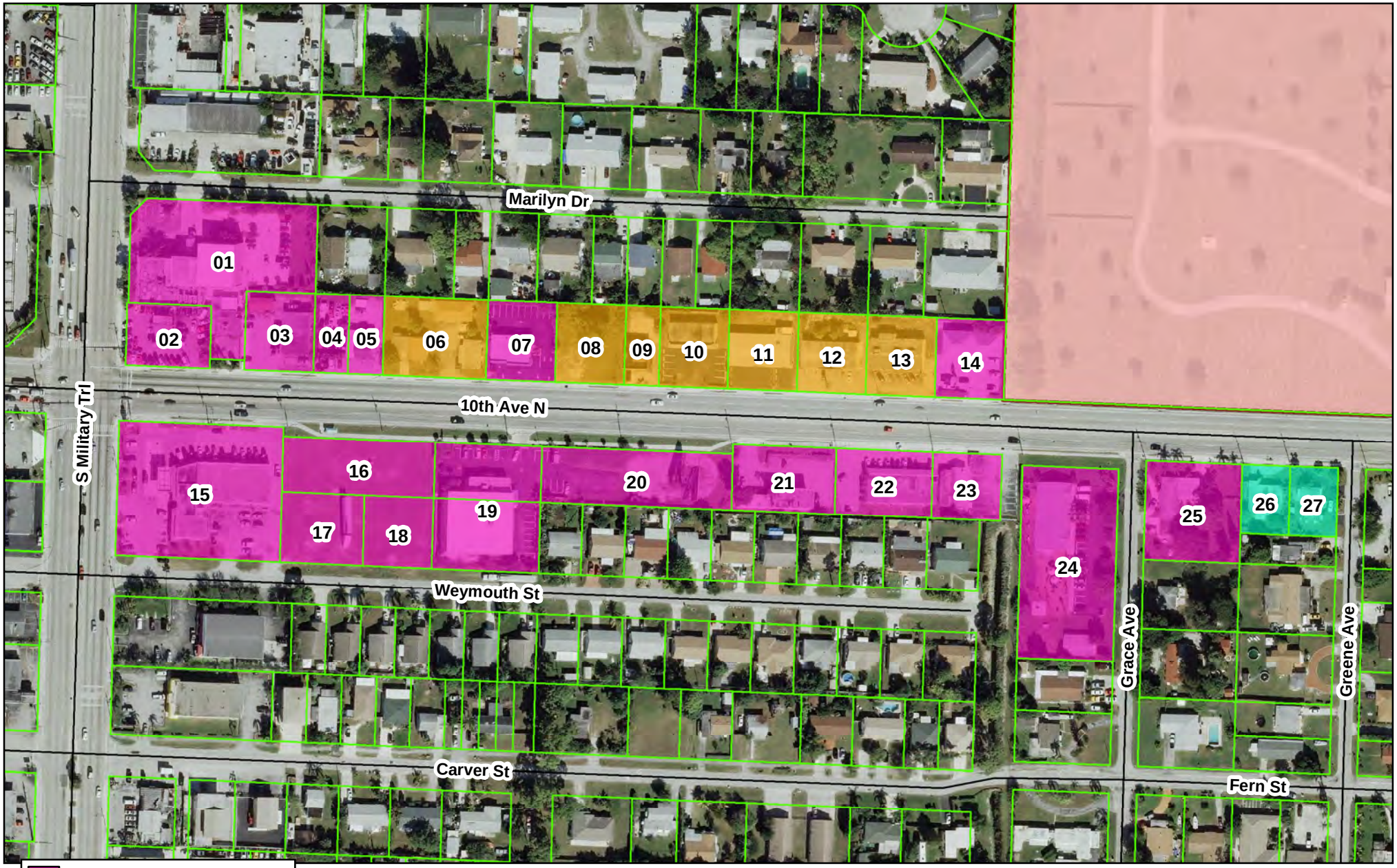
N W E S

Ordinance No. 2016-17 & Ordinance No. 2016-16

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

0 125 250 500 Feet

DATE: 9/20/2016

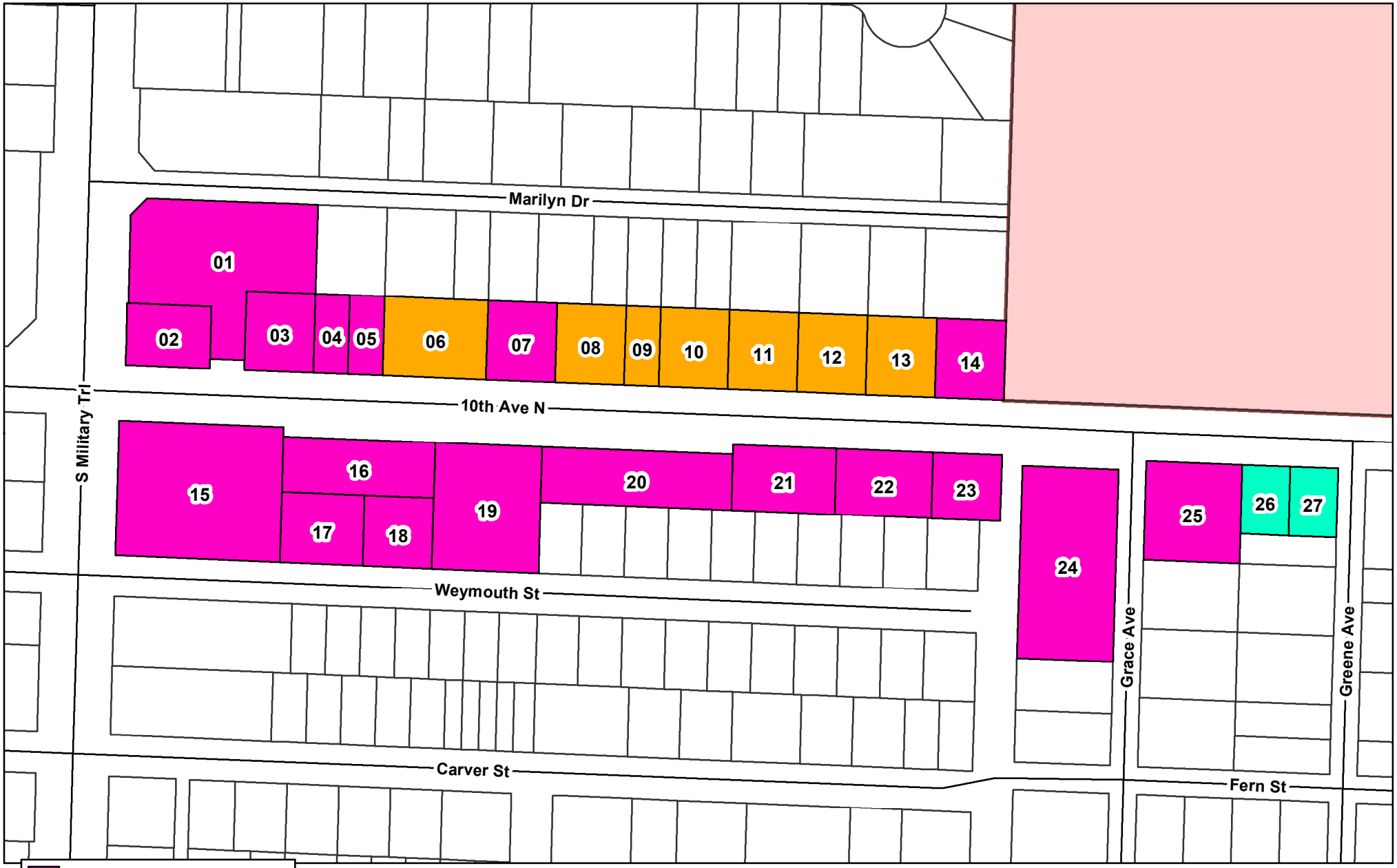
N W E S

Ordinance No. 2016-17 & Ordinance No. 2016-16

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

0 125 250 500 Feet

DATE: 9/20/2016

N W E S

Ordinance No. 2016-17 & Ordinance No. 2016-16

VILLAGE OF PALM SPRINGS

Annexation on 10th Avenue N - Future Land Use

Figure 2

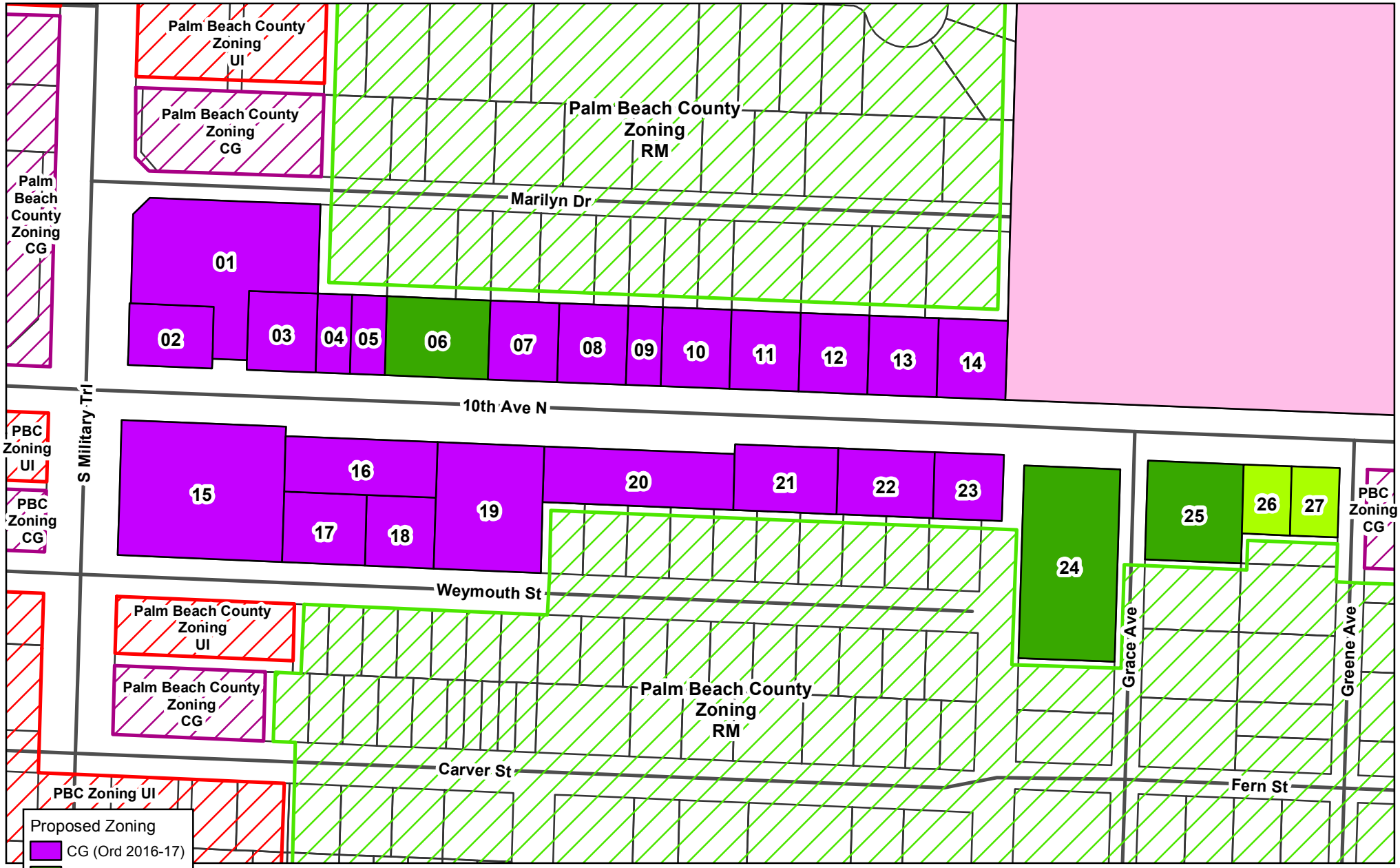
DATE: 9/20/2016

Ordinance No. 2016-17 & Ordinance No. 2016-16

VILLAGE OF PALM SPRINGS

Annexation on 10th Avenue N - Zoning

Figure 3



DATE: 9/20/2016

Village of Palm Springs

Executive Brief

AGENDA DATE: December 8, 2016

DEPARTMENT: Land Development

ITEM #14: Ordinance 2016-22 - Voluntary Annexation - 4177 South Congress Avenue (Congress Apartments)

SUMMARY: Pursuant to Village annexation objectives, discussions have been ongoing with property owners along the South Congress Avenue corridor regarding the benefits of annexation. The subject area is generally located south of the L-12 Canal (south of Lake Worth Road) and north of the City of Atlantis.

The property owner, Congress Apartments LLC, has consented to voluntary annexation, however, there are registered voters that prevent this parcel from being included in the proposed §171.0413 involuntary annexation package.

The 1.98-acre parcel is developed with 16 rental apartments. A proposed Village land use and zoning designation will be assigned under a separate ordinance following the annexation process.

Note: See parcel #3 on the attached table and map.

Palm Beach County staff has provided verbal confirmation that there are no concerns with the annexation and that the proposed annexation is consistent with state statutes. A formal letter is forthcoming and will be presented to the Council prior to consideration.

The Land Development Board will consider the proposed annexation during their December 6, 2016 meeting, and their recommendation will be provided to the Council prior to consideration.

If approved on 1st reading, the proposed ordinance will be considered for 2nd and final reading by the Village Council on December 15, 2016.

FISCAL IMPACT:
The assessed value of the parcel is $419,938 and will contribute to the Village's overall property values.

ATTACHMENTS:

1. Proposed Ordinance 2016-22
2. Annexation Parcel Summaries - Table

3. Annexation Study
4. PBC Annexation Information Sheet
5. Aerial and Location Maps

ORDINANCE NO. 2016-22

(VOLUNTARY ANNEXATION)

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ANNEXING A PARCEL OF LAND, TOTALING 1.98 ACRES, INDIVIDUALLY OWNED; LOCATED AT 4177 SOUTH CONGRESS AVENUE, AND 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, Petitioner(s), individually owned, constituting all of the fee simple title holders to those lands located at 4177 South Congress 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, the Village Council, has considered the requests for annexation and has also considered the recommendation of the Village staff; and

WHEREAS, the Village Council has determined that granting the request for annexation 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 adopts a Comprehensive Land Use Plan amendment and it becomes effective. That the parcel of land more particularly described in **Exhibit "A",** is 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 land were originally a part of the Village of Palm Springs.

Section 3. Directions to the Village Clerk. The Village Clerk is hereby authorized and directed to forthwith 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 4. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 5. Severability. If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

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

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

	Aye	Nay	Absent
BEV SMITH, MAYOR	☐	☐	☐
JONI BRINKMAN, VICE MAYOR	☐	☐	☐
PATTI WALLER, MAYOR PRO TEM	☐	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	☐

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

Exhibit "A"

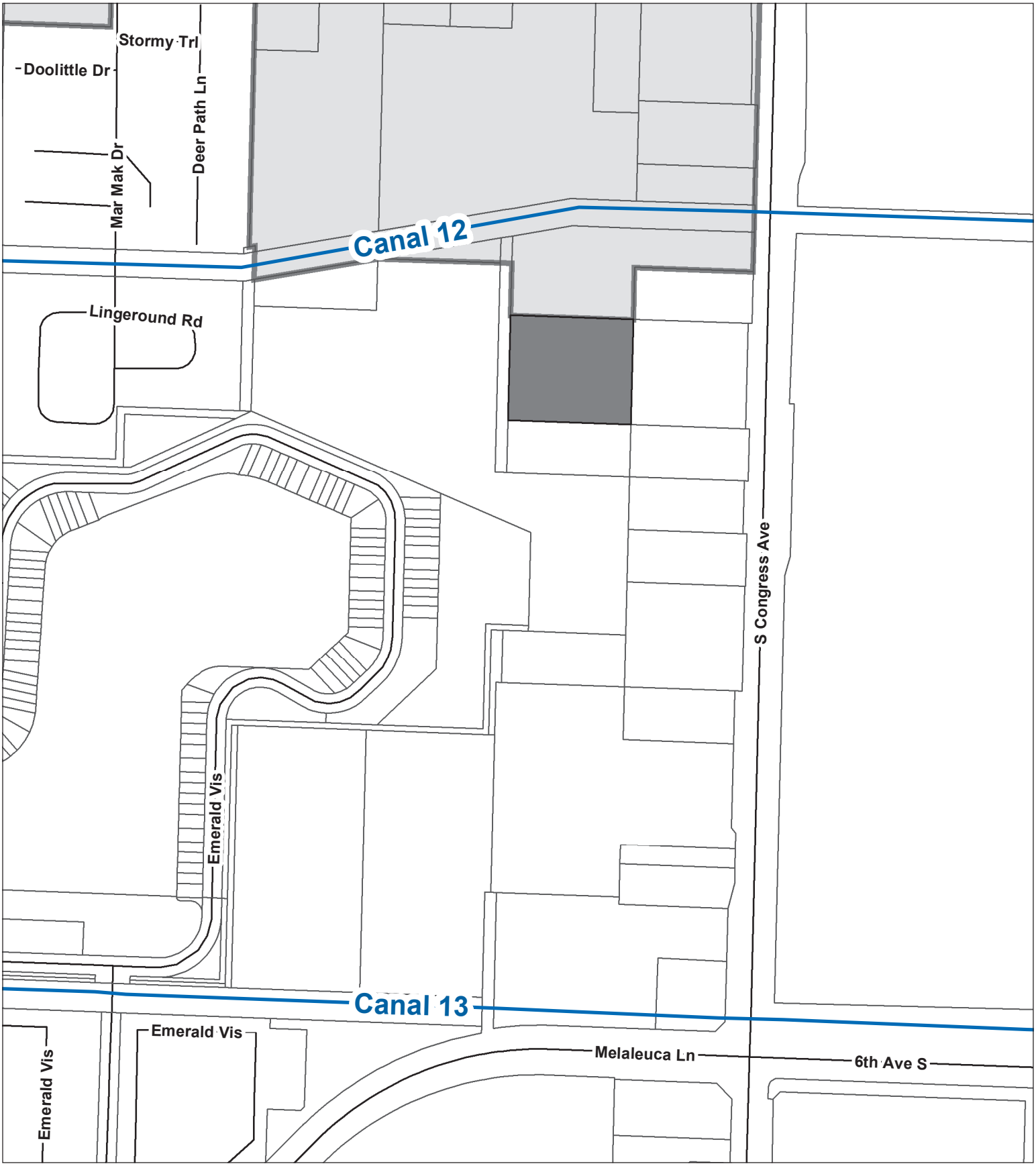
Map ID	PCN	ADDRESS	OWNER	ACRES	ASSESSED VALUE	PBC LAND USE	PBC ZONING	PROPOSED LAND USE	PROPOSED ZONING
3	00434430010310030	4177 S. Congress Avenue	Congress Apartments LLC	1.98	$419,938	UI	UI	Med Res	RM

Legal Description:

PALM BEACH FARMS CO PLAT 7 LTS C & D BLK 31

VILLAGE OF PALM SPRINGS

Annexation on S Congress Avenue - Ordinance 2016-22



Ord 2016-22

Village Limits

0 175 350 700 Feet

DATE: 11/15/2016

N W E S

Map ID	PCN	ADDRESS	OWNER	ACRES	ASSESSED VALUE	PBC LAND USE	PBC ZONING	PROPOSED LAND USE	PROPOSED ZONING
3	00434430010310030	4177 S. Congress Avenue	Congress Apartments LLC	1.98	$419,938	UI	UI	Med Res	RM

SOUTH CONGRESS AVENUE
ANNEXATION AREA

(Ordinances 2016-22, 2016-23, & 2016-24, Resolution 2016-81)

Existing Conditions

Area:	86.78 acres
Parcels:	40 individual properties
	34 voluntary
	6 involuntary
Use(s):	residential
	359 multi-family units
	16 unit motel
	Office/ Retail / Restaurants / Vacant
Land Use:	PBC Urban Infill and Institutional and HR/8
Zoning:	PBC UI and MUPD and PUD and PO
Average Property Value:	$1.9 million
Population Estimate:	898 residents

Village Considerations

Land Use:	Village Commercial, High/Medium Density Residential or Mixed Use
Zoning:	Village RM and CG and MU
Services:	
Utilities	Palm Beach County Water Utilities, Lake Worth Utilities and Atlantis Utilities serve the South Congress Avenue area
Roads	Congress Avenue and Melaleuca Lane are County roads and are generally in good condition with sidewalks on both sides of the road Street lights are located at intersections.
Parks	The annexation area is located south of the current Village boundary. The nearest Village parks are the ±1-acre Royal Palm Park, located on Davis Road, just north of Lakewood Road, and the 1.7-acre Sabal Palm Park, located on Summer Street, just north of 10th Avenue North. Both neighborhood parks are of sufficient size to serve 2000 residents[1] and 3400 residents, respectively.

[1] Based on Village LOS standard of 5 acres/10,000 population

This annexation area is located is closer proximity to the Palm Beach County's John Prince Park, which is a regional park comprised of over 700 acres, including a 300+acre lake. Recreation facilities include basketball courts, softball fields, playgrounds, 4.5 miles of walking and bicycle paths, picnic pavilions, and boat ramps.

Library — The estimated 898 residents are projected to undertake 3,592 circulations/year, will require 900 materials, and necessitate 0.45[2] librarians/library volunteers 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 898 residents necessitate 2 officers[3] 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 4,172 calls for service for the subject area for the 2-year period October 1, 2013 - September 30, 2015, which includes property damage crimes such as graffiti and vandalism.

Code Compliance — The area is within the County's "Serafica Road" and "Congress Park-32nd Drive South" Countywide Community Revitalization Team ("CCRT") area. A CCRT area typically has more than average code cases (overgrown yard, house in disrepair, debris and trash, junk cars, etc.). The addition of 86.78 acres necessitates 0.14 code enforcement officers[4] to serve the area.

Permitting — Construction of the proposed Morguard mixed-use project will provide permitting revenue, as well as other redevelopment efforts facilitated by the Village College-Hospital Overlay and the elimination of the burdensome (County) Urban Redevelopment Area regulations.

Garbage	Advanced Systems = existing provider; residential service to transfer to Republic Services on Oct 1st, commercial to remain with Advanced through effective period of existing contract
Surfacewater	unaffected – LWDD area
Fire Rescue	unaffected – PBC Fire Rescue
Electric	unaffected – Lake Worth Utilities
Schools	unaffected – existing residences and student population

[2] Based on 0.5 FTE/1000 residents, 4 circulations/capita, and 2.8 materials per capita
[3] Based on State of Florida average LOS of 2.4 officers per 1,000 residents
[4] Based on 1 code officer per square mile

Fiscal Sustainability

Budgetary Considerations:

- Police Officers 2 @ $124,469[5] > $248,938
- Code Enforcement Officer 0.14 @ $65,340 > $ 9,148

Additional Ad Valorem: $3,107,594[6]

Non-measurable Factors: Increase in other revenue sources, including sales tax, gas tax, franchise fees, 1% infrastructure surtax, etc.

Expansion of Village boundary to the Atlantis city limits will allow consistent regulations and code enforcement and law enforcement to be applied along the Congress Avenue corridor to promote a better business environment and foster redevelopment.

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

A Safe Village = Priceless

[5] Staff costs includes personnel and equipment

[6] Based on 4 mils and 2016 assessed values ($77,689,805)

Palm Beach County
Annexation Information Sheet

Please submit the following information regarding each proposed annexation:

Annexation Name	**Congress Apartments**
Annexation Type	**Voluntary**
Acres	**1.98 acres**
Location	**4177 S. Congress Avenue**
Existing Use	**Multi Family Residential (16 units)**
Proposed Use	**Same**
County Future Land Use	**Urban Infill**
County Zoning	**UI**
City Future Land Use	**Medium Density Residential**
City Zoning	**Multi-Family Residential (RM)**
First Reading (*if known*)	**December 8, 2016**
Second Reading (*if known*)	**December 15, 2016**
Ordinance Num. (*if known*)	**Ordinance No. 2016-22**
Location Map	**(Please Attach)** **Map # 3**
Parcel Control Number	**00-43-44-30-01-031-0030**

VILLAGE OF PALM SPRINGS

Figure 1

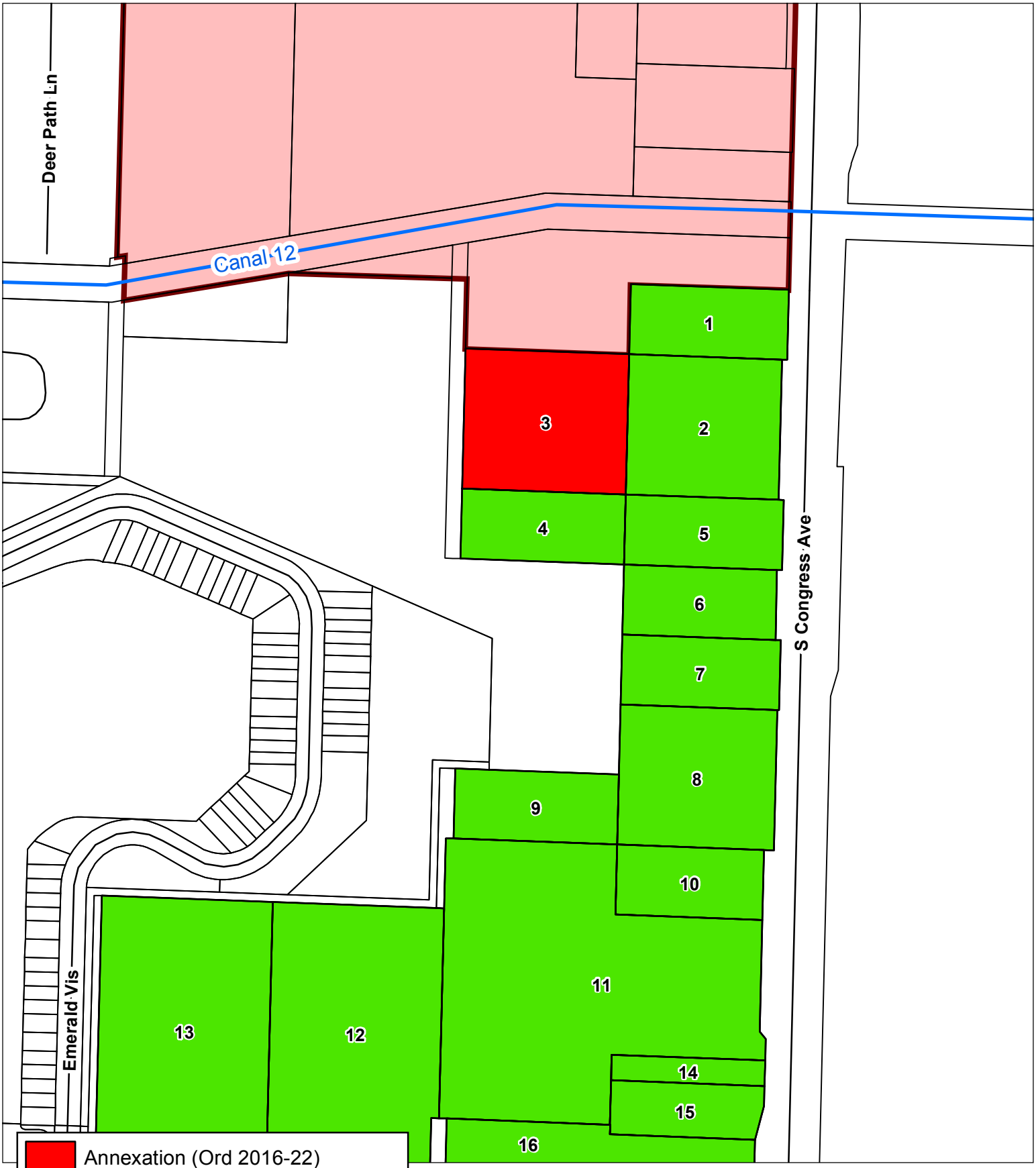
Annexation on S Congress Avenue - Ordinance 2016-22

DATE: 11/17/2016

VILLAGE OF PALM SPRINGS

Figure 1

Annexation on S Congress Avenue - Ordinance 2016-22



DATE: 11/17/2016

Village of Palm Springs

Executive Brief

AGENDA DATE: December 8, 2016

DEPARTMENT: Land Development

ITEM #15: Ordinance 2016-23 - Involuntary Annexation (§171.0413, F.S.) - 34 Parcels along South Congress Avenue (South of Lake Worth Road & North of the City of Atlantis)

SUMMARY: Pursuant to Village annexation objectives, discussions have been ongoing with property owners in the "South Congress Avenue" area regarding the benefits of annexation. The subject annexation area is generally located south of the L-12 canal (south of Lake Worth Road) and north of the City of Atlantis (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, thirty-four (34) parcels (totaling 62.14 acres) are proposed to be annexed under §171.0413, F.S. Of these thirty-four (34) parcels, twenty-nine (29) property owners (85% of properties) have consented to annexation by executing voluntary annexation petitions, which represents 89% of the total acreage (55.16 acres) in the proposed involuntary annexation area.

The properties are currently developed as a mix of commercial and multi-family uses. The 18.09 acre vacant Morguard property, that will be considered for an annexation agreement (Ordinance 2016-25), is proposed to be developed as mixed use under the recently approved CHO zoning overlay. Village land use and zoning designations will be assigned under a separate ordinance following the annexation process.

Note: See attached table and location map (Parcels# 1, 2, 4-19, 21-48 depicted in green or yellow)

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 staff has provided verbal confirmation that there are no concerns with the annexation that the proposed annexation is consistent with state statutes. A formal letter is forthcoming and will be presented to the Council prior to consideration.

The Land Development Board will consider the proposed annexation during its December 6, 2016 meeting, and their recommendation will be presented to the Council prior to consideration.

If approved on 1st reading, the proposed ordinance will be considered for 2nd and final reading by the Village Council on December 15, 2016.

FISCAL IMPACT:

The assessed value of the thirty-four (34) parcels is approximately $47 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 South Congress Avenue corridor as they are expected to contribute to the Village's strategies for economic (re-)development and our sense of identity.

ATTACHMENTS:

1. Ordinance 2016-23
2. Chapter 171.0413 - Annexation Procedures
3. Annexation Parcel Summaries - Table 1
4. Urban Services Report
5. Annexation Study
6. PBC Annexation Information Sheet
7. Aerial and Location Maps

ORDINANCE NO. 2016-23

(INVOLUNTARY ANNEXATION)

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ANNEXING THIRTY-FOUR (34) PARCELS OF LAND, PURSUANT TO SECTION 171.0413 (5)&(6), INDIVIDUALLY OWNED, CONSISTING OF A TOTAL OF 62.14 ACRES; GENERALLY LOCATED ALONG SOUTH CONGRESS AVENUE, SOUTH OF THE L-12 CANAL AND NORTH OF THE ATLANTIS CITY LIMITS; AND 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 62.14 acres, more or less, and which is more specifically described in Exhibit "A", attached hereto; 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, the Village Council, has considered the request for annexation 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. Directions to the Village Clerk. The Village Clerk is hereby authorized and directed to forthwith 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 4. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 5. Severability. If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

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

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

	Aye	Nay	Absent
BEV SMITH, MAYOR	☐	☐	☐
JONI BRINKMAN, VICE MAYOR	☐	☐	☐

PATTI WALLER, MAYOR PRO TEM	☐	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	☐
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

Exhibit "A"

§171.0413 Involuntary Annexation - South Congress Avenue Area
Ordinance 2016-23

TABLE 1

MAP_NUMBER	PCN	OWNER_NAME	PBC_FLU	PBC ZONING	ADDRESS NUMBER	STREET NAME	ACRES	ASSESSED VALUE	REGISTERED VOTERS?	PROPOSED VILLAGE FLU	PROPOSED VILLAGE ZONING	VOLUNTARY?
1	00434430010320020	LP ROCA INVESTMENTS INC	URBAN INFILL	UI	4163	S CONGRESS AVE	0.95	129,440.00	0	Commercial	CG	No
2	00434430010320030	MEDICAL SERVICES OF AMERICA INC	URBAN INFILL	UI	4175	S CONGRESS AVE	1.86	951,952.00	0	Commercial	CG	Yes
4	00434430010310050	BETHEL ASSEMBLY OF LAKE WORTH FL INC	URBAN INFILL	UI	N/A	S CONGRESS AVE	0.98	141,120.00	0	Commercial	CG	Yes
5	00434430010320050	BETHEL ASSEMBLY OF LAKE WORTH FL INC	URBAN INFILL	UI	N/A	S CONGRESS AVE	0.96	198,510.00	0	Commercial	CG	Yes
6	00434430010330010	BETHEL ASSEMBLY OF LAKE WORTH FL INC	URBAN INFILL	UI	N/A	S CONGRESS AVE	0.93	191,869.00	0	Commercial	CG	Yes
7	00434430010330020	BETHEL ASSEMBLY OF LAKE WORTH FL INC	URBAN INFILL	UI	N/A	S CONGRESS AVE	0.96	202,807.00	0	Commercial	CG	Yes
8	00434430010330030	BETHEL ASSEMBLY OF LAKE WORTH FL INC	URBAN INFILL	UI	4320	S CONGRESS AVE	1.90	1,534,466.00	0	Commercial	CG	Yes
9	00434430010340040	BETHEL ASSEMBLY OF LAKE WORTH FL INC	URBAN INFILL	UI	4320	S CONGRESS AVE	0.98	233,438.00	0	Commercial	CG	Yes
10	00434430010330050	MORGUARD CORAL LAKES LLC	URBAN INFILL	UI	N/A	S CONGRESS AVE	0.89	89,250.00	0	Mixed Use	MU	Yes
11	00434430010340050	MORGUARD CORAL LAKES LLC	URBAN INFILL	UI	4411	S CONGRESS AVE	5.88	587,840.00	0	Mixed Use	MU	Yes
12	00434430010620010	MORGUARD CORAL LAKES LLC	URBAN INFILL	UI	N/A	S CONGRESS AVE	5.09	509,000.00	0	Mixed Use	MU	Yes
13	00434430010610010	MORGUARD CORAL LAKES LLC	URBAN INFILL	UI	N/A	S CONGRESS AVE	5.18	518,000.00	0	Mixed Use	MU	Yes
14	00434430010640032	MORGUARD CORAL LAKES LLC	URBAN INFILL	UI	N/A	S CONGRESS AVE	0.34	34,000.00	0	Mixed Use	MU	Yes
15	00434430010640031	MORGUARD CORAL LAKES LLC	URBAN INFILL	UI	N/A	S CONGRESS AVE	0.71	70,560.00	0	Mixed Use	MU	Yes
16	00434430160010000	CONGRESS POINTE INC	URBAN INFILL	UI	4455	S CONGRESS AVE	3.78	2,908,403.00	0	Commercial	CG	
17	00434430160020000	WENDYS PROPERTIES LLC	URBAN INFILL	UI	4483	S CONGRESS AVE	0.74	615,208.00	0	Commercial	CG	Yes
18	00434430010650010	P F A SARA LLC	URBAN INFILL	UI	4567	S CONGRESS AVE	0.99	10,090,676.00	0	Commercial	CG	No
19	00434430010650032	SWORDFISH REAL ESTATE LLC	URBAN INFILL	UI	N/A	S CONGRESS AVE	0.59	471,574.00	0	Commercial	CG	No
21	00434430150000020	JFK MEDICAL CENTER LIMITED PARTNERSHIP	URBAN INFILL	UI	4665	S CONGRESS AVE	2.10	2,828,490.00	0	Commercial	CG	Yes
22	00434430150000010	COLUMBIA JFK MEDICAL CENTER	URBAN INFILL	UI	4685	S CONGRESS AVE	2.41	3,725,780.00	0	Commercial	CG	Yes
23	00434430010970010	DCS INVESTMENT GROUP LLC	URBAN INFILL	UI	4765	S CONGRESS AVE	0.67	850,000.00	0	Commercial	CG	No
25	00434430010970020	SHEEL GUADALUPE D	URBAN INFILL	UI	4787	S CONGRESS AVE	0.75	516,755.00	0	Commercial	CG	Yes
27	00434430010970030	4801 CONGRESS AVENUE LLC	URBAN INFILL	UI	4801	S CONGRESS AVE	2.86	4,655,000.00	0	Commercial	CG	Yes
28	00434430010980030	PRINCE PARTNERS	URBAN INFILL	UI	3098	FERRELL DR	0.33	51,287.00	0	Commercial	CG	Yes
29	00434430010980040	PRINCE PARTNERS	URBAN INFILL	UI	N/A	N/A (ACCESS OFF PAETZOLD D	0.99	153,707.00	0	Commercial	CG	Yes
30	00434430010980053	PRINCE PARTNERS	URBAN INFILL	UI	3075	PRINCE DR	0.29	45,458.00	0	Commercial	CG	Yes
33	00434430011280010	4889 S CONGRESS LLC	URBAN INFILL	UI	4889	S CONGRESS AVE 100	0.69	1,302,835.00	0	Commercial	CG	Yes
34	00434430110000010 00434430110000020 00434430110000030 00434430110000040	LAKE WORTH OFFICE PARTNERS LLC	URBAN INFILL	UI	4909, 4911, 4913, 4915	S CONGRESS AVE	0.90	1,050,151.00	0	Commercial	CG	Yes
35	00434430011280030	LAKE WORTH OFFICE PARTNERS LLC	URBAN INFILL	UI	4949	S CONGRESS AVE	0.90	1,263,457.00		Commercial	CG	Yes
36	00434430220000000	SELECT SPECIALTY HOSPITAL PALM BEACH INC	INST/8	MUPD	3060	MELALEUCA LN	6.50	8,553,034.00	0	Commercial	CG	Yes
48	00434429000030010	PALM BEACH HABILITATION CENTER INC	INST	PO	4522	S CONGRESS AVE	9.04	2,742,106.00	0	Commercial	CG	Yes

34	**Total Parcels (PCNs)**
29	# Voluntary
85%	% of parcels voluntary

62.14	**Total Acreage**
55.16	Acreage of Voluntary
89%	% of acreage voluntary

VILLAGE OF PALM SPRINGS

Annexation on S Congress Avenue - Ordinance 2016-23

Ord 2016-23

Village Limits

0 300 600 1,200 Feet

DATE: 11/15/2016

N W E S

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 - South Congress Avenue Area **TABLE 1**
Ordinance 2016-23

MAP_NUMBER	PCN	OWNER_NAME	PBC_FLU	PBC ZONING	ADDRESS NUMBER	STREET NAME	ACRES	ASSESSED VALUE	REGISTERED VOTERS?	PROPOSED VILLAGE FLU	PROPOSED VILLAGE ZONING	VOLUNTARY?
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6	00434430010330010	BETHEL ASSEMBLY OF LAKE WORTH FL INC	URBAN INFILL	UI	N/A	S CONGRESS AVE	0.93	191,869.00	0	Commercial	CG	Yes
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14	00434430010640032	MORGUARD CORAL LAKES LLC	URBAN INFILL	UI	N/A	S CONGRESS AVE	0.34	34,000.00	0	Mixed Use	MU	Yes
15	00434430010640031	MORGUARD CORAL LAKES LLC	URBAN INFILL	UI	N/A	S CONGRESS AVE	0.71	70,560.00	0	Mixed Use	MU	Yes
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33	00434430011280010	4889 S CONGRESS LLC	URBAN INFILL	UI	4889	S CONGRESS AVE 100	0.69	1,302,835.00	0	Commercial	CG	Yes
34	00434430110000010 00434430110000020 00434430110000030 00434430110000040	LAKE WORTH OFFICE PARTNERS LLC	URBAN INFILL	UI	4909, 4911, 4913, 4915	S CONGRESS AVE	0.90	1,050,151.00	0	Commercial	CG	Yes
35	00434430011280030	LAKE WORTH OFFICE PARTNERS LLC	URBAN INFILL	UI	4949	S CONGRESS AVE	0.90	1,263,457.00		Commercial	CG	Yes
36	00434430220000000	SELECT SPECIALTY HOSPITAL PALM BEACH INC	INST/8	MUPD	3060	MELALEUCA LN	6.50	8,553,034.00	0	Commercial	CG	Yes
48	00434429000030010	PALM BEACH HABILITATION CENTER INC	INST	PO	4522	S CONGRESS AVE	9.04	2,742,106.00	0	Commercial	CG	Yes

34 Total Parcels (PCNs)
29 # Voluntary
85% % of parcels voluntary

62.14 Total Acreage
55.16 Acreage of Voluntary
89% % of acreage voluntary

$ 47,216,173.00 Total Assessed Value

URBAN SERVICES REPORT

South Congress Avenue

Area Generally Located
South of L-12 Canal & North of Atlantis Municipal Limits

November, 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 simplify the urban service boundary. Notably, the annexation will allow consistent regulations and code enforcement and law enforcement to be applied along the Congress Avenue corridor to promote a better business environment and foster redevelopment.

DESCRIPTION OF AREA TO BE ANNEXED

The proposed area to be annexed is adjacent to the Village's southern boundary, primarily along the west side of South Congress Avenue, south of Lake Worth Road and the L-12 canal, and north of the municipal limits of the City of Atlantis. The area contains 62.14 acres and consists of 34 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 89% of the land area and 85% of the parcels in the area to be annexed (See Table 1).

It should be noted that concurrently with this involuntary annexation, three other annexations are being considered: 1) the voluntary annexation of 1.98 acres owned by Congress Apartments LLC and located at 4177 South Congress Avenue, and 2) the voluntary annexation of 20.23 acres owned by Morguard Emerald Apartments LLC and located at 4614, 4591 and 4665 Emerald Vis (both of these voluntary annexations are not part of the Chapter 171.043, F.S. involuntary proceedings because there are registered voters on the parcels); and 3) the enclave, consisting of one parcel owned by 4611 S Congress LLC, which is a parcel excluded from the involuntary annexation because this residential parcel has registered voters and cannot be included in the involuntary process. A concurrent enclave interlocal agreement with Palm Beach County is being proposed, pursuant to Section 171.046, Florida Statutes.

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 complies with all three criteria outlined in subsections (1) and (2) and (3):

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 pockets or fingers of unincorporated land remaining that might lead to inefficient service delivery. The annexation eliminates unincorporated area between the Village of Palm Springs and the City of Atlantis. The annexation allows for consistent application of regulations, and regular and consistent code enforcement and law enforcement to be applied along the Congress Avenue corridor to promote a better business environment and foster redevelopment.

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 currently used for urban purposes and are less than 5 acres in size.

Subsection (3) "In addition to the area developed for urban purposes, a municipal governing body may include in the area to be annexed any area which does not meet the requirements of subsection (2) if such area either:

(a) Lies between the municipal boundary and an area developed for urban purposes, so that the area developed for urban purposes is either not adjacent to the municipal boundary or cannot be served by the municipality without extending services or water or sewer lines through such sparsely developed area; or
(b) Is adjacent, on at least 60 percent of its external boundary, to any combination of the municipal boundary and the boundary of an area or areas developed for urban purposes as defined in subsection (2)."

"Urban purposes means that land is used intensively for residential, commercial, industrial, institutional, and governmental purposes, including any parcels of land retained in their natural state or kept free of development as dedicated as greenbelt areas."

The area proposed to be annexed via Section 171.0413 involuntary procedures complies with subsection (3), in that it allows consideration of the area beyond that which is to be annexed (which is within the City of Atlantis) to demonstrate uniform delivery of services and intent of all annexed lands to be developed for urban purposes.

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 two of the parcels are designated as institutional. 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 or Mixed Use and the proposed zoning classification is Commercial General ("CG") or Mixed Use ("MU"). The residential properties are proposed for High Density Residential land use and Residential Multi-Family ("RM") zoning.

INVENTORY OF PUBLIC FACILITIES AND SERVICES

Roadways.

Most of the properties front South Congress Avenue. Congress Avenue is classified as an urban principal arterial. This segment of the road between Lake Worth Road and Lantana Road is a County road with a 120-foot cross-section and is built with 6 lanes. There are sidewalks on the East and West sides of Congress Avenue.

Melaleuca Lane (also known as 6th Avenue South to the east of Congress Avenue) is classified as an urban minor arterial. This county road has a 110-foot cross section east of Congress Avenue, and narrows to an 80-cross section west of Congress Avenue.

These road rights-of-way will remain under the jurisdiction of Palm Beach County.

Drainage.

The LWDD L-12 and L-13 canals bisect the annexation area, and the L-14 canal is located to the south. Developed properties vary with conforming and nonconforming retention characteristics, depending on the age of the improvements. Those that were built more recently have on-site retention and positive legal outfall. The drainage system will not change unless or until the properties are redeveloped. Vacant properties are subject of C-51 basin rules when proposed for development, and require permits from the Village, LWDD and SFWMD.

Potable Water and Sanitary Sewer.

The majority of the properties are within the Palm Beach County Utility Service Area. The parcels south of Roberts Lane are served by the City of Atlantis. The area east of Congress Avenue is the City of Lake Worth Utility Service Area. There will be no change in the water and sewer service by annexing into the Village. Existing PBCWUD (12" water lines and 6" sewer force mains) and Atlantis (8" water lines and 6" sewer force mains) utilities, are located on the west side of Congress Avenue to serve the annexation area. Additionally, the County has an 8" water line and a 6" sewer force main are located on the north side of Melaleuca Lane to serve adjacent parcels. Lake Worth Utilities has a 16" water main and 4" sewer force main along 6th Avenue South to serve the Habilitation Center.

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 currently has 44 sworn officers, 17 civilian employees, and 20 part-time employees and volunteers, but will be adding 2 additional sworn officers in Fiscal Year 16-17 to help serve the area. 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.

It is noted that the annexation area is in close proximity to Palm Beach County's John Prince Park, which is a regional park comprised of over 700 acres, including a 300+acre lake. Recreation facilities include basketball courts, softball fields, playgrounds, 4.5 miles of walking and bicycle paths, picnic pavilions, and boat ramps.

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.

§171.0413 Involuntary Annexation - South Congress Avenue Area **TABLE 1**
Ordinance 2016-23

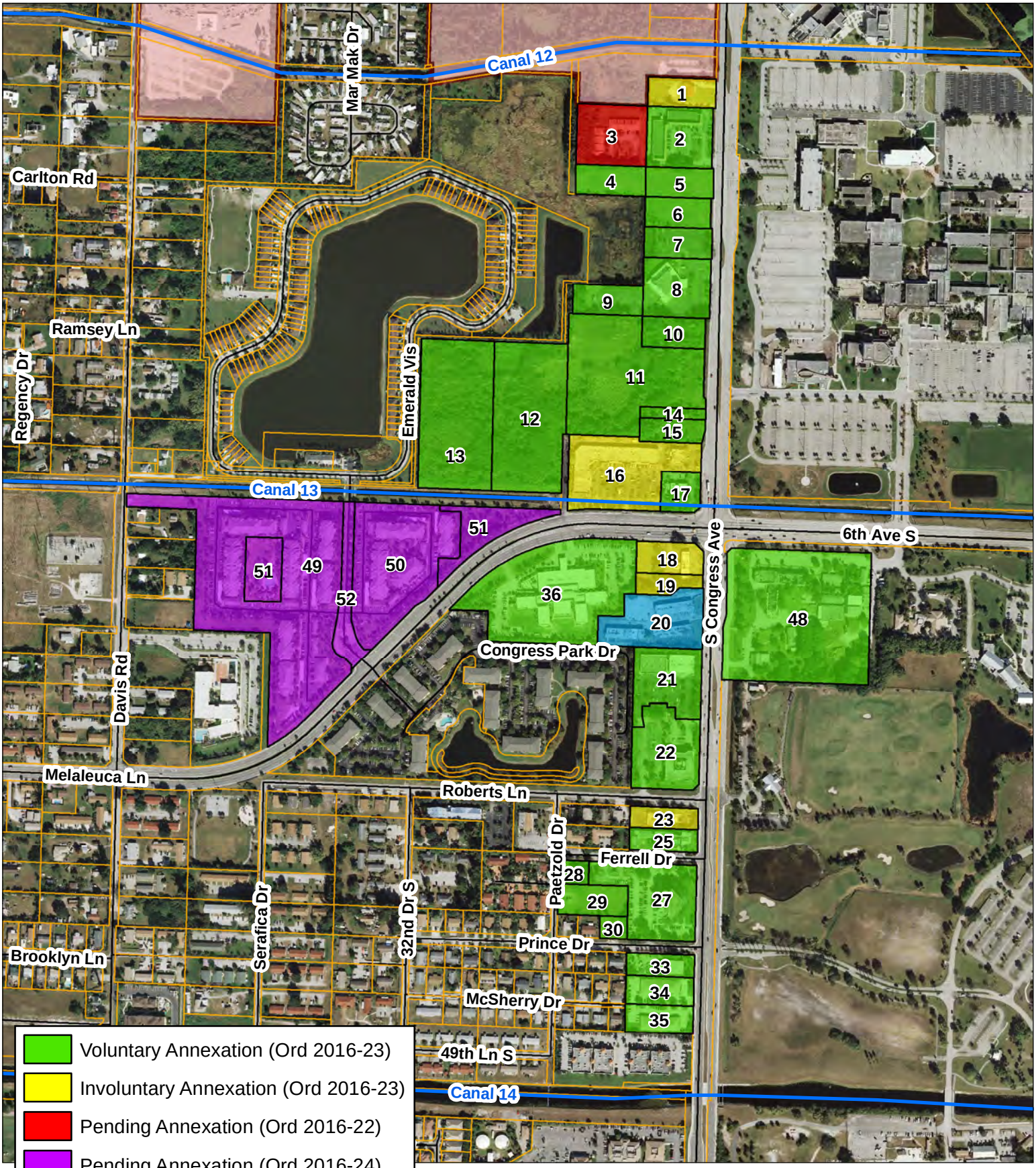
MAP_NUMBER	PCN	OWNER_NAME	PBC_FLU	PBC ZONING	ADDRESS NUMBER	STREET NAME	ACRES	ASSESSED VALUE	REGISTERED VOTERS?	PROPOSED VILLAGE FLU	PROPOSED VILLAGE ZONING	VOLUNTARY?
1	00434430010320020	LP ROCA INVESTMENTS INC	URBAN INFILL	UI	4163	S CONGRESS AVE	0.95	129,440.00	0	Commercial	CG	No
2	00434430010320030	MEDICAL SERVICES OF AMERICA INC	URBAN INFILL	UI	4175	S CONGRESS AVE	1.86	951,952.00	0	Commercial	CG	Yes
4	00434430010310050	BETHEL ASSEMBLY OF LAKE WORTH FL INC	URBAN INFILL	UI	N/A	S CONGRESS AVE	0.98	141,120.00	0	Commercial	CG	Yes
5	00434430010320050	BETHEL ASSEMBLY OF LAKE WORTH FL INC	URBAN INFILL	UI	N/A	S CONGRESS AVE	0.96	198,510.00	0	Commercial	CG	Yes
6	00434430010330010	BETHEL ASSEMBLY OF LAKE WORTH FL INC	URBAN INFILL	UI	N/A	S CONGRESS AVE	0.93	191,869.00	0	Commercial	CG	Yes
7	00434430010330020	BETHEL ASSEMBLY OF LAKE WORTH FL INC	URBAN INFILL	UI	N/A	S CONGRESS AVE	0.96	202,807.00	0	Commercial	CG	Yes
8	00434430010330030	BETHEL ASSEMBLY OF LAKE WORTH FL INC	URBAN INFILL	UI	4320	S CONGRESS AVE	1.90	1,534,466.00	0	Commercial	CG	Yes
9	00434430010340040	BETHEL ASSEMBLY OF LAKE WORTH FL INC	URBAN INFILL	UI	4320	S CONGRESS AVE	0.98	233,438.00	0	Commercial	CG	Yes
10	00434430010330050	MORGUARD CORAL LAKES LLC	URBAN INFILL	UI	N/A	S CONGRESS AVE	0.89	89,250.00	0	Mixed Use	MU	Yes
11	00434430010340050	MORGUARD CORAL LAKES LLC	URBAN INFILL	UI	4411	S CONGRESS AVE	5.88	587,840.00	0	Mixed Use	MU	Yes
12	00434430010620010	MORGUARD CORAL LAKES LLC	URBAN INFILL	UI	N/A	S CONGRESS AVE	5.09	509,000.00	0	Mixed Use	MU	Yes
13	00434430010610010	MORGUARD CORAL LAKES LLC	URBAN INFILL	UI	N/A	S CONGRESS AVE	5.18	518,000.00	0	Mixed Use	MU	Yes
14	00434430010640032	MORGUARD CORAL LAKES LLC	URBAN INFILL	UI	N/A	S CONGRESS AVE	0.34	34,000.00	0	Mixed Use	MU	Yes
15	00434430010640031	MORGUARD CORAL LAKES LLC	URBAN INFILL	UI	N/A	S CONGRESS AVE	0.71	70,560.00	0	Mixed Use	MU	Yes
16	00434430160010000	CONGRESS POINTE INC	URBAN INFILL	UI	4455	S CONGRESS AVE	3.78	2,908,403.00	0	Commercial	CG	
17	00434430160020000	WENDYS PROPERTIES LLC	URBAN INFILL	UI	4483	S CONGRESS AVE	0.74	615,208.00	0	Commercial	CG	Yes
18	00434430010650010	P F A SARA LLC	URBAN INFILL	UI	4567	S CONGRESS AVE	0.99	10,090,676.00	0	Commercial	CG	No
19	00434430010650032	SWORDFISH REAL ESTATE LLC	URBAN INFILL	UI	N/A	S CONGRESS AVE	0.59	471,574.00	0	Commercial	CG	No
21	00434430150000020	JFK MEDICAL CENTER LIMITED PARTNERSHIP	URBAN INFILL	UI	4665	S CONGRESS AVE	2.10	2,828,490.00	0	Commercial	CG	Yes
22	00434430150000010	COLUMBIA JFK MEDICAL CENTER	URBAN INFILL	UI	4685	S CONGRESS AVE	2.41	3,725,780.00	0	Commercial	CG	Yes
23	00434430010970010	DCS INVESTMENT GROUP LLC	URBAN INFILL	UI	4765	S CONGRESS AVE	0.67	850,000.00	0	Commercial	CG	No
25	00434430010970020	SHEEL GUADALUPE D	URBAN INFILL	UI	4787	S CONGRESS AVE	0.75	516,755.00	0	Commercial	CG	Yes
27	00434430010970030	4801 CONGRESS AVENUE LLC	URBAN INFILL	UI	4801	S CONGRESS AVE	2.86	4,655,000.00	0	Commercial	CG	Yes
28	00434430010980030	PRINCE PARTNERS	URBAN INFILL	UI	3098	FERRELL DR	0.33	51,287.00	0	Commercial	CG	Yes
29	00434430010980040	PRINCE PARTNERS	URBAN INFILL	UI	N/A	N/A (ACCESS OFF PAETZOLD D	0.99	153,707.00	0	Commercial	CG	Yes
30	00434430010980053	PRINCE PARTNERS	URBAN INFILL	UI	3075	PRINCE DR	0.29	45,458.00	0	Commercial	CG	Yes
33	00434430011280010	4889 S CONGRESS LLC	URBAN INFILL	UI	4889	S CONGRESS AVE 100	0.69	1,302,835.00	0	Commercial	CG	Yes
34	00434430110000010 00434430110000020 00434430110000030 00434430110000040	LAKE WORTH OFFICE PARTNERS LLC	URBAN INFILL	UI	4909, 4911, 4913, 4915	S CONGRESS AVE	0.90	1,050,151.00	0	Commercial	CG	Yes
35	00434430011280030	LAKE WORTH OFFICE PARTNERS LLC	URBAN INFILL	UI	4949	S CONGRESS AVE	0.90	1,263,457.00		Commercial	CG	Yes
36	00434430220000000	SELECT SPECIALTY HOSPITAL PALM BEACH INC	INST/8	MUPD	3060	MELALEUCA LN	6.50	8,553,034.00	0	Commercial	CG	Yes
48	00434429000030010	PALM BEACH HABILITATION CENTER INC	INST	PO	4522	S CONGRESS AVE	9.04	2,742,106.00	0	Commercial	CG	Yes

34	**Total Parcels (PCNs)**	**62.14**	**Total Acreage**
29	# Voluntary	55.16	Acreage of Voluntary
85%	**% of parcels voluntary**	**89%**	**% of acreage voluntary**

VILLAGE OF PALM SPRINGS

Figure 1

Annexation on S Congress Avenue - Ordinance 2016-23

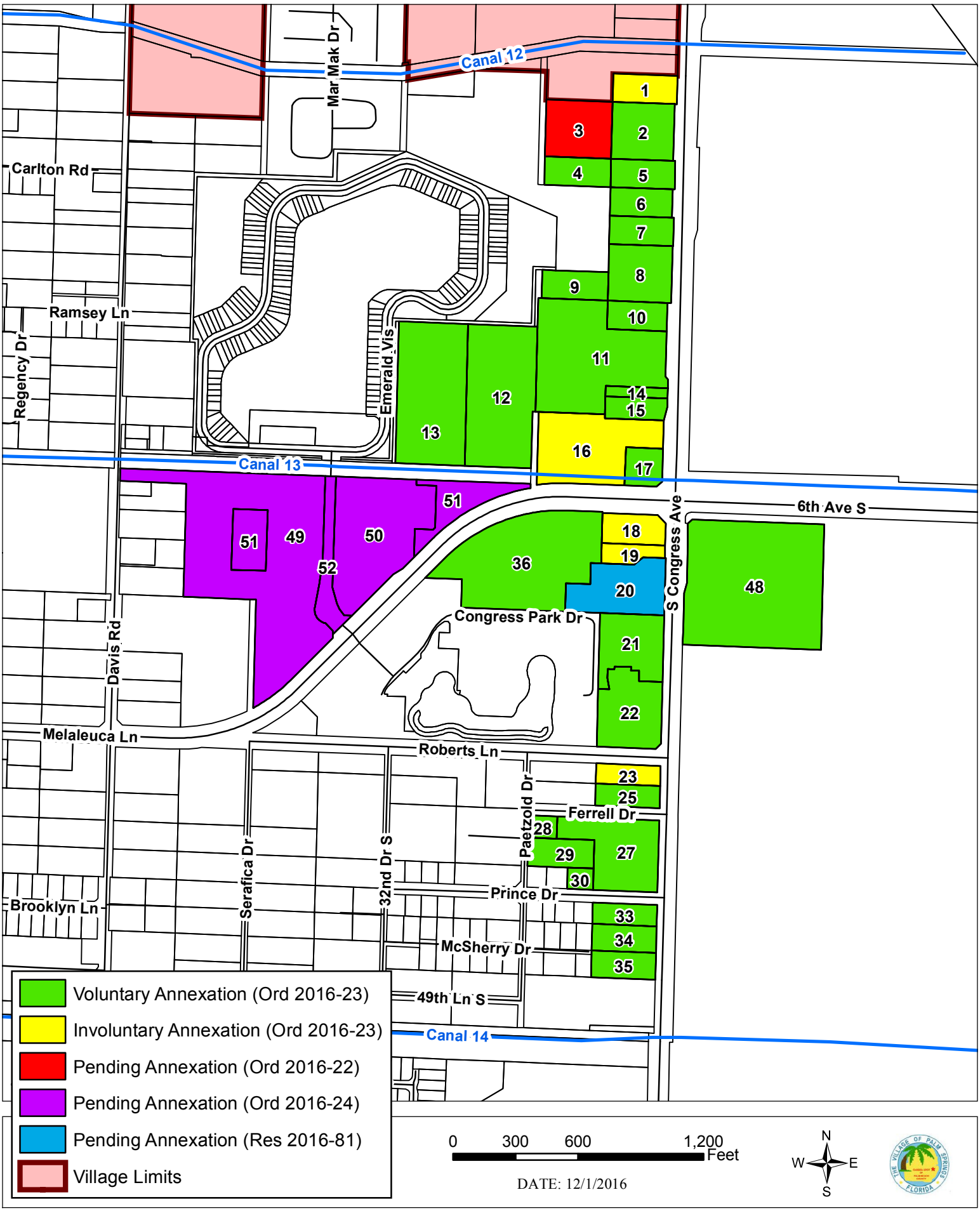


DATE: 12/1/2016

VILLAGE OF PALM SPRINGS

Figure 1

Annexation on S Congress Avenue - Ordinance 2016-23

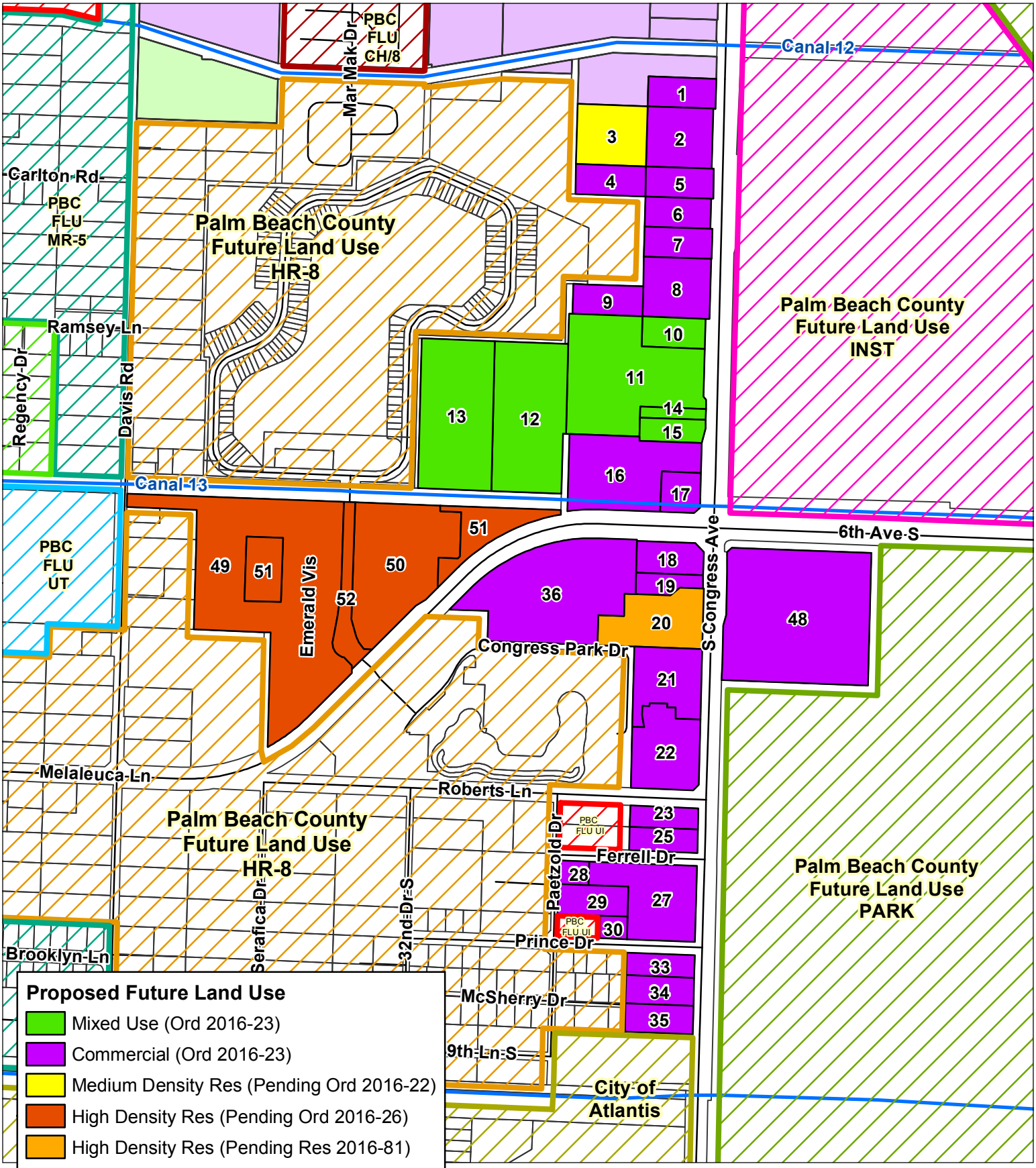


DATE: 12/1/2016

VILLAGE OF PALM SPRINGS

Figure 2

Future Land Use - Ordinance 2016-23

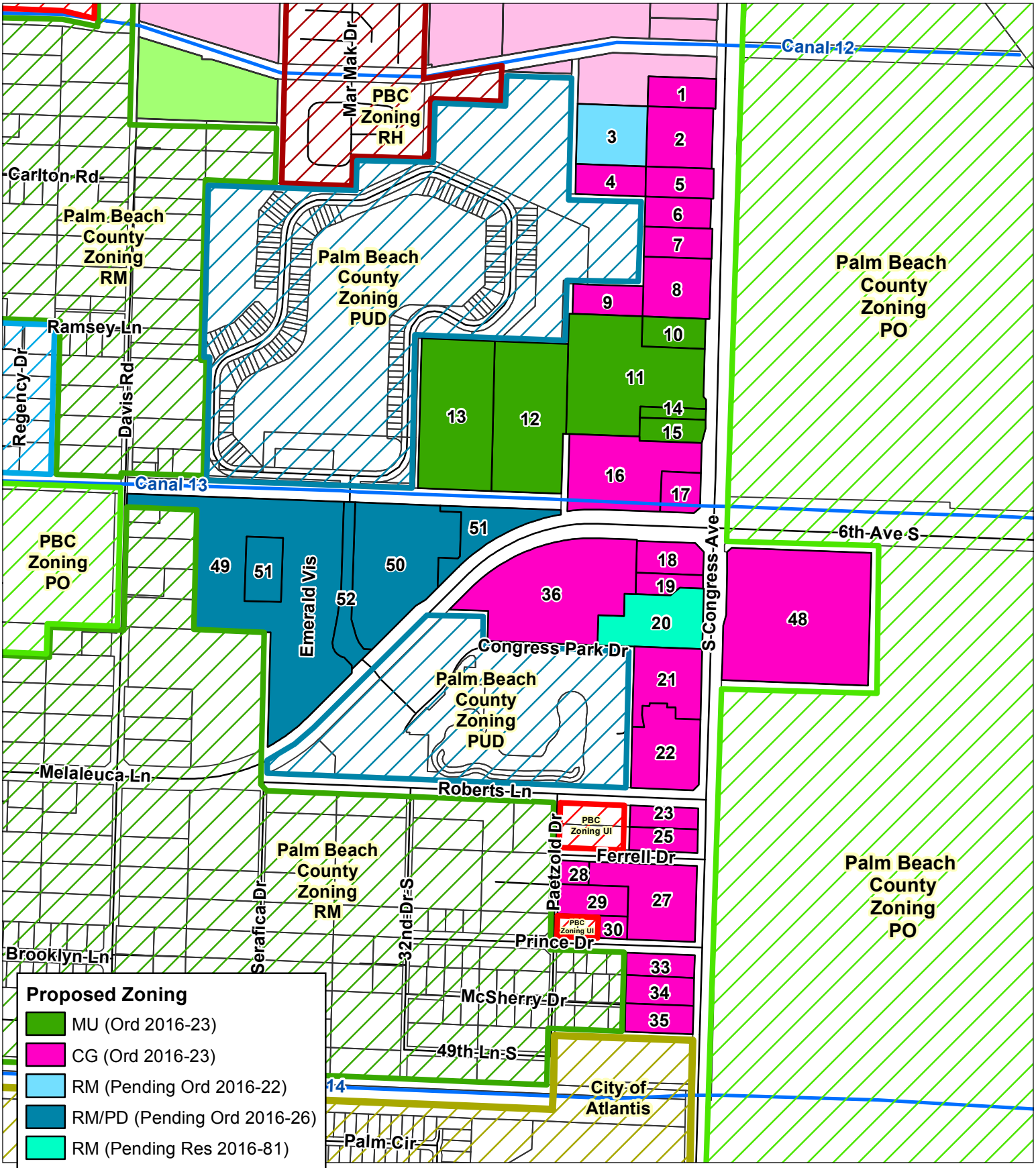


DATE: 11/17/2016

VILLAGE OF PALM SPRINGS

Zoning - Ordinance 2016-23

Figure 3



DATE: 11/17/2016

SOUTH CONGRESS AVENUE
ANNEXATION AREA

(Ordinances 2016-22, 2016-23, & 2016-24, Resolution 2016-81)

Existing Conditions

Area:	86.78 acres
Parcels:	40 individual properties
	34 voluntary
	6 involuntary
Use(s):	residential
	359 multi-family units
	16 unit motel
	Office/ Retail / Restaurants / Vacant
Land Use:	PBC Urban Infill and Institutional and HR/8
Zoning:	PBC UI and MUPD and PUD and PO
Average Property Value:	$1.9 million
Population Estimate:	898 residents

Village Considerations

Land Use:	Village Commercial, High/Medium Density Residential or Mixed Use
Zoning:	Village RM and CG and MU
Services:	
Utilities	Palm Beach County Water Utilities, Lake Worth Utilities and Atlantis Utilities serve the South Congress Avenue area
Roads	Congress Avenue and Melaleuca Lane are County roads and are generally in good condition with sidewalks on both sides of the road Street lights are located at intersections.
Parks	The annexation area is located south of the current Village boundary. The nearest Village parks are the ±1-acre Royal Palm Park, located on Davis Road, just north of Lakewood Road, and the 1.7-acre Sabal Palm Park, located on Summer Street, just north of 10th Avenue North. Both neighborhood parks are of sufficient size to serve 2000 residents[1] and 3400 residents, respectively.

[1] Based on Village LOS standard of 5 acres/10,000 population

This annexation area is located is closer proximity to the Palm Beach County's John Prince Park, which is a regional park comprised of over 700 acres, including a 300+acre lake. Recreation facilities include basketball courts, softball fields, playgrounds, 4.5 miles of walking and bicycle paths, picnic pavilions, and boat ramps.

Library — The estimated 898 residents are projected to undertake 3,592 circulations/year, will require 900 materials, and necessitate 0.45[2] librarians/library volunteers 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 898 residents necessitate 2 officers[3] 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 4,172 calls for service for the subject area for the 2-year period October 1, 2013 - September 30, 2015, which includes property damage crimes such as graffiti and vandalism.

Code Compliance — The area is within the County's "Serafica Road" and "Congress Park-32nd Drive South" Countywide Community Revitalization Team ("CCRT") area. A CCRT area typically has more than average code cases (overgrown yard, house in disrepair, debris and trash, junk cars, etc.). The addition of 86.78 acres necessitates 0.14 code enforcement officers[4] to serve the area.

Permitting — Construction of the proposed Morguard mixed-use project will provide permitting revenue, as well as other redevelopment efforts facilitated by the Village College-Hospital Overlay and the elimination of the burdensome (County) Urban Redevelopment Area regulations.

Garbage	Advanced Systems = existing provider; residential service to transfer to Republic Services on Oct 1st, commercial to remain with Advanced through effective period of existing contract
Surfacewater	unaffected – LWDD area
Fire Rescue	unaffected – PBC Fire Rescue
Electric	unaffected – Lake Worth Utilities
Schools	unaffected – existing residences and student population

[2] Based on 0.5 FTE/1000 residents, 4 circulations/capita, and 2.8 materials per capita
[3] Based on State of Florida average LOS of 2.4 officers per 1,000 residents
[4] Based on 1 code officer per square mile

Fiscal Sustainability

Budgetary Considerations:

- Police Officers 2 @ $124,469[5] > $248,938
- Code Enforcement Officer 0.14 @ $65,340 > $ 9,148

Additional Ad Valorem: $3,107,594[6]

Non-measurable Factors: Increase in other revenue sources, including sales tax, gas tax, franchise fees, 1% infrastructure surtax, etc.

Expansion of Village boundary to the Atlantis city limits will allow consistent regulations and code enforcement and law enforcement to be applied along the Congress Avenue corridor to promote a better business environment and foster redevelopment.

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

A Safe Village = Priceless

[5] Staff costs includes personnel and equipment

[6] Based on 4 mils and 2016 assessed values ($77,689,805)

Palm Beach County
Annexation Information Sheet

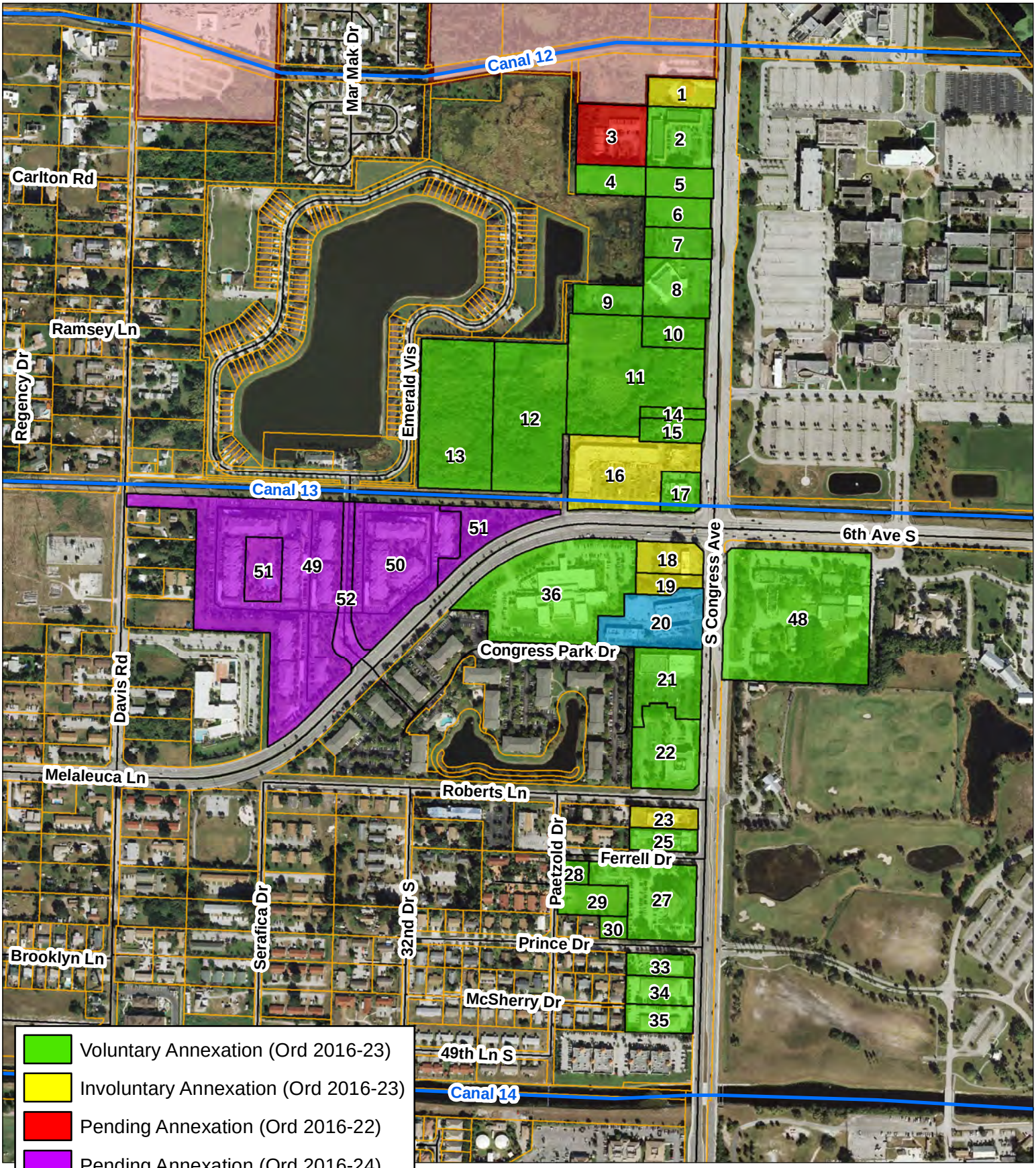
Please submit the following information regarding each proposed annexation:

Annexation Name	**South Congress Involuntary Annexation Area**
Annexation Type	**§171.0413 Involuntary**
Acres	**62.14 acres**
Location	**South of L-12 Canal, North of Atlantis City Limits, predominantly along west side of Congress Avenue (see map and table)**
Existing Use	**Mix of nonresidential and multi-family residential uses**
Proposed Use	**Same**
County Future Land Use	**Urban Infill and Institutional**
County Zoning	**UI, INST and PUD**
City Future Land Use	**Commercial and Mixed Use**
City Zoning	**CG and MXD**
First Reading (*if known*)	**December 8, 2016**
Second Reading (*if known*)	**December 15, 2016**
Ordinance Num. (*if known*)	**Ordinance 2016-23**
Location Map	**See Attached**
Parcel Control Numbers	**See Attached (34 parcels)**

VILLAGE OF PALM SPRINGS

Figure 1

Annexation on S Congress Avenue - Ordinance 2016-23

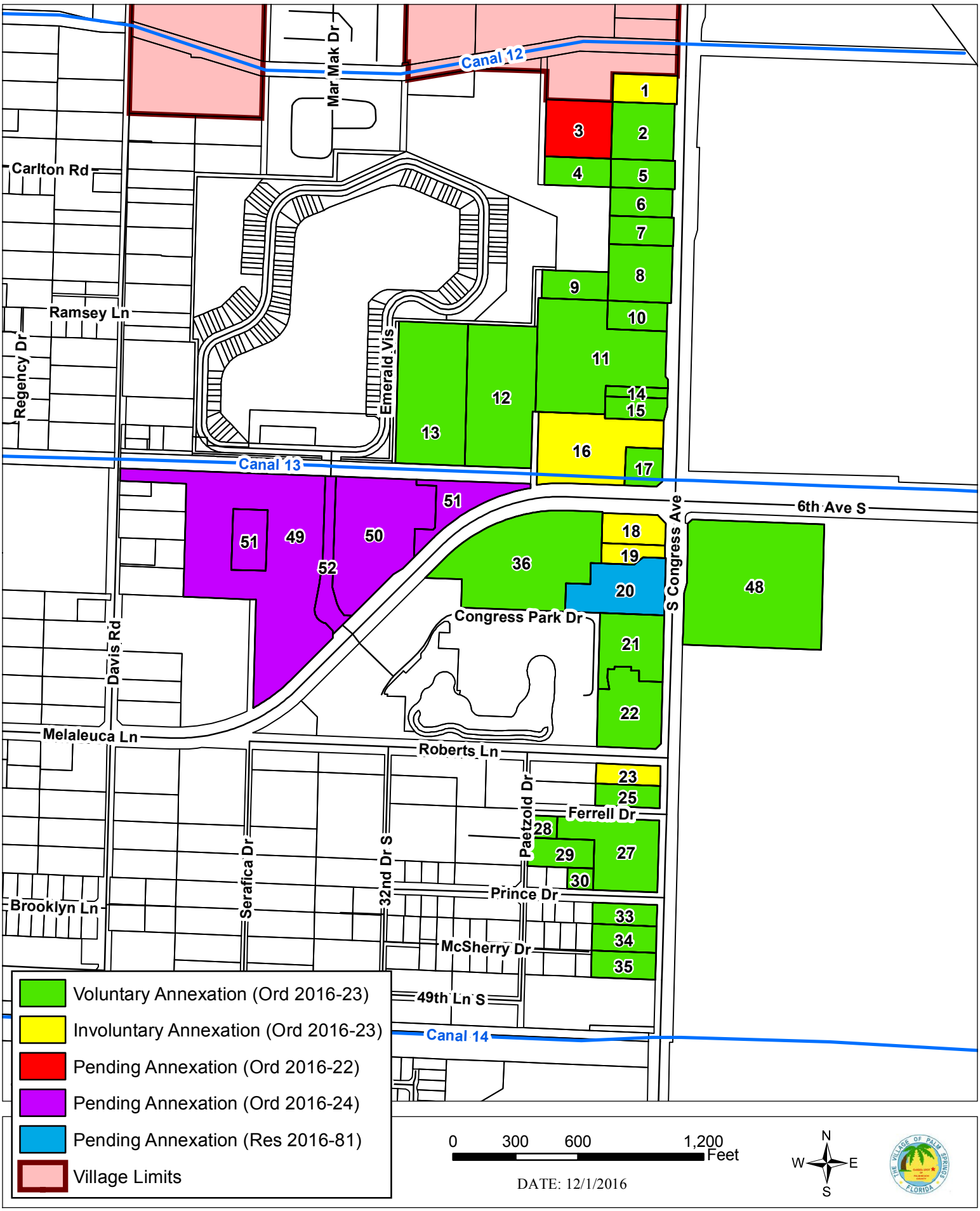


DATE: 12/1/2016

VILLAGE OF PALM SPRINGS

Figure 1

Annexation on S Congress Avenue - Ordinance 2016-23



DATE: 12/1/2016

Village of Palm Springs

Executive Brief

AGENDA DATE: December 8, 2016

DEPARTMENT: Land Development

ITEM #16: Ordinance 2016-22 - Voluntary Annexation - 4591, 4614 and 4665 Emerald Vista, Including Private Road Tract (Emerald Lake Apartments)

SUMMARY: Pursuant to Village annexation objectives, discussions have been ongoing with property owners along the South Congress Avenue corridor regarding the benefits of annexation. The subject area is generally located south of the L-12 Canal (south of Lake Worth Road) and north of the City of Atlantis.

The property owner, Morguard Emerald Apartments LLC, has consented to voluntary annexation, however, there are registered voters that prevent this parcel from being included in the proposed §171.0413 involuntary annexation package.

The 20.23-acre parcel is developed with 284 rental apartments, and amenities. A proposed Village land use and zoning designation will be assigned under a separate ordinance following the annexation.

Note: See parcels #49-52 on the attached map and table.

Palm Beach County staff has provided verbal confirmation that there are no concerns with the annexation and that the proposed annexation is consistent with state statutes. A formal letter is forthcoming and will be presented to Council prior to consideration.

The Land Development Board will consider the proposed annexation during their December 6, 2016 meeting, and their recommendation will be provided to the Council prior to consideration.

If approved on 1st reading, the proposed ordinance will be considered for 2nd and final reading by the Village Council on December 15, 2016.

FISCAL IMPACT:
The assessed value of the parcels is $27,403,505 and will contribute to the Village's overall property values.

ATTACHMENTS:

1. Proposed Ordinance 2016-24
2. Annexation Parcel Summaries - Table

3. Annexation Study
4. PBC Annexation Information Sheet
5. Aerial and Location Maps

ORDINANCE NO. 2016-24

(VOLUNTARY ANNEXATION)

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ANNEXING FOUR PARCELS OF LAND, TOTALING 20.23 ACRES, COMMONLY OWNED; LOCATED AT 4591, 4614 AND 4665 EMERALD VIS, INCLUDING THE PRIVATE ROAD TRACT, AND 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, Petitioner(s), commonly owned, constituting all of the fee simple title holders to those lands located at 4591, 4614 and 4665 Emerald Vis, including the private road tract, 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, the Village Council, has considered the Petitioner(s) request for annexation and has also considered the recommendation of the Village staff and Land Development Board; and

WHEREAS, the Village Council has determined that granting the request for voluntary annexation 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 adopts a Comprehensive Land Use Plan amendment and it becomes 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. Directions to the Village Clerk. The Village Clerk is hereby authorized to 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 4. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 5. Severability. If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

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

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

	Aye	Nay	Absent
BEV SMITH, MAYOR	☐	☐	☐
JONI BRINKMAN, VICE MAYOR	☐	☐	☐
PATTI WALLER, MAYOR PRO TEM	☐	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	☐
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

Exhibit "A"

Map ID	PCN	ADDRESS	OWNER	ACRES	ASSESSED VALUE	PBC LAND USE	PBC ZONING	PROPOSED LAND USE	PROPOSED ZONING
49	00434430170080010	4665 Emerald Vis	MORGUARD	11.32	17,662,447.00	HR/8	PUD	High Res	RM
50	00434430170080020	4614 Emerald Vis	EMERALD	5.27	9,741,058.00				
51	00434430170180010	4591 Emerald Vis	APARTMENTS	2.54					
52	00434430200190010		LLC	1.10					

Exhibit “A”

VILLAGE OF PALM SPRINGS

Annexation on S Congress Avenue - Ordinance 2016-24

Ord 2016-24

Village Limits

0 300 600 1,200 Feet

DATE: 11/15/2016

N W E S

Exhibit “A”

Map ID	PCN	ADDRESS	OWNER	ACRES	ASSESSED VALUE	PBC LAND USE	PBC ZONING	PROPOSED LAND USE	PROPOSED ZONING
49	00434430170080010	4665 Emerald Vis	MORGUARD	11.32	17,662,447.00	HR/8	PUD	High Res	RM
50	00434430170080020	4614 Emerald Vis	EMERALD	5.27	9,741,058.00				
51	00434430170180010	4591 Emerald Vis	APARTMENTS	2.54					
52	00434430200190010		LLC	1.10					

SOUTH CONGRESS AVENUE
ANNEXATION AREA

(Ordinances 2016-22, 2016-23, & 2016-24, Resolution 2016-81)

Existing Conditions

Area:	86.78 acres
Parcels:	40 individual properties
	34 voluntary
	6 involuntary
Use(s):	residential
	359 multi-family units
	16 unit motel
	Office/ Retail / Restaurants / Vacant
Land Use:	PBC Urban Infill and Institutional and HR/8
Zoning:	PBC UI and MUPD and PUD and PO
Average Property Value:	$1.9 million
Population Estimate:	898 residents

Village Considerations

Land Use:	Village Commercial, High/Medium Density Residential or Mixed Use
Zoning:	Village RM and CG and MU
Services:	
Utilities	Palm Beach County Water Utilities, Lake Worth Utilities and Atlantis Utilities serve the South Congress Avenue area
Roads	Congress Avenue and Melaleuca Lane are County roads and are generally in good condition with sidewalks on both sides of the road Street lights are located at intersections.
Parks	The annexation area is located south of the current Village boundary. The nearest Village parks are the ±1-acre Royal Palm Park, located on Davis Road, just north of Lakewood Road, and the 1.7-acre Sabal Palm Park, located on Summer Street, just north of 10th Avenue North. Both neighborhood parks are of sufficient size to serve 2000 residents[1] and 3400 residents, respectively.

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This annexation area is located is closer proximity to the Palm Beach County's John Prince Park, which is a regional park comprised of over 700 acres, including a 300+acre lake. Recreation facilities include basketball courts, softball fields, playgrounds, 4.5 miles of walking and bicycle paths, picnic pavilions, and boat ramps.

Library — The estimated 898 residents are projected to undertake 3,592 circulations/year, will require 900 materials, and necessitate 0.45[2] librarians/library volunteers 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 898 residents necessitate 2 officers[3] 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 4,172 calls for service for the subject area for the 2-year period October 1, 2013 - September 30, 2015, which includes property damage crimes such as graffiti and vandalism.

Code Compliance — The area is within the County's "Serafica Road" and "Congress Park-32nd Drive South" Countywide Community Revitalization Team ("CCRT") area. A CCRT area typically has more than average code cases (overgrown yard, house in disrepair, debris and trash, junk cars, etc.). The addition of 86.78 acres necessitates 0.14 code enforcement officers[4] to serve the area.

Permitting — Construction of the proposed Morguard mixed-use project will provide permitting revenue, as well as other redevelopment efforts facilitated by the Village College-Hospital Overlay and the elimination of the burdensome (County) Urban Redevelopment Area regulations.

Garbage	Advanced Systems = existing provider; residential service to transfer to Republic Services on Oct 1st, commercial to remain with Advanced through effective period of existing contract
Surfacewater	unaffected – LWDD area
Fire Rescue	unaffected – PBC Fire Rescue
Electric	unaffected – Lake Worth Utilities
Schools	unaffected – existing residences and student population

[2] Based on 0.5 FTE/1000 residents, 4 circulations/capita, and 2.8 materials per capita
[3] Based on State of Florida average LOS of 2.4 officers per 1,000 residents
[4] Based on 1 code officer per square mile

Fiscal Sustainability

Budgetary Considerations:

- Police Officers 2 @ $124,469[5] > $248,938
- Code Enforcement Officer 0.14 @ $65,340 > $ 9,148

Additional Ad Valorem: $3,107,594[6]

Non-measurable Factors: Increase in other revenue sources, including sales tax, gas tax, franchise fees, 1% infrastructure surtax, etc.

Expansion of Village boundary to the Atlantis city limits will allow consistent regulations and code enforcement and law enforcement to be applied along the Congress Avenue corridor to promote a better business environment and foster redevelopment.

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

A Safe Village = Priceless

[5] Staff costs includes personnel and equipment

[6] Based on 4 mils and 2016 assessed values ($77,689,805)

Palm Beach County
Annexation Information Sheet

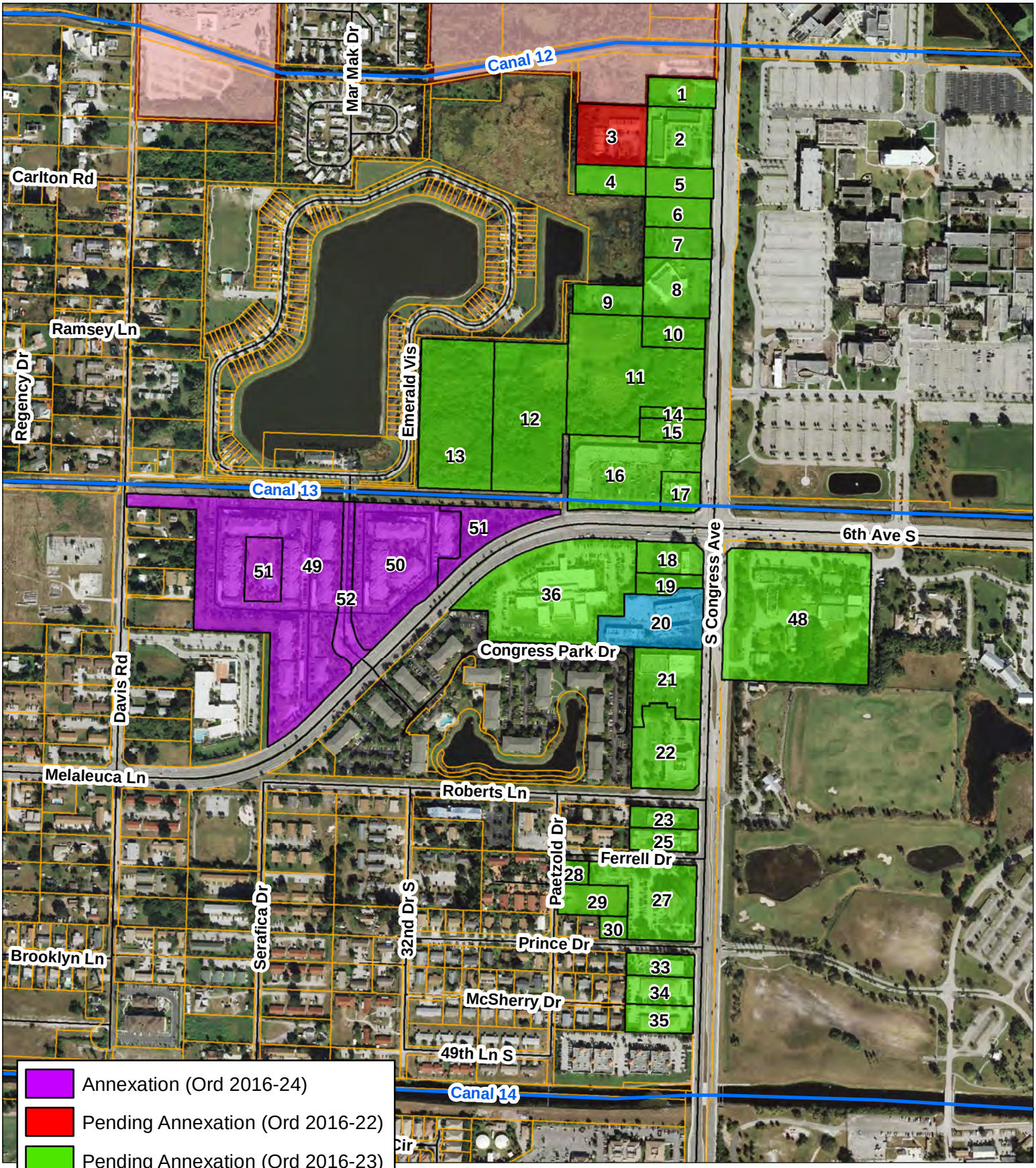
Please submit the following information regarding each proposed annexation:

Annexation Name	**Emerald Apartments**
Annexation Type	**Voluntary**
Acres	**20.23 acres**
Location	**4591, 4614 and 4665 Emerald Vis**
Existing Use	**Multi Family Residential (284 rental units)**
Proposed Use	**Same**
County Future Land Use	**HR/8**
County Zoning	**HR/8**
City Future Land Use	**High Density Residential**
City Zoning	**Multi-Family Residential (RM)**
First Reading (*if known*)	**December 8, 2016**
Second Reading (*if known*)	**December 15, 2016**
Ordinance Num. (*if known*)	**Ordinance No. 2016-24**
Location Map	**(Please Attach)** **Map # 49, 50, 51, 52**
Parcel Control Number	**00434430170080010, 00434430170080020** **00434430170180010, 00434430200190010**

VILLAGE OF PALM SPRINGS

Figure 1

Annexation on S Congress Avenue - Ordinance 2016-24

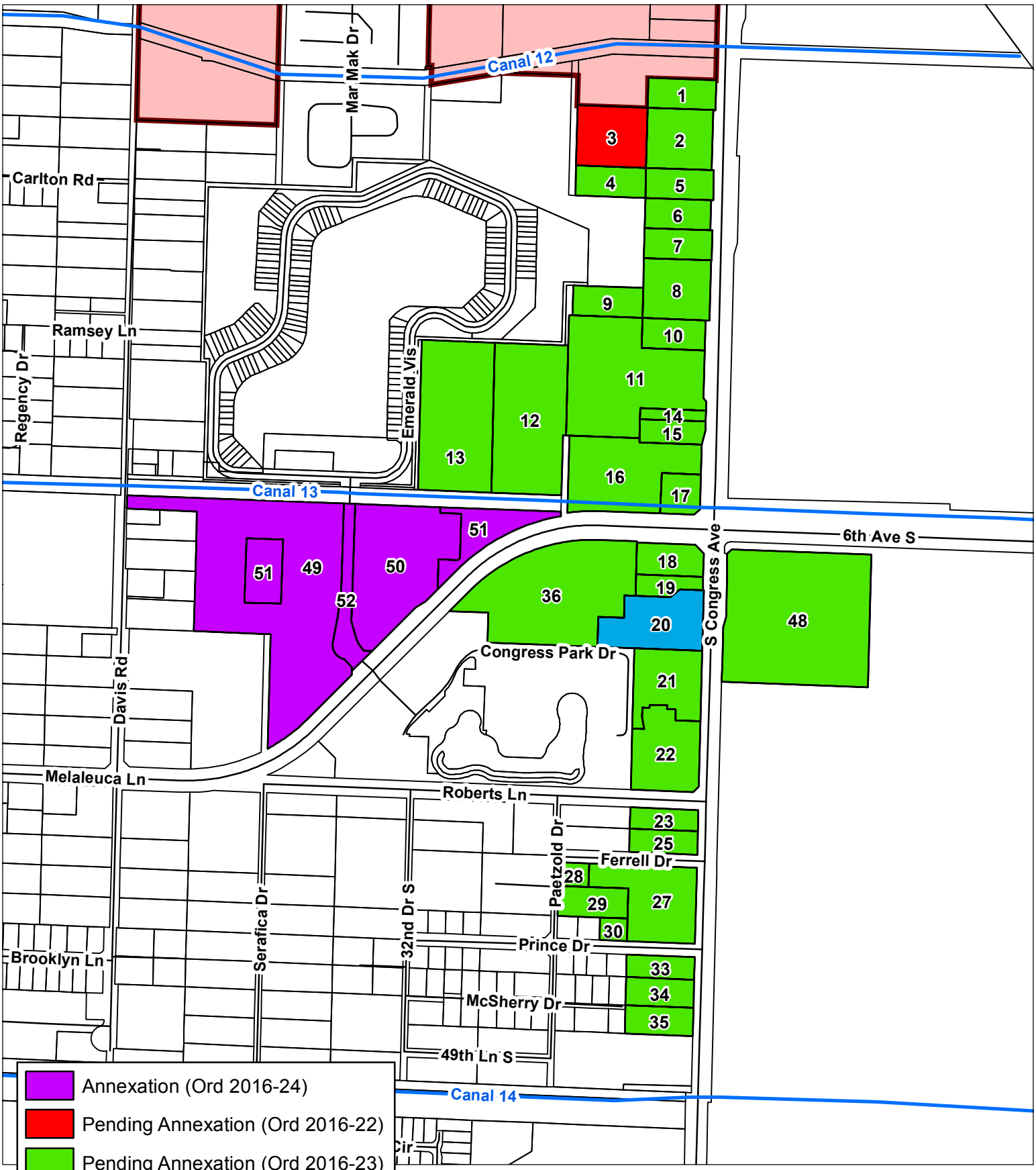


DATE: 11/17/2016

VILLAGE OF PALM SPRINGS

Figure 1

Annexation on S Congress Avenue - Ordinance 2016-24



DATE: 11/17/2016

Village of Palm Springs

Executive Brief

AGENDA DATE: December 8, 2016

DEPARTMENT: Land Development

ITEM #17: Ordinance No. 2016-25 - Annexation Agreement - Morguard Coral Lakes (Congress Avenue)

SUMMARY: Pursuant to Village annexation objectives, discussions have been ongoing with property owners in the "South Congress Avenue" area regarding the benefits of annexation. The subject annexation area is generally located south of the L-12 canal (south of Lake Worth Road) and north of the City of Atlantis.

Morguard Coral Lakes, LLC has executed the voluntary annexation petitions and contributed to the Village obtaining more than 50% of the land area within the proposed §171.0413 involuntary annexation process. As a result, Morguard is requesting that the Village consider an Annexation Agreement to memorialize its understanding for development allowances permitted by the Village for these parcels. The proposed Annexation Agreement provides the following:

1) The Village will designate the property with a Mixed Use land use and Mixed Use zoning designation in advance of a site plan for the proposed mixed-use planned development being submitted for review

2) A conceptual site plan is included that proposes to utilize the increased densities that are provided within the recently approved College-Hospital Overlay (CHO) - up to 360 rental dwelling units (19.9 units per acre) and 9,000 square feet of retail/commercial uses

3) Within 12 months, Morguard must submit the formal planned development (site plan) application, which will undergo standard review and approval processes with public hearings

4) The annexation agreement is effective for a period of three (3) years.

The proposed Annexation Agreement includes provisions for allowances and requirements for development that, in some cases, differ from Village code. As a result, the annexation agreement is presented for consideration as an ordinance requiring two (2) readings by the Village Council.

The Land Development Board will consider the allowances of the proposed Annexation Agreement during its December 6, 2016 meeting, and their recommendation will be presented to the Council prior to consideration.

If approved on 1st reading, the proposed ordinance will be considered for 2nd and final reading by

the Village Council on December 15, 2016.

FISCAL IMPACT:

The proposed Agreement will contribute to the future development of the currently vacant property and will contribute to the property's assessed value, which is currently $1.8 million.

ATTACHMENTS:

1. Proposed Ordinance No. 2016-25
2. Exhibit A - Annexation Agreement
3. Aerial and Location Maps
4. Conceptual Site Plan

ORDINANCE NO. 2016-25

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN AGREEMENT WITH MORGUARD CORAL LAKES, LLC, OWNERS OF SIX PARCELS OF LAND, TOTALING 18.09 ACRES, LOCATED AT 4411 SOUTH CONGRESS AVENUE, FOR VOLUNTARY ANNEXATION INTO THE VILLAGE; PROVIDING FOR USE AND DEVELOPMENT REQUIREMENTS AND ALLOWANCES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council deems it in the best interest of the Village to enter into an agreement with Morguard Coral Lakes, LLC, owner of six parcels of land, totaling 18.09 acres, located at 4411 South Congress Avenue, for the purpose of voluntary annexation into the Village of Palm Springs.

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, Florida hereby agrees to the terms and conditions of that certain Agreement with Morguard Coral Lakes, LLC, owner of six parcels of land, totaling 18.09 acres, located at 4411 South Congress Avenue, which is attached hereto as Exhibit "A", and which is incorporated herein by reference; and further authorizes the Mayor and Village Clerk to execute and deliver said Agreement to Morguard Coral Lakes, LLC , along with a copy of this Ordinance.

Section 2. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances or Resolutions in conflict herewith are hereby repealed.

Section 3. Severability. If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

Section 4. Effective Date. This Ordinance shall become effective immediately upon adoption.

Council Member _____, offered the foregoing Ordinance,

and moved 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	☐	☐	☐
JONI BRINKMAN, VICE MAYOR	☐	☐	☐
PATTI WALLER, MAYOR PRO TEM	☐	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	☐
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

Exhibit "A"

Annexation Agreement

Prepared by and return to:

Glen Torcivia, Village Attorney
Village of Palm Springs
226 Cypress Lane
Palm Springs, Florida 33461

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT by and between the **VILLAGE OF PALM SPRINGS, FLORIDA**, a municipal corporation, (hereinafter referred to as the "Village"), 226 Cypress Lane, Palm Springs, FL 33461; and **MORGUARD CORAL LAKES, LLC, a Delaware limited liability company** (hereinafter referred to as the "Petitioner"), with a mailing address of 55 City Centre Drive, Suite 1000, Mississuaga, Ontario L5B 1M# Canada.

WHEREAS, Petitioner is the fee simple owner of six (6) parcels of land located at 4411 South Congress Avenue (PCNs: 00434430010330050, 00434430010340050, 00434430010620010, 00434430010610010, 00434430010640032, 00434430010640031) (hereinafter referred to as the "Property"); and

WHEREAS, the Property is within unincorporated Palm Beach County, Florida, and is reasonably compact and contiguous to the Village's municipal boundaries; and

WHEREAS, the Property meets all the requirements for voluntary annexation set forth in Chapter 171, Florida Statutes, and Petitioner hereby voluntarily petitions the Village to have the Property annexed into the Village; and

WHEREAS, the Village and Petitioner acknowledge that the Property could remain in unincorporated Palm Beach County and continue to be subject to the uses and building intensities permitted by the Palm Beach County Comprehensive Plan and the Unified Land Development Code; and

WHEREAS, the Village and Petitioner recognize the mutual value and benefit of the Property being located within the Village's municipal boundaries, subject to the terms and conditions of this Agreement being satisfied; and

WHEREAS, in consideration for such voluntary annexation, the Village is making certain representations regarding the appropriate land use designation and zoning category for the

Property and the continued operation of the Property pursuant to the Village's Comprehensive Plan and Land Development Code.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable considerations, the sufficiency of which is hereby acknowledged, the parties agree to the above recitals and to the following terms and conditions:

1. The forgoing Recitals are true and correct and are incorporated into this Agreement by this reference.
2. **REAL PROPERTY**. The Property, subject to this annexation agreement, is legally described in **EXHIBIT "A"**; which exhibit is attached hereto and incorporated herein by reference.
3. **PETITION FOR VOLUNTARY ANNEXATION AND LANDS COVERED BY AGREEMENT**. Subject to the terms of this Agreement, and the provisions of Section 171.044, Florida Statutes, the Petitioner, constituting each-and-every person having the fee simple interest in the Property, hereby freely and voluntarily petitions the Village for annexation into the Village of Palm Springs, Florida, without the requirement for an election, but subject to the statutory public notice and ordinance-adoption procedures of the Village for annexation. The Petitioner agrees not to challenge the status or ability of the Village to annex, or the annexation of the Property or any adjacent lands. The Petitioner agrees that this Agreement shall be irrevocable by the Petitioner, their heirs and assigns, and it shall be binding on any future assigns and/or purchasers. It is the Petitioner's intent that this Agreement shall be binding on all successor title holders of the Property and shall be recorded with the Palm Beach County Clerk of Courts.
4. **FUTURE LAND USE PLAN DESIGNATIONS AND ZONING DISTRICT**. The Property is presently designated on the Palm Beach County Future Land Use Map, and Official Palm Beach County Zoning Map, as follows:

   LAND USE UI – Urban Infill

   ZONING UI – Urban Infill

   Once annexed, the Village and Petitioner contemplate that the Property will be designated on the Village's Future Land Use Map and Land Development District (zoning) Map, as follows:

LAND USE	MIXED USE
ZONING	MIXED USE ('MU')

Said designation of the Property in the Village's Future Land Use Map and Land Development District (Zoning) Map is subject to the Village's Code of Ordinances and all applicable statutes, policies and procedures required in order to so designate the Property.

5. **CHANGE IN LAND USE DESIGNATION AND ZONING OF THE PROPERTY**. The Village agrees to assign an appropriate future land use (Mixed Use) and to zone (MU) the Property pursuant to its Comprehensive Plan so that it is consistent with and implements the future land use designation assigned to the Property and so that the Property's land development district (zoning) is compatible with the properties in connection with the Comprehensive Plan amendment and zoning re-districting.

6. **USE AND DEVELOPMENT REQUIREMENTS AND ALLOWANCES**. So long as the Property is assigned the future land use category and land development district (zoning) designation contemplated in Section 5 above, the use and development of the Property shall be conducted in accordance with the following to maintain compatibility with, and protect against adverse impacts to, the surrounding properties:

   a. **Uses**. Petitioner and Village acknowledge that Petitioner will apply for Planned Development for a mixed-use project, utilizing the allowances of the College-Hospital Overlay, consisting of approximately 360 multifamily units focused on student and young-professional housing consistent with the goals and intent of the College-Hospital Overlay and 9,000 square feet of non-residential uses within twelve (12) months of the effective date of the Annexation Agreement.

   b. **Plan of Development**. The conceptual site plan of said Mixed Use Planned Development is attached as Exhibit B ("Conceptual Site Plan") which the Petitioner and Village agree shall undergo the standard review and approval process set forth in Chapter 34 of the Village Code, including Land Development Board and Village Council hearings following technical review confirming that the project complies with property development regulations for the zoning district set forth in Section 5, above. Notwithstanding that 9,000 square feet of non-residential use is shown on the Conceptual Site Plan, Petitioner

and Village agree that Petitioner may establish an additional non-residential component north of the entrance on Congress Avenue.

c. **All other codes and requirements**. All other requirements of the Village's codes and ordinance, and applicable law shall remain in full force and effect.

7. **STATUS OF AGREEMENT**. The parties agree and acknowledge that this Annexation Agreement is not a "development agreement" as contemplated by Sections 163.3220-163.3243, Florida Statutes, and that the provisions of said sections are not applicable to this Annexation Agreement. The parties acknowledge and agree that no infirmity or defect in the Village's actions described herein shall nullify or otherwise affect the annexation of the Property into the Village.
8. **All OTHER CODE AND REQUIREMENTS**. All other requirements of the Village's Code of Ordinances, regulations and applicable law shall remain in full force and effect.
9. **TERM OF THE AGREEMENT**. The terms contained herein shall inure only to the party hereto. However, the allowances provided in Section 6, shall only exist for the time set forth in each subsection for the applicable use. Once the time set forth in each subsection expires, the allowances provided shall thereafter without further action by the Village become null, void and of no further legal effect. Thereafter any further use or expansion of the Property shall be governed by the Village Code of Ordinances and all applicable laws and regulations in effect.
10. **TERMINOLOGY**. In this Agreement, the use of the singular shall include the plural, the use of the masculine shall include the neuter, and the use of "officials" shall include appointed and elected officials of the Village and their successors.
11. **ENTIRE AGREEMENT**. This Annexation Agreement embodies the whole agreement of the parties and there are no promises, terms, conditions or obligations other than those herein contained, and this Annexation Agreement supersedes all previous communications, representations, proposals or agreements, if any. The provisions of this Annexation Agreement fully set forth the Petitioner's obligations and there are no other costs, charges, fees, or expenses for the annexation, land use amendment, or rezoning of the Property. There are no other oral or written promises, conditions, representations, understandings or

terms of any kind as conditions of inducement to the execution hereof. Any subsequent conditions, representations, warranties, or agreements shall not be valid or binding upon the parties, unless they are in writing and signed by both parties and executed in the same manner as this Annexation Agreement.

12. **SEVERABILITY**. In the event that any part, term or provision of this Annexation Agreement is found to be illegal or inoperative by a court of competent jurisdiction, the validity of the remaining portions and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Annexation Agreement did not contain the particular part, term or provision held to be so invalid.
13. **CAPTIONS**. Captions are included for convenience only and shall be given no legal effect whatsoever.
14. **ENFORCEMENT.** In the event Petitioner fails to comply with all the terms and conditions of this Agreement, the Village shall have the right to commence code enforcement proceedings against Petitioner or bring any other action at law, including but not limited to injunctive relief against Petitioner.
15. **WAIVER.** Failure of a party to enforce any conditions of this Agreement or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce said condition(s) or exercise said right(s) at any time.
16. **TIME.** Time is of the essence in all respects under this Agreement.
17. **EFFECTIVE DATE**. This Annexation Agreement shall become effective upon annexation and final approval by the Village Council.
18. **DURATION OF ANNEXATION AGREEMENT.** This Annexation Agreement shall terminate and be of no further force and effect upon the earlier of: (a) final adoption and issuance (including the expiration of any appeal periods or, if an appeal is filed, the successful defense against any such appeal) of the land use, zoning, and site plan in furtherance of this Annexation Agreement; or (b) three (3) years following the Effective Date of this Annexation Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties have hereto set their hands and seals in lawful execution of this Annexation Agreement on the date opposite their names.

Date:_____

VILLAGE OF PALM SPRINGS, FLORIDA

By:_____
Bev Smith, Mayor

ATTEST:

By:_____
Susan M. Caljean, Village Clerk

(Village Seal)

APPROVED AS TO FORM:

By:_____
Glen J. Torcivia, Village Attorney

Date:_____

PETITIONER: Morguard Coral Lakes, LLC

Witnesses as to Petitioner:

_____
Witness

By:_____
Name and Title:

_____
Witness

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ACKNOWLEDGEMENTS FOLLOW

ACKNOWLEDGEMENTS

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing ANNEXATION AGREEMENT was acknowledged before me this _____ day of _____, 20___ by BEV SMITH and SUSAN M. CALJEAN, the Mayor and Village Clerk, respectively, of the Village of Palm Springs, Florida, who are personally known to me.

_____

NOTARY PUBLIC – STATE OF FLORIDA

MY COMMISSION EXPIRES:

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

The foregoing ANNEXATION AGREEMENT was acknowledged before me this _____ day of _____, 20___ by _____ as _____of Morguard Coral Lakes, LLC, who is personally known to me, or who provided _____ as identification.

_____

NOTARY PUBLIC – STATE OF FLORIDA

MY COMMISSION EXPIRES:

EXHIBIT "A"

LEGAL DESCRIPTION

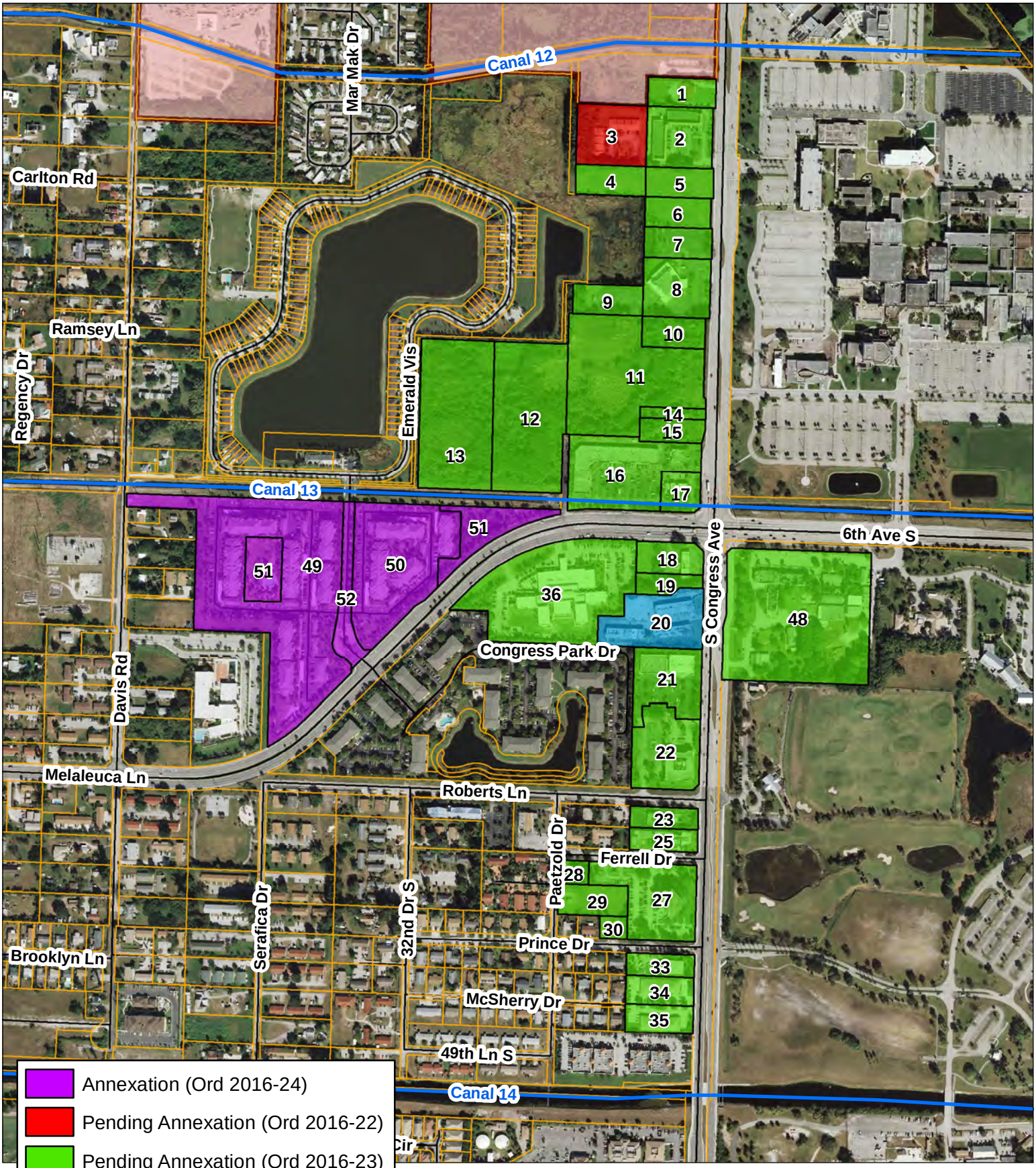
EXHIBIT "B"

CONCEPTUAL SITE PLAN

VILLAGE OF PALM SPRINGS

Figure 1

Annexation on S Congress Avenue - Ordinance 2016-24

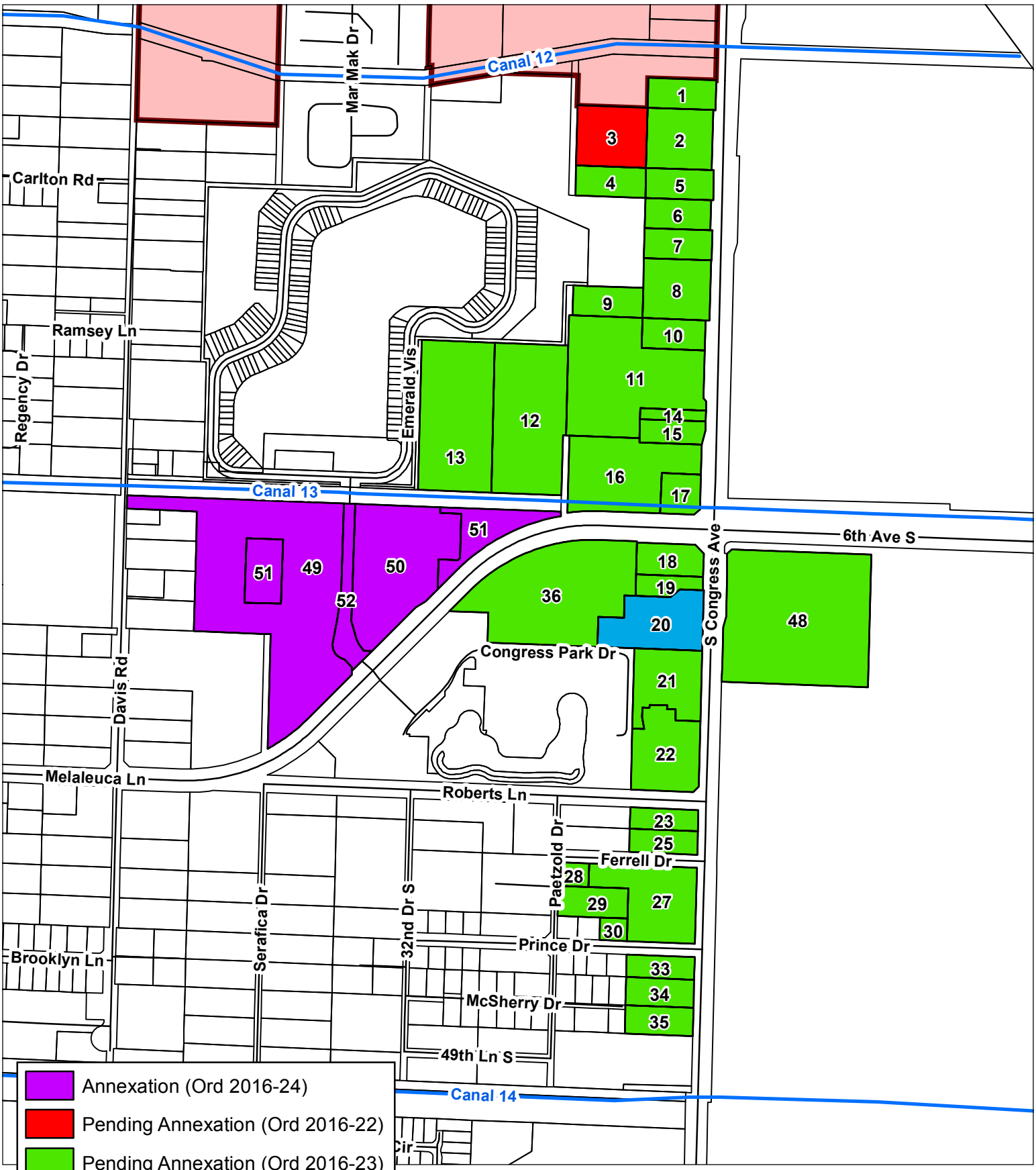


DATE: 11/17/2016

VILLAGE OF PALM SPRINGS

Figure 1

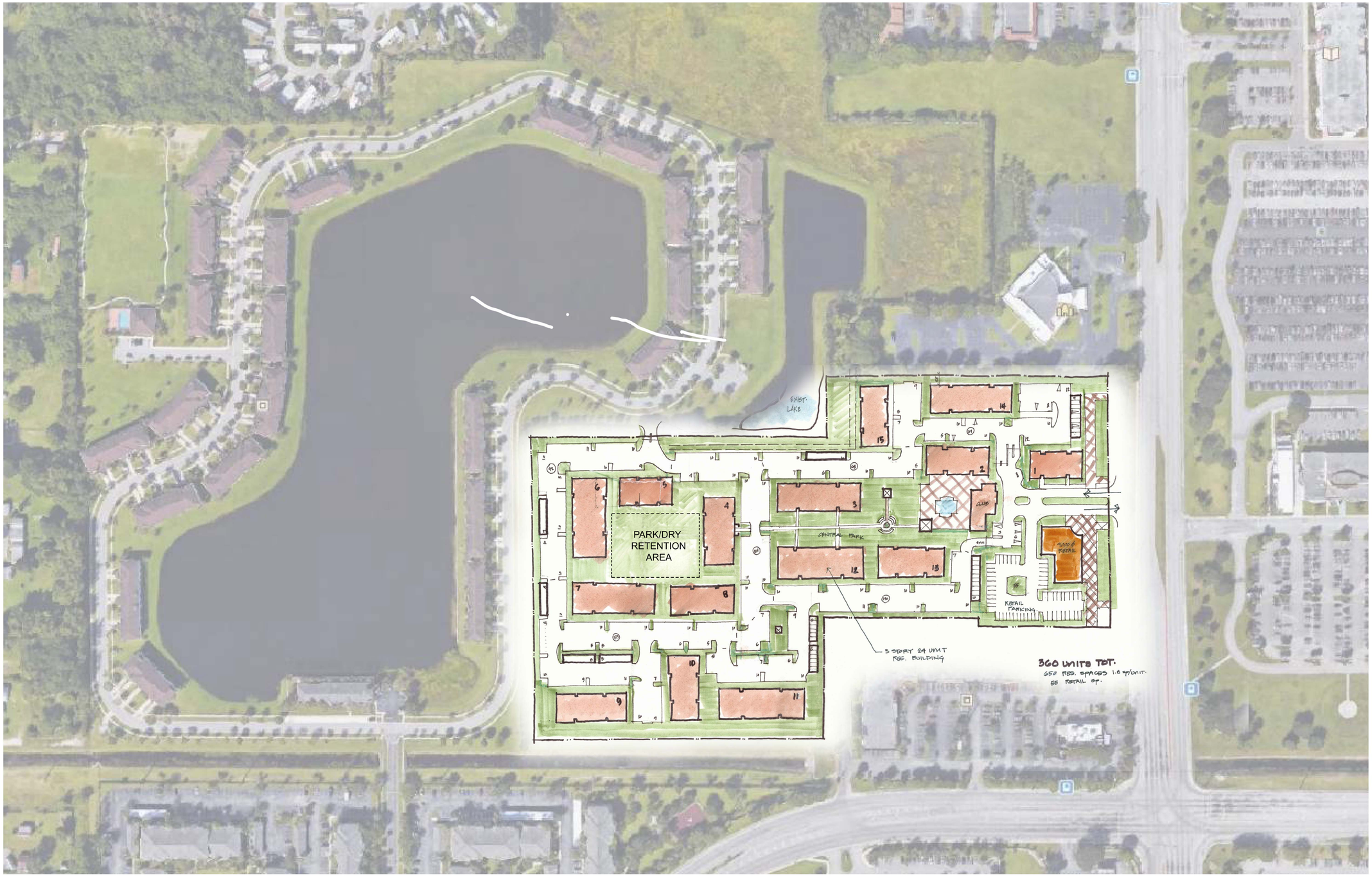
Annexation on S Congress Avenue - Ordinance 2016-24



DATE: 11/17/2016

Coral Lakes Mixed Use

CONCEPTUAL SITE PLAN



N

SCALE: 1" = 100'-0"

1741
11/09/16

MSA ARCHITECTS
ARCHITECTURE & PLANNING

EXH-1

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Village of Palm Springs

Executive Brief

AGENDA DATE: December 8, 2016

DEPARTMENT: Land Development

ITEM #18: Resolution 2016-81 - Enclave Interlocal Agreement - South Congress Avenue (One Parcel)

SUMMARY: The proposed Resolution is for an Interlocal Agreement with Palm Beach County to annex one (1) enclave that is comprised of one (1) individual parcel into the Village of Palm Springs.

Chapter 171.046(2)(a) F.S. allows for the annexation of enclaves that are one hundred and ten (110) acres or less by Interlocal Agreement between the incorporating municipality and the county of jurisdiction. This procedure is a result of the state's policy to improve service delivery.

The proposed enclave, that is included within the "South Congress Avenue" annexation area and located at 4611 South Congress Avenue (South of Melaleuca Lane), is included as Exhibit A within the proposed Interlocal Agreement. The property totals 2.43 acres and is improved as a multi-family (apartment) residential development.

Note: See Parcel #20 on the attached table and map for more information.

The Land Development Board will consider the proposed Interlocal Agreement during its December 6, 2016 meeting and their recommendation will be presented to the Council prior to consideration.

The Palm Beach County Board of County Board of County Commissioners is expected to consider the proposed Interlocal Agreement during its January 30, 2017 meeting.

FISCAL IMPACT:

The annexation area is within the Village's future annexation area and is already served with utility services. The assessed value of the subject parcel is approximately $3 million and will contribute to the Village's overall property values.

ATTACHMENTS:

1. Proposed Resolution 2016-81
2. Florida Statutes Chapter 171.046 - Annexation of Enclaves
3. Interlocal Agreement
4. Annexation Parcel Summary - Table

5. Annexation Study
6. PBC Annexation Information Sheet
7. Aerial and Location Maps

RESOLUTION NO. 2016-81

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY, PURSUANT TO SECTION 163.01, AND SECTION 171.046 FLORIDA STATUTES, ET SEQ., FOR THE PURPOSE OF ANNEXING ONE (1) ENCLAVE, CONSISTING OF A PARCEL OF LAND 2.43 ACRES IN SIZE, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" TO THE INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Palm Springs ("Village") deems it in the best interest of the Village to enter into that certain Interlocal Agreement with Palm Beach County for the annexation of a parcel of land 2.43 acres in size; and

WHEREAS, the Village wishes to annex the enclave, consisting of a parcel of land 1.98 acres in size; which is more fully described in Exhibit "A" to the Interlocal Agreement.

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

Section 1. The Village of Palm Springs, Florida hereby agrees to the terms and conditions of that certain Interlocal Agreement with Palm Beach County, a copy of which is attached hereto and which is incorporated herein by reference, and which is authorized pursuant to Chapter 163.01 and Section 171.046 et seq., Florida Statutes; and further authorizes the Mayor and Village Clerk to execute and deliver said Interlocal Agreement to Palm Beach County, along with a certified copy of this Resolution.

Section 2. Upon their execution, the Village Clerk shall forthwith cause a certified copy of this Resolution, together with a copy of said Interlocal Agreement to be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

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

Council Member _____, offered the foregoing Resolution, 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	☐	☐	☐
JONI BRINKMAN, VICE MAYOR	☐	☐	☐
PATTI WALLER, MAYOR PRO TEM	☐	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	☐
LIZ SHIELDS, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Resolution duly passed and adopted this _____ day of _____, 2016.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
SUSAN M. CALJEAN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

Interlocal Agreement attached here

171.046 Annexation of enclaves.

(1) The Legislature recognizes that enclaves can create significant problems in planning, growth management, and service delivery, and therefore declares that it is the policy of the state to eliminate enclaves.

(2) In order to expedite the annexation of enclaves of 110 acres or less into the most appropriate incorporated jurisdiction, based upon existing or proposed service provision arrangements, a municipality may:

(a) Annex an enclave by interlocal agreement with the county having jurisdiction of the enclave; or

(b) Annex an enclave with fewer than 25 registered voters by municipal ordinance when the annexation is approved in a referendum by at least 60 percent of the registered voters who reside in the enclave.

(3) This section does not apply to undeveloped or unimproved real property.

History.—s. 18, ch. 93-206; s. 5, ch. 2016-148.

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made on this ____ day of _____, 2016 between the VILLAGE OF PALM SPRINGS, a municipal corporation located in Palm Beach County, Florida, hereinafter referred to as "VILLAGE," and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", each entity constituting a "public agency" as defined in Part 1, Chapter 163, Florida Statutes (2016).

WHEREAS, Section 163.01, Florida Statutes (2016), known as the "Florida Interlocal Cooperation Act of 1969," as amended, 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 to thereby provide services and facilities which will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the "Florida Interlocal Cooperation Act of 1969" permits public agencies as defined herein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, Section 171.046, Florida Statutes (2016), provides for annexation of certain enclaves by entering into an interlocal agreement between the municipality and the county having jurisdiction over such enclave; and

WHEREAS, Section 171.046, Florida Statutes (2016), limits annexation by interlocal agreement to enclaves of 110 acres or less in size; and

WHEREAS, Section 171.031 (13) (a) and (b), Florida Statutes (2016), defines enclaves as developed or improved property bounded on all sides by a single municipality, or bounded by a single municipality and by a natural or manmade obstacle that allows passage of vehicular traffic to that incorporated area only through the municipality; and

WHEREAS, the County and the Village have determined that it is appropriate and will promote efficient provision of governmental services for the Village to annex certain enclaves; and

WHEREAS, it has been determined by the Village and by the County that the parcel to be annexed via this interlocal Agreement meets the requirements set out in Section 171.031 (a) and (b) and 171.046, Florida Statutes (2016), as such enclave is developed or is improved, is 110 acres or less in size, and is completely surrounded by the Village or is surrounded by the Village and a natural or manmade obstacle that allows passage of vehicular traffic to the enclaves only through the Village; and

WHEREAS, the enclave identified for annexation in this Interlocal Agreement are in the Village's future annexation area as provided for in the Village's Comprehensive Plan; and

WHEREAS, the County and the Village agree that the parcel to be annexed via this Interlocal Agreement is subject to the Land Use Atlas of the Palm Beach County Comprehensive Plan and County zoning and subdivision regulations until the Village adopts a comprehensive plan amendment to include the parcel to be annexed into the comprehensive plan; and

NOW, THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

Section 1. Purpose

The purpose of the Agreement is to allow annexation by the Village of Palm Springs of that certain unincorporated enclave which is identified in Exhibit "A" attached hereto and made a part hereof:

Section 2. Definitions

The following definitions shall apply to this Agreement:

1. The term "enclave" shall be defined as set forth in Section 171.031(13) (a) and (b), Florida Statutes (2016).

2. "Act" means Part 1 of Chapter 163, Florida Statutes (2016).

3. "Agreement" means this Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

Section 3. Annexation

The unincorporated enclave identified in Exhibit "A", which is attached hereto and made a part hereof, is hereby annexed into and is included in the corporate boundaries of the Village of Palm Springs.

Section 4. Annexation of Rights-of-Way

Palm Beach County hereby consents to the annexation of the right-of-way segments identified in Exhibit "B" into the corporate boundaries of the Village of Palm Springs.

Section 5. Assumption of Ownership and Responsibility of Other Public Dedications

Approval of this interlocal agreement by both parties constitutes mutual agreement by the Village and County that other rights-of-way, alleys, and/or easements, including but not limited to those identified in Exhibit "C", dedicated to the public via recorded plat shall be owned by the Village and become the responsibility of the Village for operation and maintenance upon the effective date of the annexation.

Section 6. Effective Date

This agreement shall take effect upon execution by both parties.

Section 7. Filing

Upon execution by both parties, a certified copy of this agreement shall be filed with the Clerk of Circuit Court in and for Palm Beach County.

Section 8. Notification

The Village hereby acknowledges that is has provided written notice to all owners of real property located in the enclave identified in Exhibit “A” whose names and addresses are known by reference to the latest published ad valorem tax records of the Palm Beach County Property Appraiser. The written notice described the purpose of the Interlocal Agreement and stated the date, time, and place of the meeting of the Village Council of the Village of Palm Springs where this Interlocal Agreement is to be considered for adoption. The written notice also indicated the name and telephone number of the Palm Beach County staff person to contact regarding the date, time and place when the Board of County Commissioners is to consider the adoption of this Interlocal Agreement.

Section 9. Captions

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 10. Severability

In the event any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

Section 11. Entire Agreement & Counterparts

This Agreement represents the entire understanding between the parties, concerning the subject, and supersedes all other negotiations, representation, or agreements, either written or oral, relating this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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VILLAGE OF PALM SPRINGS

ATTEST:

_____
Bev Smith, Mayor

_____
Susan M. Caljean, Village Clerk

(Seal)

Approved as to Form and Legal Sufficiency

_____
Glen Torcivia, Village Attorney

ATTEST:

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

Sharon R. Bock
Clerk & Comptroller

By: _____
Deputy Clerk

By: _____
_____, Mayor

(SEAL)

APPROVED AS TO FORM AND LEGAL SUFFIENCY

By: _____
Robert Banks, Chief Land Use County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Patrick Rutter, Executive Director Planning, Zoning & Building

Exhibit A
Enclave Parcel

Map ID	PCN	ADDRESS	OWNER	ACRES	ASSESSED VALUE	PBC LAND USE	PBC ZONING	PROPOSED LAND USE	PROPOSED ZONING
20	00434430010650031	4611 S. Congress Avenue	4611 S Congress LLC	2.43	3070127	Urban Infill	UI	High Density Residential	RM

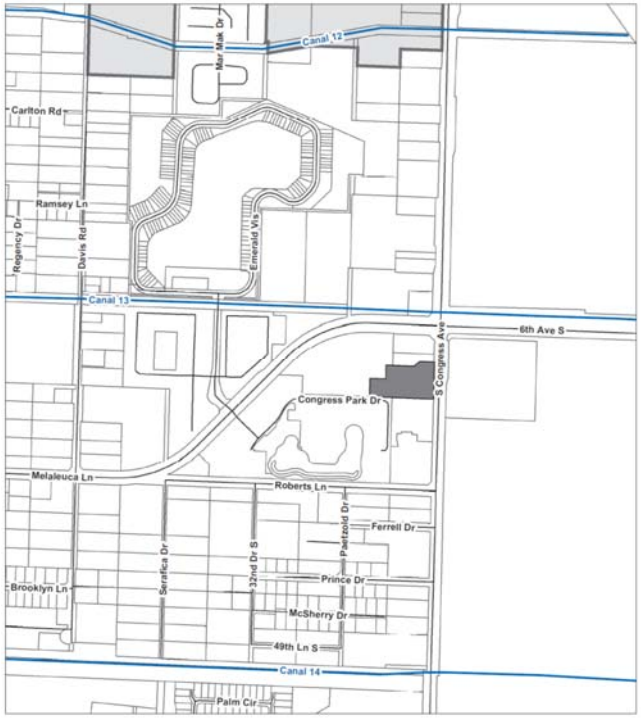


Exhibit B

Right-of-Way Segments To Be Annexed

Rights-of-Way	Segment
Unnamed 30’ R/W Plat Book 5, Page 72, Adjacent to Block 63	Melaleuca Lane to northern terminus

Exhibit C

Other Rights-of-Way, Alleys or Easements Dedicated to the Public

For which ownership and maintenance will be transferred to the Village

Rights-of-Way	Segment
Unnamed 30’ R/W Plat Book 5, Page 72, Adjacent to Block 63	Melaleuca Lane to northern terminus

Exhibit A

Enclave Parcel

Map ID	PCN	ADDRESS	OWNER	ACRES	ASSESSED VALUE	PBC LAND USE	PBC ZONING	PROPOSED LAND USE	PROPOSED ZONING
20	00434430010650031	4611 S. Congress Avenue	4611 S Congress LLC	2.43	3070127	Urban Infill	UI	High Density Residential	RM

SOUTH CONGRESS AVENUE
ANNEXATION AREA

(Ordinances 2016-22, 2016-23, & 2016-24, Resolution 2016-81)

Existing Conditions

Area:	86.78 acres
Parcels:	40 individual properties
	34 voluntary
	6 involuntary
Use(s):	residential
	359 multi-family units
	16 unit motel
	Office/ Retail / Restaurants / Vacant
Land Use:	PBC Urban Infill and Institutional and HR/8
Zoning:	PBC UI and MUPD and PUD and PO
Average Property Value:	$1.9 million
Population Estimate:	898 residents

Village Considerations

Land Use:	Village Commercial, High/Medium Density Residential or Mixed Use
Zoning:	Village RM and CG and MU
Services:	
Utilities	Palm Beach County Water Utilities, Lake Worth Utilities and Atlantis Utilities serve the South Congress Avenue area
Roads	Congress Avenue and Melaleuca Lane are County roads and are generally in good condition with sidewalks on both sides of the road Street lights are located at intersections.
Parks	The annexation area is located south of the current Village boundary. The nearest Village parks are the ±1-acre Royal Palm Park, located on Davis Road, just north of Lakewood Road, and the 1.7-acre Sabal Palm Park, located on Summer Street, just north of 10th Avenue North. Both neighborhood parks are of sufficient size to serve 2000 residents[1] and 3400 residents, respectively.

[1] Based on Village LOS standard of 5 acres/10,000 population

This annexation area is located is closer proximity to the Palm Beach County's John Prince Park, which is a regional park comprised of over 700 acres, including a 300+acre lake. Recreation facilities include basketball courts, softball fields, playgrounds, 4.5 miles of walking and bicycle paths, picnic pavilions, and boat ramps.

Library — The estimated 898 residents are projected to undertake 3,592 circulations/year, will require 900 materials, and necessitate 0.45[2] librarians/library volunteers 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 898 residents necessitate 2 officers[3] 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 4,172 calls for service for the subject area for the 2-year period October 1, 2013 - September 30, 2015, which includes property damage crimes such as graffiti and vandalism.

Code Compliance — The area is within the County's "Serafica Road" and "Congress Park-32nd Drive South" Countywide Community Revitalization Team ("CCRT") area. A CCRT area typically has more than average code cases (overgrown yard, house in disrepair, debris and trash, junk cars, etc.). The addition of 86.78 acres necessitates 0.14 code enforcement officers[4] to serve the area.

Permitting — Construction of the proposed Morguard mixed-use project will provide permitting revenue, as well as other redevelopment efforts facilitated by the Village College-Hospital Overlay and the elimination of the burdensome (County) Urban Redevelopment Area regulations.

Garbage	Advanced Systems = existing provider; residential service to transfer to Republic Services on Oct 1st, commercial to remain with Advanced through effective period of existing contract
Surfacewater	unaffected – LWDD area
Fire Rescue	unaffected – PBC Fire Rescue
Electric	unaffected – Lake Worth Utilities
Schools	unaffected – existing residences and student population

[2] Based on 0.5 FTE/1000 residents, 4 circulations/capita, and 2.8 materials per capita
[3] Based on State of Florida average LOS of 2.4 officers per 1,000 residents
[4] Based on 1 code officer per square mile

Fiscal Sustainability

Budgetary Considerations:

- Police Officers 2 @ $124,469[5] > $248,938
- Code Enforcement Officer 0.14 @ $65,340 > $ 9,148

Additional Ad Valorem: $3,107,594[6]

Non-measurable Factors: Increase in other revenue sources, including sales tax, gas tax, franchise fees, 1% infrastructure surtax, etc.

Expansion of Village boundary to the Atlantis city limits will allow consistent regulations and code enforcement and law enforcement to be applied along the Congress Avenue corridor to promote a better business environment and foster redevelopment.

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

A Safe Village = Priceless

[5] Staff costs includes personnel and equipment

[6] Based on 4 mils and 2016 assessed values ($77,689,805)

Palm Beach County
Annexation Information Sheet

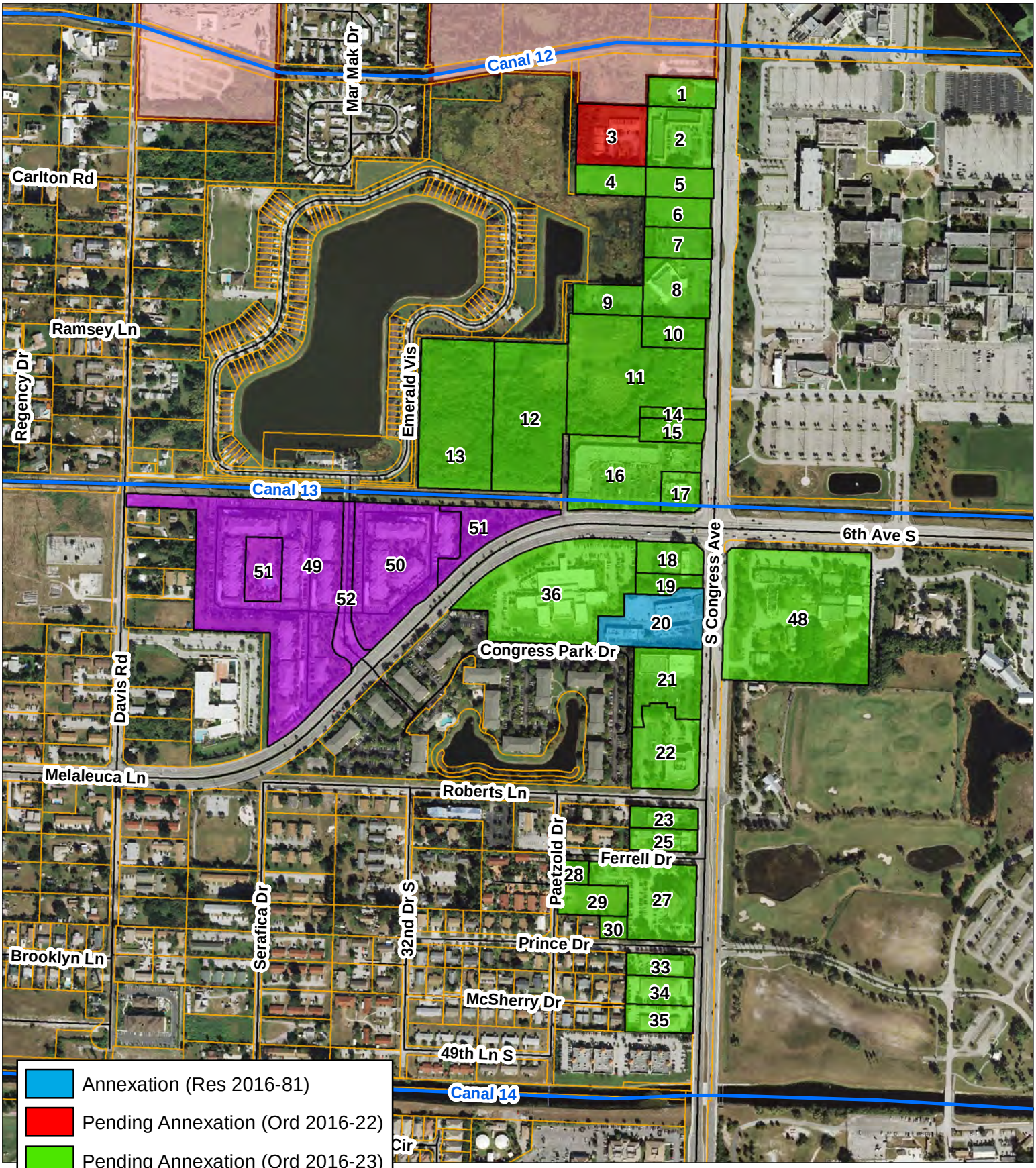
Please submit the following information regarding each proposed annexation:

Annexation Name	**South Congress Enclave**
Annexation Type	**Involuntary**
Acres	**2.43 acres**
Location	**4611 S. Congress Avenue**
Existing Use	**Multi-Family (rental) Apartments**
Proposed Use	**Same**
County Future Land Use	**Urban Infill**
County Zoning	**UI**
City Future Land Use	**High Density Residential**
City Zoning	**RM**
First Reading (*if known*)	**December 8, 2016**
Second Reading (*if known*)	**n/a**
Ordinance Num. (*if known*)	**Resolution 2016-81**
Location Map	**See Attached (Parcel #20)**
Parcel Control Number	**00-43-44-30-01-065-0031**

VILLAGE OF PALM SPRINGS

Figure 1

Annexation on S Congress Avenue - Resolution 2016-81

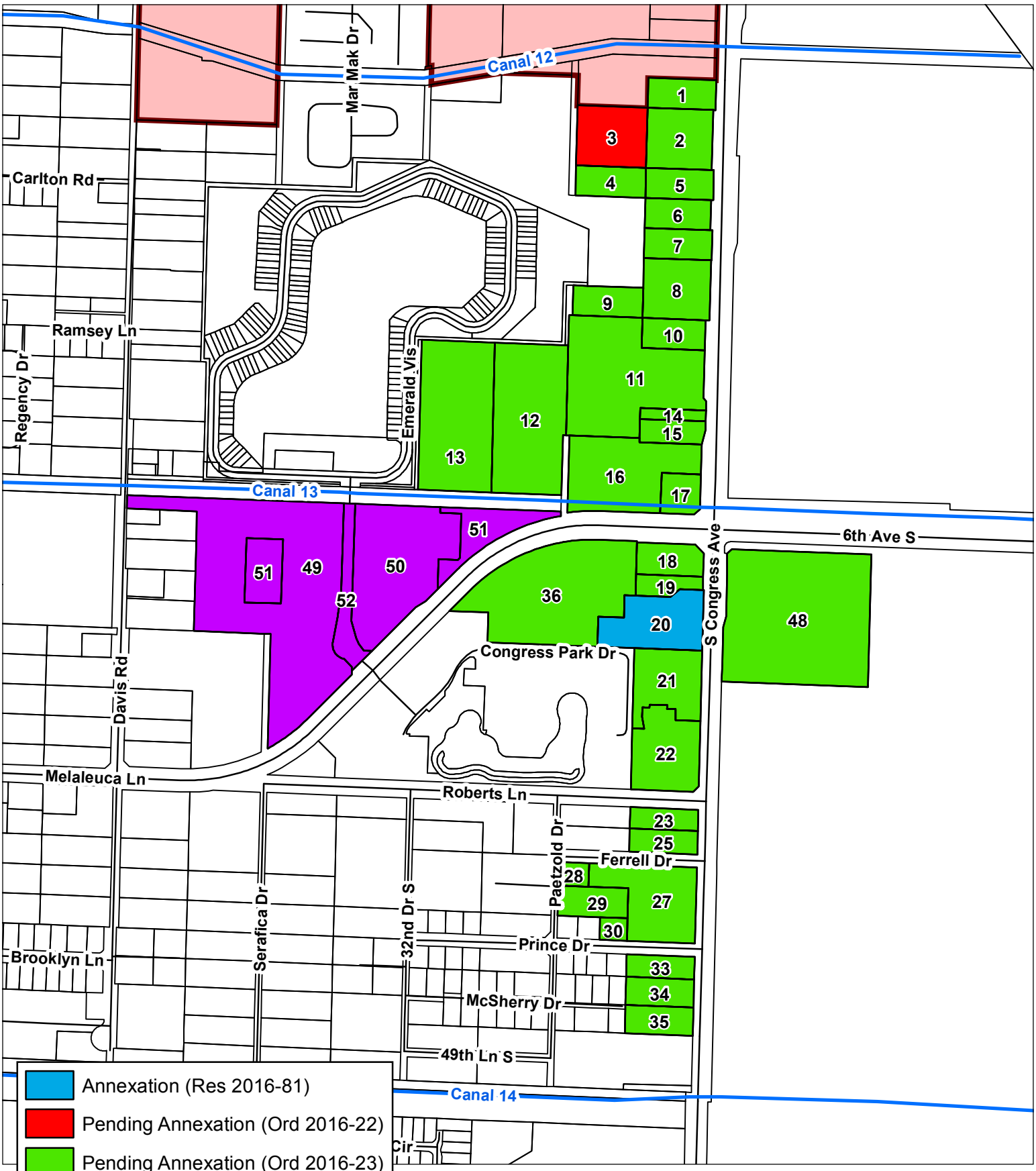


DATE: 11/17/2016

VILLAGE OF PALM SPRINGS

Figure 1

Annexation on S Congress Avenue - Resolution 2016-81



DATE: 11/17/2016

Village of Palm Springs

Executive Brief

AGENDA DATE: December 8, 2016

DEPARTMENT: Land Development

ITEM #19: Resolution 2016-79 - Minor Site Plan Amendment (SPR16-08) and Special Exception Use (PSSE16-04) - Equity One - 1756 South Congress Avenue (Greenwood Plaza)

SUMMARY: Mr. Kevin McGinley, agent for the property owner - Equity One, is requesting a minor site plan amendment and special exception approval for a 3,400 square foot, 153 seat restaurant within the existing commercial plaza located at 1756 South Congress Avenue (Greenwood Plaza). The proposed location (Bay #1756) was previously utilized for restaurant use (former Friendly's site), but has been vacant for more than 12 months resulting in the expiration of any prior approvals.

Note: A 2,856 square foot restaurant was previously approved within the commercial plaza (Resolution 2016-60 - July 28, 2016); however, the current request relocates the proposed restaurant into a new location (a portion of the previous Friendly's location fronting Congress Avenue). If approved, the prior approval will become null and void.

Special Exception (PSSE16-04) - Request to permit a 3,400 square foot, 153 seat restaurant. The proposed 3,400 sq. ft. restaurant is slightly larger than the previously approved restaurant and is being presented to the Council for consideration (restaurants that are 3,000 sq. ft. or less can be approved administratively). Additionally, a new retail tenant space (754 sq. ft.) will also be created with the interior improvements constructed for the proposed restaurant.

The Land Development Board considered these requests during their November 15, 2016 meeting and recommended approval.

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

ATTACHMENTS:

1. Proposed Resolution No. 2016-79 - Site Plan Amendment and Special Exception
2. Staff Report
3. Site Plan and Floor Plan
4. Applicant Narrative & Justification Statement(s)
5. Landlord and Owner Letter - Equity One
6. Exterior Building Photos - View from Congress, North Side and South Side

7. Aerial and Location Maps

RESOLUTION NO. 2016-79

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING), WITH CONDITIONS, FOR A MINOR SITE PLAN AMENDMENT (SPR16-08) SUBMITTED BY LAND RESEARCH MANAGEMENT, INC., AGENT FOR THE OWNER, EQUITY ONE, INC. ("APPLICANT") AND CONCURRENTLY REQUESTING A SPECIAL EXCEPTION USE (PSSE16-04), TO ALLOW A 3,400 SQUARE FOOT RESTAURANT WITHIN A TENANT BAY AT GREENWOOD SHOPPING CENTER, FOR THE COMMERCIAL GENERAL DISTRICT, THE PROPERTY IS LOCATED AT 1756 SOUTH CONGRESS AVENUE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on November 15, 2016, the Land Development Board reviewed and considered the request of Land Research Management, Inc., agent for the owner, Equity One, Inc. ("Applicant"), and concurrently requesting a Special Exception Use (PSSE16-04) to allow a 3,400 square foot restaurant within a tenant bay at Greenwood Shopping Center, a Commercial General District property located at 1756 South Congress Avenue; and

WHEREAS, the recommendation of the Land Development Board to approve this application, subject to staff report conditions, has been forwarded to the Village Council for final consideration; and

WHEREAS, the Village Council has heard this matter in public session; has considered the presentation and other evidence presented by the Applicant; has received and considered the recommendations of the Village Staff and Land Development Board; and has otherwise been fully informed regarding this matter.

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

Section 1. The Village Council having received and considered the request of Land Research Management, Inc. ("Applicant"), requesting a Minor Site Plan Amendment (SPR16-08) and concurrently requesting a Special Exception Use (PSSE16-04) to allow a 3,400 square foot restaurant within a tenant bay at Greenwood Shopping Center, for the Commercial General District property address located at 1756 South Congress Avenue; and having been otherwise fully apprised of the premises herein, the Village Council hereby (approves/denies) the said application, with the staff report conditions attached hereto as **Exhibit "A"**, and which is 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:

	Aye	Nay	Absent
BEV SMITH, MAYOR	☐	☐	☐
JONI BRINKMAN, VICE MAYOR	☐	☐	☐
PATTI WALLER, MAYOR PRO TEM	☐	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	☐
LIZ SHIELDS, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of DECEMBER 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

LAND DEVELOPMENT STAFF REPORT

SUBJECT: Greenwood Shopping Center- Special Exception Use to allow a restaurant within the tenant bay addressed 1756 South Congress Avenue.

Application Summary			
Applicant	Equity One, Inc	**Submittal Date**	9/23/2016
Reference Name	Greenwood Shopping Center	**Case Number**	**SPR 16-08/ PSSE 16-04**
		Parcel Control No	70-42-44-13-00-000-5100
Location	1756 South Congress Avenue	**Site Area**	11.54 acres
LDB Meeting	November 15, 2016	**Council Meeting**	December 8, 2016

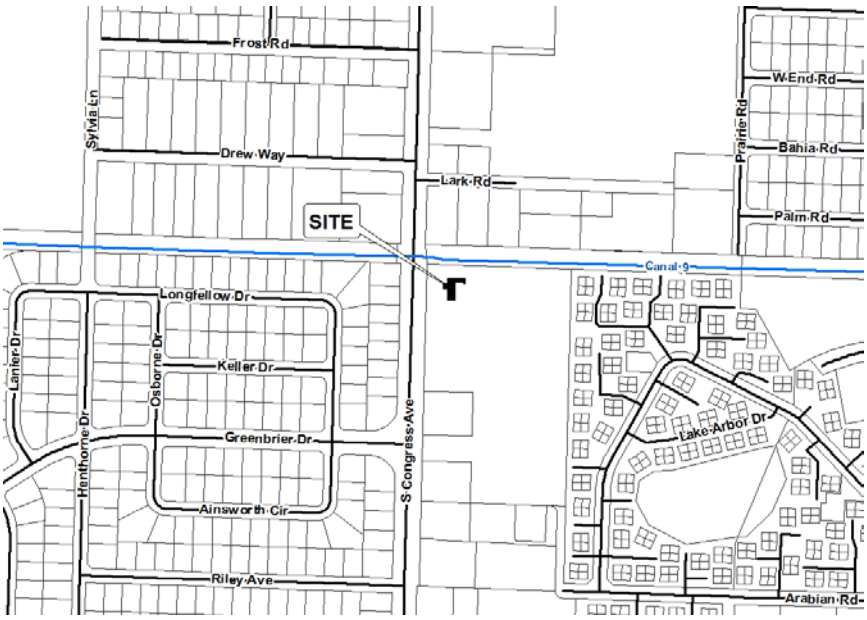
Requests	
Proposed Use (s)	Special Exception to allow a restaurant
Number of Units	1 unit 3,400 square foot

Parking			
Code	**Required**	**Provided**	**Meets Requirement**
Total Parking	51 spaces	629 entire plaza	Yes (sharing parking with the other tenants on the plaza)

Site Characteristics			
Existing Use	Vacant	**Proposed Use**	Sit-down Restaurant
Zoning	Commercial General	**Existing Future Land Use**	Commercial

Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	**Existing Use**	**Future Land Use**	**Zoning District**
North	Congress Town Center, Trinity Temple, Radiant Leather Care	Commercial & High Density Residential	Commercial General & Residential Multiple-Family, RM
South	Congress Professional Center	Commercial	Commercial General, CG
East	Lakewood Residential Development	Medium Density Residential	Residential Multiple-Family, RM
West	Single Family Residential	Low Density Residential	Single Family Residential, RS

Recommendation
Land Development Staff recommends conditional approval of the new 3,400 square foot restaurant as a special exception use, based on consistency with the Village Comprehensive Plan and compatibility with surrounding uses.



I Site History

- Resolution 93-11; Site Plan.
  The Property was approved for the development of Greenwood Shopping Center on May 27, 1993. Since that time the shopping center has been the subject of several site plan amendments to expand the existing Publix, relocate an ATM and create a police substation on the property.
- Resolution 2014-51; Site Plan Amendment (SPR 14-06) and Special Exception Use (PSSE 14-04).
  On September 11, 2014 the Village Council approved with conditions the site plan and special exception use for the interior renovations of a 2,600 square foot Prescribed Pediatric Extended Care Facility, serving 39 special needs children, to be located in two bays of the Greenwood Shopping Center.
- Resolution 2016-60; Site Plan and Special Exception Use to allow 2,856 square foot sit-down restaurant on one of the tenant bays.

II Comprehensive Plan Consistency

- The subject property's Future Land Use and Zoning designations are Commercial and Commercial General (CG), respectively. The proposed Special Exception Use of restaurant is consistent with goals, objectives and policies of the Village's Comprehensive Plan.

III Neighborhood Compatibility

1) The proposed use as a restaurant will be the same as the previous use within this bay.
2) Proposed restaurant has a reduction in area (754 sq.ft.) for the same previous use.
3) The proposed use as a restaurant is consistent with the commercial uses adjacent to the property.
4) The business hours, type and amount of traffic would be similar to the commercial uses surrounding the property.
5) The proposed restaurant is located in a commercial shopping center where several different retails, offices and restaurants are occupying the suites.

IV Regulatory Issues:

- Since the previous and proposed use are the same high turnover sit-down restaurants, there are no change in the daily traffic AM peak hour or PM peak hour traffic for traffic concurrency.
- The Special Exception Use conforms the standards of the CG district.

VI Community Outreach/ Notification

- The subject property was posted on October 26, 2016.
- Public Notification letters were mailed to all property owners within 300 foot radius of subject property on October 26, 2016.
- Legal advertisement was published in the paper on October 20, 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 September 23, 2016 depicts the following:

- Application for Special Exception Use for a new 3,400 square foot restaurant within a commercial shopping center.
    1. Site Plan, dated September 23, 2016 revised and resubmitted on October 25, 2016.
    2. Floor plan, dated September 23, 2016 revised and resubmitted on October 25, 2016.
    3. Justification statement of proposed use.

VIII Recommendation

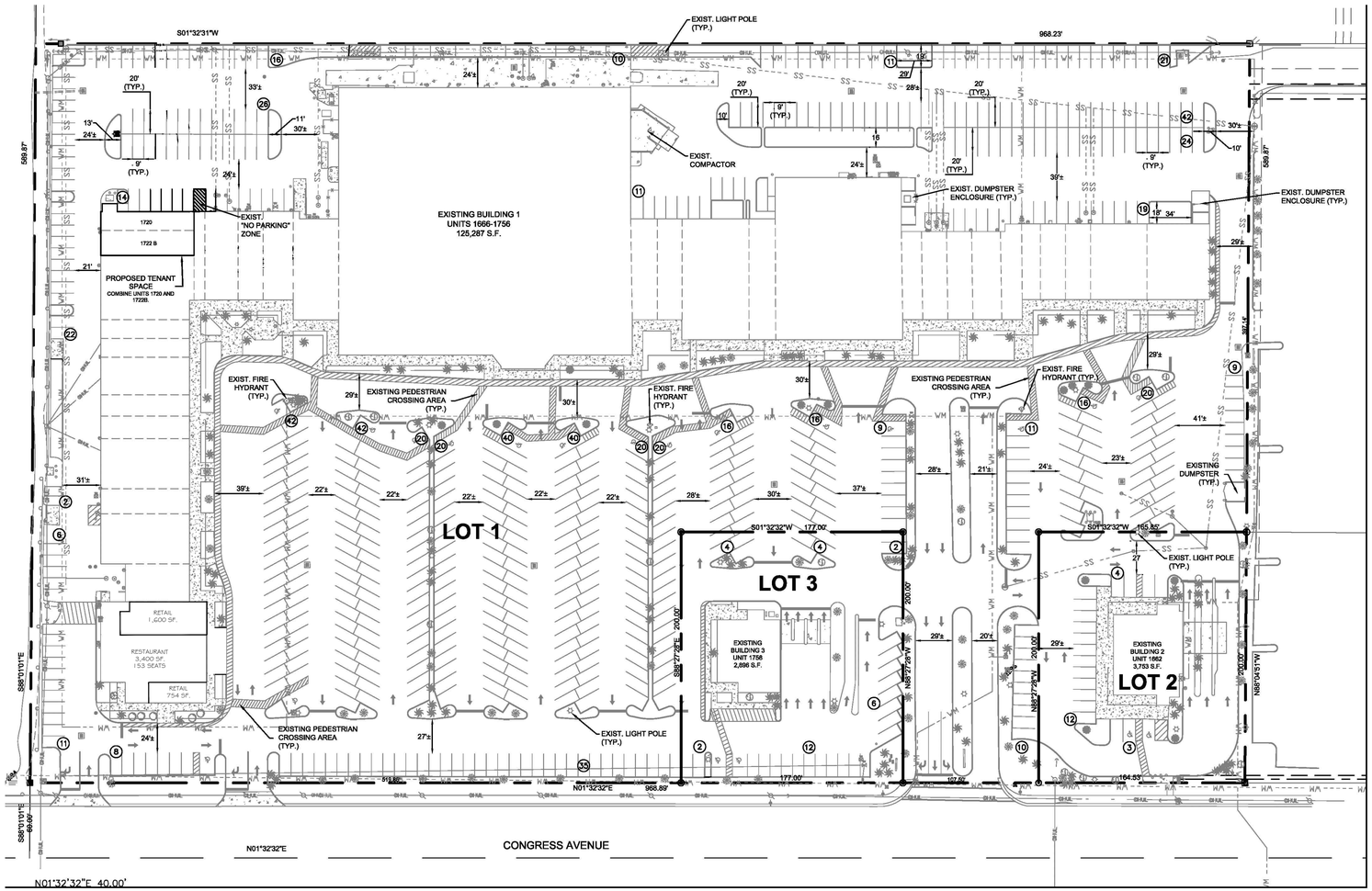
The Greenwood Shopping Center contains a mix of retail, restaurant, office and bank uses. There are a total of 629 parking spaces that serve the shopping plaza. The proposed restaurant would be located in an existing in-line retail/restaurant area in bay 1756, using a total of 3,400 square foot in the North line portion of the plaza. The occupancy of the restaurant use within this in-line retail is not projected to change the trip generation characteristics of the site and no additional traffic impacts are projected.

Land Development staff has conducted a review of the application and found the proposed Special Exception Use to be consistent with goals, objectives and policies of the Village's Comprehensive Plan. The proposed restaurant is generally consistent with the Land Development and zoning regulation and all other portions of the code. The proposed Special Exception Use does not significantly reduce light and air adjacent properties, and would not be a deterrent to surrounding properties. The new use does not impact natural system or public facilities and is compatible with the character and use of the surrounding properties in its function.

Land Development Staff recommends conditional approval of the special Exception Use for the restaurant subject to the following 18 conditions below:

1. The prior approval (Resolution 2016-60) is superseded by this approval and shall become null and void.
2. The Special Exception must be in effect within 18 months of the final action of the Village Council.
3. No live entertainment shall be permitted without subsequent Village approvals.
4. Hours of operations shall be in accordance with the Village hour of operations regulations.

5. Restaurant use is limited to 3,400 s.f. of floor area and maximum of 153 seats.
6. Deliveries shall occur through the rear of the building, not obstructing traffic circulation and shall not commence prior 8:00 am or continue later than 9:00 pm.
7. Pedestrian amenities, including, but not limited to, benches, trash receptacles and/or bicycle rack are required **prior to occupancy**.
8. Copy of the annual food permit from Florida Department of agriculture and Consumer Services shall be provided to the Village along with the inspection report.
9. Grease trap (size, capacity and installation) will be evaluated and inspected by The Land Development Department during interior build out work is performed.
10. A Business Tax Receipt must be obtained at the Village and Palm Beach County Tax Collector office prior to commencing operation of business.
11. Any construction or renovation activity shall obtain permits from The Village of Palm Springs and be constructed in accordance with the FBC edition in effect at the time of permitting.
12. Any sign shall be accordance with the Village regulations and a permit must be obtained prior to any sign installation.
13. 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.
14. The dumpster provider, including the construction dumpster, shall be Republic Services who is under franchise Agreement with the Village. No drains to sanitary sewer are permitted in the dumpster pad. The location of the refuse and recycling dumpsters shall be coordinated with Village staff, Equity One, and Republic Services **prior to issuance of the Certificate of Completion**.
15. Any sidewalk broken or damaged during construction shall be replaced by the contractor prior to CO.
16. The General Contractor shall be on site during any and all construction activity in accordance with FS 489.1195.
17. The project shall receive approval from all Authorities Having Jurisdiction and submit copies of approvals to the Village of Palm Springs.
18. At the time of CO, the petitioner shall provide the Land Development Department with electronic copies of as-builts.



SITE INFO

OWNER/DEVELOPER: EQUITY ONE, INC.
1600 NE MIAMI GARDENS DR.
NORTH MIAMI BEACH, FL 33179
(305) 947-2664

ENGINEER/SURVEYOR: BOWMAN CONSULTING GROUP, LTD.
7881 SW ELLIPSE WAY
STUART, FLORIDA 34997
(772) 283-1413

PCN/ ADDRESS:

70-43-44-17-62-000-0010
70-43-44-17-62-000-0020
70-43-44-17-62-000-0030
1662-1758 S. CONGRESS AVE.
PALM SPRINGS, FL 33461

LEGAL DESCRIPTION:

ALL OF THE PLAT OF "GREENWOOD SHOPPING CENTRE" ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 116, PAGE 53, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SURROUNDING EXISTING LAND USE, FUTURE LAND USE, AND ZONING

NORTH — CONGRESS TOWN CENTER, CONCRETE SERVICES, TRINITY TEMPLE
COMMERCIAL & HIGH DENSITY RESIDENTIAL
COMMERCIAL GENERAL, CG & MULTI-FAMILY RESIDENTIAL, RM

SOUTH — CONGRESS PROFESSIONAL CENTER
COMMERCIAL
COMMERCIAL GENERAL, CG

EAST — LAKEWOOD RESIDENTIAL DEVELOPMENT
MEDIUM DENSITY RESIDENTIAL
MULTI-FAMILY RESIDENTIAL, RM

WEST — SINGLE FAMILY RESIDENTIAL
LOW DENSITY RESIDENTIAL
SINGLE FAMILY RESIDENTIAL, RS

APPROVED ADMINISTRATIVE VARIANCES

- ELIMINATE THE EASTERN PROPERTY LINE LANDSCAPE BUFFER. (#201200431)
- REDUCE THE REQUIRED LANDSCAPE BUFFER WIDTH FOR THE NORTHERN AND SOUTHERN PROPERTY LINES. (#201200431)
- ELIMINATE THE REQUIRED LANDSCAPE TERMINAL ISLANDS THROUGHOUT THE BUILT SHOPPING PLAZA. (201200432)

APPROVED SPECIAL EXCEPTIONS

- BAYS 1720 & 1722B : APPROVED AS A CHILD CARE FACILITY OCCUPIED BY A LICENSED PRESCRIBED PEDIATRIC CHILD CARE CENTER (PSSE14-04) WITH VARIANCE TO ELIMINATE OUTDOOR PLAY AREA (PSV14-12)

SITE NOTES

1. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.

2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL LOCAL CODES, ORDINANCES AND/OR STANDARDS.

LEGEND

- (20) NUMBER OF PARKING SPACES
- EXISTING SIGN
- EXISTING POWER POLE
- EXISTING LIGHT POLE
- EXISTING DRAINAGE INLET
- EXISTING TREES
- OHUL — EXISTING OVERHEAD UTILITY LINE
- EXISTING CONCRETE

SITE DATA:

LAND USE:	= COMM COMMERCIAL		
ZONING:	= CG COMMERCIAL GENERAL		
BUILDING SETBACKS:	= 50' FRONT, 30' REAR, 15' SIDE, 25'SIDE CORNER		
BUILDING HEIGHT:	= 45' MAX.		
TOTAL SITE AREA	= 571,312 S.F.	13.12 AC.	
PARENT TRACT (LOT 1)	= 502,874 S.F.	11.54 A.C.	100%
IMPERVIOUS AREA	= 452,556 S.F.	10.39 A.C.	90%
- TOTAL BUILDINGS (SEE NOTE 1.)	= 126,529 S.F.	2.91 A.C.	25%
- BUILDING 1	= 126,529 S.F.	2.91 A.C.	
- BUILDING 2			
- BUILDING 3 (SEE NOTE 2.)			
- PVMT/CONC AREA	= 320,939 S.F.	7.36 A.C.	64%
- LATERAL CANAL No. 9	= 5,088 S.F.	0.11 A.C.	1%
PERVIOUS AREA	= 50,318 S.F.	1.15 A.C.	10%
- OPEN AREA	= 50,318 S.F.	1.15 A.C.	10%
OUTPARCEL (LOT 2)	= 33,038 S.F.	0.76 A.C.	100%
IMPERVIOUS	= 28,776 S.F.	0.66 A.C.	87%
- BUILDING AREA	= 3,753 S.F.	0.09 A.C.	12%
- PVMT/CONC AREA	= 25,023 S.F.	0.57 A.C.	75%
PERVIOUS AREA	= 4,262 S.F.	0.10 A.C.	13%
- OPEN AREA	= 4,262 S.F.	0.10 A.C.	13%
OUTPARCEL (LOT 3)	= 35,400 S.F.	0.82 A.C.	100%
IMPERVIOUS	= 29,947 S.F.	0.59 A.C.	85%
- BUILDING AREA	= 2,896 S.F.	0.07 A.C.	9%
- PVMT/CONC AREA	= 27,051 S.F.	0.62 A.C.	76%
PERVIOUS AREA	= 5,453 S.F.	0.13 A.C.	15%
- OPEN AREA	= 5,453 S.F.	0.13 A.C.	15%

PARKING CALCS:

PARKING CALCS:	EXISTING	PROPOSED
PARENT TRACT (LOT 1)		
- BUILDING 1 (SEE NOTE 1.)	(1/200) 125,322 S.F. / 200 = 627 SPACES	RESTAURANT: 1/3 SEATS @ 153 SEATS = 51 SPACES
- BUILDING 3		
- BUILDING 2 (SEE NOTE 2.)		
TOTAL SPACES REQUIRED	627 SPACES	
TOTAL SPACES PROVIDED	629 SPACES	
REQUIRED HANDICAP PARKING (PER A.D.A. REQUIREMENTS)	13 SPACES	
PROVIDED HANDICAP PARKING	16 SPACES	
OUTPARCEL (LOT 2)		
- BUILDING 2	(1/200) 3,793 S.F. / 200 = 19 SPACES	
TOTAL SPACES REQUIRED	19 SPACES	
TOTAL SPACES PROVIDED	19 SPACES	
REQUIRED HANDICAP PARKING (PER A.D.A. REQUIREMENTS)	1 SPACES	
PROVIDED HANDICAP PARKING	2 SPACES	
OUTPARCEL (LOT 3)		
- BUILDING 3 (SEE NOTE 2.)	(1/200) 4,500 S.F. / 200 = 23 SPACES	
TOTAL SPACES REQUIRED	23 SPACES	
TOTAL SPACES PROVIDED	30 SPACES	
REQUIRED HANDICAP PARKING (PER A.D.A. REQUIREMENTS)	1 SPACES	
PROVIDED HANDICAP PARKING	2 SPACES	

SITE CHARACTERISTICS & PARKING CALCULATION NOTES:

1.) THE TOTAL IMPERVIOUS AREA BUILDING 1 (UNITS 1666-1756) INCLUDES 1,207 S.F. OF COVERED HALLWAY. THIS HALLWAY AREA (1,207 S.F.) IS NOT INCLUDED IN THE BUILDING AREA FOR PARKING CALCULATIONS.

2.) THE BUILDING AREA OF 2,896 S.F. FOR BUILDING 3 (UNIT 1758) IS THE IMPERVIOUS FOOTPRINT. THE 4,500 S.F. BUILDING AREA IS THE GROSS AREA USED FOR PARKING REQUIREMENTS.

3.) THE BUILDING AREA FOR THE PROPOSED RESTAURANT WITHIN BUILDING 1 - 3,400 SF. (153 SEATS)
PARKING FOR RESTAURANT - 1/ 3 SEATS @ 153 SEATS = 51 SPACES

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast. It's free. It's the law.
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GRAPHIC SCALE
50' 0 25' 50' 100' 200'
(IN FEET)
1 inch = 50' ft.

Planning & Development CONSULTANTS
354 Cypress Drive #6, Tequesta, FL 33469
Phone: 561-222-9284/Fax: 561-348-9491

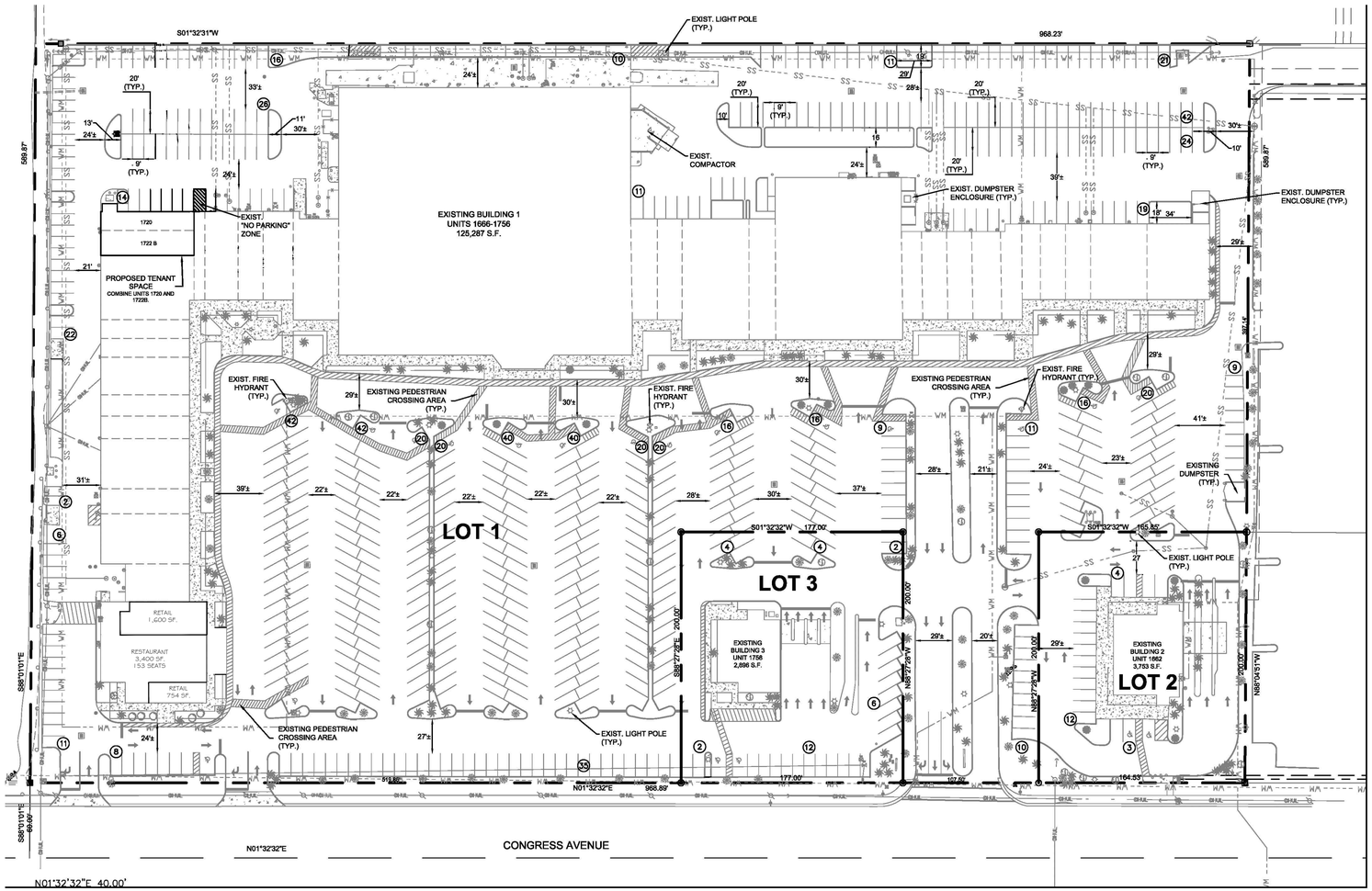
Site Plan
GREENWOOD SHOPPING CENTER
Village of Palm Springs, Florida

NORTH

Scale: 1" = 50'-0"

Designed: JGH
Drawn: JGH
Approved: N/A
Date: 05.25.16
Job no. XX-XXX
Revisions: 06.14.16
06.30.16
09.22.16
09.27.16

Sheet No.
SP-1
JOB NO. xx-xxx



SITE INFO

OWNER/DEVELOPER: EQUITY ONE, INC.
1600 NE MIAMI GARDENS DR.
NORTH MIAMI BEACH, FL 33179
(305) 947-2664

ENGINEER/SURVEYOR: BOWMAN CONSULTING GROUP, LTD.
7881 SW ELLIPSE WAY
STUART, FLORIDA 34997
(772) 283-1413

PCN/ ADDRESS:

70-43-44-17-62-000-0010
70-43-44-17-62-000-0020
70-43-44-17-62-000-0030
1662-1758 S. CONGRESS AVE.
PALM SPRINGS, FL 33461

LEGAL DESCRIPTION:

ALL OF THE PLAT OF "GREENWOOD SHOPPING CENTRE" ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 116, PAGE 53, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SURROUNDING EXISTING LAND USE, FUTURE LAND USE, AND ZONING

NORTH — CONGRESS TOWN CENTER, CONCRETE SERVICES, TRINITY TEMPLE
COMMERCIAL & HIGH DENSITY RESIDENTIAL
COMMERCIAL GENERAL, CG & MULTI-FAMILY RESIDENTIAL, RM

SOUTH — CONGRESS PROFESSIONAL CENTER
COMMERCIAL
COMMERCIAL GENERAL, CG

EAST — LAKEWOOD RESIDENTIAL DEVELOPMENT
MEDIUM DENSITY RESIDENTIAL
MULTI-FAMILY RESIDENTIAL, RM

WEST — SINGLE FAMILY RESIDENTIAL
LOW DENSITY RESIDENTIAL
SINGLE FAMILY RESIDENTIAL, RS

APPROVED ADMINISTRATIVE VARIANCES

- ELIMINATE THE EASTERN PROPERTY LINE LANDSCAPE BUFFER. (#201200431)
- REDUCE THE REQUIRED LANDSCAPE BUFFER WIDTH FOR THE NORTHERN AND SOUTHERN PROPERTY LINES. (#201200431)
- ELIMINATE THE REQUIRED LANDSCAPE TERMINAL ISLANDS THROUGHOUT THE BUILT SHOPPING PLAZA. (201200432)

APPROVED SPECIAL EXCEPTIONS

- BAYS 1720 & 1722B : APPROVED AS A CHILD CARE FACILITY OCCUPIED BY A LICENSED PRESCRIBED PEDIATRIC CHILD CARE CENTER (PSSE14-04) WITH VARIANCE TO ELIMINATE OUTDOOR PLAY AREA (PSV14-12)

SITE NOTES

1. CONTRACTOR TO VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.

2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL LOCAL CODES, ORDINANCES AND/OR STANDARDS.

LEGEND

- (20) NUMBER OF PARKING SPACES
- EXISTING SIGN
- EXISTING POWER POLE
- EXISTING LIGHT POLE
- EXISTING DRAINAGE INLET
- EXISTING TREES
- OHUL — EXISTING OVERHEAD UTILITY LINE
- EXISTING CONCRETE

SITE DATA:

LAND USE:	= COMM COMMERCIAL		
ZONING:	= CG COMMERCIAL GENERAL		
BUILDING SETBACKS:	= 50' FRONT, 30' REAR, 15' SIDE, 25'SIDE CORNER		
BUILDING HEIGHT:	= 45' MAX.		
TOTAL SITE AREA	= 571,312 S.F.	13.12 AC.	
PARENT TRACT (LOT 1)	= 502,874 S.F.	11.54 A.C.	100%
IMPERVIOUS AREA	= 452,556 S.F.	10.39 A.C.	90%
- TOTAL BUILDINGS (SEE NOTE 1.)	= 126,529 S.F.	2.91 A.C.	25%
- BUILDING 1	= 126,529 S.F.	2.91 A.C.	
- BUILDING 2			
- BUILDING 3 (SEE NOTE 2.)			
- PVMT/CONC AREA	= 320,939 S.F.	7.36 A.C.	64%
- LATERAL CANAL No. 9	= 5,088 S.F.	0.11 A.C.	1%
PERVIOUS AREA	= 50,318 S.F.	1.15 A.C.	10%
- OPEN AREA	= 50,318 S.F.	1.15 A.C.	10%
OUTPARCEL (LOT 2)	= 33,038 S.F.	0.76 A.C.	100%
IMPERVIOUS	= 28,776 S.F.	0.66 A.C.	87%
- BUILDING AREA	= 3,753 S.F.	0.09 A.C.	12%
- PVMT/CONC AREA	= 25,023 S.F.	0.57 A.C.	75%
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Phone: 561-222-9284/Fax: 561-348-9491

Site Plan
GREENWOOD SHOPPING CENTER
Village of Palm Springs, Florida

NORTH

Scale: 1" = 50'-0"

Designed: JGH
Drawn: JGH
Approved: N/A
Date: 05.25.16
Job no. XX-XXX
Revisions: 06.14.16
06.30.16
09.22.16
09.27.16

Sheet No.
SP-1
JOB NO. xx-xxx

JUSTIFICATION STATEMENT

According to Palm Beach County Property Appraiser records, The Greenwood Shopping Center was initially constructed in 1982. The latest approved site plan which was reviewed pursuant to a Special Exception request to allow a 2,856 sq. ft., 150-seat restaurant was approved on July 28, 2016 (PSSE 16-05). Other recent approvals include a Special Exception request to allow a child day care center which was approved in 2014 (PSSE 14-04). A concurrent variance was granted to eliminate the outdoor play area for the day care (PSV 14-12).

Administrative variances are also noted on the plan which provided relief from the requirement for internal landscape islands (201200432), the elimination of the eastern perimeter buffer (201200431) and a reduction in the buffer width for the northern and southern perimeter buffers (201200431).

The owners of the shopping center are requesting Special Exception and Minor Site Plan approval to allow a quality, sit-down restaurant to occupy 3,400 sq. ft. sq. ft. of space within the center pursuant to Section 34-824. The proposed location of the restaurant within the center was previously occupied by a Friendly's restaurant. The request is required because the former\restaurant vacated the premises more than 6 months ago. The proposed space is located at the northwest corner of the plaza, facing South Congress Avenue.

Restaurant seating of 153 is being proposed and the floor plan/submitted with this request depicts the interior seating layout.. The restaurant is proposing to serve alcoholic beverages and will close each evening by 11:00 pm in accordance with Village requirements (Sec 14-61).

The Greenwood Shopping Center has a wide variety of tenant uses which is common to large shopping center and planned commercial developments. The existing site plan indicates a total of 629 parking spaces which serve the various retail, office and other commercial uses in the center.

Revised: October 24, 2016

OCT 25 2016

EQUITY ONE

1550 NE Miami Gardens Drive | Suite 200
North Miami Beach, FL 33179
305.672.1234
www.equityone.com

November 7, 2016

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

Dear Ms. Glas-Castro,

Equity One, as Landlord and Owner of Greenwood Shopping Center in Palm Springs, Florida, requests to substitute the prior restaurant approval at 1710 South Congress Avenue, Palm Springs, Florida 33461 with 1756 South Congress Avenue, Palm Springs, Florida 33461.

Thank you,

JOHN G. THIRKELL
Director of Leasing

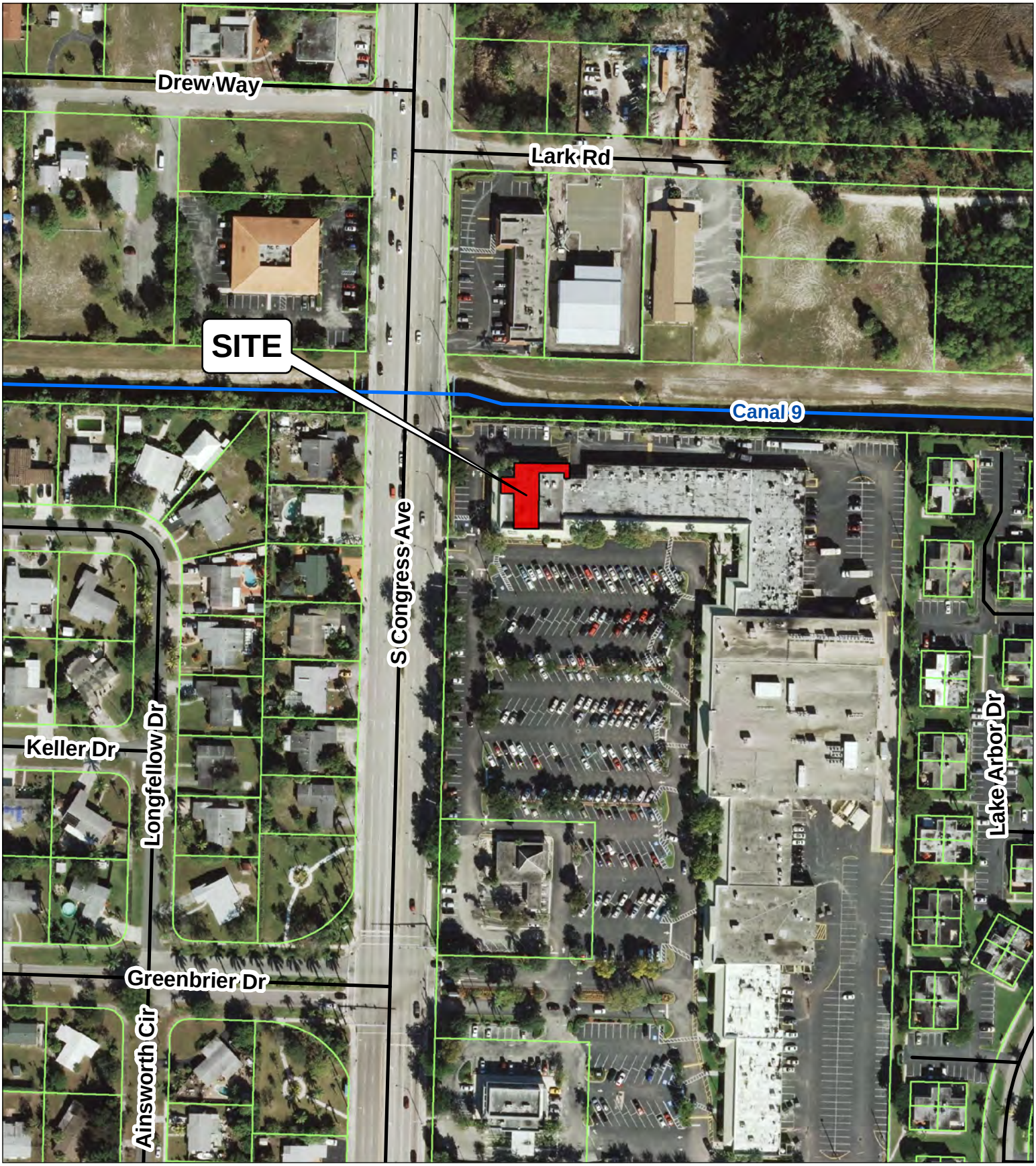
EQUITY ONE
1550 NE Miami Gardens Drive, Suite 200
North Miami Beach, FL 33179
jthirkell@equityone.com
O| 786.528.1454
M| 814.659.7052

SPACE AVAI
1756

FIRE LANE

VILLAGE OF PALM SPRINGS

Amigos Restaurant



Amigos Restaurant

0 100 200 400 Feet

DATE: 10/18/2016

N W E S

VILLAGE OF PALM SPRINGS

Amigos Restaurant

Amigos Restaurant

Village Limits

0 100 200 400 Feet

DATE: 10/18/2016

N W E S

Village of Palm Springs

Executive Brief

AGENDA DATE: December 8, 2016

DEPARTMENT: Land Development

ITEM #20: Resolution No. 2016-77 - Preliminary Plat - Prairie Lane Subdivision -1898 Prairie Road

SUMMARY: Dream Builders Construction, Inc, property owner, has filed a preliminary plat to subdivide a single lot, located at 1898 Prairie Road, into two (2) separate lots. While the RS district typically requires lots to have a minimum lot depth of 100 feet, the Land Development Board granted a variance (Order 2016-100) to facilitate a "lot split" resulting in two buildable single-family lots with a lot depth of 90.14 feet.

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

The Land Development Board considered the preliminary plat during their November 15, 2016 meeting and recommended approval.

If approved, a final plat will be presented to the Village Council for consideration. The recording of the final plat is required prior to issuance of a Certificate of Occupancy for the two (2) single family homes.

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

ATTACHMENTS:

1. Resolution No. 2016-77 - Preliminary Plat - 1898 Prairie Road
2. Preliminary Plat
3. Village Surveyor's Review Letter - Engenuity Group
4. Approved Variance Order 2016-100
5. Arial and Location Maps

RESOLUTION NO. 2016-77

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING) A PRELIMINARY PLAT FOR PRAIRIE LANE SUBDIVISION. THE APPLICATION SUBMITTED BY PLACE PLANNING & DESIGN, INC., AGENT FOR THE OWNER, DREAM BUILDERS CONSTRUCTION, INC., TO ALLOW FOR THE SUBDIVISION OF A RESIDENTIAL LOT LOCATED AT 1898 PRAIRIE ROAD INTO TWO LOTS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application for a Preliminary Plat has been submitted by Place Planning & Design, Inc., agent for the owner, Dream Builders Construction, Inc., ("Applicant") to allow for the subdivision of a residential lot located at 1898 Prairie Road into two lots; 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 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 Place Planning & Design, Inc., agent for the owner Dream Builders Construction, Inc., for a Preliminary Plat subdividing a residential lot located at 1898 Prairie Road into two residential lots; and the same having been heard by the Land Development Board on November 15, 2016; and having been otherwise fully apprised of the premises herein, the Village Council hereby approves the preliminary plat, which is incorporated herein by reference.

a. Notwithstanding any exceptions, conditions or other approvals or denials 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:

	Aye	Nay	Absent
BEV SMITH, MAYOR	☐	☐	☐
JONI BRINKMAN, VICE MAYOR	☐	☐	☐
PATTI WALLER, MAYOR PRO TEM	☐	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	☐
LIZ SHIELDS, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of DECEMBER, 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

PRAIRIE LANE

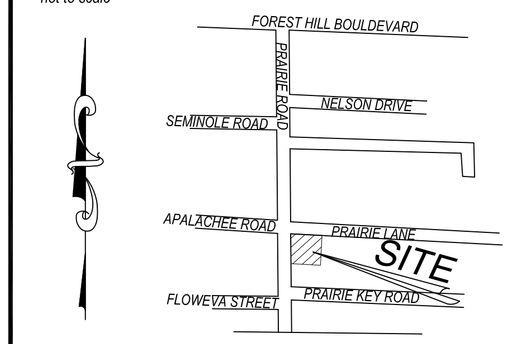
BEING A PORTION OF THE SOUTHEAST ONE QUARTER OF THE
SOUTHWEST ONE QUARTER OF SECTION 8, TOWNSHIP 44 SOUTH, RANGE 43 EAST,
PALM BEACH COUNTY, FLORIDA.

AUGUST 2016

LYING IN THE VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA
(ZONING PROJECT NUMBER: 6001.04.12)

SHEET 1 OF 2

VICINITY SKETCH
not to scale



STATE OF FLORIDA
COUNTY OF PALM BEACH
THIS PLAT HAS BEEN FILED FOR
RECORD AT _____
THIS _____ DAY OF
_____ , 201__
AND DULY RECORDED IN PLAT
BOOK _____
ON PAGE _____
SHARON R. BOCK
CLERK & COMPTROLLER
PALM BEACH COUNTY

BY: _____

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT DREAM BUILDERS CONSTRUCTION, INC., A FLORIDA CORPORATION, OWNER OF THE LANDS SHOWN HEREON AS "PRAIRIE LANE", BEING A PORTION OF THE SOUTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 8, TOWNSHIP 44 SOUTH, RANGE 43 EAST, OF PALM BEACH COUNTY, FLORIDA. SAID LANDS SITUATE IN THE VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 100 FEET OF THE WEST 240 FEET OF THE NORTH 800 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, LESS THE WEST 25 FEET AND THE NORTH 10 FEET THEREOF. (ALSO KNOWN AS PART OF LOT 11, PALM ACRES TRACT NO. 4 UNRECORDED).
AND BEING FURTHER DESCRIBED AS:
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, THENCE ALONG THE SOUTH OF SAID SECTION PROCEED S87°36'42"E A DISTANCE OF 1325.80 FEET; THENCE PROCEED N01°18'23"W A DISTANCE OF 553.59 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 800 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8, AND THE POINT OF BEGINNING; THENCE CONTINUE N01°18'23"W ALONG THE EAST LINE OF PRAIRIE ROAD, A DISTANCE OF 90.14 FEET TO THE SOUTH LINE OF PRAIRIE LANE, BEING A 20 FEET WIDE RIGHT-OF-WAY; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE S88°01'23"E A DISTANCE OF 215.40 FEET TO A POINT ON THE EAST LINE OF THE WEST 240 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE S01°18'23"E A DISTANCE OF 90.14 FEET TO THE SOUTH LINE OF THE NORTH 800 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE PROCEED N88°01'23"W ALONG SAID LINE A DISTANCE OF 215.40 FEET TO THE SAID EAST RIGHT-OF-WAY LINE OF PRAIRIE ROAD, AND THE POINT OF BEGINNING.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE AS FOLLOWS:

IN WITNESS WHEREOF, THE ABOVE NAMED CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT, AND ITS CORPORATE SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS, THIS _____ DAY OF _____, 20_____.

DREAM BUILDERS CONSTRUCTION, INC.
A FLORIDA CORPORATION

WITNESS: _____ BY: _____
JOSE H. NIETO, PRESIDENT

PRINT NAME: _____

WITNESS: _____

PRINT NAME: _____

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME PERSONALLY APPEARED JOSE H. NIETO, WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED _____ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT OF DREAM BUILDERS CONSTRUCTION, INC. A FLORIDA CORPORATION, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SAID INSTRUMENT AS SUCH OFFICER OF SAID FLORIDA CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE COMPANY SEAL (IF AVAILABLE) OF SAID COMPANY AND IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR COMPANY AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 20___.

_____ _____
MY COMMISSION NO.: SIGNATURE OF NOTARY PUBLIC

_____ _____
MY COMMISSION EXPIRES: PRINTED NAME OF NOTARY PUBLIC

TITLE CERTIFICATION

WE, LAW OFFICE OF _____, A TITLE INSURANCE COMPANY, AS DULY LICENSED IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT WE FIND THE TITLE TO THE PROPERTY IS VESTED IN _____; THAT THE CURRENT TAXES HAVE BEEN PAID; THAT ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOR OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON; AND THAT THERE ARE ENCUMBRANCES OF RECORD, BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED THIS _____ DAY OF _____ 20___. BY:_____
(NAME AND TITLE)

SURVEYOR AND MAPPER CERTIFICATE

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE PERMANENT REFERENCE MONUMENTS (P.R.M.'S) AND MONUMENTS ACCORDING TO SECTION 177.091 (9), FLORIDA STATUTES,HAVE BEEN PLACED AS REQUIRED BY LAW; AND, FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF THE VILLAGE OF PALM SPRINGS, FLORIDA.

DATED THIS _____ DAY OF _____ 20___. _____
GINO FURLANO, PSM
FLORIDA CERTIFICATE NO. LS 5044

APPROVAL- VILLAGE OF PALM SPRINGS

STATE OF FLORIDA
COUNTY OF PALM BEACH

THIS PLAT IS HEREBY APPROVED FOR RECORD BY THE VILLAGE OF PALM SPRINGS, FLORIDA, THIS _____ DAY OF _____, 20____.

BY:_____ ATTEST BY: _____
BEV SMITH, MAYOR SUSAN CALJEAN, VILLAGE CLERK

REVIEWING SURVEYOR

THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY IN ACCORDANCE WITH CHAPTER 177.081 OF THE FLORIDA STATUTES AND THE ORDINANCES OF THE VILLAGE OF PALM SPRINGS, FLORIDA. THIS REVIEW DOES NOT INCLUDE VERIFICATION OF GEOMETRIC DATA OR FIELD VERIFICATION OF THE PERMANENT CONTROL POINTS (P.C.P.'S) AND MONUMENTS AT LOT CORNERS.

DATED THIS _____ DAY OF _____ 20___. _____
KEVIN M BECK, PSM
ENGENUITY GROUP, INC.
FLORIDA CERTIFICATE NO. LS6168

SURVEYOR'S NOTES:

* NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN, AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY."

* RESTRICTION ON OBSTRUCTION OF EASEMENTS:
NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON ANY EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE VILLAGE APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENT.

* IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORTY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES BEING DETERMINED BY USE RIGHTS GRANTED.

* TABULAR AREA:
TOTAL = 19385.27 SQ. FT. OR 0.445 ACRES

* THE NORTH LINE OF PRAIRIE KEY, PLAT BOOK 100, PAGE 165, PALM BEACH COUNTY PUBLIC RECORDS BEARS N88°01'23"W, AND ALL BEARINGS SHOWN ARE RELATIVE THERETO AS A BASIS OF BEARINGS FOR THIS PLAT.

* DISTANCES ARE IN U.S. SURVEY FOOT 1' x 3.2808333= 1 METER

* PREPARING SURVEYOR & MAPPER STATEMENT:
THIS INSTRUMENT WAS PREPARED BY GINO FURLANO,
P.S.M. # 5044, STATE OF FLORIDA,
IN AND FOR THE OFFICES OF PM SURVEYING, AT
4546 CAMBRIDGE STREET, WEST PALM BEACH, FLORIDA, 33415.
CERTIFICATE OF AUTHORIZATION LB #6788

* ABBREVIATIONS:
PSM = FLORIDA LICENSED SURVEYOR & MAPPER
LB = LICENSED BUSINESS
PB = PLAT BOOK
ORB = OFFICIAL RECORD BOOK
PG = PAGE
SQ. FT. = SQUARE FEET
PRM = PERMANENT REFERENCE MONUMENT
LS= LICENSED SURVEYOR
ID= IDENTIFICATION

CORPORATION SEAL

REVIEWING SURVEYORS SEAL

VILLAGE OF PALM SPRINGS SEAL

SURVEYOR'S SEAL

PM SURVEYING
LB # 6788
4546 CAMBRIDGE STREET
WEST PALM BEACH, FL. 33415
(561) 478-7764 FAX 478-1094
VISIT US AT PMSURVEYING.NET

JOB # 16050420

PRAIRIE LANE

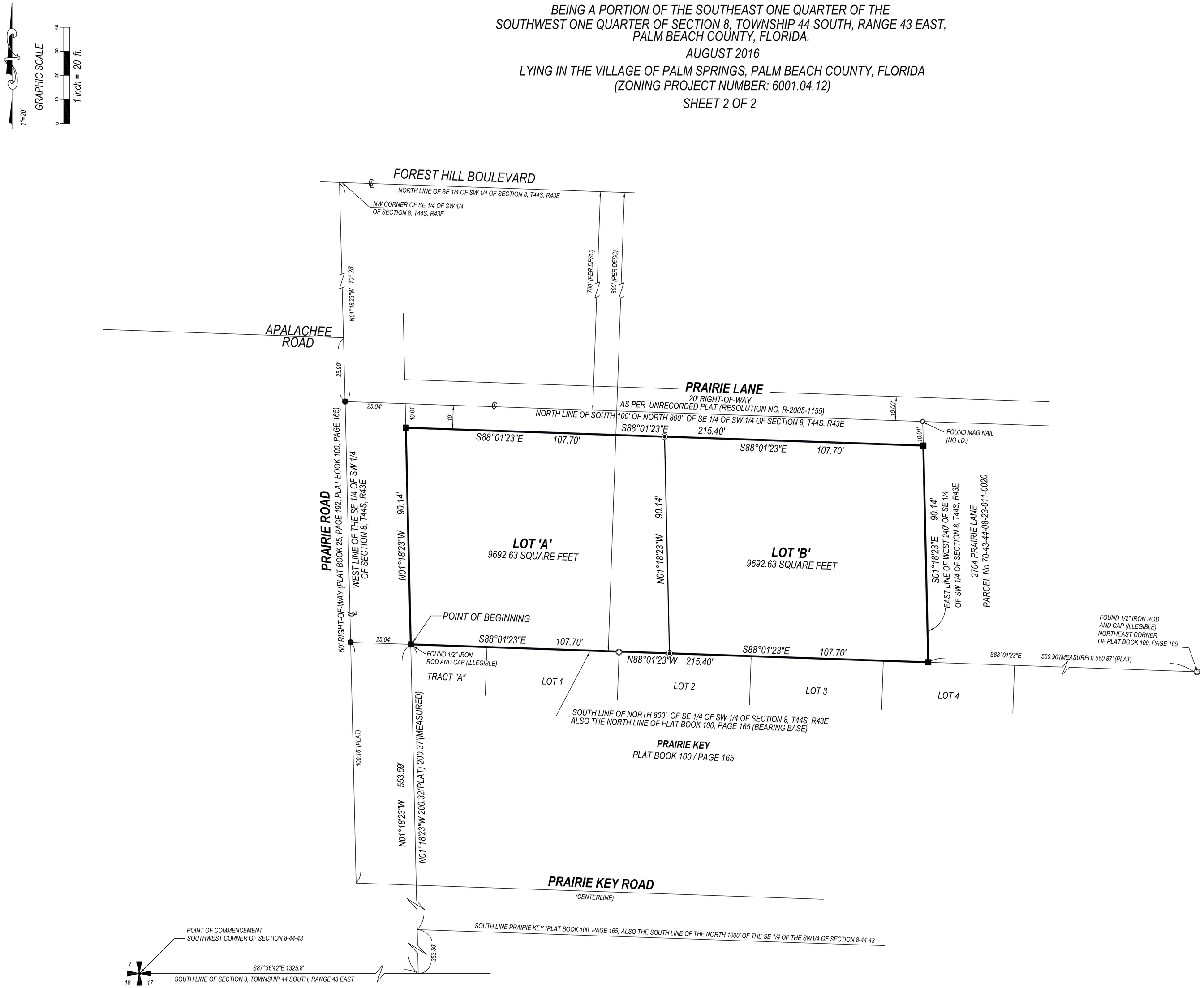
BEING A PORTION OF THE SOUTHEAST ONE QUARTER OF THE
SOUTHWEST ONE QUARTER OF SECTION 8, TOWNSHIP 44 SOUTH, RANGE 43 EAST,
PALM BEACH COUNTY, FLORIDA.

AUGUST 2016

LYING IN THE VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA
(ZONING PROJECT NUMBER: 6001.04.12)

SHEET 2 OF 2

STATE OF FLORIDA
COUNTY OF PALM BEACH
THIS PLAT HAS BEEN FILED FOR
RECORD AT _____
THIS _____ DAY OF
_____ , 201__
AND DULY RECORDED IN PLAT
BOOK _____
ON PAGE _____
SHARON R. BOCK,
CLERK & COMPTROLLER
PALM BEACH COUNTY
BY: _____



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SQ. FT. = SQUARE FEET
PRM = PERMANENT REFERENCE MONUMENT
LS= LICENSED SURVEYOR
ID= IDENTIFICATION

LEGEND

- SET 4"x 4" CONCRETE MONUMENT AND BRASS DISK "LB 6788"
- SET 1/2" IRON ROD AND CAP "LB 6788"
- SET 'MAG' NAIL AND DISK "LB 6788"
- FOUND 4"x 4" CONCRETE MONUMENT (PERMANANT REFERENCE MONUMENT)
- FOUND NAIL AND DISK/ FOUND IRON ROD

PM SURVEYING
LB # 6788
4546 CAMBRIDGE STREET
WEST PALM BEACH, FL. 33415
(561) 478-7764 FAX 478-1094
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JOB # 16050420

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

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

October 26, 2016

Ms. Kim Glas-Castro, Land Development Director
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
(Via E-Mail: kglas-castro@vpsfl.org)

RE: Plat of Prairie Ln
Fourth Plat Review
Engenuity Group Project No. 6001.04.12

Dear Ms. Glas-Castro:

This is the fourth review of this Plat. This review is done for compliance with Chapter 177, Florida Statutes and the Village of Palm Spring's requirements. All of our previous comments have been adequately addressed. The Plat is now in compliance with Chapter 177, Florida Statutes. We can therefore recommend that the Village of Palm Springs approve the Plat.

Please do not hesitate to contact our office if you need any further assistance.

Very truly yours,

Kevin M. Beck, P.S.M.
Director of Surveying

cc: Iramis Cabrera via e-mail

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

Village of Palm Springs
"a great place to call home"

226 Cypress Lane • Palm Springs, Florida 33461-1699
561.965.4010 • Fax 561.965.0899

November 23, 2016

Dream Builders Construction, Inc.
1898 Prairie Road
Palm Springs, FL 33461

RE: Variance (PSV16-04) from Section 34-766(5)

To Whom It May Concern:

At their Regular Meeting on November 15th, 2016, the Land Development Board approved the application for a variance to allow minimum lot depth of 90.14' in lieu of 100' minimum required lot depth as required by Section 34-766(5).

Enclosed is a copy of the certified signed LDB Order #2016-100.

Should you have any questions, please contact Kim Glas-Castro, Land Development Director, at 965-4016.

Sincerely,

Jane R. Worth

Jane R. Worth, CMC
Deputy Village Clerk

Enclosures

Cc: Kim Glas-Castro, Land Development Director
Glen Torcivia, Village Attorney

VILLAGE OF PALM SPRINGS, FLORIDA
LAND DEVELOPMENT BOARD

LDB Order #2016-100

Dream Builders Construction, Inc.

1898 Prairie Road

Palm Springs, FL 33461
Applicant(s)

PCN: 70-43-44-08-23-011-0010

FINAL ORDER

THIS MATTER having come before the Village of Palm Springs Land Development Board ("The Board") on November 15, 2016. The Board, having considered the evidence presented by the parties; and having been fully apprised of the circumstances, makes the following findings of facts and conclusions of law.

FINDINGS OF FACT

1. The Board has jurisdiction over variance application PSV16-04.

2. The above Applicant(s) are the owners of the property legally described as: **8-44-43, S 100 FT OF N 800 FT OF W 240 FT OF SE 1/4 OF SW 1/4 (LESS N 10 FT PRAIRIE LN & W 25 FT PRAIRIE RD R/WS) A/K/A PT OF LT 11 PALM ACRES TR 4 UNREC**
PCN: 70-43-44-08-23-011-0010

3. The Applicant has submitted an application for a variance to allow minimum lot depth of 90.14' in lieu of 100' minimum required lot depth as required by section 34-766(5) of the Land Development Code.

4. The Village's Land Development Code Section 34-602(f)(2) requires the Board to determine that the variance meets the following requirements:

> 1. Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same land development district.
> 2. The special conditions and circumstances do not result from the actions of the applicant.
> 3. Granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings or structures in the same land development district.
> 4. Literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same land development district under the terms of this chapter and would work unnecessary and undue hardship on the applicant.
> 5. The variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.
> 6. The grant of the variance will be in harmony with the general intent and purpose of this chapter.
> 7. Such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

5. The Board has determined that Variance PSV16-04 meets the requirements of Section 34-602(f)(2) of the Land Development Code.

6. The Variance is hereby **GRANTED/~~Denied~~ with/~~without~~** the following conditions: **NONE**

DONE AND ORDERED in Palm Springs, Florida this **15th** day of **November**, 2016.

ATTEST:

Jane Worth, Deputy Village Clerk

VILLAGE OF PALM SPRINGS SEAL 1957 FLORIDA

Johnnie Tieche, Vice Chair
Land Development Board

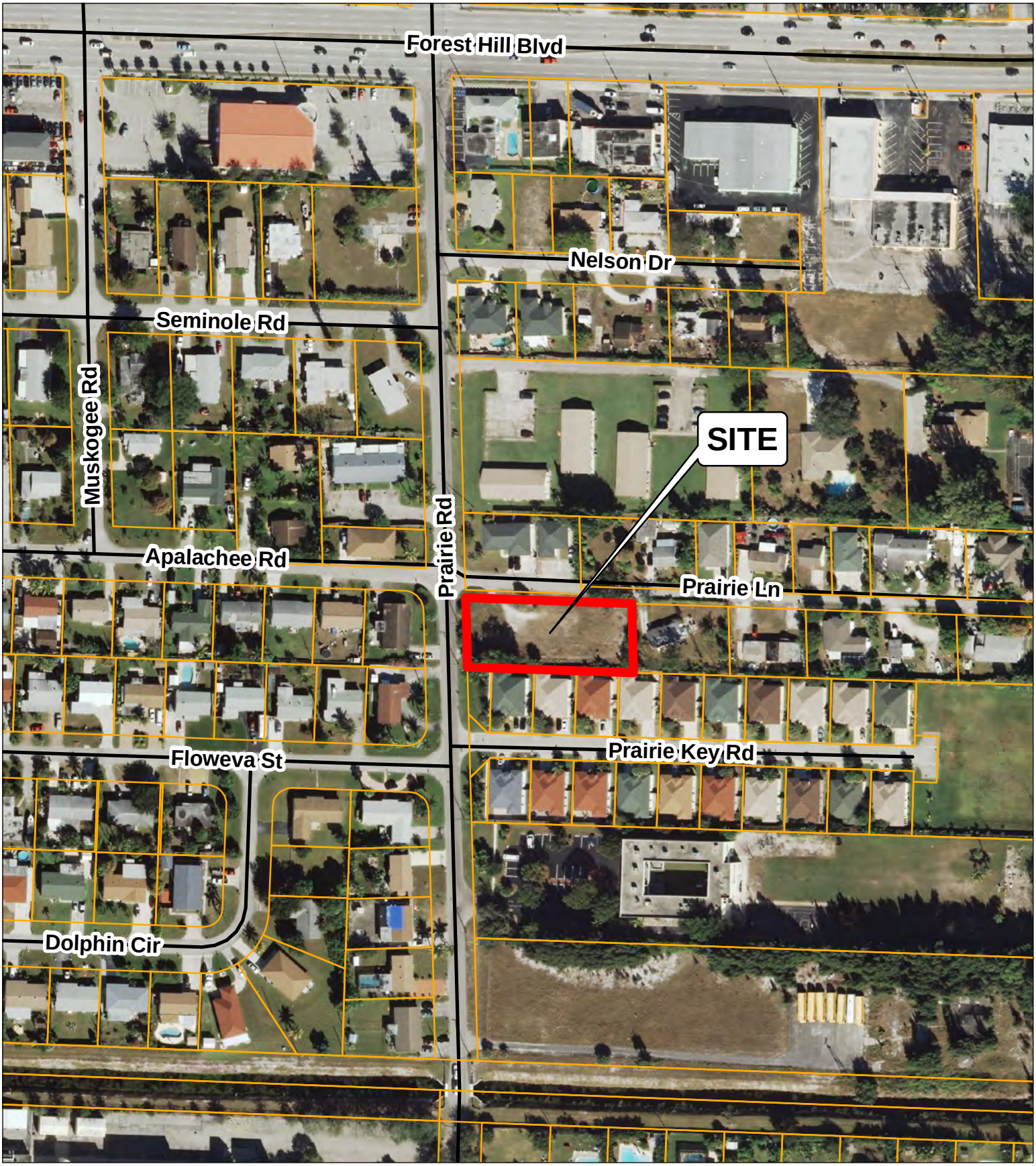
Copies furnished to: Dream Builders Construction, Inc., 700 U.S. 1, Suite C, North Palm Beach, FL 33408

Kim Glas-Castro, Land Development Director, 226 Cypress Lane, Palm Springs, FL 33461

Glen J. Torcivia, Village Attorney, Northpoint Corporate Center, 701 Northpoint Parkway, Suite 209, West Palm Beach, FL 33407

VILLAGE OF PALM SPRINGS

Prairie Lane Subdivision Plat



Property to be Subdivided

0 75 150 300 Feet

DATE: 10/24/2016

N W E S

VILLAGE OF PALM SPRINGS

Prairie Lane Subdivision Plat

Property to be Subdivided

Village Limits

0 75 150 300 Feet

DATE: 10/24/2016

N W E S

Village of Palm Springs

Executive Brief

AGENDA DATE: December 8, 2016

DEPARTMENT: Land Development

ITEM #21: Resolution 2016-78 - Site Plan (SPR16-04), Special Exception (PSSE16-05), and Variances (PSV16-07, PSV16-08, PSV16-09) - McDonald's - Forest Hill Center - Forest Hill Boulevard

SUMMARY: Mr. Jeffrey Satfiled, agent for the applicant, McDonald's, is requesting site plan and special exception approval for a new 3,905 square foot fast food restaurant with two (2) drive-thru lanes and 58 seats, which is located on an outparcel within the Forest Hill Center (formerly occupied by a jewelry store). The proposed improvements extend beyond the platted outparcel boundary and require replatting of the two (2) outparcels fronting Forest Hill Boulevard.

Additionally, the applicant is seeking three (3) variances:

1. (PSV16-08) Relief from Section 34-891 - Allow a 24-hour operation(Relief from Section 34-891)

2. (PSV16-07) - Permit two (2) menu boards at the drive-thru lanes in lieu of the one (1) permitted menu board and 33 square feet in sign face area on each of the two menu boards in lieu of the maximum 25 square feet of sign face area for menu boards (Relief from Section 34-274)

3. (PSV16-09) - Permit wall signs on all four (4) building sides where code only permits signage on building elevations fronting a public street (Relief from Section 34-328)

The Land Development Board during their meeting on November 15, 2016 approved two (2) additional variances for the proposed McDonald's restaurant (Order 2016-101) granting relief to allow a 5' right-of-way landscape buffer in lieu of the required 15' buffer and to allow an irregular buffer screening the dumpsters. Additionally, the Board considered the proposed special exception uses (restaurant with drive-thru lanes) and site plan and recommended approval.

Staff has expressed concerns about traffic conflicts at the shopping center's Forest Hill Boulevard driveway as a result of the increased traffic associated with the McDonald's. This driveway currently aligns with a full median opening on the State arterial, forming an un-signaled intersection with Alice Avenue. The applicant has agreed to modify the plaza's driveway to provide a right-out only configuration to eliminate left turns out of the plaza and help remedy staff concerns. The driveway modification also provides a wider, landscaped median to provide an enhanced entry feature into the plaza.

FISCAL IMPACT:
The proposed project should enhance the Village's assessed value of the property.

ATTACHMENTS:

1. Resolution No. 2016-78 -Site Plan, Special Exception and Variances
2. Staff Report
3. Applicant's Justification Statement(s)
4. Approval/Review Letters and Parking Study
5. Site/Landscape Plans and Driveway Modifications
6. Rendering
7. Aerial and Location Maps

RESOLUTION NO. 2016-78

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING), WITH CONDITIONS, FOR SITE PLAN (SPR16-04) SUBMITTED BY CPH, AGENTS FOR MCDONALDS ("APPLICANT") AND CONCURRENTLY REQUESTING A SPECIAL EXCEPTION USE (PSSE16-05) FOR CONSTRUCTION OF A 3,905 SQUARE FOOT FAST FOOD RESTAURANT WITH TWO DRIVE-THRU LANES AND REQUESTING THREE (3) VARIANCES (PSV16-07, PSV16-08, PSV16-09) FOR RELIEF FOR SIGNAGE AND HOURS OF OPERATION FOR THE PROPERTY LOCATED AT 3015 FOREST HILL BOULEVARD, AT FOUR FLORIDA SHOPPING CENTER (FOREST HILL CENTER); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on November 15, 2016, the Land Development Board reviewed and considered the request of CPH, agents for McDonalds ("Applicant"), for approval of Site Plan (SPR16-04) and a Special Exception Use (PSSE16-05) for construction of a 3,905 square foot fast food restaurant with two drive-thru lanes and requesting three (3) variances (PSV16-07, PSV16-08, PSV16-09) for relief for signage and hours of operation for the property located at 3015 Forest Hill Boulevard, at Four Florida Shopping Center (Forest Hill Center); and

WHEREAS, the recommendation of the Land Development Board to approve this application, subject to staff report conditions, has been forwarded to the Village Council for final consideration; and

WHEREAS, the Village Council has heard this matter in public session; has considered the presentation and other evidence presented by the Applicant; has received and considered the recommendations of the Village Staff and Land Development Board; and has otherwise been fully informed regarding this matter.

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

Section 1. The Village Council having received and considered the request of CPH, agents for McDonalds ("Applicant"), for approval of Site Plan (SPR16-04) and a Special Exception Use (PSSE16-05) for construction of a 3,905 square foot fast food restaurant with two drive-thru lanes and requesting three (3) variances (PSV16-07, PSV16-08, PSV16-09) for relief for signage and hours of operation for the property located at 3015 Forest Hill Boulevard, at Four Florida Shopping Center (Forest Hill Center); and having been otherwise fully apprised of the premises herein, the Village Council hereby (approves/denies) the said application, with the staff report conditions attached hereto as **Exhibit "A"**, and which is 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:

	Aye	Nay	Absent
BEV SMITH, MAYOR	☐	☐	☐
JONI BRINKMAN, VICE MAYOR	☐	☐	☐
PATTI WALLER, MAYOR PRO TEM	☐	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	☐
LIZ SHIELDS, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of DECEMBER 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

LAND DEVELOPMENT STAFF REPORT

SUBJECT: Special Exception Uses and Site Plan application – McDonald's @ Forest Hill Center.

Application Summary			
Applicant	McDonald's USA, LLC	**Submittal Date**	12/21/2015
Reference Name	McDonald's Forest Hill	**Case Number**	**SPR16-04/ PSSE-16-05**
		Parcel Control No	70-43-44-07-36-005-0000
Location	3015 Forest Hill Boulevard	**Site Area**	±0.99 acres
LDB Meeting	November 15, 2016	**Council Meeting**	December 8, 2016

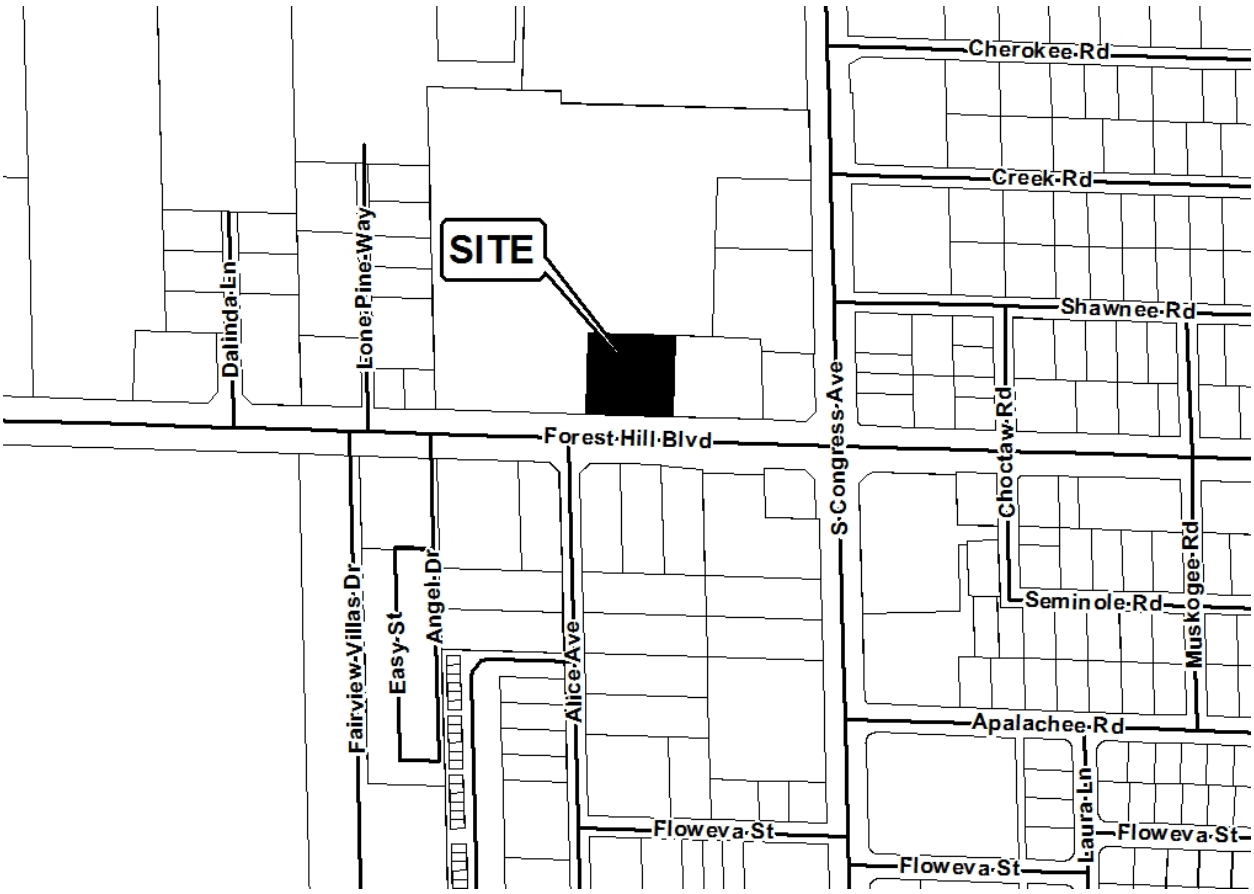
Requests	
Proposed Use(s)	Special Exception Use to allow 3,905 fast food restaurant with two drives- thru lanes.
Number of Buildings	1 building (3,905 s.f.)
Variances	**LAND DEVELOPMENT BOARD CONSIDERATIONS:** **PSV16-05** Requesting a Variance relief from Section 34-162 to allow 5 feet landscape buffer adjacent to Forest Hill. **PSV16-06** Requesting a Variance relief from Section 34-162 to allow an irregular buffer around the dumpster with a minimum width of 2 feet. **COUNCIL CONSIDERATIONS:** **PSV16-07** Requesting a Variance relief from Section 34-274 to allow 33 square feet in sign face area, on each menu board signs. **PSV16-08** Requesting a Variance relief from Section 34-891 to operate 24 hours a day, seven days a week. **PSV16-09** Requesting a Variance relief from Section 34-328 to allow building wall signage on the building faces facing East, West and North which face surrounding shopping center.

Parking			
Code	**Required**	**Provided**	**Meets Requirement**
Total Parking	78	36 (on leased area) 717 (sharing parking within shopping center) Note: overall parking has been reduced based on parking generation analysis dated 8/23/2016 prepared by CPH.	Yes (based on sharing parking within entire center)
Parking (Bicycle)	Rack to hold 4 bikes	1 rack to hold up to 4 bikes	Yes

Setbacks			
Code	**Required Minimum**	**Proposed**	**Meets Requirement**
Front yard (South side)	50'	71.54'	Yes
Rear yard (North side)	20'	82.17'	Yes
Side yard (East side)	15'	61.31'	Yes
Side yard (West side)	15'	66.06'	Yes

Site Characteristics			
Existing Use	Commercial retail/ office building vacant to be demolished	**Proposed Use**	New fast food restaurant
Zoning	Commercial General (CG)	**Existing Future Land Use**	Commercial

Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	**Existing Use**	**Future Land Use**	**Zoning District**
North	Oxygen cosmetics manufacturing	Light Industrial	Commercial General (CG)
South	WAWA gas station under construction; Congress Auto parts and daycare facility	Commercial	Commercial General (CG)
East	7 Eleven gas station & Commercial office businesses	Commercial	Commercial General (CG)
West	Auto repair facility and residential homes	Commercial & Medium Density Residential	Commercial General (CG) & Residential Multiple-Family
Recommendation			
Land Development Staff recommends conditional approval of the new fast food restaurant, as depicted on the proposed site plan, based on consistency with the Village Comprehensive Plan and compatibility with surrounding uses.			



I Site History

- Ordinance 2004-13: Annexation
  The property was voluntarily annexed into the Village of Palm Springs in May, 2004, and designated with the Land Development as Commercial General zoning districts and future land use Commercial. At the time of the annexation there was an agreement (Resolution 2004-26) to allow shared access and parking between the property and the main shopping center.
- Resolution 2007-81: Site Plan and Special Exception
  On December, 2007 the Village Council approved the Special Exception Use and concurrently a Site Plan to allow 3,000 square foot cultural organization to be located at 3101 Forest Hill Boulevard, one of the tenant bays of the shopping center.
- Resolution 2009-27: Special Exception and Site Plan
  On April, 2009 the Village Council adopted above Resolution for a 10 foot extension to an existing 117 foot cellular tower to accommodate the co-location of an additional antenna and additional ground equipment shelter.
- Resolution 2009-32: Final Plat
  On April, 2009 the Village Council approved the final plat to subdivide the existing shopping center parcel into 5 tracts, plus a Water Management Tract.
- Resolution 2009-72: Special Exception
  On September, 2009 the Village Council approved a Special Exception Use to allow a place of worship at 3111 Forest Hill Boulevard within a tenant bay of the Commercial Shopping Center.

II Comprehensive Plan Consistency

- The subject property's Zoning and Future Land Use designation are Commercial and Commercial General (CG), respectively. The proposed special exception use of a fast food restaurant is consistent with goals, objectives and policies of the Village's Comprehensive Plan.

III Variances Requested

- The applicant is requesting a Variance **(PSV16-05)** from the Village Regulation Section 34-162 to allow 5 feet landscape buffer adjacent to Forest Hill. **Approved by the Land Development Board at their regular meeting on 11/15/2016; under Land Development Order 2016-101.**

The applicant contends that the proposed McDonald's site is currently a developed retail parcel within the Forest Hill Center. The proposed site is designed to avoid impacts to the existing utility infrastructure, while maintaining the width of the cross access drive aisle along the northern property limits, and to allow adequate vehicular circulation on-site. The request for a 5' wide southern landscape buffer is in line with what other adjacent parcels to the East and West within the shopping center currently providing along Forest Hill. The applicant's full justification is attached hereto.

Staff <u>supports</u> the applicant's request to allow 5 feet landscape buffer along Forest Hill to be in harmony with the Commercial center in consideration of the mitigation (additional landscaping) that is being provided at the entry driveway.

- The applicant is requesting a Variance (**PSV16-06)** from the Village Regulation Section 34-162 to allow an irregular buffer around the dumpster with a minimum width of 2 feet. **Approved by the Land Development Board at their regular meeting on 11/15/2016; under Land Development Order 2016-101.**

The applicant contends that the proposed dumpster location is in the most feasible place on the site that will accommodate refuse truck pick-up and minimize visibility of the enclosures from the public right-of-way. The irregular buffer proposed on the site will allow for hedge in the green area surrounding the enclosure. The applicant's full justification is attached hereto.

Staff supports the applicant's request to allow irregular landscaped buffer around the dumpster due to the existing configuration of the Commercial center.

- The applicant is requesting a Variance (**PSV16-07)** from the Village Regulation Section 34-274 to allow 33 square feet in sign face area, on each menu board signs. **[For Council Consideration]**

The applicant contends that the menu boards are for customer information once they are already on the premise. With the ever expanding menu and options, the size of menu boards have increase to provide customers with easier to read menus. The quicker a customer can read a menu board the quicker they are processed through the drive-thru system eliminating queuing and back-ups on-site. The applicant's full justification is attached hereto.

Staff supports the applicant's request to allow 33 square feet sign face area to permit better service and less delay on the drive-thru lines.

- The applicant is requesting a Variance (**PSV16-08)** from the Village Regulation Section 34-891 to operate 24 hours a day, seven days a week. **[For Council Consideration]**

The applicant contends that the 24-hour operation is typical of a McDonald's restaurant. Typically the dining room is open between the hours of 6 a.m. to 11 p.m. and the drive-thru lanes remain open 24-hours a day. Ideally, deliveries are made during off-peak hours to minimize any potential inconvenience to customers. The applicant's full justification is attached hereto.

Staff notes that noted that other businesses in the area have extended hours of operation:

7-Eleven (at Kirk Road)	24 hours
7-Eleven (Northwest corner of forest Hill & Congress Ave)	24 hours
WAWA (under construction)	24 hours
Cumberland Farms (at Kirk Road)	24 hours

Staff supports the applicant's request to allow 24-hours a day seven days a week to be in harmony with previous requests to the Village to allow for 24-hour operation and found the proposed variance is comparable with surrounding business that have same extended hours of operations.

- The applicant is requesting a Variance (**PSV16-09)** from the Village Regulation Section 34-328 to allow building wall signage on the building faces facing East, West and North which face surrounding shopping center. **[For Council Consideration]**

The applicant contends that the proposed McDonald's site located within the Forest Hill Center and bound to the East, North and West by existing commercial development. Due to the location of existing utility easements and a cross access drive aisle, the building has been rotated so that the primary front of the building where the McDonald's lettering and logo are typically located faces westerly, toward the main shopping center driveway on Forest Hill Boulevard. The applicant's full justification is attached hereto.

Total sign face area is 82.34 s.f. less than what is permissible on the South side of the building.

Elevations	**Requested Sign area (s.f)**	**Sign Allowance (s.f.)**
South	**10.875**	**191.52**
North	**43.715**	**0** (if East elevation faced a public street, it would be eligible for 95.76 s.f.)
East	**10.875**	**0** (if East elevation faced a public street, it would be eligible for 52.44 s.f.)
West	**43.715**	**0** (if East elevation faced a public street, it would be eligible for 52.44 s.f.)

Staff <u>supports</u> the applicant's request to allow wall signage on the East, West and North sides of the building, as the total sign face area is less than the maximum allowance on the south elevation.

III Neighborhood Compatibility

1) The proposed project is located on the North side of Forest Boulevard West of south Congress Avenue, within Flour Florida Shopping Center.
2) The existing center has several different retails, offices and restaurant establishments occupying the suites.
3) Some properties on the West side are residential.
4) A new WAWA gas station is under construction on the Southwest corner of Forest Hill Boulevard and South Congress Avenue.
5) Properties on the North, East and South are Commercial General.

IV Regulatory Issues:

- The site plan conforms to the property development standards of the CG district.
    1) Proposed project plan generally meets required site development regulation.
    2) The Forest Hill driveway shall be modified to be right-out only configuration.

3) The separator median in the driveway needs to be modified to provide FDOT-compliant as well as an enhanced landscaped entry to mitigate for the requested landscape buffer variance.
4) The proposed Site Plan meets the Traffic Performance Standards of Palm Beach County.
5) Permits from all applicable permitting agencies, including Lake Worth Drainage District, South Florida Water Management District, PBC Water Utility Department, PBC Department of Health and Florida Department of Transportation.
6) Traffic Analysis approval letter from the Village Traffic Engineering consultant has been issued.
7) Permit from FDOT is required prior to construction.

- Replat of the outparcels is required.

V Environmental Issues:

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

VI Community Outreach/ Notification

- The subject property was posted on October 26, 2016.
- Public Notification letters were mailed to all property owners within 300 foot radius of subject property on October 24, 2016.
- Legal advertisement was published in the paper on October 27, 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 December 21, 2015 depicts the following:

- Application for Site and Development Plan approval for a new 3,905 fast food restaurant with two drives- thru lanes:
    1. Site Plan, dated December 21, 2015 revised and resubmitted on October 18, 2016.
    2. Landscape plans dated December 21, 2015 revised and resubmitted on October 18, 2016, as revised an submitted on November 21, 2016.
    3. Engineering plans dated December 21, 2015 revised and resubmitted on October 18, 2016.
    4. Architecture plan dated December 21, 2015 revised and resubmitted on September 20, 2016.
    5. Photometric plan dated December 21, 2015 revised and resubmitted on October 18, 2016.
    6. Boundary survey dated October 1, 2016.
    7. Justification statement of proposed use.
    8. Stormwater management report dated December 21, 2015 revised and resubmitted on March 24, 2016.
    9. Color rendering.
    10. Sign package.
    11. Conceptual Driveway Modification.

VIII Recommendation

Land Development Staff has conducted a review of the application and found the proposed Special Exception use to be consistent with goals, objectives and policies of the Village's Comprehensive Plan. The proposed fast food restaurant is generally consistent with the Land Development and zoning regulation and all other portions of the code. The proposed special exception use does not significantly reduce light and air adjacent properties, and would not be deterrent to surrounding properties. The new project does not negatively impact natural systems. With the improvement on the Forest Hill driveway, potential negative impacts on public facilities and the project's compatibility with the character and use of the surrounding properties are mitigated.

Staff is concerned about the existing configuration of the Forest Hill driveway that allows for left turns onto Forest Hill, due to traffic flow experiencing a delay at existing condition, and the potential for vehicular conflicts. Staff is highly recommending the reconfiguration of the driveway to be right-out only to mitigate the existing traffic operations. The reconfigured driveway will allow for a newly landscaped entry feature.

Land Development Staff recommends conditional approval of the Special Exception uses and Site Plan for the new 3,905 square foot of fast food restaurant with two drives- thru subject to the following twenty-six (26) conditions below:

1. Build out date December 31, 2017.
2. The special exception approval for the restaurant use shall be implemented within 18 months of Council approval.
3. Forest Hill driveway modifications for a right-out only configuration, subject to approval by the Village Engineer and FDOT, shall be completed **prior to Certificate of Occupancy**.
4. No bollards are approved as part of this site plan application.
5. An 8.5' x 20' easement shall be dedicated Palm Tran **prior to issuance of building permit**.
6. A Utility/Civil Plan shall be approved by the Village Engineer and Palm Beach County Water Utility Department **at time of permitting**.
7. Mechanical equipment and above-ground infrastructure shall be screened from view.
8. Final Plat shall be approved **prior to issuance of building permit**, and recorded prior to issuance of the Certificate of Occupancy.
9. Copies of the LWDD, FDOT, SFWMD, PBC Water Utility Department and PBC Department of Health permits shall be provided to the Village **at the time of permitting**.
10. 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.
11. 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.
12. Verify utility and easement locations to ensure that there are no conflicts with landscaping, revise at time of permitting, as needed.

13. Landscaped areas shall be irrigated (including but not limited to buffer, islands, planter boxes, etc.). New irrigation systems shall be maintained separately from potable water distribution systems, and shall include rain sensor shut-off mechanisms.
14. A pre-construction meeting shall be scheduled with the Village Land Development Department prior to commencement of any construction activity. Permits are required from the Land Development Department prior to commencing any construction or renovation. The project shall be constructed in accordance with the FBC edition in effect at the time of permitting.
15. All electric shall be underground.
16. A silt barrier shall be installed around the perimeter of the property prior to commencement of any site work or construction activity, and a track pad shall be installed at the construction entrance(s), both of which shall remain through substantial completion.
17. The Landscaping shall be certified by the Landscape Architect upon completion and prior to Certificate of Occupancy.
18. 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.
19. Any sidewalk broken or damaged during construction shall be replaced by the contractor prior to CO.
20. The civil engineer of record shall certify the site construction prior to Certificate of Occupancy.
21. 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.
22. Permits are required from the Land Development Department prior to commencing any construction or renovation.
23. The General Contractor shall be on site during any and all construction activity in accordance with FS 489.1195.
24. The project shall receive approval from all Authorities Having Jurisdiction and submit copies of approvals to the Village of Palm Springs.
25. At the time of CO, the petitioner shall provide the Land Development Department with electronic copies of as-builts.
26. The dumpster provider including the construction dumpster shall be Republic Services who is under franchise Agreement with the Village. No drains to sanitary sewer are permitted in the dumpster pad.

1860 Old Okeechobee Road
Suite 102
West Palm Beach, FL 33409
Phone: 561.459.2096
Fax: 305.274.4807

October 21, 2016

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

RE: McDonald's Forest Hill
Special Exception Request Narrative

The purpose of this narrative is to supplement the Village of Palm Springs Land Development Department Unified Development Application to develop the proposed site as a "Fast Food Restaurant with Drive-Thru." This proposed use within the CG zoning district requires a special exception approval.

Chapter 34, Section 34-608 of the Code of Ordinances, Village of Palm Springs, requires a statement of special reasons or basis for the special exception request. This statement should be predicated on the criteria and factors as set forth in Section 34-608(b) of the Code. The statement must include comments on each of the following individually:

(1) The proposed special exception use is consistent with goals, objectives, and policies of the village's comprehensive plan.
Response: In accordance with Village of Palm Springs 2019 Comprehensive Plan, Chapter I Future Land Use Element, Objective B, the proposed McDonald's Restaurant will serve the needs of residents and will be conveniently located along an arterial roadway. In accordance with Objective E, the proposed development will result in a net decrease in impervious surfaces, which will reduce the quantity of stormwater runoff originating from the site. In accordance with Objective F, acceptable levels of service are maintained along adjacent roadway segments and existing shopping center driveways.

(2) The proposed special exception is consistent with the land development and zoning regulations and all other portions of this Code.
Response: The proposed site complies with the minimum building setbacks, building height, number of parking spaces for vehicles and bicycles, minimum open space and maximum building coverage. A buffer variance is also being sought as part of this project to allow for a reduction of the required 15' buffer to a 5' buffer adjacent to Forest Hill Blvd.

(3) The proposed special exception use is compatible with the character and use (existing and future) of the surrounding properties in its function; hours of operation, type and amount of traffic to be generated; building location, mass, height and setback; and other relevant factors peculiar to the proposed special exception use and the surrounding property.
Response: The special exception use as a Restaurant with Drive-Thru is compatible with the surrounding shopping center which is commercial and fronts on arterial roadways (Forest Hill Blvd. & Congress Ave.). The proposed building location is setback a greater distance from Forest Hill Blvd. and the building height is within requirements for the CG zoning district. A variance for hours of operation is also being sought as part of this project to allow for 24-hour operation and off-peak hour deliveries.

(4) The establishment of the proposed special exception use in the identified location does not create a concentration or proliferation of the same or similar type of special exception use, which may be deemed detrimental to the development or redevelopment of the area in which the special exception use is proposed to be developed.
Response: There are no other fast food restaurants with drive-thru lanes within the shopping center. The closest known McDonald's within the Village of Palm Springs is approximately 2.0 miles south of the subject site on the west side of Congress Ave.

(5) The proposed special exception use does not have a detrimental impact on surrounding properties based on:
a. The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use;
Response: The proposed change of use of the site from a Jewelry Store to a McDonald's Restaurant would result in a net daily increase in vehicle trips totaling 1,078, including internal capture from the shopping center, which in turn would increase exposure to the shopping center. Roadway level of service analysis has indicated acceptable levels of service for the adjacent roadway segments with the addition of this project.

b. The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use; and
Response: The proposed development is not anticipated to cause noise, odor, visual or other nuisances. Garbage will be contained within new dumpster enclosures with regular pick-up by a local refuse company.

c. The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.

Response: The proposed development will increase daily trips from existing conditions, however, an acceptable level of service for the existing shopping center driveways and surrounding roadway segments is maintained.

(6) That the proposed special exception use:

a. Does not significantly reduce light and air to adjacent properties.

Response: The proposed one-story building height of 19'-9 ½" to the parapet top (23'-4" to the top of architectural treatments) complies with the property development regulations for the CG zoning district and would not reduce air or light to adjacent properties.

b. Does not adversely affect property values in adjacent areas.

Response: The proposed development will improve the property and thus would not adversely affect property values in adjacent areas.

c. Would not be deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations.

Response: The proposed development would not deter improvement or development of surrounding properties.

d. Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces.

Response: The proposed development would result in a decrease in impervious area of 1,818 sq. ft. (0.042 acres) and thus increase open space on-site. Impacts to parks or other public facilities is not proposed.

e. Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.

Response: The proposed site development includes pedestrian access to the Forest Hill Blvd. right-of-way and bicycle parking. Trash receptacles will be provided within the restaurant and new dumpster enclosures are provided on-site.

Sincerely,
CPH, Inc.

Justin Polk, P.E., LEED AP
Vice President/Associate

1860 Old Okeechobee Road
Suite 102
West Palm Beach, FL 33409
Phone: 561.459.2096
Fax: 305.274.4807

October 21, 2016

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

RE: McDonald's Forest Hill
Hours of Operation Variance Request Narrative

The purpose of this narrative is to supplement the Village of Palm Springs Land Development Department Unified Development Application to request a variance from Code Section 34-891 which limits the time for commercial use business activities to the hours of 7:00 a.m. to 11:00 p.m. and limits outside delivery to such commercial activities to the hours of 8:00 a.m. to 9:00 p.m.. The request is to allow for 24-hour operation of the site, including deliveries.

Chapter 34, Section 34-603 of the Code of Ordinances, Village of Palm Springs, requires a statement of special reasons or basis for the variance request. This statement should be predicated on the objectives presented in Section 34-603(f)(1) of the Code. The statement must include comments on each of the following individually:

a) That special condition and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same land development district.
Response: 24-hour operation is typical of many quick service restaurants including McDonalds. While overall usage is down overnight, it allows the restaurant the ability to modify its overnight schedule, accommodate routine maintenance, operations and service customers with non-traditional work schedules accustomed to utilizing McDonald's restaurants during later hours. Additionally, 24-hour operations allow for deliveries to be made during off-peak hours to minimize any potential inconvenience to customers.

b) That the special conditions and circumstances do not result from the actions of the applicant.
Response: Not applicable.

c) That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings, or structures in the same land development district.

Response: Variances for 24-hour operation for similar sites/similar uses located along major roadways have been granted by The Village of Palm Springs and therefore would not considered a special privilege for this particular development

d) That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same land development district under the terms of this chapter and would work unnecessary and undue hardship on the applicant.
Response: Variances for 24-hour operation for similar sites/similar uses located along major roadways have been granted by The Village of Palm Springs, therefore the denial of this request would impose an undue competitive hardship.

e) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.
Response: Other quick service restaurants located along major roadways have been granted a variance to allow for 24-hour operation and maintain equal business practices as other similar uses.

f) That the granting of the variance will be in harmony with the general intent and purpose of this chapter.
Response: The granting of this variance will be in harmony with previous requests to the Village to allow for 24-hour operation.

g) That such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.
Response: The proposed McDonalds is located within an existing commercial shopping plaza adjacent to a major roadway network and therefore is buffered by similar uses. Additionally the development includes enhancement to the building elevation, LED lighting and proposed landscape upgrades to ensure minimize any potential impacts to the public during the off-peak hours. Therefore, the granting of this variance will not be detrimental to the public welfare.

Sincerely,
CPH, Inc.

Justin Polk, P.E., LEED AP
Vice President/Associate

1860 Old Okeechobee Road
Suite 102
West Palm Beach, FL 33409
Phone: 561.459.2096
Fax: 305.274.4807

October 21, 2016

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

RE: McDonald's Forest Hill
Building (Wall) Signage Variance Request Narrative

The purpose of this narrative is to supplement the Village of Palm Springs Land Development Department Unified Development Application to request a variance from Code Section 34-328 which limits building only allows for wall signage on building faces fronting public right-of-way. The request is to allow building wall signage on the other three (3) building faces (east, west & north) which face the surrounding shopping center. The building has visibility on all 4 sides due to the unique property location.

Chapter 34, Section 34-603 of the Code of Ordinances, Village of Palm Springs, requires a statement of special reasons or basis for the variance request. This statement should be predicated on the objectives presented in Section 34-603(f)(1) of the Code. The statement must include comments on each of the following individually:

a) That special condition and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same land development district.
Response: The proposed McDonald's site located within the Forest Hill Center and bound to the east, north and west by existing commercial development. Due to the location of existing platted utility easements and a cross access drive aisle, the building has been rotated so that the primary front of the building where the McDonald's lettering and logo are typically located faces westerly, toward the main shopping center driveway on Forest Hill Blvd. The request is to allow the code specified wall signage to the other three (3) building faces that will not face Forest Hill Blvd.

b) That the special conditions and circumstances do not result from the actions of the applicant.
Response: The existing platted utility easements have been in place since the mid-1980's and the existing unplatted cross access drive aisles have been in place since the Forest Hill Center was originally constructed, and thus the building has been rotated so the primary building wall signage faces west.

c) That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings, or structures in the same land development district.

Response: The site, being located in an existing shopping center, is surrounded by driveway areas and cross access accessed by the public on a daily basis. Similar uses within shopping plazas have been granted additional signage on all sides of the building to enhance visibility and customer awareness of the retail uses while on-site within the shopping centers and therefore granting this variance would not be considered a special privilege for this development.

d) That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same land development district under the terms of this chapter and would work unnecessary and undue hardship on the applicant.

Response: The additional wall signage will allow for brand recognition for customers within the shopping center. Limiting the wall signage to the building face fronting Forest Hill Blvd. will limit the exposure of the site. Additionally similar uses within shopping plazas have been granted additional signage on all sides of the building to enhance visibility and customer awareness of the retail uses. Therefore granting this variance will allow the McDonalds to remain competitive with other area restaurants that have been approved for additional building signage.

e) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.

Response: Allowing for wall signage on the east, west & north building faces will allow the site to be recognized from the within the shopping center. The square footage of wall signs requested for the other three (3) building faces not facing Forest Hill Blvd. will be in harmony with the code requirements and the total s.f. of the proposed signage will not exceed the total building signage allowed by code.

f) That the granting of the variance will be in harmony with the general intent and purpose of this chapter.

Response: Since the building faces areas within the shopping plaza accessed by the public on a daily basis intending to utilize the various retail business located within, the granting of the variance will be in harmony with the intent of the code in that the wall signage will only be visible from the public right of way or from internal views within the existing commercial plaza. The square footage of wall signs

requested for the other three (3) building faces not facing Forest Hill Blvd. will be in harmony with the code requirements.

g) That such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.
Response: The granting of this variance will not be detrimental to the public welfare as the additional signage will largely only be visible from within the existing shopping plaza.

Sincerely,
CPH, Inc.

Justin Polk, P.E., LEED AP
Vice President/Associate

1860 Old Okeechobee Road
Suite 102
West Palm Beach, FL 33409
Phone: 561.459.2096
Fax: 305.274.4807

October 21, 2016

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

RE: McDonald's Forest Hill
Menu Board size

The purpose of this narrative is to supplement the Village of Palm Springs Land Development Department Unified Development Application to request a variance from Code Section Sec. 34-274 which limits menu board signage to 25 s.f. and 1 sign. McDonald's is proposing 2 menu boards (one for each ordering lane) which equal approximately 33 s.f. each.

Chapter 34, Section 34-603 of the Code of Ordinances, Village of Palm Springs, requires a statement of special reasons or basis for the variance request. This statement should be predicated on the objectives presented in Section 34-603(f)(1) of the Code. The statement must include comments on each of the following individually:

a) That special condition and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same land development district.
Response: The proposed McDonald's site located within the Forest Hill Center and bound to the east, north and west by existing commercial development. There is no surrounding residential areas that will be impacted. Menu boards are for customer information once they are already on the premise. With the ever expanding menu and options, the size of menu boards have increased to provide customers with easier to read menus. The quicker a customer can read a menu board the quicker they are processed through the drive-thru system eliminating queuing and back-ups on-site. Audio systems have also been adapted so there is virtually no spill over off the property from the speaker system.

b) That the special conditions and circumstances do not result from the actions of the applicant.
Response: The proposed allowance for a larger menu board is only to help the customer see the menu. They are information only for customers who are already on the site. They are not signage that can be viewed off the property

c) That granting the variance requested will not confer on the applicant any special privilege that is denied by this chapter to other lands, buildings, or structures in the same land development district.
Response: Other businesses have been granted the same allowance. The menu boards will not impact the surrounding property and will help eliminate any on-site queuing back-ups.

d) That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same land development district under the terms of this chapter and would work unnecessary and undue hardship on the applicant.
Response: The additional menu board signage will allow for easier viewing of the customer after they have already entered the property. Limiting the menu board area will result in longer customer ordering which would lead to longer queues in the drive-thru facility.

e) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.
Response: With the current menu and anticipated future changes, the proposed menu board areas are what would be needed to allow for ease of customer reading.

f) That the granting of the variance will be in harmony with the general intent and purpose of this chapter.
Response: Menu boards are for customer information only once they have entered the site. These are not something that is visible off-site.

g) That such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.
Response: The granting of this variance will not be detrimental to the public welfare.

Sincerely,
CPH, Inc.

Justin Polk, P.E., LEED AP
Vice President/Associate

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

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

November 9, 2016

To: Iramis Cabrera, Village of Palm Springs Planner

From: Tara Bamber, PE

Re: McDonald's - Forest Hill Blvd
Land Development Review Comments
Engenuity Group Project No. 6001.17

Based on the Village Staff, Traffic Consultant (PTC) and Applicant meeting on 10-19-16, we recommend site plan approval with the folloing conditions:

1. Trip distribution percentages included in Appendix E do not match the percentages used on Tables 2A, 2B, 3A and 3B. Correct the tables to match the trip distribution maps.

2. Provide significance calculation for all links within 1 mile radius.

3. Explain differences in project traffic percentages shown on Tables 2A and 2B as compared to the percentages shown on Tables 3A and 3B.

4. The FDOT letter is outdated. Provide an updated letter.

5. Provide information on site occupancy during the driveway volume data collection. Adjust driveway volumes as necessary.

6. Update the analysis of the intersection of Alice Avenue / Driveway 1 / Forest Hill Boulevard to include the following , at a minimum:
   - Address site occupancy as it relates to the counts.
   - Provide queuing analysis of Forest Hill Boulevard left turn lanes.
   - Include approved Wawa traffic.
   - Use Left + Thru for Median Type with 1 vehicle storage.
   - Provide calculations for Proportion Time Blocked.

Based on the plans received through WeTranfser on 11-2-16 for the above referenced project:

1. Response to Comments Letter dated 10-18-16 by CPH
2. Construction Plans, Sheets C-1 to C-14, L-1, L-2, TR-1, & LP-1 by CPH

We recommend Site Plan approval with the following condition:

1. Provide permits from all applicable permitting agencies, including Lake Worth Drainage District, South Florida Water Management District, PBC Water Utility Department, PBC Department of Health, Florida Department of Transportation, etc.

The applicant needs to always meet Village code and although there may not be a comment in this letter, please make sure you meet code or any other applicable documents or Village requirements.

If you should have any questions, please give me a call at 561-655-1151.

Cc: Kimberly Glas-Castro
Lisa Tropepe, PE
Andrea Troutman, PE

MANAGING WATER RESOURCES FOR 100 YEARS
13081 MILITARY TRAIL
DELRAY BEACH, FLORIDA 33484-1105

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Jeffrey P. Phipps, Sr.
Harry Raucher
John I. Whitworth III
Executive Director
Robert M. Brown
Attorney
Mark A. Perry, P.A.

March 29, 2016

Iramis Cabrera
Land Development
Village of Palm Springs
226 Cypress Lane
Palm Springs, Florida 33461-1699

Re: McDONALD'S – 3015 FOREST HILL BLVD.
West of Congress Avenue; North side of Forest Hill Blvd.
FOREST HILL CENTER, Tract 5
70-43-44-07-36-005-0000
Not Adjacent to LWDD Canal
LWDD Project No. 16-

Dear Ms. Cabrera:

This petition is located south of Lake Worth Drainage District's (LWDD) Lateral No 7 Canal but not adjacent to the same.

This petition will require permit(s) or a modification to an existing permit(s) from LWDD prior to construction. Please contact LWDD's Engineering Department regarding the drainage permit.

LWDD has no objection to the certification of the referenced petition.

Thank you for giving us the opportunity to review and comment on this petition. If you have any questions or concerns please contact me.

Sincerely,

Nicole A. Smith
Right-of-Way Permit Coordinator

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

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County Administrator

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September 30, 2016

Iramis Cabrera
Planner
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

RE: McDonald's in the Forest Hill Center
Project #: 151209
TRAFFIC PERFORMANCE STANDARDS REVIEW

Dear Iramis:

The Palm Beach County Traffic Division has reviewed the **McDonald's in the Forest Hill Center** Traffic Statement prepared by CPH, Inc. revised September 15, 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:	Village of Palm Springs
Location:	In the shopping plaza located at the northwest quadrant of Forest Hill Blvd and Congress Ave intersection
PCN #:	70-43-44-07-36-005-0000
Existing Uses:	1,636 SF of general commercial – to be demolished
Proposed Uses:	3,906 SF of fast food restaurant with drive thru
Access:	Using the existing driveways of the shopping plaza
New Net Daily Trips:	988
New PH Trips:	90 AM (46/44) and 65 PM (34/31)
Build-Out:	December 31, 2017

Based on our review, the Traffic Division has determined the proposed development meets the Traffic Performance Standards of Palm Beach County. Based on our review, we found that the project main driveway on Forest Hill Boulevard, especially the SBL egress traffic in the AM, is experiencing a delay at existing condition, and the additional project trip will further deteriorate the Level of Service. We suggest the Village to consider converting the driveway as right-in/right-out to improve the traffic operations. While we recommend modification of a driveway on a FDOT maintained facility, we acknowledge that this project holds an approved pre-application from FDOT which allows the existing design, and we further acknowledge the FDOT has jurisdiction authority over this road.

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.

Sincerely,

Quan Yuan, P.E.
Professional Engineer
Traffic Division

QY:ap
ec: Addressee
Sandra Gorman, P.E., Senior Traffic Engineer – CPH, 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\2015\151209 - MCDONALDS.DOC

Centennial FDOT 1915 ★ 2015

Florida Department of Transportation

RICK SCOTT
GOVERNOR

3400 West Commercial Blvd.
Fort Lauderdale, FL 33309

JIM BOXOLD
SECRETARY

November 30, 2016

THIS PRE-APPLICATION LETTER IS **EXTENDED** UNTIL – **NOVEMBER 30, 2017**
THIS LETTER IS NOT A PERMIT APPROVAL

Steve Lipofsky P.E.
CPH, Inc.
500 W. Fulton St.
Sanford, FL 327771

Dear Mr. Lipofsky:

RE: **November 30, 2016 -** Pre-application **Extension** for **Category D Driveway.** Date of Pre-Application Meeting; **November 3, 2016**
Palm Beach County - City of Palm Springs (Urban) SR 882 Sec# 93016 MP – 7.05
Access Class - 05 Posted Speed - 45 mph SIS - N
Request: Modified the existing driveway into the Shopping Center located on SR 882/Forrest Hill Boulevard, adjacent to the western property line. The driveway will be channelized to restrict outbound movement to right out only.

SITE SPECIFIC INFORMATION
Project Name & Address: **McDonalds Forest Hill & Congress 3015 Forest Hill Blvd, Palm Springs FL**
Applicant: **McDonalds** Property Owner: **Four Fla Shopping Ctr. Prop LTD**
Parcel Size: **0.99 acres** Max. Sq.ft: 4,400 Proposed LU: **Fast Food Restaurant with Drive-Through**

WE APPROVE YOUR REQUEST

This decision is based on your presentation of the facts, site plan and survey - please see the **conditions** and **comments** below.. You may choose to review this concept further with the District Access Management Review Committee (AMRC).

Conditions: - None.

Comments: - Pre-application letter extend and request revise per applicant's request.

- Drainage mitigation is required for any impacts within FDOT right-of-way (i.e. increased runoff or reduction of existing storage). A Storm Water Pollution Prevention Plan must be submitted with the application for more than one acre of "disturbed area" as defined by the Florida Department of Environmental Protection (FDEP).
- The applicant shall donate the right-of-way to the Department if right-of-way dedication is required to implement the improvements,
- All driveways not approved in this letter must be fully removed and the area restored.
- Dimensions between driveways are measured from the near edge of pavement to near edge of pavement and for median openings are measured from centerline to centerline unless otherwise indicated.

The purpose of this Pre-Application letter is to document the conceptual review of the approximate location of driveway(s) to the State Highway system and to note required improvements, if any. This letter shall be submitted with any further reviews and for permitting. The Department's personnel shall review permit plans for compliance with this letter as well as current Department standards and/or specifications. Final design must consider the existing roadway profile and any impacts to the existing drainage system. **Note, this letter does not guarantee permit approval.** The permit may be denied based on the review of the submitted engineering plans. Be aware that any approved median openings may be modified (or closed) in the future, at the sole discretion of the Department. For right-of-way dedication requirements go to: https://gis.dot.state.fl.us/OneStopPermitting; click on Statewide Permit News; Scroll down to District 4; Scroll down to Additional Information and Examples and choose Right-of-way Donations/Dedications.

Please contact Geysa Sosa, P.E. at the District Permits Office with any questions regarding permits – Tel. # 954-777-4377, Fax # 954-677-7893 or e-mail: geysa.sosa@dot.state.fl.us

Sincerely,

Dalila Fernandez, P.E. for
District Traffic Access Manager

GS/nyh
cc: Jerry Dean
S:\Transportation Operations\Traffic Operations\Access Management\1. Pre-Apps and Variance\2016-11-03\6. 93016 MP 7.050 SR 882_McDonalds Forest Hill Blvd\6. 93016 MP 7.050 SR 882_McDonalds Forest Hill Blvd.doc

Architects
Environmental
M/E/P
Surveyors

Engineers
Landscape Architects
Planners
Transportation/Traffic

5601 Mariner Street
Suite 240
Tampa, FL 33609
Phone: 813.288.0233
Fax: 813.288.0433

August 23, 2016

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

Ph: (561) 965-46016

RE: McDonald's Restaturant- Forest Hill & Congress
Palm Springs, Florida
CPH Job No: M29880

Dear Ms.Glas-Castro,

As requested, a parking generation analysis has been performed for the proposed McDonald's outparcel in Forest Hill Center in Palm Springs, Florida. The parking analysis has been requested to determine if the proposed parking modification will have an impact on the parking requirements for the overall property. The proposed project is anticipated to increase the overall parking onsite from 714 spaces to approximately 720 spaces.

Several sources were used to determine if there is adequate parking on site. Based on the calculations requested by the City, approximately 5 spaces are required per 1000 square feet gross floor area of the shopping center. The existing shopping center is approximately 134,381 square feet. This would make the minimum parking requirement 672 spaces for the shopping center alone. The proposed McDonald's is 3,905 square feet, and based upon the City parking requirement of 20 spaces per 1,000 square feet, another 78 spaces would be required.

It should be noted that the parking requirement for the proposed McDonald's was calculated separately based upon the request of City staff. Typically, outparcels are considered part of the overall shopping center for parking calculations to account for shared parking and internal capture between the various uses.

Table 1 summarizes number of parking spaces based upon the City's requested calculations.

Table 1-Number of Required Parking Spaces per City Calculation

Land Use	Size (KSF)	Rate (Per KSF)	Total Number of Required Spaces
Shopping Center	134.381	5	672
McDonald's	3.905	20	78
		Total	**750**

ITE's *Parking Generation 4th Edition* was used to identify the potential parking demand for similar land uses to see if the proposed 720 parking spaces would be adequate for the existing shopping center and proposed McDonald's. ITE's land use description for Land Use Code 820 – Shopping Center indicates that the shopping centers used in the data analaysis contained "non-merchandising facilities such as office buildings, movie theaters, restaurants, post offices, banks" and other non-retail specific uses. The land use description also points out that the data includes outparcels which are "typically drive-in banks, retail stores, restaurants or small offices." Because this variety of uses is included in the Shopping Center land use category, no adjustments need to be made for internal capture between uses or shared parking.

Table 2 summarizes the parking generation estimated for the project using the 4th Edition of *ITE Parking Generation* for the Shopping Center land use category for both the average and 85th percentile conditions. The calculation was based upon the square footage of the overall shopping center plus the proposed McDonald's.

Table 2-ITE Parking Generation-4th Edition: Shopping Center

Land Use	Size (KSF)	Time Period	Average Rate (per KSF)	Average Peak Period Parking Demand	85th Percentile Rate (per KSF)	85th Percentile Parking Demand
Shopping Center 820	138.286	Weekday	2.55	353	3.16	437
		Saturday	2.87	397	3.4	470

As shown in **Table 1 and Table 2,** parking demand based on *ITE Parking Generation* is less than the number of parking spaces required by the City.

The City also requested to see a breakdown of the existing shopping center by uses. A parking calculation was also performed based upon the individual uses in the shopping center for both Weekday and Weekend conditions.

It should be noted that several of these land uses have different peak operating times and days, therefore an overall parking reduction for shared parking and internal capture between uses should be considered. However, to be conservative, no reduction for shared parking or internal capture was applied. A detailed breakdown of each individual use is attached. The summary of the calculations is included in **Table 3**.

Table 3a-Weekday ITE Parking Generation-4th Edition: Various Uses

Land Use	Size (KSF)	Time Period	Average Rate (per KSF)	Average Peak Period Parking Demand	85th Percentile Rate (per KSF)	85th Percentile Parking Demand
Office Building 701	12.22	Weekday	2.47	30	2.98	36
Medical/Dental Office 730	13.579	Weekday	3.2	43	4.27	58
High Turnover Restaurant 932	10.45	Weekday	13.3	139	17.4	182
Church 560	5.889	Weekday	N/A	N/A	N/A	N/A
Shopping Center 820	92.243	Weekday	2.55	235	3.16	291
Fast Food with Drive Through 934	3.905	Weekday	9.98	39	15.13	59
			Total	**487**		**627**

Table 3b-Weekend ITE Parking Generation-4th Edition: Various Uses

Land Use	Size (KSF)	Time Period	Average Rate (per KSF)	Average Peak Period Parking Demand	85th Percentile Rate (per KSF)	85th Percentile Parking Demand
Office Building 701	12.22	Weekend	N/A	N/A	N/A	N/A
Medical/Dental Office 730	13.579	Weekend	N/A	N/A	N/A	N/A
High Turnover Restaurant 932	10.45	Weekend	16.3	170	20.4	213
Church 560	5.889	Sunday	8.37	49	14.38	85
Shopping Center 820	92.243	Weekend	2.87	265	3.4	314
Fast Food with Drive Through 934	3.905	Weekend	8.7	34	12.9	50
			Total	**518**		**662**

Based upon the calculations performed for the individual uses in the shopping center, ITE estimates that the 720 proposed parking spaces are anticipated to be adequate to accommodate the proposed McDonald's and the existing shopping center. **Table 4** compares the results of the various calculations.

Table 4 – Parking Calculation Comparison

Scenario	Parking Required	% of code requirement	% of proposed parking
City Parking Code	750	-	-
Proposed Parking Provided	720	96%	-
ITE – Shopping Center Average Weekday	353	47%	49%
ITE – Shopping Center Average Weekend	397	53%	55%
ITE – Shopping Center 85th Percentile Weekday	437	58%	61%
ITE – Shopping Center 85th Percentile Weekend	470	63%	65%
ITE – Various Uses Average Weekday	487	65%	68%
ITE - Various Uses Average Weekend	518	69%	72%
ITE – Various Uses 85th Percentile Weekday	627	84%	87%
ITE – Various Uses 85th Percentile Weekend	662	88%	92%

Based upon the calculations, the averate and 85th percentile parking demand is less than both the City requirements and the parking proposed. Therefore, it is anticipated that the 720 proposed parking spaces will be adequate to accommodate the existing shopping center and proposed McDonald's. If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,
CPH, Inc.

Sandra L. Gorman, P.E.
Senior Traffic Engineer

Forest Hill Center Tenants as of August 15 2016

Tenant Name	Use	Square Footage	ITE Land Use Code
Ministerio G12 Nueva Jerusalem	Church	5889	560
PAE Professional Services	Processing Center	6400	701
Partnership Realty	Office	3220	701
Affordable Driving & Traffic	School	1400	701
Golden Communications, LLC	Office	1200	701
Town Care Dental Partnership	Dental Office	3382	730
Lake Clarke Shores Dialysis Center	Medical Office	6020	730
Partners in Health	Medical Office	1207	730
Quest Diagnostic Clinical Lab	Medical Office	2970	730
Jesus Gonzales	Barber Shop	1000	820
Falliance LLC	Laundromat	3601	820
Presidente Supermarket	Grocery Store	45573	820
Family Dollar	Retail	10652	820
Nghia Nguyen dba Saigon Nails	Nail Salon	1500	820
Santa Fe Investment Corp.	Shoe Store	3389	820
Superstar Sporting Goods	Retail	2800	820
Vacant	N/A	23728	820
Thong Punchang	Restaurant	3200	932
Palm Springs Pizza	Restaurant	4300	932
Wu Garden, LLC	Restaurant	1200	932
Subway Sandwich Shops	Restaurant	1750	932
McDonald's	Restaurant	3905	934

Summary By Land Use

ITE Land Use Code	Square Footage
560 - Church	5889
701 - General Office	12220
730 - Medical/Dental Office	13579
820 - Retail	92243
932 - High Turnover Restaurant	10450
934 - Fast Food Restaurant with Drive Through	3905
Total	138286

CONSTRUCTION PLANS FOR

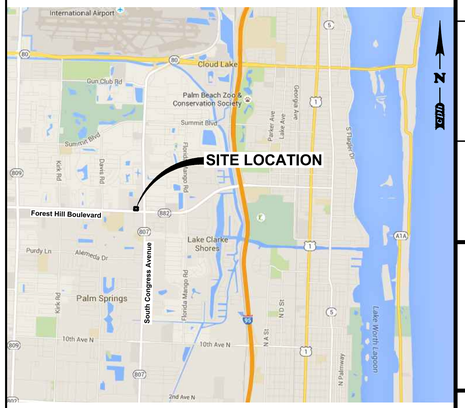
McDonald's®

3015 FOREST HILL BLVD.
PALM SPRINGS, FLORIDA
PARCEL ID: 70-43-44-07-36-005-0000
STORE No. 009-2599

LOCATION MAP

PALM BEACH COUNTY, FLORIDA
SECTION 7-TOWNSHIP 44 SOUTH-RANGE 43 EAST

1" = 4,500'



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C/O REICHEL REALTY & INVESTMENTS, INC.
8845 N. MILITARY TRAIL, SUITE 100
PALM BEACH GARDENS, FLORIDA 33410
(561) 478-4440

DEVELOPER
McDONALD'S USA, LLC
10150 HIGHLAND MANOR DR. SUITE 470
TAMPA, FLORIDA 33610
ATTN.: TIM CHESS
(772) 486-4190

ENGINEER
CPH, INC.
1860 OLD OKEECHOBEE ROAD, SUITE 102
WEST PALM BEACH, FLORIDA 33409
ATTN.: STEVEN M. LIPOFSKY, P.E.
(561) 459-2096

SURVEYOR
CPH, INC.
500 WEST FULTON STREET
SANFORD, FLORIDA 32771
(407) 322-6841
ATTN.: PAUL J. KATREK, PSM

ARCHITECT
CPH, INC.
500 WEST FULTON STREET
SANFORD, FLORIDA 32771
(407) 322-6841
ATTN.: JOHN A. BAER, AIA, NCARB, LEED AP

GEOTECHNICAL
UNIVERSAL ENGINEERING SCIENCES, INC.
3532 MAGGIE BOULEVARD
ORLANDO, FLORIDA 32811
(407) 423-0504
ATTN.: ANDREW S. WILDEROTTER, P.E.

LANDSCAPE ARCHITECT
CPH, INC.
500 WEST FULTON STREET
SANFORD, FLORIDA 32771
(407) 322-6841
ATTN.: JAMES K. WINTER, RLA

UTILITY PROVIDERS

ELECTRIC
FLORIDA POWER & LIGHT
810 CHARLOTTE AVENUE
WEST PALM BEACH, FLORIDA 33401
(561) 616-1634
ATTN.: CARLOS HENAL

TELEPHONE
AT&T FLORIDA
2021 SOUTH MILITARY TRAIL
WEST PALM BEACH, FLORIDA 33415
(561) 357-6462
ATTN.: JOHNNY REGIS

WATER & SEWER
PALM BEACH COUNTY WATER UTILITIES DEPARTMENT
9045 JOG ROAD
BOYNTON BEACH, FLORIDA 33437-2502
(561) 493-6122
ATTN.: ADAM GALICKI

APPROVAL AGENCIES

PALM SPRINGS
PLANNING, BUILDING & ZONING
226 CYPRESS LANE
PALM SPRINGS, FLORIDA 33437
(561) 965-4016

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
SOUTHEAST DISTRICT OFFICE
3301 GUN CLUB ROAD, MSC7210-1
WEST PALM BEACH, FLORIDA 33406
(561) 681-6600

WATER MANAGEMENT DISTRICT
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
801 SANSBURYS WAY
ROYAL PALM BEACH, FLORIDA 33411
PHONE: (561) 791-4100

LAKE WORTH DRAINAGE DISTRICT
13081 S. MILITARY TRAIL
DELRAY BEACH, FLORIDA 33484
PHONE: (561) 498-5363

LEGAL DESCRIPTION

Legal Description: □ER A□ENT□ILE NO□L1□□□□□□ORE□□T HILL□W□B□LC □□□□□□□

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VICINITY MAP

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	C-2	GENERAL NOTES
	C-2A	GENERAL NOTES
	C-3	BOUNDARY AND TOPOGRAPHIC SURVEY
	C-3A	BOUNDARY AND TOPOGRAPHIC SURVEY
	C-3B	OVERALL SITE PLAN (REFERENCE)
	C-4	STORMWATER POLLUTION PREVENTION PLAN
	C-5	STORMWATER POLLUTION PREVENTION DETAILS
	C-6	DEMOLITION PLAN
	C-7	SITE DIMENSION PLAN
	C-7A	TRUCK TURN ENVELOPE
	C-8	GRADING AND STORM DRAINAGE PLAN
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	LP-1	LIGHTING PLAN
	L-1	LANDSCAPE PLAN
	L-2	LANDSCAPE NOTES AND DETAILS
	TR-1	TREE RETENTION PLAN
(X)	IR-1	IRRIGATION PLAN
(X)	IR-2	IRRIGATION NOTES AND DETAILS

(X) = NOT INCLUDED IN THIS SUBMITTAL

NOTES

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NOTICE
THE SIZE OF THESE PLANS MAY HAVE BEEN SLIGHTLY ALTERED BY REPRODUCTION PROCESSES, THIS MUST BE CONSIDERED WHEN SCALING ANY REPRODUCED PLANS FOR THE PURPOSE OF COLLECTING DATA.

McDONALD'S PROJECT CODE: 009-2599

No.	Date	Revision	By
	4/20/16	PER VILLAGE OF PALM SPRINGS COMMENTS	SML

Designed by:	CDP
Drawn by:	CDP
Checked by:	JTP
Approved by:	SML
Scale:	AS SHOWN
Date:	Mar. 2016
Job No.:	M29880

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Plans Prepared By:
CPH, Inc.
500 West Fulton St.
Sanford, Fl. 32771
Ph: 407.322.6841
Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
Arch. Lic. No. AA2600926
Lndscp. Lic. No. LC0000298

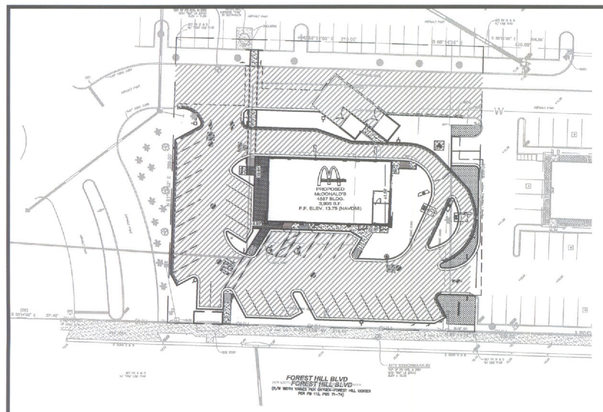
JUSTIN T. POLK, P.E.
61810

COVER SHEET

McDonald's®
FOREST HILL & CONGRESS
PALM SPRINGS / FLORIDA

Sheet No.
C-1

J:\M29880\Civil\DWG\Design1 M29880-COVER.dwg May 18, 2016 - 11:45am slipofsky



N.T.S.

VEHICULAR USE AREA PLAN

VEHICULAR USE AREA	22,379 S.F.
REQUIRED LANDSCAPE AREA	2,280 SF (10%)
PROPOSED LANDSCAPE AREA	2,992.85 SF (13%)

LEGEND

VEHICULAR USE AREA

FOUNDATION PLANTING

FOUNDATION PLANTING

SEC. 34-164. - REQUIRED FOUNDATION PLANTINGS.

(A) FOR NON-RESIDENTIAL AND MULTI-FAMILY PROPERTIES ONE ACRE OR MORE, AT LEAST 25 PERCENT OF THE LINEAR FEET OF BUILDING FACADE FACING A STREET SHALL BE PLANTED WITH TREES, SHRUBS OR HEDGES. AT LEAST ONE TREE OR CLUSTER OF THREE PALMS SHALL BE INSTALLED FOR EACH 30 LINEAR FEET, OR FRACTION THEREOF, OF APPLICABLE FACADE. THE FOUNDATION PLANTING AREA SHALL BE A MINIMUM OF FIVE FEET WIDE.

(B) FOR NON-RESIDENTIAL AND MULTI-FAMILY PROPERTIES LESS THAN ONE ACRE, A FIVE FOOT REDUCTION IN THE WIDTH OF A REQUIRED RIGHT-OF-WAY BUFFER MAY BE GRANTED BY THE LAND DEVELOPMENT DIRECTOR BASED ON MERIT FOR PROVIDING FOUNDATION PLANTING. AT LEAST 25 PERCENT OF THE LINEAR FEET OF BUILDING FACADE FACING A STREET SHALL BE PLANTED WITH TREES, SHRUBS OR HEDGES. AT LEAST ONE TREE OR CLUSTER OF THREE PALMS SHALL BE INSTALLED FOR EACH 30 LINEAR FEET, OR FRACTION THEREOF, OF APPLICABLE FACADE. THE FOUNDATION PLANTING AREA SHALL BE A MINIMUM OF FIVE FEET WIDE.
(ORD. N O. 2013-11, §3, 7-11-2013.)

PROVIDED:
253.32 L.F. X 25% = 63.33 L.F. REQUIRED
89.44 L.F. PROVIDED

NATIVE PERCENT

TOTAL PLANTS	2541
NATIVE PLANTS	1475
% NATIVE	58.0

OVERALL TREE REQUIREMENTS:

SEC. 72-837 AREA TREE PROTECTION REQUIREMENTS
15% OF THE SF OF ANY DEVELOPMENT SHALL BE DESIGNATED
FOR THE PROTECTION OF TREES INCLUDING SPECIMEN & BUFFER TREES

15% OF DEVELOPMENT= 773,946 X 15% = 116,091.90 OF REQUIRED AREA
TREE PROTECTION 122,310.78 SF = PROPOSED AREA TREE PROTECTION

SEC.72-838 MINIMUM TREE COVERAGE REQUIREMENTS
1 TREE/2500 SF OF LOT AREA
TOTAL LOT AREA: 773,946 S.F.
773,946/2500 = 309.5 MINIMUM TREES REQUIRED
TREES PROPOSED = 369
TREES PRESERVED = 184

SECTION 5-10(e)
MINIMUM (5) TREE SPECIES REQUIRED
(9)SPECIES PROPOSED

LANDSCAPE SETBACKS

	REQUIRED	PROVIDED
NORTH:	10'	0'
WEST:	10'	11.05' (AVG.)
EAST:	10'	0.89'
SOUTH:	15'	5'

REQUIRED LANDSCAPING
SEC. 34-161 (b)(2)
1 TREE/2500 S.F. = 43,000 S.F. / 2500=
17.2 TREES REQUIRED
PROVIDED:
8 TREES SAVED
12 TREES RELOCATED
TOTAL 20 SAVED

WEST REPLACEMENT BUFFER
SEC. 34-162(b)(2)

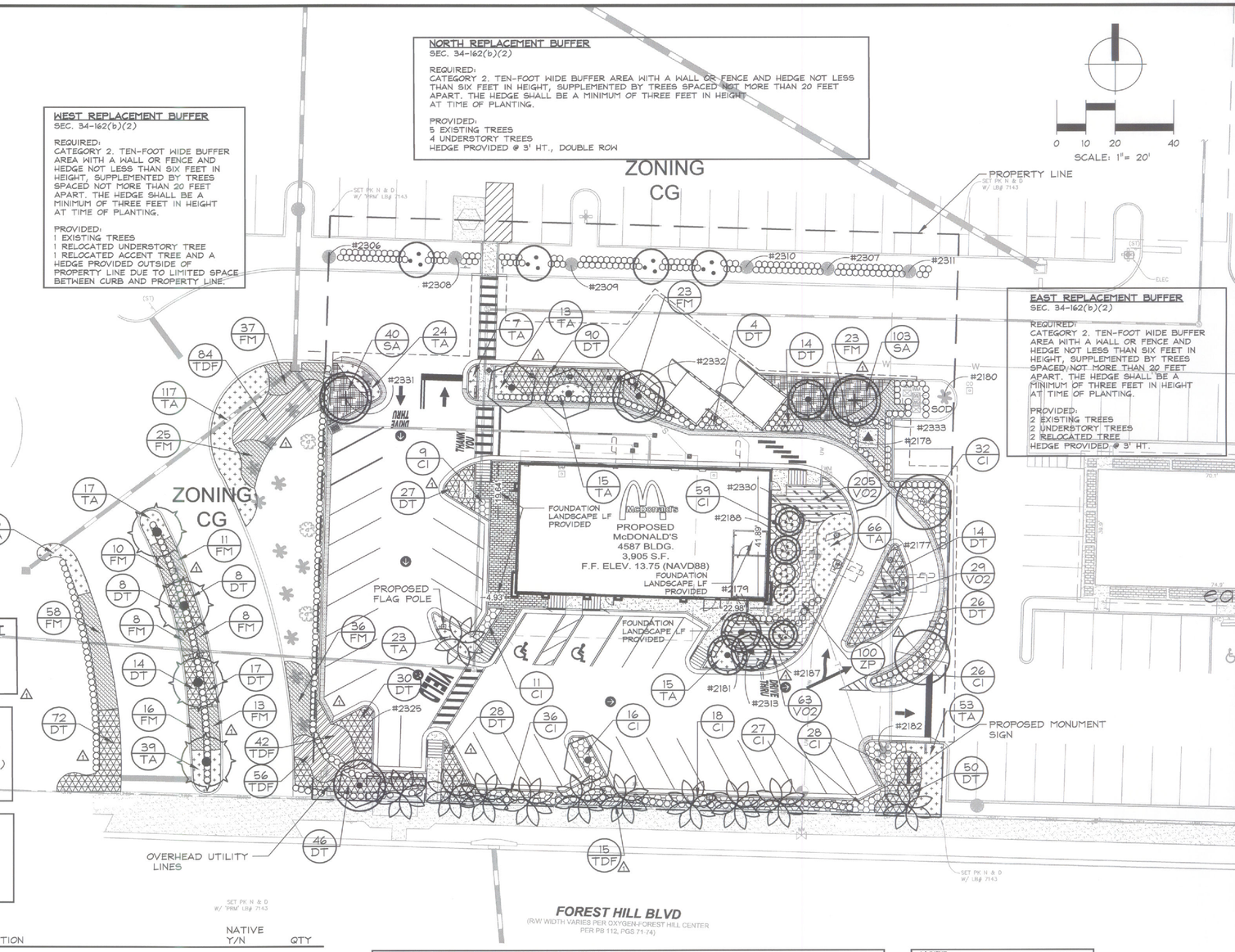
REQUIRED:
CATEGORY 2. TEN-FOOT WIDE BUFFER AREA WITH A WALL OR FENCE AND HEDGE NOT LESS THAN SIX FEET IN HEIGHT, SUPPLEMENTED BY TREES SPACED NOT MORE THAN 20 FEET APART. THE HEDGE SHALL BE A MINIMUM OF THREE FEET IN HEIGHT AT TIME OF PLANTING.

PROVIDED:
1 EXISTING TREES
1 RELOCATED UNDERSTORY TREE
1 RELOCATED ACCENT TREE AND A HEDGE PROVIDED OUTSIDE OF PROPERTY LINE DUE TO LIMITED SPACE BETWEEN CURB AND PROPERTY LINE.

NORTH REPLACEMENT BUFFER
SEC. 34-162(b)(2)

REQUIRED:
CATEGORY 2. TEN-FOOT WIDE BUFFER AREA WITH A WALL OR FENCE AND HEDGE NOT LESS THAN SIX FEET IN HEIGHT, SUPPLEMENTED BY TREES SPACED NOT MORE THAN 20 FEET APART. THE HEDGE SHALL BE A MINIMUM OF THREE FEET IN HEIGHT AT TIME OF PLANTING.

PROVIDED:
5 EXISTING TREES
4 UNDERSTORY TREES
HEDGE PROVIDED @ 3' HT., DOUBLE ROW



EAST REPLACEMENT BUFFER
SEC. 34-162(b)(2)

REQUIRED:
CATEGORY 2. TEN-FOOT WIDE BUFFER AREA WITH A WALL OR FENCE AND HEDGE NOT LESS THAN SIX FEET IN HEIGHT, SUPPLEMENTED BY TREES SPACED NOT MORE THAN 20 FEET APART. THE HEDGE SHALL BE A MINIMUM OF THREE FEET IN HEIGHT AT TIME OF PLANTING.

PROVIDED:
2 EXISTING TREES
2 UNDERSTORY TREES
2 RELOCATED TREE
HEDGE PROVIDED @ 3' HT.

PLANT LIST

SYM.	COMMON NAME	BOTANICAL NAME	DESCRIPTION	NATIVE Y/N	QTY
TREES					
AM	DOUBLE CHRISTMAS PALM	ADONIDIA MERRILLI	12' HT., 5' CT., FIELD GROWN, DOUBLE TRUNK	NO	11
BS	GUMBO LIMBO	BURSERA SIMARUBA	2" CAL., 12' MIN. HT.	YES	2
LI	CRAPE MYRTLE	LAGERSTROEMIA INDICA	2" CAL., 12' MIN. HT.	NO	3
CE	BUTTONWOOD	CONOCARPUS ERECTUS	2" CAL., 12' MIN. HT.	YES	5
SP	CABBAGE PALM	SABAL PALMETTO	12' MIN. HT.	YES	4
	RELOCATED OAK TREE				
	RELOCATED CABBAGE PALM				
	RELOCATED CRAPE MYRTLE				
	RELOCATED BUTTONWOOD				
EX	EXISTING TREES				
SHRUBS					
CG	SMALL LEAF CLUSIA	CLUSIA GUTTIFERA	7 GAL., 30' MIN. HT., 18" SPRD., 24" O.C.	YES	465
GROUNDCOVER					
SA	DWARF SCHEFFLERA	SCHEFFLERA ARBORICOLA 'TRINETTE'	3 GAL., 18" MIN. HT., 24 O.C.	NO	157
FM	GREEN ISLAND FICUS	FICUS MICROCARPA 'GREEN ISLAND'	1 GAL., 12" MIN. HT., 24" O.C.	NO	268
DT	VARIEGATED FLAX LILY	DIANELLA TASMANICA 'VARIEGATA'	1 GAL., 12" MIN. HT., 24" O.C.	NO	448
VO2	MRS. SCHILLERS DELIGHT	VIBURNUM OBOVATUM	3 GAL., 12" MIN. HT., 24" O.C.	YES	297
CI	RED TIP COCOPLUM	CHRYSOBALANUS ICACO 'RED TIP'	3 GAL., 14" MIN. HT., 24" O.C.	YES	262
TA	ASIATIC JASMINE	TRACHELOSPERMUM ASIATICUM	1 GAL., FULL, 24" O.C.	YES	417
TDF	DWARF FAKAHATCHEE GRASS △	TRIPSACUM FLORIDIANA	1 GAL., FULL, 24" O.C.	NO	197
ZP	COONTIE △	ZAMIA PUMILA	3 GAL., 15" HT., 15" SPRD., 24" O.C.	YES	100
SOD	ST. AUGUSTINE GRASS	STENOTAPHRUM SECUNDATUM	SOLID SOD, CONTRACTOR TO VERIFY QTY.		

FOREST HILL BLVD. REPLACEMENT BUFFER
SEC. 34-162(B)(5)

REQUIRED:
CATEGORY 5. FIFTEEN-FOOT WIDE BUFFER AREA WITH A HEDGE NOT LESS THAN THREE FEET IN HEIGHT, SUPPLEMENTED BY TREES SPACED NOT MORE THAN 20 FEET APART. THE HEDGE SHALL BE A MINIMUM OF THREE FEET IN HEIGHT AT TIME OF PLANTING. THE REQUIRED HEDGE SHALL CONTAIN A MINIMUM OF TWO DIFFERENT MAINTAINED LEVELS OR TIERS. THE REQUIRED HEDGE SHALL BE INSTALLED IN A NON-LINEAR (MEANDERING) MANNER. IF DESIRED, ONLY A DECORATIVE METAL FENCE SHALL BE UTILIZED.

PROVIDED:
215 L.F./20 = 11 TREES REQUIRED
11 PALMS PROVIDED
HEDGE PROVIDED @ 3' HT.
GROUNDCOVER PROVIDED

NOTE

PROVIDE MIN. 10' SEPARATION OR 7' SEPARATION W/ USE OF BARRIER MATERIAL FOR ALL TREES NEAR UTILITY LINES (TYP.). REFER TO DETAIL ON SHEET L-2.

NOTE:

PLANT DESCRIPTIONS ARE FOR MINIMUM ACCEPTABLE SPECIFICATIONS. ALL CRITERIA LISTED FOR CONTAINER SIZE, CALIPER, HEIGHT, SPREAD, ETC. MUST BE MET FOR PLANT MATERIAL ACCEPTANCE. FOR EXAMPLE, IF A THREE GALLON SHRUB DOES NOT MEET THE HEIGHT OR SPREAD SPECIFICATION, IT WILL NOT BE ACCEPTED.

IF SPECIFIED PLANTS ARE UNAVAILABLE AT TIME OF CONSTRUCTION, CONTRACTOR MAY REPLACE SPECIFIED PLANTS WITH PLANTS APPROVED BY LANDSCAPE ARCHITECT AND CITY STAFF.

ALL OPEN SPACE AREAS WITHIN THE PROPERTY SHALL BE SODDED UNLESS PAVED, SEEDED AND MULCHED OR PLANTED WITH SHRUBS AND GROUND COVER.

ALL LANDSCAPED AREAS WILL BE 100% IRRIGATED WITH A CENTRAL AUTOMATIC IRRIGATION SYSTEM INCLUDING A RAIN SENSOR.

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REGISTERED LANDSCAPE ARCHITECT LICENSE NUMBER LA1000011 STATE OF FLORIDA
Jamie K. Vollmer, RLA
Oct 18, 2016

No.	Date	Revision	By
△	8/18/16	PER VILLAGE OF PALM SPRINGS COMMENTS	MDS

Designed by:	MDS
Drawn by:	ARS/JM
Checked by:	MDS
Approved by:	JKW
Scale:	AS SHOWN
Date:	OCT. 2016
Job No.:	M29880

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Plans Prepared By:
CPH, Inc.
500 West Fulton St.
Sanford, Fl. 32771
Ph: 407.322.6841
Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
Arch. Lic. No. AA26000926
Lndscp. Lic. No. LC0000296

LANDSCAPE PLAN

McDonald's®
FOREST HILL & CONGRESS
PALM SPRINGS / FLORIDA

Sheet No.
L-1

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LANDSCAPE NOTES:

1. The landscape Contractor shall be responsible for all materials and all work as called for on the Landscape Plans and in the Landscape Specifications. In the event of variation between quantities shown on plant list and the plans, the plans shall control. The Landscape Contractor shall verify all quantities and report any discrepancies at the time of bidding.
2. The Landscape Contractor shall review architectural/engineering plans and become thoroughly familiar with surface and subsurface utilities.
3. Prior to construction, the contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. Locations of existing buried utility lines shown on the plans are based upon best available information and are considered to be approximate. It shall be the responsibility of the contractor 1) to verify the locations of utility lines within and adjacent to the work area 2) to protect all utility lines during the construction period 3) to repair any and all damage to utilities, structures, site appurtenances, etc. which occurs as a result of the construction 4) To field adjust the location of proposed trees and palms 10' off the center of the utility lines. Notify the Landscape Architect if a 10' offset does not function.
4. The work shall be coordinated with other trades to prevent conflicts. Coordinate the planting with the irrigation work to assure availability and proper location of irrigation items and plants.
5. Contractor shall ensure that there are no visual obstructions to vehicle lines of sight and traffic controls. Contractor shall field adjust tree and/or large shrub locations to avoid any such obstructions.
6. Trees shall be maintained by the owner to avoid future such obstructions by pruning trees and/or shrubs as necessary utilizing horticulturally sound techniques.
7. All planting shall be performed by personnel familiar with planting procedure and under the supervision of a qualified planting foreman.
8. All plant material shall be graded Florida No. 1 or better as outlined under Grades and Standards for Nursery Stock, Part I and II, published by the Florida Department of Agriculture and Consumer Services.
9. The Landscape Architect or Owner shall have the right, at any stage of the operations, to reject any and all work and materials which, in his opinion, do not meet with the requirements of these specifications.
10. Except as otherwise specified, the Landscape Contractor's work shall conform to accepted horticultural practices as used in the trade.
11. The minimum acceptable size of all plants, measured after pruning, with branches in normal positions, shall conform to the measurements specified on the plant list or as indicated on the landscape drawing. Height and spread dimensions refer to main body of the plant and not extreme branch tip to tip. Trunk caliper (trunk diameter) is measured 6 inches from the ground on trees up to and including 4 inches in caliper, and 12 inches from the ground for larger trees. Since trunks are seldom round, the average of the largest diameter and that perpendicular to it is referred to as caliper.
12. Plants shall be protected upon arrival at the site, by being thoroughly watered and properly maintained until planted.
13. All tree pits shall be excavated to size and depth in accordance with the Florida Grades & Standards for Nursery Stock, unless shown otherwise on the drawings, and backfilled with the specified planting soil. The Landscape Contractor shall test fill all tree pits with water before planting to assure proper drainage percolation is available.
14. The Landscape Contractor shall be responsible for proper watering of all plants. All plants shall be thoroughly watered at time of planting and kept adequately watered until time of acceptance. It shall be the Landscape Contractor's responsibility to assure that plants are not over watered.
15. It shall be the Landscape Contractor's responsibility to prevent plants from falling or being blown over, to re-straighten and replant all plants which lean or fall and to replace all plants which are damaged due to lack of proper guying or staking. The Landscape Contractor shall be legally liable for any damage caused by instability of any plant material.
16. All Palms to be staked as indicated per Palm staking details. All other trees to be stabilized utilizing 8' lodge poles per tree planting details.
17. Plants blown over by high winds, within the guaranteed period, shall not be cause for additional expense to the Owner, but shall be the responsibility of the Landscape Contractor. Damaged plants shall be replaced by the Landscape Contractor at no additional cost to the Owner.
18. Sod shall be of a species specified on the drawings and originate from a commercial turf grower. It shall be a dense stand of live turf, reasonably free of weeds, well matted with grass roots in rectangles 12 inch by 24 inch or in 12 inch wide rolls in a length consistent with the equipment and methods used to handle the rolls and place the sod. Any netting contained within the sod shall be certified by the manufacturer to be bio-degradable. The soil and root mat shall be a minimum of 1-1/2 inch thick and must hold together during placement. Sod shall be place adjacent to one another to avoid gaps and overlaps. Joints shall be staggered between the rows. Sod placed on slopes exceeding 3:1 shall be pinned with turf staples. Sod turf, shall have been mowed a minimum of one week prior to cutting and delivery, so that the length of the turf is no longer than 4 inches at time of delivery. Place sod within 48 hours of cutting the sod. The sod shall be kept moist throughout the 48 hour period to maintain the health and viability of the sod. Submit a letter of certification to the Owner's CEI Representative, at time of delivery, as to the source of the sod, the time it was cut, the species and cultivar provided, last mowing date, and that the sod is free of fire ants. Sod which has been cut for longer than 48 hours after being cut shall not be used unless specifically authorized by Owner's CEI Representative.
It shall be the Contractor's responsibility to measure and determine the exact quantity of sod required for a complete job at the time of bidding or providing a price quote. The Owner shall not be responsible for additional cost due to the Contractor's under estimating of the quantity of sod for the original bid area.
19. The Landscape Contractor shall insure adequate vertical drainage in all plant beds, planters, and sod areas. Vertical drilling through any compacted fill to native soil shall be accomplished to insure drainage. If well drained fill is necessary to assure positive drainage, this issue shall be brought up by the Landscape Contractor at time of bidding.
20. The Landscape Contractor shall insure that his work does not interrupt established or projected drainage patterns.
21. The Landscape Contractor shall prune, shape and remove dead foliage/limbs from existing plant material to remain. Confirm with the Landscape Architect or Owner the extent of work required at time of Bidding.
22. Mulch - All plant beds shall be top dressed with 4" shredded hardwood mulch (or approved equal).
23. Transplanted Material - The Landscape Contractor shall be responsible for determining and evaluating which plant materials are suitable for transplanting and shall verify this with the Landscape Architect or Owner. The Landscape Contractor shall take all reasonable, horticulturally acceptable measures to assure the successful transplanting of determined plant materials. The Landscape Contractor shall be responsible for replacing any relocated plant materials which die if such measures are not taken, as determined by the Landscape Architect or Owner. Replacement plants shall be of identical species and size if required.
24. MAINTENANCE PRIOR TO FINAL INSPECTION AND ACCEPTANCE:

Maintenance shall commence after each plant is planted and the maintenance period shall continue until the job or specific phase of the job is accepted by the Landscape Architect or Owner. Extreme care shall be taken to instruct the Owner or his representatives in general maintenance procedures.

Plant maintenance shall include watering, pruning, weeding, cultivating, mulching, tightening, and repairing of guys, replacement of sick or dead plants, resetting plants to proper grades or upright positions and restoration of the planting saucer and all other care needed for proper growth of the plants.

During the maintenance period and up to the date of final acceptance, the Landscape Contractor shall do all seasonal spraying and/or dusting of trees and shrubs. Upon completion of all planting, an inspection for acceptance of work will be held. The Landscape Contractor shall notify the Landscape Architect or Owner for scheduling of the inspection 10 days prior to the anticipated date.

At the time of the inspection, if all of the materials are acceptable, a written notice will be given by the Landscape Architect or Owner to the Landscape Contractor Stating the date when the Maintenance Period ends.

GUARANTEE AND REPLACEMENT:

All plant materials shall be guaranteed for one (1) year from the time of final inspection and interim acceptance shall be alive and in satisfactory growth for each specific kind of plant at the end of the guaranteed period.

At the end of the guarantee period, any plant required under this contract that is dead or not in satisfactory growth, as determined by the Owner or the Landscape Architect, shall be removed and replaced. Replacement plants shall have an extended guarantee, as noted above, from time of replacement.

All replacements shall be planted of the same kind and size as specified on the plant list. They shall be the responsibility of the Landscape Contractor.

25. TOPSOIL

Topsoil shall be natural, friable, fertile, fine loamy soil possessing characteristics of representative topsoil in the vicinity that produces heavy growth. Topsoil shall have a pH range of 5.5 to 7.4, free from subsoil, objectionable weeds, litter, sods, stiff clay, stones larger than 1-inch in diameter, stumps, roots, trash, toxic substances, or any other material which may be harmful to plant growth or hinder planting operations. Top soil shall contain a minimum of three percent organic material.

26. UNSUITABLE SUBSOILS

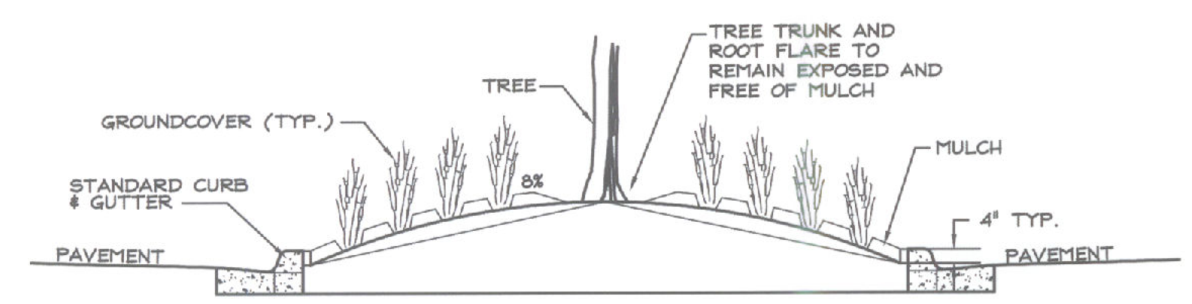
Locations containing unsuitable subsoil shall be treated by one or more of the following:

A. Where unsuitability is deemed by Owner or Owner's Representative to be due to excessive compaction caused by heavy equipment and where natural subsoil is other than AASHTO classification of A6 or A7, loosen such areas with spikes, discing, or other means to loosen soil to condition acceptable to Owner. Loosen soil to minimum depth of 12 inches with additional loosening as required to obtain adequate drainage. Contractor may introduce peat moss, sand, or organic matter into the subsoil to obtain adequate measures shall be considered as incidental, without additional cost to Owner.

B. Where unsuitability is deemed by Owner or Owner's Representative to be due to presence of boards, mortar, concrete, graded aggregate base, or other construction materials in sub grade and where natural subsoil is other than AASHTO classification of A6 or A7, remove debris and objectionable material. Such remedial measures shall be considered as incidental, without additional cost to Owner.

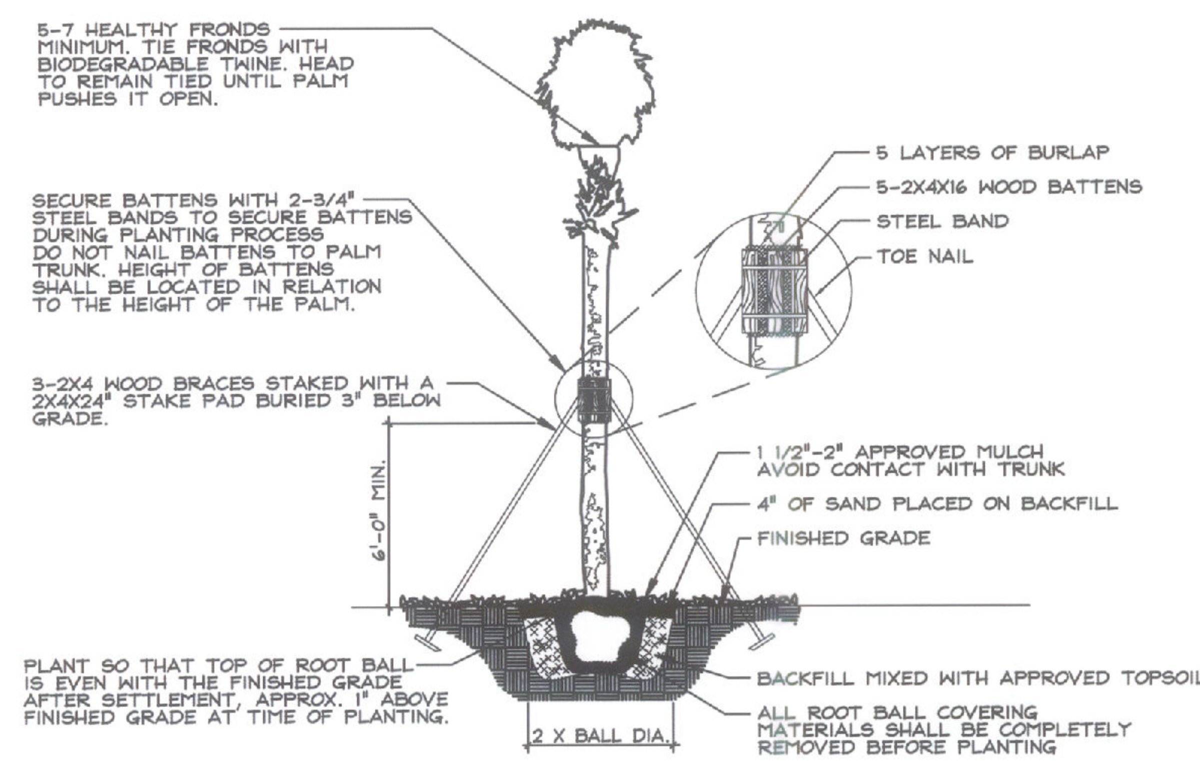
C. Where unsuitability is deemed by Owner to be because natural subsoil falls into AASHTO classification of A6 or A7 and contains moisture in excess of 30 percent, then installation of sub drainage system or other means described elsewhere in Specifications shall be used. Where such conditions have not been known or revealed prior to planting time and they have not been recognized in preparation of The Drawings and Specifications, then Owner shall issue pricing order to install proper remedial measures.

D. Planting beds where existing subsoil is determined by Owner to be unsuitable for plant growth in accordance paragraph Unsuitable Subsoil herein shall be excavated to a depth of 12 inches or as needed to provide adequate drainage. Replace excavated soil with planting soil.



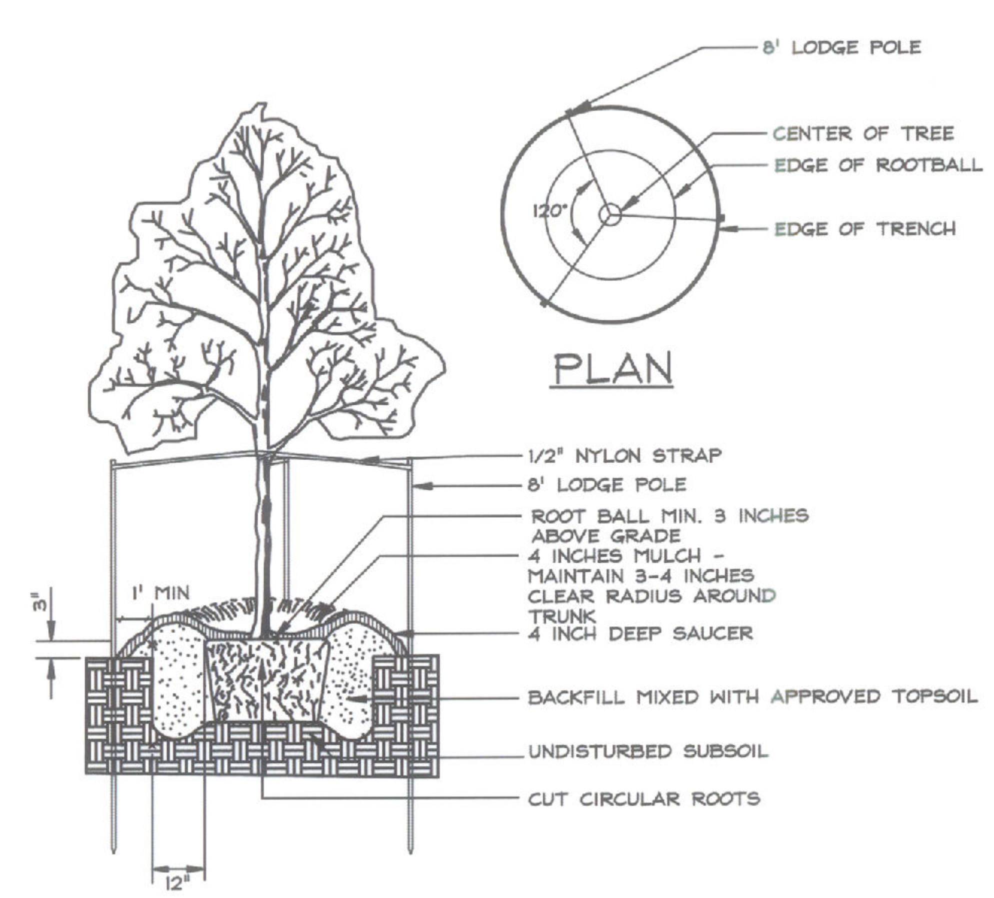
TYPICAL LANDSCAPE ISLANDS

NTS



PALM STAKING DETAIL

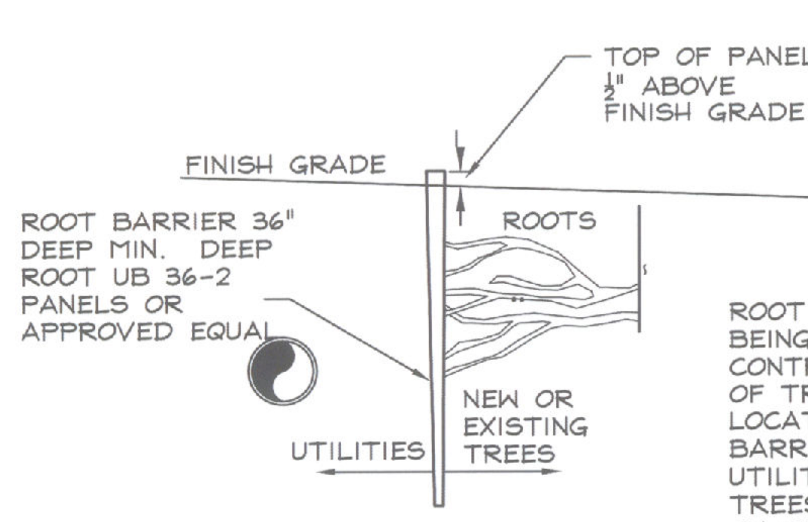
N.T.S.



NOTE: SEE LANDSCAPE NOTES FOR THE TYPE OF MULCH MATERIAL TO USE.

CONTAINER TREE PLANTING DETAIL

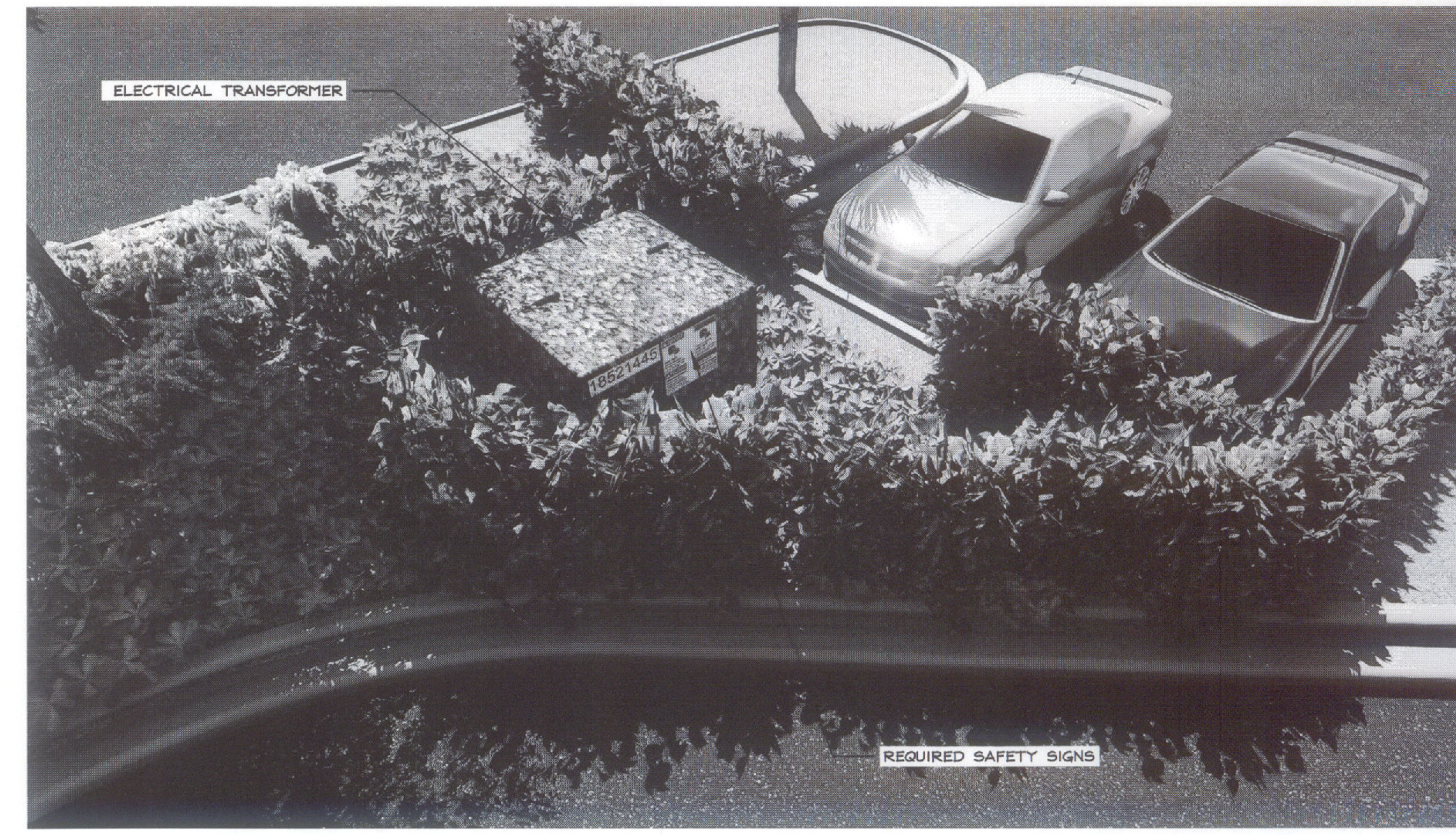
N.T.S.



ROOT BARRIER IS BEING USED TO CONTROL ROOTS OF TREES. LOCATE ROOT BARRIER BETWEEN UTILITIES AND TREES AS SHOWN ON PLANS.

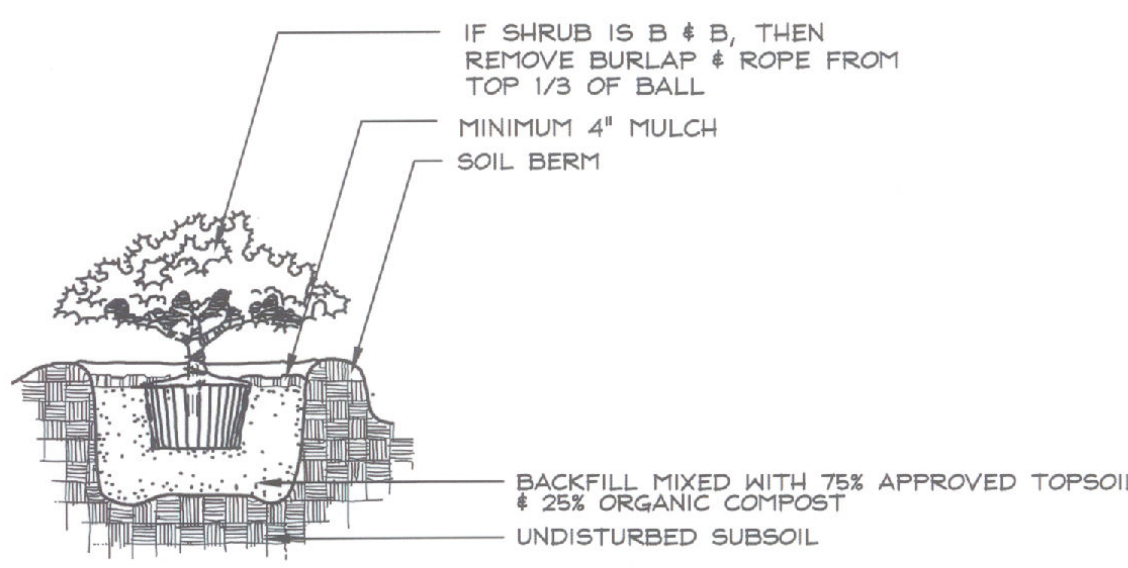
ROOT BARRIER DETAIL

N.T.S.



ELECTRICAL TRANSFORMER IMPROVEMENT RENDERING

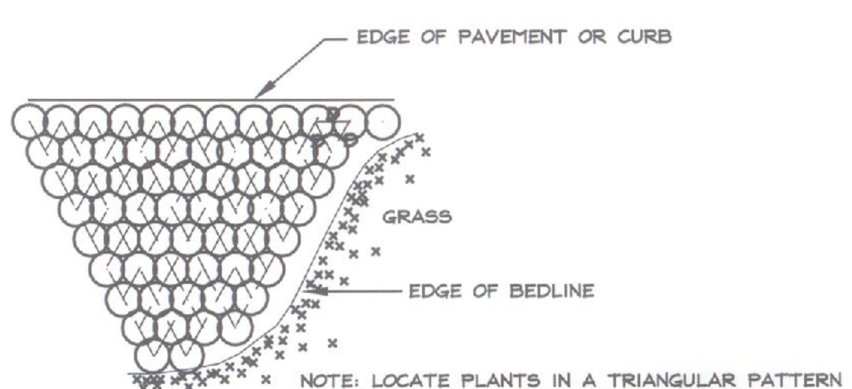
NTS



-PROVIDE MINIMUM PIT CLEARANCE AROUND ROOT BALL OF 6" SIDES AND BOTTOM.
-MAINTAIN 3"-4" MULCH FREE ZONE AROUND BASE OF PLANT.

SHRUB PLANTING DETAIL

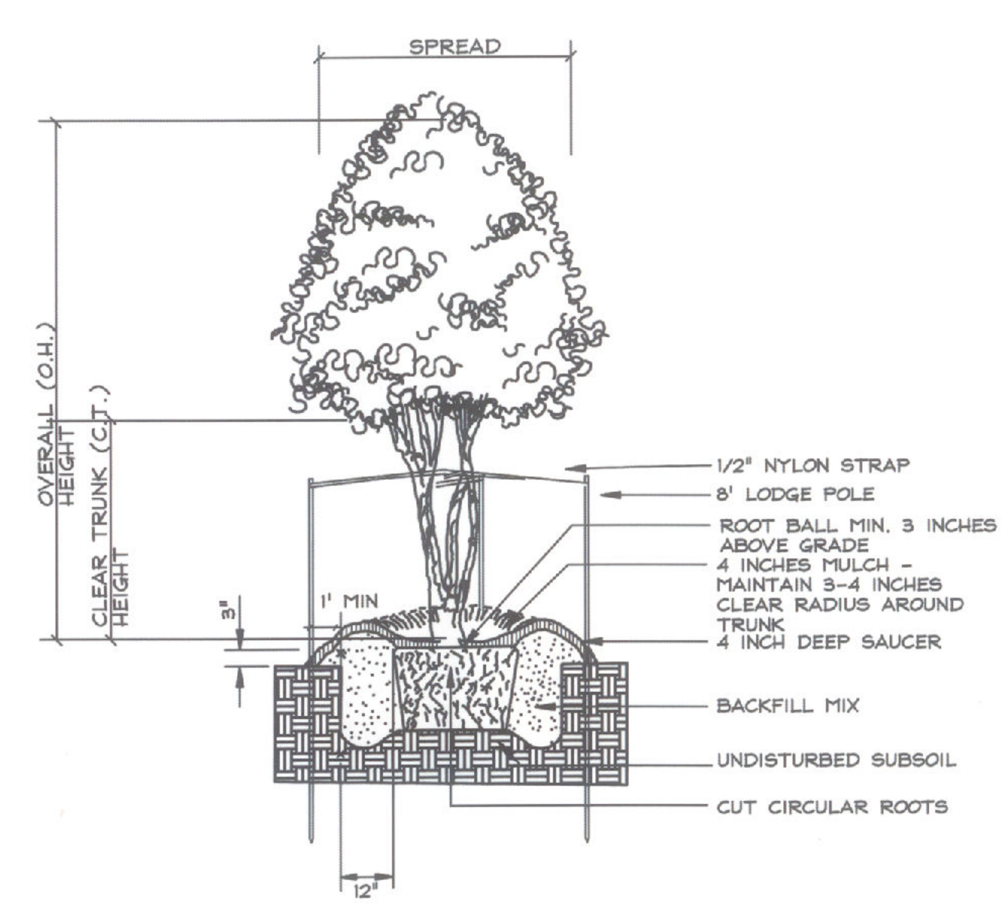
NTS



NOTE: LOCATE PLANTS IN A TRIANGULAR PATTERN AS SHOWN, SPACED EQUIDISTANT FROM EACH OTHER (AT SPACING SPECIFIED IN THE PLANT LIST).

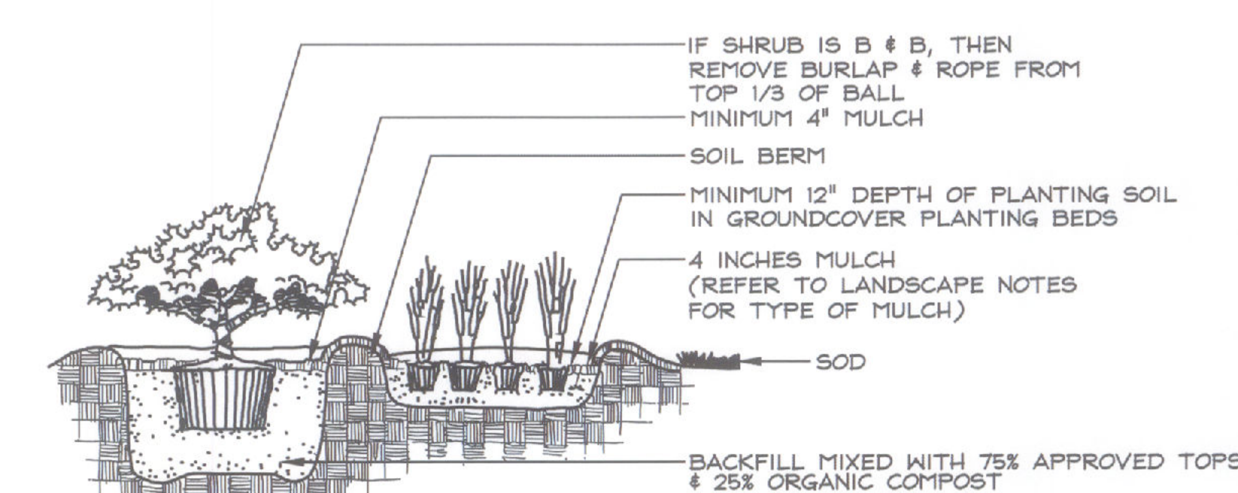
SHRUB/GROUNDCOVER SPACING PLAN

N.T.S.



MULTI-TRUNK CONTAINER TREE PLANTING DETAIL

NTS



-PROVIDE MINIMUM PIT CLEARANCE AROUND ROOT BALL OF 6" SIDES AND BOTTOM.
-MAINTAIN 3"-4" MULCH FREE ZONE AROUND BASE OF PLANT.

SHRUB AND GROUNDCOVER PLANTING DETAIL

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REGISTERED LANDSCAPE ARCHITECT JAMES K WINTER LA 0000911 STATE OF FLORIDA
James K. Winter, RLA
LA0000911
Oct 18, 2016

No.	Date	Revision	By
1	8/18/16	PER VILLAGE OF PALM SPRINGS COMMENTS	MDS
2			
3			
4			
5			
6			
7			

Designed by:	MDS
Drawn by:	ARS/JM
Checked by:	MDS
Approved by:	JKW
Scale:	NTS
Date:	OCT. 2016
Job No.:	M29880

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Plans Prepared By:
CPH, Inc.
500 West Fulton St.
Sanford, Fl. 32771
Ph: 407.322.6841
Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
Arch. Lic. No. AA2600926
Lndscp. Lic. No. LC0000298

LANDSCAPE NOTES AND DETAILS

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Sheet No.

L-2

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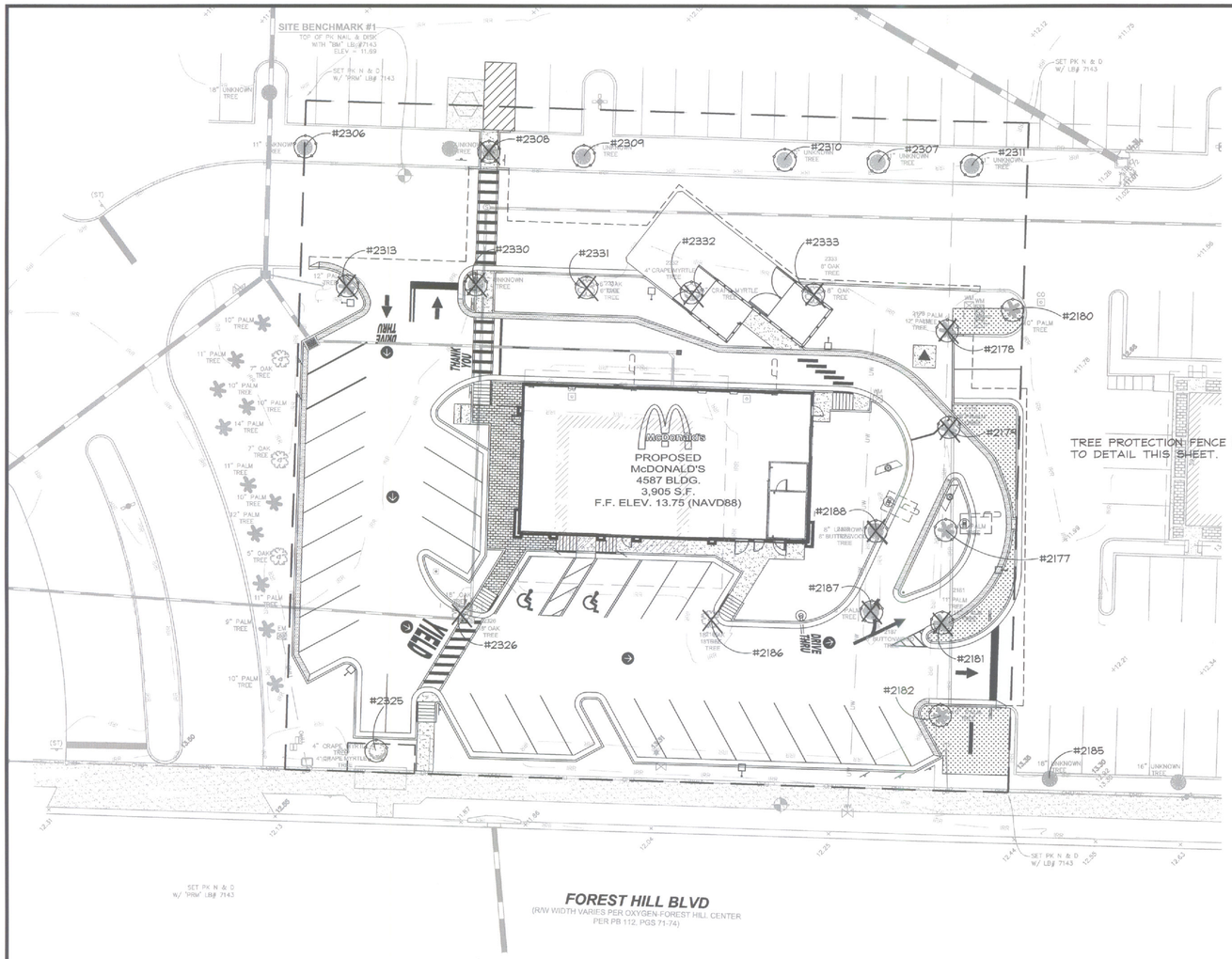


EXISTING TREE DATA

TREE NUMBER	INCHES	DESCRIPTION	DISPOSITION
2177	10	PALM	SAVED
2178	12	PALM	RELOCATED
2179	9	PALM	RELOCATED
2180	10	PALM	SAVED
2181	11	PALM	RELOCATED
2182	10	PALM	SAVED
2185	18	MAHOGANY	OFFSITE
2186	18	OAK	REMOVED
2187	8	PLUM	RELOCATED
2188	8	BUTTONWOOD	RELOCATED
2306	11	BUTTONWOOD	SAVED
2307	11	BUTTONWOOD	SAVED
2308	10	BUTTONWOOD	RELOCATED
2309	12	BUTTONWOOD	SAVED
2310	10	BUTTONWOOD	SAVED
2311	11	BUTTONWOOD	SAVED
2312	18	UNKNOWN	OFFSITE
2313	12	PALM	RELOCATED
2314	10	PALM	OFFSITE
2315	11	PALM	OFFSITE
2316	10	PALM	OFFSITE
2317	10	PALM	OFFSITE
2318	14	PALM	OFFSITE
2319	11	PALM	OFFSITE
2320	10	PALM	OFFSITE
2321	12	PALM	OFFSITE
2322	11	PALM	OFFSITE
2323	9	PALM	OFFSITE
2324	10	PALM	OFFSITE
2325	4	CRAPE MYRTLE	SAVED
2326	18	OAK	REMOVED
2327	5	OAK	OFFSITE
2328	7	OAK	OFFSITE
2329	7	OAK	OFFSITE
2330	6	BUTTONWOOD	RELOCATED
2331	6	OAK	RELOCATED
2332	4	CRAPE MYRTLE	RELOCATED
2333	8	OAK	RELOCATED

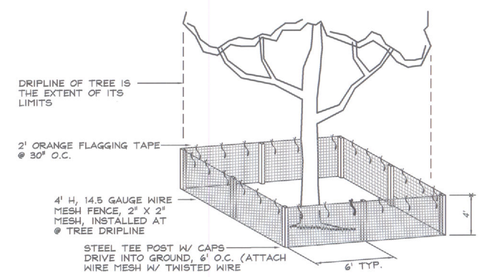
TREES REMOVED - 2 (36")
TREES SAVED - 10 (99")
TREES RELOCATED - 10 (84")

TOTAL SAVED TREES = 20 (183")

0 10 20 40
SCALE: 1" = 20'

TREE REMOVAL
SEC. 34-223(C)

(C) IN CONJUNCTION WITH DEVELOPMENT OR REDEVELOPMENT, 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.



TREE PROTECTION DETAIL

N.T.S.

TREE BARRICADE APPROVAL
OBTAIN CITY APPROVAL OF TREE BARRICADES PRIOR TO BEGINNING CLEARING OPERATIONS OR ANY SITE DEVELOPMENTS

TREE PROTECTION NOTES:

1. Four (4) foot high 14.5 guage wire 2"x2" mesh fencing shall be installed encompassing the drip line of each tree, or one foot in diameter for each inch of trunk diameter, whichever is greater. When surveyed fencing shall be moved to the edge of the tree protection area (TPA) as indicated on plans and be maintained through completion of construction.
2. Where the TPA occurs within 10 feet of the tree trunk, a trenching device shall be used to sever tree roots. Root raking shall not occur before roots have been cleanly severed.
3. All equipment and/or materials are prohibited within the TPA. Including but not limited to cement wash-out, chemicals, fuel or equipment servicing.
4. Grade changes shall not occur within the TPA. No fill shall be added, removed or stored within the TPA with exception of prescribed potting soil (see item 10).
5. Brush and weeds occuring within the TPA shall be cleared by hand or utilizing only the mower of a light wheeled farm tractor (less than 60 hp). During such activities soil profiles shall not be disturbed.
6. Roto-tilling, disking, root raking or other clearing methods that disturb the soil profile are expressly prohibited.
7. Utility lines and/or irrigation lines shall not occur within the TPA.
8. Saved trees shall be pruned to remove dead and damaged wood, correct structural defects and to provide access and visibility.
9. Pruning shall be completed under direct observation by the Designated Forester of CPH Engineers, Inc. or owner designated ISA certified arborist and be accomplished by an arborist with five years or more experience pruning live oaks to ISA standards. Arborist must obtain approval from the owner prior to commencement of pruning activities. Two week advance notification is required.
10. Landscaping within TPA shall not disturb existing soil profiles. Eight inches of potting soil shall be imported and evenly spread to provide a planting medium within TPA.

TREE LEGEND

- = TREE TO BE REMOVED
- = TREE TO BE SAVED
- = TREE TO BE RELOCATED

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JAMES KEITH WEIR, RLA LA0000911 Oct 18, 2016

No.	Date	Revision	By
1	8/18/16	PER VILLAGE OF PALM SPRINGS COMMENTS	MDS

Designed by:	MDS
Drawn by:	ARS/JM
Checked by:	MDS
Approved by:	JKW
Scale:	1" = 20'
Date:	OCT. 2016
Job No.:	M29880

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Plans Prepared By:
CPH, Inc.
500 West Fulton St.
Sanford, Fl. 32771
Ph: 407.322.6841
Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
Arch. Lic. No. AA26009026
Lndscp. Lic. No. LC0000298

TREE RETENTION PLAN

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FOREST HILL & CONGRESS
PALM SPRINGS / FLORIDA

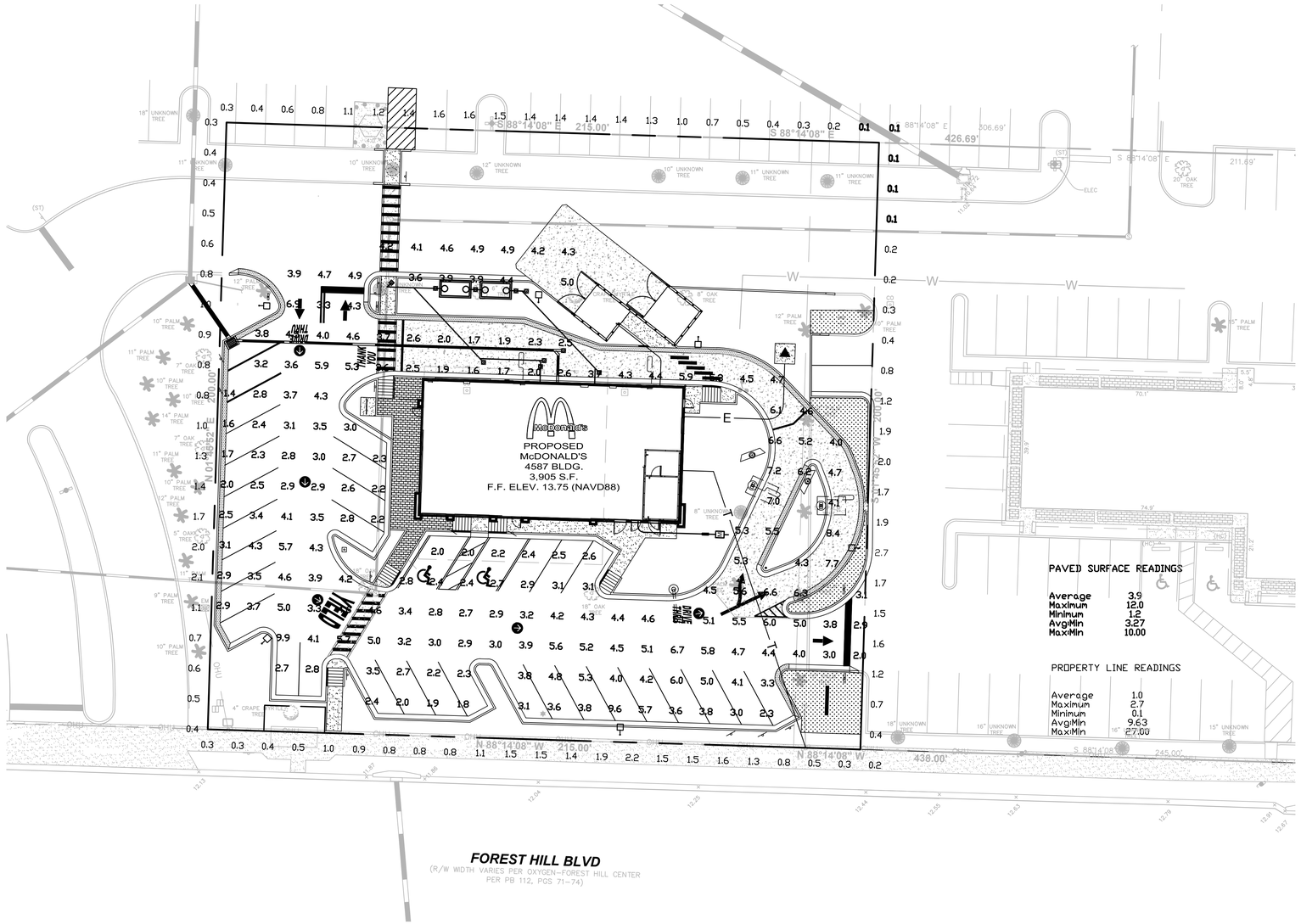
Sheet No.
TR-1

J:\M29880\Landscape\DWG\Preliminary\Design\Plans\M29880-LSP.dwg Oct 18, 2016 - 11:37am jmartinez

DRWG. NO. 1PCP31588A

NOTES:

1. THE FOOTCANDLE LEVELS AS SHOWN ARE BASED ON THE FOLLOWING CRITERIA. ANY SUBSTITUTIONS IN SPECIFIED FIXTURES OR CHANGES TO LAYOUT WILL AFFECT LIGHTING LEVELS SHOWN AND WILL NOT BE THE RESPONSIBILITY OF SECURITY LIGHTING.
2. THE CONTRIBUTION OF THE SOFFIT / BUILDING LIGHTING IS NOT REFLECTED ON THE DRAWING UNLESS SOFFIT / BUILDING LIGHTING IS SPECIFIED IN THE FIXTURE SCHEDULE BELOW.
3. DISTANCE BETWEEN READINGS 10'
4. FINAL ADJUSTMENTS TO AIMING ANGLE/DIRECTION OF FIXTURES MAY BE REQUIRED TO ELIMINATE LIGHT TRESPASS OR GLARE ONTO ADJOINING PROPERTIES OR ROADWAYS.



LP-1

** - SPECIFY COLOR

FIXTURE TYPE:	SYMBOL	FIXTURE QUANTITY	CONFIG	QUANTITY	TENON TOP FITTERS	QUANTITY	EPA	MOUNTING HEIGHT	LLF	POLE TYPE:	QUANTITY	WIND LOAD	ALLOWED EPA
VP-L-96NB-280-5k-T4-UNV-RA-**		6	SGL	6	TTFVIPER	6	1.00	25'	0.95	CONCRETE BY OTHERS	6		

THIS DRAWING MEETS OR EXCEEDS McDONALDS CURRENT ILLUMINATION SPECIFICATIONS OF A 3-4 FOOTCANDLE AVERAGE, UNLESS SUPERSEDED BY OTHER REQUIREMENTS.

THIS LAYOUT MAY NOT MEET TITLE 24 OR LOCAL ENERGY REQUIREMENTS. IF THIS LAYOUT NEEDS TO BE TITLE 24 COMPLIANT OR MEET OTHER ENERGY REQUIREMENTS, PLEASE CONSULT FACTORY WITH SPECIFIC DETAILS REGARDING PROJECT REQUIREMENTS SO THAT REVISIONS MAY BE MADE TO THE DRAWING.

THIS LIGHTING PATTERN REPRESENTS ILLUMINATION LEVELS CALCULATED FROM LABORATORY DATA TAKEN UNDER CONTROLLED CONDITIONS IN ACCORDANCE WITH ILLUMINATING ENGINEERING SOCIETY APPROVED METHODS. ACTUAL PERFORMANCE OF ANY MANUFACTURER'S LUMINAIRES MAY VARY DUE TO VARIATION IN ELECTRICAL VOLTAGE, TOLERANCE IN LAMPS, AND OTHER VARIABLE FIELD CONDITIONS.

UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE IN INCHES

NOTES:

SCALE 1' = 20' 0'	DATE	NEXT ASSEMBLY	REF. DRWGS.
DRAWN BY MW	8/4/16		
CHECKED BY			
APPROVED BY			
APPROVED BY		FINISH	
APPROVED BY			
SHOP ORDER		MATERIAL	
PROJECT NO.			

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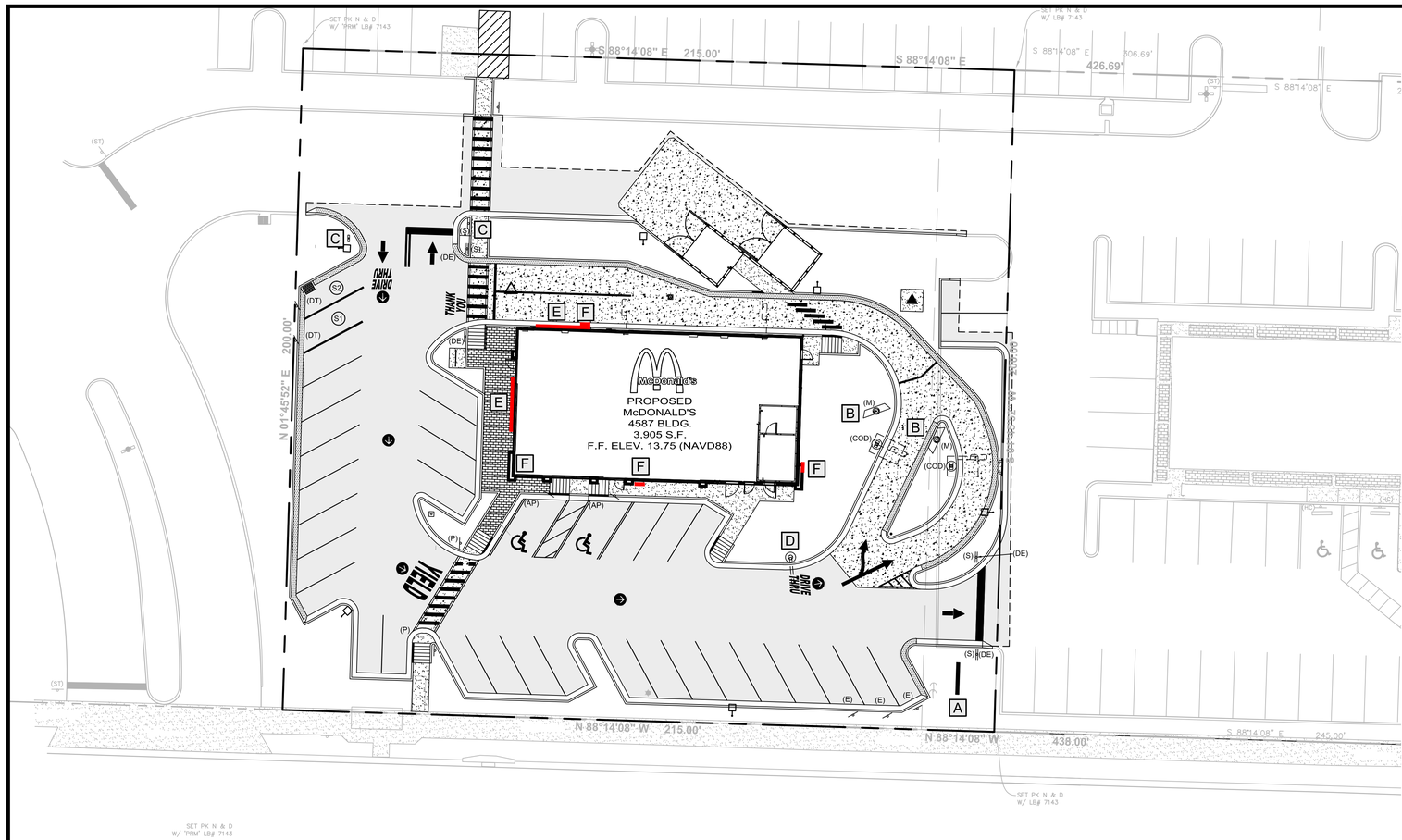
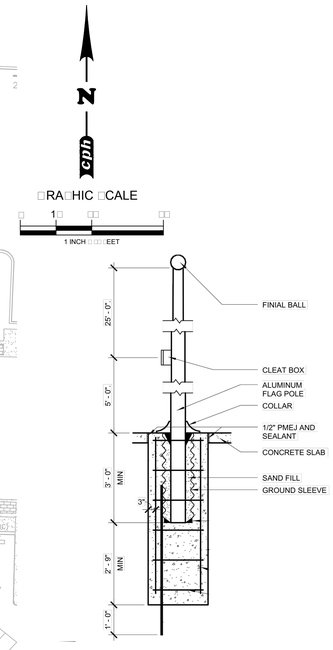
POINT-BY-POINT FOOTCANDLE PLOT FOR
- McDONALD'S -
FOREST HILL & CONGRESS
PALM SPRINGS, FL

DRAWING NUMBER
1PCP31588A





12 GROUND MOUNTED FLAGPOLE
N.T.S.

LEGEND

A	PROPOSED NEW DIGITAL MONUMENT SIGN WITH PLEXIGLAS PANELS, ILLUMINATED
B	PROPOSED DIGITAL MENU BOARD, ILLUMINATED
C	PROPOSED NEW 3 SQ. FT. DIRECTIONAL, ILLUMINATED
	PROPOSED WELCOME POINT GATEWAY
E	PROPOSED NEW 24" ILLUMINATED WORDMARK BUILDING SIGN, ILLUMINATED
	PROPOSED NEW 36" ILLUMINATED ARCH BUILDING SIGN, ILLUMINATED

SPECIFICATIONS

1. MONUMENT SIGN SPECIFICATIONS
   MAX. HEIGHT: 8 FEET
   MAX. AREA: 1 SQUARE FOOT FOR EACH LINEAL FOOT OF BUILDING FRONTAGE ALONG FOREST HILL BLVD, OR 1 SQUARE FOOT PER LINEAL FOOT OF STREET FRONTAGE, WHICHEVER IS GREATER

MENU BOARD
   MAX. HEIGHT: 7 FEET
   MAX. AREA: 45 SQ. FT.

3. DIRECTIONAL SIGN SPECIFICATIONS
   MAX. HEIGHT: 3 FEET
   MAX. AREA: 3 SQ. FT.

WALL BUILDING SIGNS SPECIFICATIONS
   MAXIMUM HEIGHT MORE THAN 1 FOOT TO THE PRIMARY FRONTAGE, FACING FOREST HILL BLVD
   MAXIMUM AREA CALC: 1 SQ. FT. PER LINEAL FT. OF BUILDING FRONTAGE
   ALLOWABLE SIGN AREA = 196.19 SF
   PROPOSED SIGN AREA = 10.875 SF

ECONOMY AREA FRONTAGE, FACING HOLLOWAY CENTER
   MAXIMUM AREA CALC: 1 SQ. FT. PER LINEAL FT. OF BUILDING FRONTAGE
   ALLOWABLE SIGN AREA = 50.74 SF
   PROPOSED SIGN AREA = 10.875 SF

c. ECONOMY AREA FRONTAGE, NORTH, FACING HOLLOWAY CENTER
   MAXIMUM AREA CALC: 1 SQ. FT. PER LINEAL FT. OF BUILDING FRONTAGE
   ALLOWABLE SIGN AREA = 98.09 SF
   PROPOSED SIGN AREA = 43.715 SF

d. ECONOMY AREA FRONTAGE, WEST, FACING HOLLOWAY CENTER
   MAX AREA 1 SQ. FT. PER LINEAL FT. OF BUILDING FRONTAGE
   ALLOWABLE SIGN AREA = 50.74 SF
   PROPOSED SIGN AREA = 32.84 SF

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No	Date	Revised	Drawn	Checked
1	Mar. 2016	PER VILLAGE & McDONALD'S COMMENTS	JT	C
2		PER VILLAGE OF PALM SPRINGS COMMENTS	JT	C

Plans Prepared By:
CPH, Inc.
500 West Fulton St.
Sanford, Fl. 32771
Ph: 407.322.6841
Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
Arch. Lic. No. AA26009026
Lndscp. Lic. No. LC0000298

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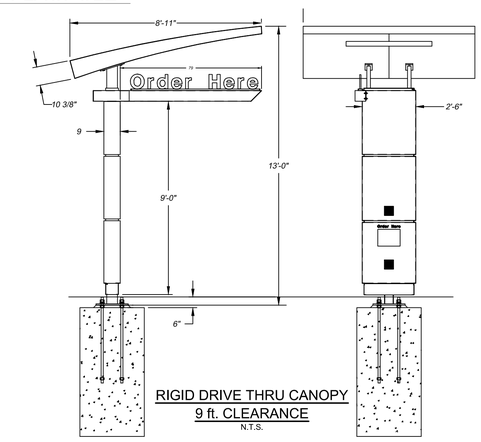
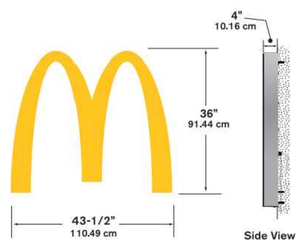
SIGN PLAN AND DETAILS

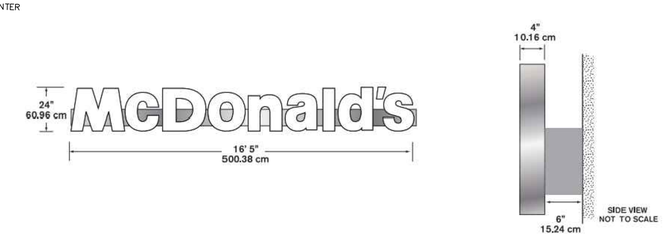
McDonald's
FOREST HILL & CONGRESS
PALM SPRINGS / FLORIDA

Sheet No.
C-14

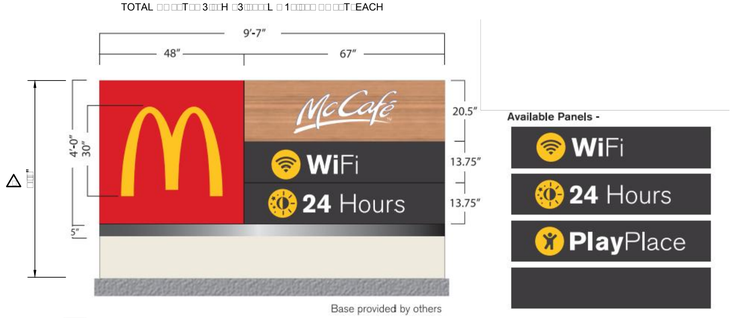




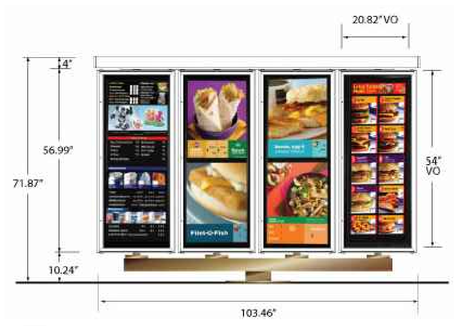
NEXT GEN 36" ILLUMINATED ARCH
SIGN AREA CALCULATION
TOTAL 3 SQ. FT. EACH



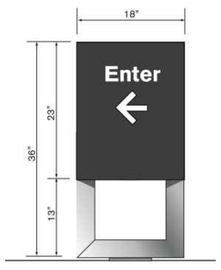
E NEXT GEN 24" ILLUMINATED WORDMARK BUILDING SIGN
SIGN AREA CALCULATION
TOTAL 1 SQ. FT. EACH



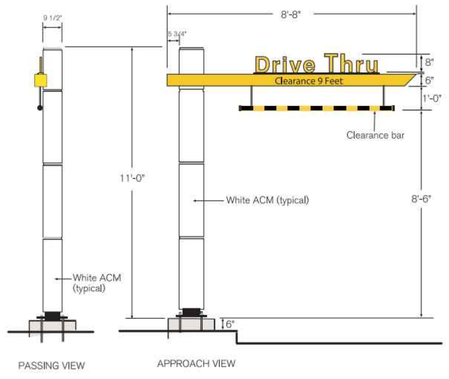
A NEXT GEN MONUMENT SIGN WITH FEATURE PANELS
SIGN AREA CALCULATION
TOTAL 33 SQ. FT.



B OPO OUTDOOR MENU BOARD 4-COLUMN
SIGN AREA CALCULATION
TOTAL 31.3 SQ. FT. EACH

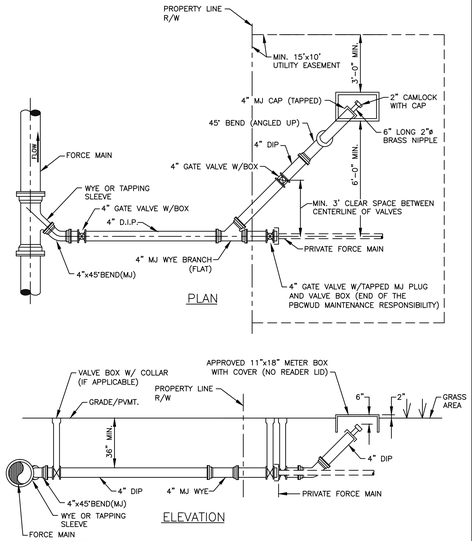


C NEXT GEN 3 SQ. FT. DIRECTIONAL
SIGN AREA CALCULATION
TOTAL 1 SQ. FT. EACH



WELCOME POINT GATEWAY

McDONALD'S PROJECT CODE

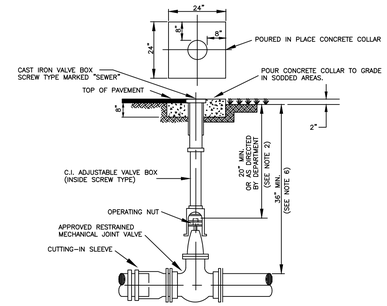


NOTE:

1. THE FLUSHING CONNECTION SHALL BE LOCATED IN GRASS AREA.
2. ALL 4" PIPES SHALL BE RESTRAINED.

CONNECTION OF PRIVATE FORCE MAIN
UNDER 4" IN DIAMETER

3□□



NOTES:

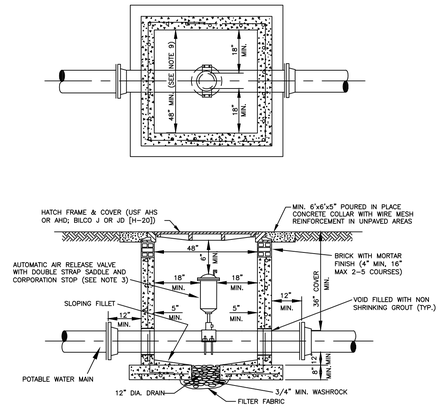
1. CONCRETE COLLAR IS NOT REQUIRED IN PAVED AREAS IF PAVEMENT SURFACE IS FINISHED PRIOR TO CONDITIONAL FINAL INSPECTION.
2. WHEN OPERATING NUT IS DEEPER THAN 36" A ONE PIECE EXTENSION WILL BE REQUIRED TO BRING OPERATING NUT 20"-30" BELOW FINISHED GRADE. EXTENSION BOLTS & NUTS ARE TO BE STAINLESS STEEL. A HIGH STRENGTH STEEL CENTERING PLATE, WELDED TO THE EXTENSION, IS ALSO REQUIRED.
3. VALVE BOXES SHALL HAVE COVERS MARKED "SEWER".
4. EXTENSION VALVE BOX TO BE D.I.P. OR C-900 PVC DR 18 (COLOR: GREEN).
5. A CUT-IN INSTALLATION SHALL REQUIRE MEGALUGS OR EQUAL THROUGHOUT ASSEMBLY.
6. IN ORDER TO MAINTAIN ADEQUATE COVER OVER VALVE NUT, THE FOLLOWING MINIMUM COVERS OVER PIPE ARE REQUIRED:

GATE VALVE SIZE	MIN. COVER OVER PIPE
16"	48"
20"	54"
24"	60"
30"	72"
36"	84"

7. PIPE SHALL BE RESTRAINED ON BOTH SIDES OF THE VALVE AS REQUIRED.
8. VALVES IN ROADWAYS SHALL BE LOCATED OUTSIDE OF WHEEL PATHS WHENEVER POSSIBLE.

TYPICAL FORCE MAIN GATE VALVE SETTING
AND CUT-IN DETAIL

3□□



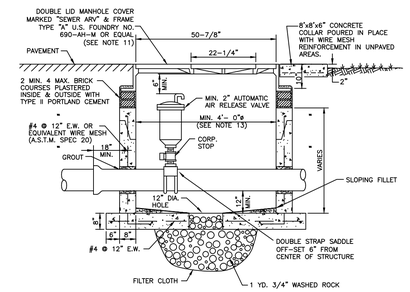
NOTES:

1. 4000 P.S.I. TYPE II CONCRETE
2. VAULT SHALL BE PRECAST WITH STEEL REINFORCING. SHOP DRAWING IS REQUIRED.
3. AIR RELEASE VALVE SHALL BE TYPE AND SIZE APPROPRIATE FOR SERVICE INTENDED. FORCE MAINS REQUIRE 2" MIN.
4. ALL OPENINGS SHALL BE SEALED WITH WATERPROOF NON-SHRINKING GROUT.
5. OTHER VAULT AND COVER DESIGNS MAY BE USED UPON SUBMITTAL AND APPROVAL OF SHOP DRAWINGS.
6. COAT INSIDE WITH AN APPROVED CORROSION BARRIER SYSTEM.
7. DUCTILE IRON PIPE IS REQUIRED THROUGH THE VAULT. NO PIPE JOINTS WITHIN THE VAULT.
8. THREADED AREAS OF CORPORATION STOP SHALL BE SPIRAL WRAPPED WITH TWO WRAPS OF TEFLON TAPE.
9. LARGER VAULTS WILL BE REQUIRED FOR PIPES LARGER THAN 12"

PIPE SIZE	MIN. VAULT SIZE
16"-24"	4'W x 5'L
30"-42"	4'W x 6'L

FORCE MAIN AIR RELEASE VALVE AND VAULT
OUTSIDE OF R/W, NON-TRAFFIC AREAS
OUTSIDE OF R/W

3□□



NOTES:

1. PRECAST CONCRETE TYPE # 4000 P.S.I. A SHOP DRAWING IS REQUIRED.
2. ALL OPENINGS SHALL BE SEALED WITH A WATERPROOF NON-SHRINKING GROUT.
3. LIFT HOLES ARE PERMITTED.
4. ALL PIPE HOLES SHALL BE PRECAST OR CORE-DRILLED.
5. MANHOLE FABRICATION SHALL BE IN ACCORDANCE WITH A.S.T.M. C-478 LATEST STANDARD.
6. COAT INSIDE WITH AN APPROVED PROTECTIVE CORROSION BARRIER SYSTEM.
7. CONCRETE COLLAR REQUIRED WHEN MANHOLE IS OUTSIDE OF PAVEMENT, SEE DETAIL.
8. AIR RELEASE VALVE SHALL BE TYPE AND SIZE APPROPRIATE FOR SERVICE INTENDED (2"MIN.).
9. DUCTILE IRON PIPE IS REQUIRED THROUGH THE MANHOLE. NO PIPE JOINTS INSIDE THE MANHOLE.
10. THREADED AREAS OF CORPORATION STOP SHALL BE SPIRAL WRAPPED WITH TWO WRAPS OF TEFLON TAPE.
11. FOR PIPES 12" AND SMALLER, AN ALTERNATIVE DESIGN WITH APPROVED 32" DIAMETER HINGED MANHOLE COVERS WILL BE CONSIDERED.
12. LARGER MANHOLES WILL BE REQUIRED FOR PIPES LARGER THAN 12"

PIPE SIZE	MIN. MANHOLE DIAMETER
16"-24"	60"
30"-42"	72"

FORCE MAIN AIR RELEASE VALVE AND MANHOLE
IN PAVED AREAS AND ROAD R/W

□□□

MIN. LENGTH OF PIPE (FEET) TO BE RESTRAINED

(SOURCES: EBAA IRON RESTRAINT LENGTH CALCULATION PROGRAM FOR PVC PIPE, RELEASE 3.1, AND DIPRA THRUST RESTRAINT FOR DUCTILE IRON PIPE, RELEASE 3.2)

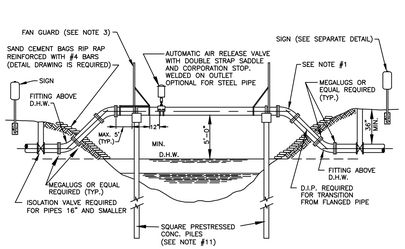
FITTING TYPE		PIPE SIZE											
		4"	6"	8"	10"	12"	16"	20"	24"	30"	36"	42"	48"
90° HORIZ. BEND		14	20	25	30	35	45	54	62	73	84	93	101
45° HORIZ. BEND		6	8	11	13	15	19	22	26	30	35	38	42
22.5° HORIZ. BEND		3	4	5	6	7	9	11	12	15	17	18	20
11.25° HORIZ. BEND		1	2	3	3	4	4	5	6	7	8	9	10
90° VERT. OFFSET	UPPER BEND	29	41	53	64	74	95	115	134	160	185	207	228
	LOWER BEND	7	10	13	16	19	25	30	35	42	49	56	62
45° VERT. OFFSET	UPPER BEND	12	19	24	29	34	39	48	56	66	77	86	94
	LOWER BEND	3	4	6	7	8	10	12	15	18	20	23	26
22.5° VERT. OFFSET	UPPER BEND	6	9	12	14	17	19	23	27	32	37	41	45
	LOWER BEND	1	2	4	4	4	5	6	7	8	10	11	12
11.25° VERT. OFFSET	UPPER BEND	3	4	6	7	8	9	11	13	16	18	20	22
	LOWER BEND	1	1	1	2	2	2	3	3	4	5	5	6
PLUG (DEAD END)		32	45	59	70	83	107	129	151	160	185	207	228
IN-LINE VALVE		32	45	45	45	45	55	65	80	85	95	105	115
TEE (BRANCH RESTRAINT)	4"X #	23	–	–	–	–	–	–	–	–	–	–	–
	6"X #	21	35	–	–	–	–	–	–	–	–	–	–
	8"X #	18	34	47	–	–	–	–	–	–	–	–	–
	10"X #	16	32	46	58	–	–	–	–	–	–	–	–
	12"X #	13	30	44	57	69	–	–	–	–	–	–	–
	16"X #	7	26	41	55	67	90	–	–	–	–	–	–
	20"X #	1	21	38	52	65	88	109	–	–	–	–	–
	24"X #	1	16	34	49	62	86	108	129	–	–	–	–
	30"X #	1	8	28	44	58	83	106	127	154	–	–	–
	36"X #	1	1	22	39	54	80	103	124	153	179	–	–
	42"X #	1	1	15	33	49	77	100	122	151	177	201	–
	48"X #	1	1	7	27	44	73	97	120	149	200	222	
REDUCER (LARGER PIPE RESTRAINT)	6"X #	23	–	–	–	–	–	–	–	–	–	–	–
	8"X #	38	25	–	–	–	–	–	–	–	–	–	–
	10"X #	57	43	24	–	–	–	–	–	–	–	–	–
	12"X #	72	60	44	41	–	–	–	–	–	–	–	–
	16"X #	99	90	78	75	45	–	–	–	–	–	–	–
	20"X #	123	116	107	105	81	45	–	–	–	–	–	–
	24"X #	146	140	132	131	111	82	45	–	–	–	–	–
	30"X #	157	153	148	141	133	113	87	56	–	–	–	–
	36"X #	182	179	175	169	163	147	126	101	56	–	–	–
	42"X #	205	202	199	194	189	175	150	136	100	54	–	–
	48"X #	226	224	221	217	213	201	187	169	138	98	53	–

NOTES:

1. THE DATA IN THE ABOVE TABLE ARE BASED UPON THE FOLLOWING INSTALLATION CONDITIONS:
   SOIL TYPE-SAND — TEST PRESSURE-150 PSI — DEPTH OF BURY-3'
   TRENCH TYPE-3 — SAFETY FACTOR- 1.5 — VERTICAL OFFSET-3'
   MINIMUM PIPE LENGTH ALONG TEE RUN-5'
2. THE RESTRAINED PIPE LENGTHS APPLY TO DUCTILE IRON AND PVC PIPE.
3. ALL JOINTS BETWEEN UPPER AND LOWER BENDS SHALL BE RESTRAINED.
4. RESTRAINED PIPE LENGTHS APPLY TO PIPE ON BOTH SIDES OF VALVES AND FITTINGS.
5. MULTIPLY PIPE LENGTH BY 1.4 FOR POLYETHYLENE ENCASED PIPE.
6. RESTRAINED PIPE LENGTHS EQUAL TO AN "INLINE VALVE" CONDITION ARE REQUIRED AT EACH END OF A TRANSITION FROM HDPE PIPE TO OTHER PIPE MATERIALS.
7. DESIGN ENGINEER IS RESPONSIBLE FOR PROPER RESTRAINT PIPE LENGTH SIZING FOR THE PROJECT.

MECHANICAL THRUST RESTRAINT MINIMUM PIPE LENGTHS
(FORCE MAINS)

□1□



NOTES:

1. ALL EXPOSED PIPE SHALL BE DUCTILE IRON OR PREFABRICATED STEEL WITH FLANGED FITTINGS AND PROFILED GASKETS. RETAINER GLANDS AND UNIFLANGE TYPE FITTINGS ARE NOT TO BE SUBSTITUTED FOR FLANGED FITTINGS. PREFABRICATED STEEL PIPE MAY INCORPORATE WELDED ON LONG RADIUS UPPER BENDS. PREFABRICATED FLANGED PIPE SHALL BE FACTORY TESTED.
2. SPAN LENGTHS AS REQUIRED BY PERMITTING AGENCY
3. FAN GUARDS ARE REQUIRED. SEE FAN GUARD/PILE CAP DESIGN DETAILS, FOR ADDITIONAL REQUIREMENTS. ACCESS PLATFORM AND GATE REQUIRED ON ARV SIDE ONLY.

4A. ALL EXPOSED PIPING SHALL BE PAINTED AS SPECIFIED IN THE APPROVED MATERIAL LIST.

4B. ALL HARDWARE SHALL BE PAINTED WITH COAL-TAR EPOXY.

5. PIPE SHALL BE CRADLED ON ⅜" THICK NEOPRENE. (DUROMETER GRADE 50) CURRENT FDOT STANDARDS APPLY. NEOPRENE IS REQUIRED AT ALL STRAPS INSTALLED OVER STEEL PIPE. NEOPRENE SHALL EXTEND 1" BEYOND THE EDGES OF CRADLE AND STRAPS.
6. TIE-DOWN STRAPS MUST PROPERLY FIT AND SECURE PIPE IN CRADLE.
7. PIPE CRADLE IN CAP SHALL CONTACT ⅓ CIRCUMFERENCE OF PIPE. (SEE FAN GUARD DETAIL)
8. SHOW EXISTING CANAL CROSS SECTION, ULTIMATE CANAL SECTION, AND RELEVANT ELEVATIONS AND DISTANCES ON A TO SCALE DETAIL DRAWING.
9. PILE LIFT CABLE SHALL BE REMOVED BELOW SURFACE; HOLE SHALL BE FILLED WITH EPOXY CEMENT.
10. THREADED AREAS OF BRASS FITTINGS SHALL BE SPIRAL WRAPPED WITH TWO WRAPS OF TEFLON TAPE.
11. THE PILES AND CAP DESIGN SHALL BE SHOWN ON TO SCALE SIGNED AND SEALED DETAIL DRAWINGS. MIN. 12"x12" TYPE 1A FLORIDA DOT INDEX PILES ARE REQUIRED. PILE PENETRATION BELOW CANAL BOTTOM SHALL BE 15' MINIMUM. MINIMUM LOAD CAPACITY OF 20 TONS PER PILE IS REQUIRED (FDOT STANDARDS APPLY). SIGNED AND SEALED SHOP DRAWINGS ARE REQUIRED.
12. PREFABRICATED STEEL PIPE SHALL HAVE WELDED ON BEARING PADS EXTENDING MIN. 1" BEYOND PIPE CRADLE. THE PADS SHALL BE INSTALLED BY STEEL PIPE MANUFACTURER PRIOR TO PAINTING.
13. FORCE MAIN CROSSINGS OVER BODIES OF WATER MAY BE SUBJECT TO A D.E.P. "NOTICED GENERAL ENVIRONMENTAL RESOURCE PERMIT" (NGP)

TYPICAL FORCE MAIN AERIAL CANAL CROSSING –
SINGLE PIPE (SINGLE PILES)

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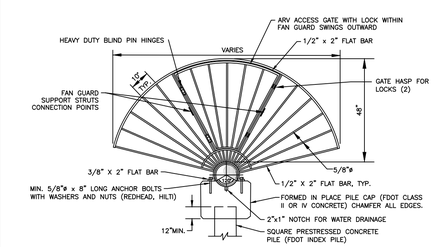

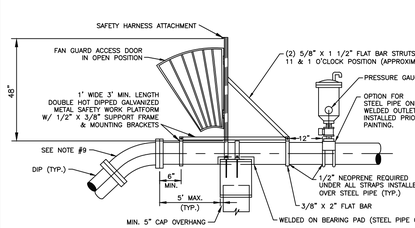

NOTES:

1. FAN GUARDS SHALL BE PLACED AT EACH END OF CANAL CROSSING.
2. HARDWARE SHALL BE PAINTED WITH COAL TAR EPOXY.
3. FANGUARD WITH HARDWARE SHALL BE FABRICATED FROM DOUBLE HOT DIPPED GALVANIZED STEEL.
4. SHOP DRAWINGS FOR FANGUARDS, CAPS, AND PILES MUST BE SUBMITTED TO PBCWUD FOR REVIEW AND APPROVAL PRIOR TO PRE-CONSTRUCTION MEETING.
5. REINFORCING STEEL SHALL CONFORM TO ASTM A-615, GRADE 60. MIN. 2" CONCRETE COVER OVER ALL STEEL.
6. SEE "TYPICAL CANAL CROSSING DETAIL" FOR ADDITIONAL REQUIREMENTS.
7. NO WELDING OF REBAR TO REBAR OR REBAR TO PILE STRANDS SHALL BE ALLOWED.
8. DESIGN DRAWINGS ARE REQUIRED.
9. LONG RADIUS WELDED ON UPPER BENDS ARE ACCEPTABLE FOR STEEL PIPE.
10. IF A PILE/CAP STEEL CONNECTION IS REQUIRED BY DESIGNING ENGINEER, MIN. (4) #8 REINFORCEMENT BARS SHALL BE DRILLED AND DOWELED (EPOXIED) MIN. 16" DEEP INTO THE PILE AND TIED WITH THE CAP STEEL.
11. ACCESS PLATFORM AND GATE REQUIRED ON ARV SIDE ONLY.

FAN GUARD/ PILE CAP DESIGN –
SINGLE PIPE (SINGLE PILES)

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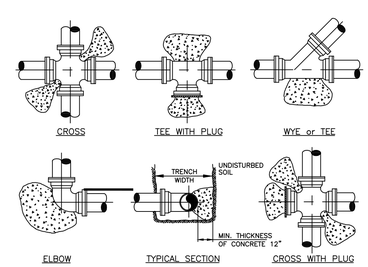

PIPE	THRUST BLOCK AREA REQ'D	REMARKS	NOTE: FOR OTHER FITTINGS USE THE FOLLOWING FACTORS.
4"	2.0 SQ. FT.	VALUES ARE FOR 90° BEND, BASED ON 2000 P.S.F. SAFE BEARING LOAD AND PIPE PRESSURE OF 150 P.S.I. FOR OTHER SOILS & PRESSURES THE AREA REQUIRED IS IN DIRECT PROPORTION	TEE 100% 45° BEND 71% 22 1/2° BEND 39% 11 1/4° BEND 20% DEAD END 100%
6"	4.0 SQ. FT.		
8"	6.6 SQ. FT.		
10"	10.0 SQ. FT.		
12"	14.0 SQ. FT.		
14"	18.6 SQ. FT.		

NOTES:

1. CONCRETE THRUST BLOCKS OR THRUST COLLARS MAY BE UTILIZED ONLY IF NECESSARY FOR CONNECTIONS TO AN EXISTING PIPING SYSTEM. OTHERWISE MECHANICAL RESTRAINTS SHALL BE USED. KEEP "T" BOLTS CLEAR OF CONCRETE, WRAPPED IN VISQUEEN FOR FUTURE ACCESS, WITH A MINIMUM OF 1' THICKNESS BETWEEN THE FITTING AND SOIL.
2. BEFORE POURING CONCRETE, PLUGS SHALL BE WRAPPED WITH VISQUEEN AND A BOARD PLACED IN FRONT.
3. CONCRETE SHALL BE 2500 P.S.I. MINIMUM.
4. THE ENGINEER OF RECORD SHALL SUBMIT A THRUST BLOCK SIZE CALCULATION FOR TEE CONNECTIONS INTO UNRESTRAINED EXISTING MAINS LARGER THAN 14".
5. THE ENGINEER OF RECORD SHALL SUBMIT A PIPE RESTRAINT DESIGN FOR INLINE EXTENSIONS OF A EXISTING UNRESTRAINED MAIN IF MECHANICAL JOINT RESTRAINT CAN NOT BE INSTALLED ON THE EXISTING MAIN.

TYPICAL THRUST BLOCKS FOR PRESSURE PIPING

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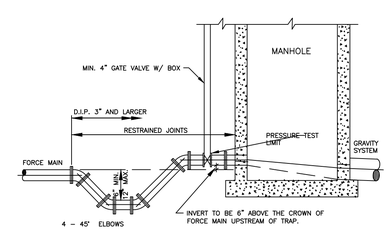

NOTES:

1. FORCE MAIN TO ENTER MANHOLE AS CLOSE AS POSSIBLE TO 180° TO GRAVITY OUTLET.
2. THE INVERT LEVEL OF FORCE MAIN AT POINT OF ENTRY SHALL BE 6" ABOVE OUTFLOW INVERT OF MANHOLE.
3. CORE ENTRY ONLY INTO EXISTING MANHOLES.
4. TRAP TO BE LOCATED PRIOR TO DROP INTO MANHOLE AND OUTSIDE OF PAVED AREAS.
5. USE TWO 45° ELBOWS PAST TRAP IF ELEVATION DROP IS REQUIRED TO ENTER MANHOLE.
6. CAST-IN OR FIELD INSTALLED FLOW CHANNEL IS REQUIRED.
7. MANHOLE WALL TO BE COATED WITH AN APPROVED SOLID THERMOPLASTIC CAST-IN CORROSION BARRIER SYSTEM.
8. TRAP JOINTS TO BE RESTRAINED.

FORCE MAIN ENTERING MANHOLE

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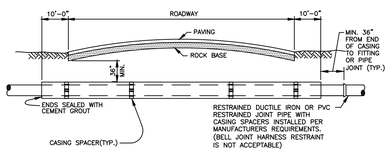

CARRIER PIPE SIZE	STEEL CASING INSIDE DIAMETER (MIN)	MINIMUM WALL THICKNESS (SEE NOTE 2)
4"	12"	.188
6"	14"	.250
8"	20"	.250
10"	20"	.250
12"	24"	.250
14"	24"	.250
16"	30"	.312
18"	30"	.312
20"	36"	.372
24"	42"	.500
30"	48"	.500
36"	54"	.625
42"	60"	.625
48"	72"	.625

NOTE:

1. A TO-SCALE PROFILE DRAWING FOR EACH UTILITY MAIN JACK AND BORE IS REQUIRED. ALL RELEVANT DATA MUST BE SHOWN (LENGTH AND SIZE OF CASING, PIPE CONFLICTS, ELEVATIONS, ETC.)
2. THICKER WALL CASINGS AND LARGER COVER OVER CASING MAY BE REQUIRED BY THE RIGHT-OF-WAY OWNER.
3. STEEL CASING SHALL BE COATED OUTSIDE WITH COAL TAR EPOXY (MIN. 16 MILS DFT).
4. PIPE IN CASING SHALL BE PULLED TO FULLY ENGAGE RESTRAINT.

WASTEWATER MAIN CASING INSTALLATION

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WASTEWATER #5
STANDARD DETAILS

CONSULTANT:

Xre□W□W□□ □TAN□AR□ □ETAIL□□□T□□□□1□W□□□□N□HINE LO□O□d□□

DESIGNED BY: WUD

DRAWN BY: WUD CADD
CHECKED BY: A. GALICKI
APPROVED BY: WUD

Palm Beach County
Water Utilities Department
P.O.Box 16097
West Palm Beach, FL 33416-6097

Aug 18, 2016

PROJECT NO.
00-000

McDONALD'S
FOREST HILL & CONGRESS

PALM BEACH COUNTY
WATER UTILITIES DEPARTMENT
P.O. BOX 16097
WEST PALM BEACH, FL 33416
(561)493-6000

NO.	DATE	REVISION / REMARKS	BY
	FEB. 2015	GENERAL REVISION	A.G.
	MAY 2016	GENERAL REVISION	A.G.

STD DETAILS

SHEET NUMBER
C-13
OF
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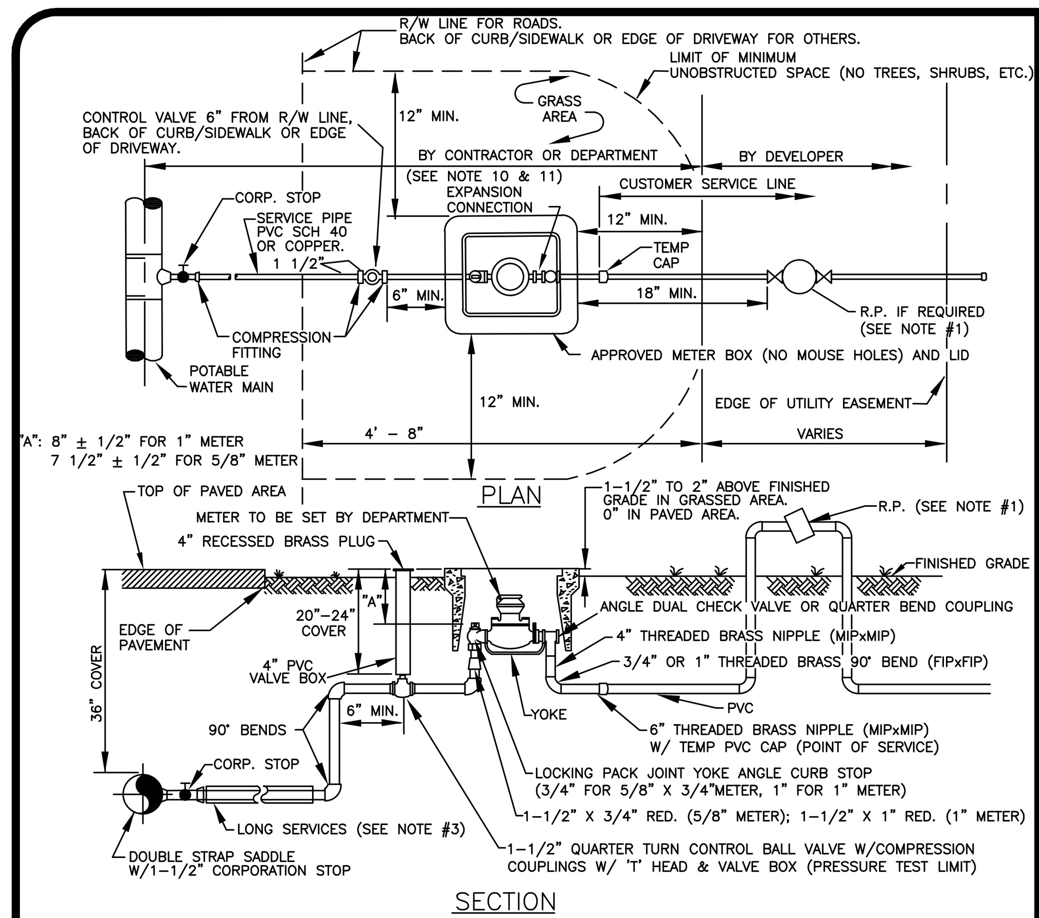

NOTES:

1. ALL NON-RESIDENTIAL SERVICES, SERVICES FOR ALL BUILDINGS OVER THREE STORIES, AND RESIDENTIAL SERVICES WITH INDIVIDUALLY METERED RECLAIMED WATER SERVICE TO HAVE AN APPROVED REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY (R.P.). THE INITIAL TEST OF THE R.P. SHALL BE PERFORMED BY THE DEPARTMENT. THE R.P. SHALL BE INSTALLED AS CLOSE AS POSSIBLE TO THE POINT OF SERVICE.
2. 12" MINIMUM CLEARANCE TO BE MAINTAINED BETWEEN METER BOX AND ANY OBSTRUCTION.
3. FOR INSTALLATION OF SERVICES UNDER DRIVEWAYS AND ROADWAYS USE MIN. 3" DIAMETER BLACK IRON, PVC SCH 40 OR HDPE SDR 9 CASING. CASING SHALL EXTEND MIN. 24" BEYOND EDGE OF PAVEMENT. END OF CASING TO BE SEALED WITH CEMENT. CASING SHALL BE COLOR-CODED BLACK, WHITE, BLUE, OR BLUE STRIPED.
4. SUCCESSIVE TAPS INTO THE WATER MAIN SHALL BE SPACED A MINIMUM OF 18" APART. TAPS ON SAME SIDE OF A PVC PIPE SECTION SHALL BE MIN. 10' APART
5. METER SHALL NOT BE PLACED IN SIDEWALK OR DRIVEWAY AREAS. SERVICE LINES AND TAPS SHALL NOT BE PLACED UNDER DRIVEWAYS WHENEVER POSSIBLE..
6. COPPER SHALL BE "TYPE K" CONTINUOUS AND SUITABLE FOR UNDERGROUND SERVICE WITH FLARED CONNECTIONS. PVC SHALL BE SCH. 40 PIPE WITH SCH 80 PVC FITTINGS. ALL BRASS SHALL BE "LEAD FREE".
7. MAXIMUM SERVICE LENGTH IS 100' TO METER.
8. BEDDING (MIN. 4") AND COVER (MIN. 4") OVER SERVICE LINE OR CASING SHALL CONSIST OF FINE GRANULAR MATERIAL. UNSUITABLE IN-SITU MATERIALS SUCH AS MUCK, DEBRIS AND LARGER ROCKS SHALL BE REMOVED WITH 2" MAXIMUM SIZE.
9. METER/SERVICE WILL NOT BE INSTALLED/ACTIVATED UNTIL:
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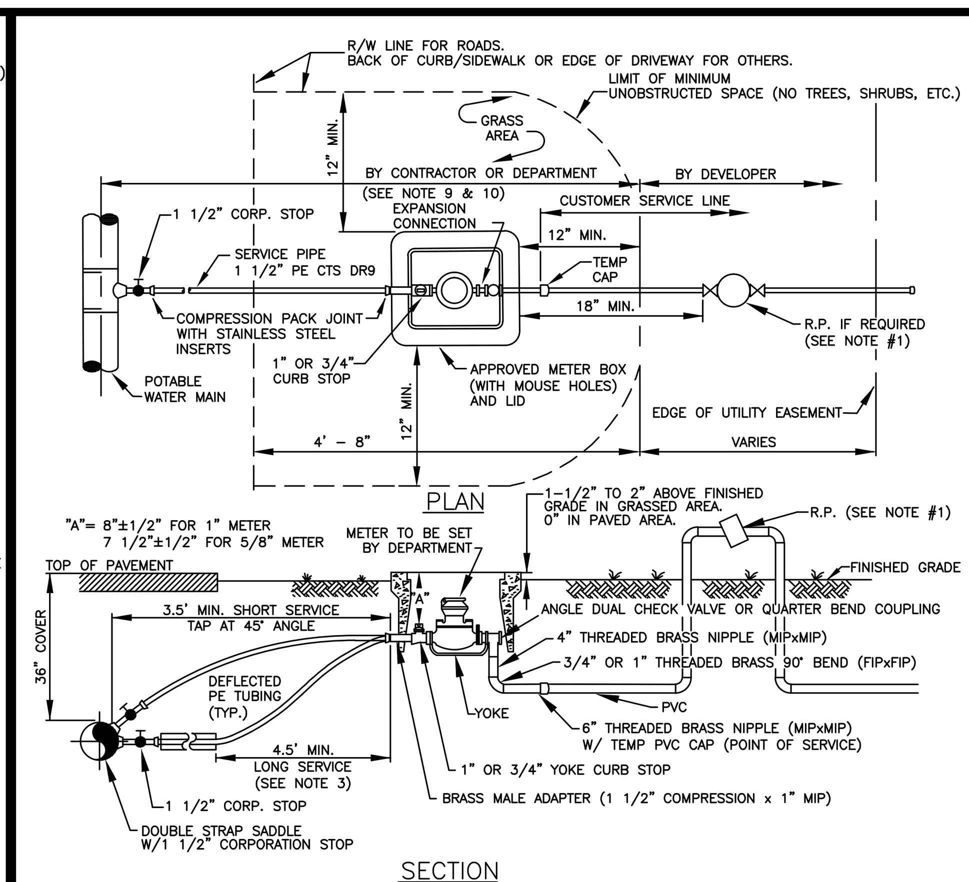
14. A 12" THICK COMPACTED 3/4" ROCK BASE IS REQUIRED FOR METER BOXES OUTSIDE OF GRASS AREA. THE BASE SHALL EXTEND MIN. 12" BEYOND THE METER BOX PERIMETER.

POTABLE WATER SERVICE SINGLE 5/8" X 3/4" & 1" METER INSTALLATION DETAIL (PVC)

1W



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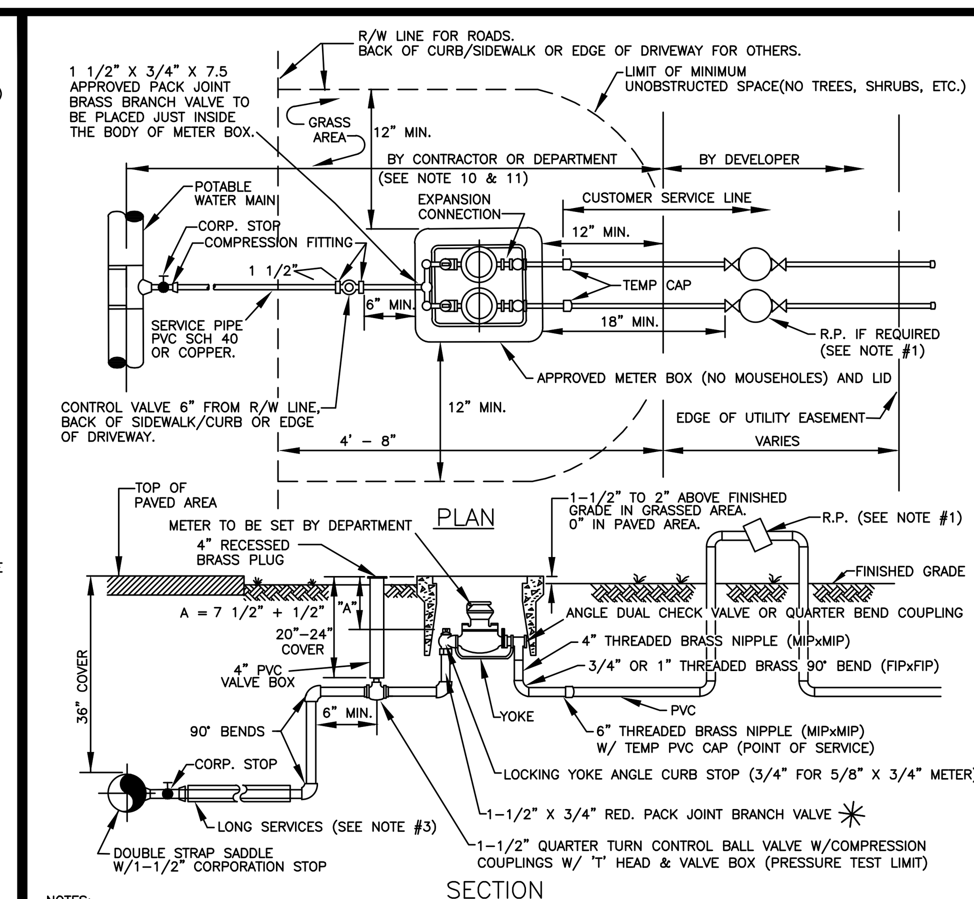
13. A 12" THICK COMPACTED 3/4" ROCK BASE IS REQUIRED FOR METER BOXES OUTSIDE OF GRASS AREA. THE BASE SHALL EXTEND MIN. 12" BEYOND THE METER BOX PERIMETER.

POTABLE WATER SERVICE SINGLE 5/8" X 3/4" & 1" METER INSTALLATION DETAIL (POLYETHYLENE)

□W



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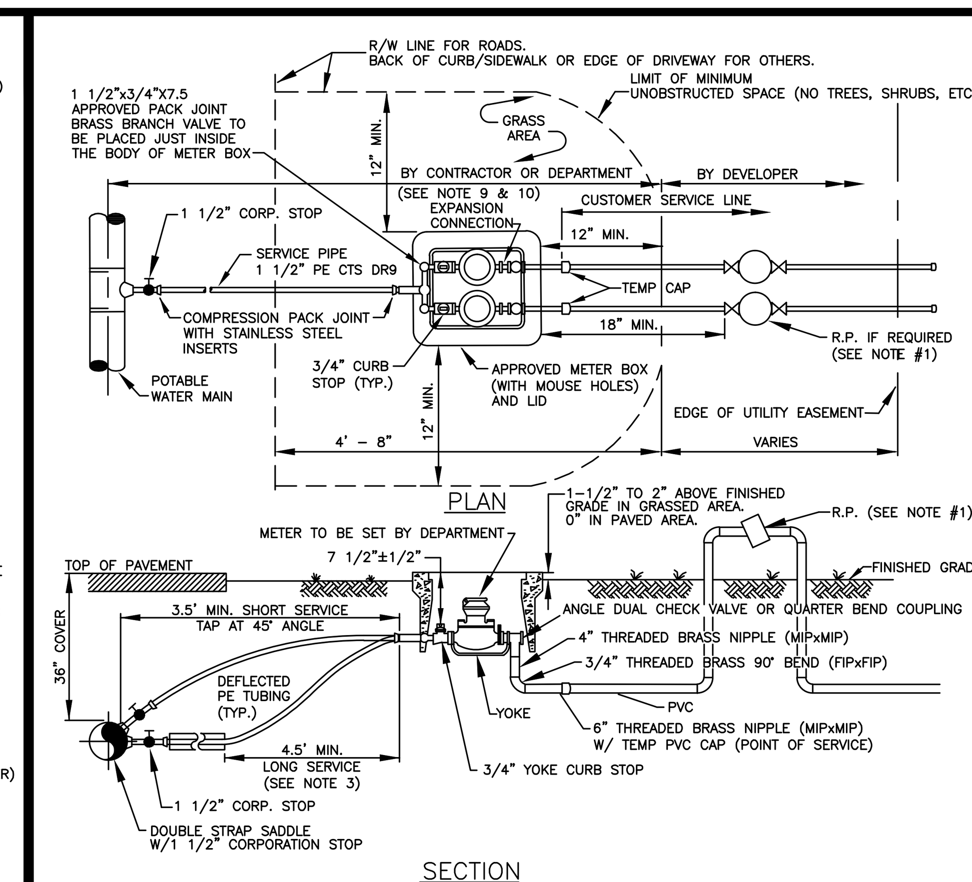
14. A 12" THICK COMPACTED 3/4" ROCK BASE IS REQUIRED FOR METER BOXES OUTSIDE OF GRASS AREA. THE BASE SHALL EXTEND MINIMUM 12" BEYOND THE METER BOX PERIMETER.

POTABLE WATER SERVICE DUAL 5/8" X 3/4" METER INSTALLATION DETAIL (PVC)

3W



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POTABLE WATER SERVICE DUAL 5/8" X 3/4" METER INSTALLATION DETAIL (POLYETHYLENE)

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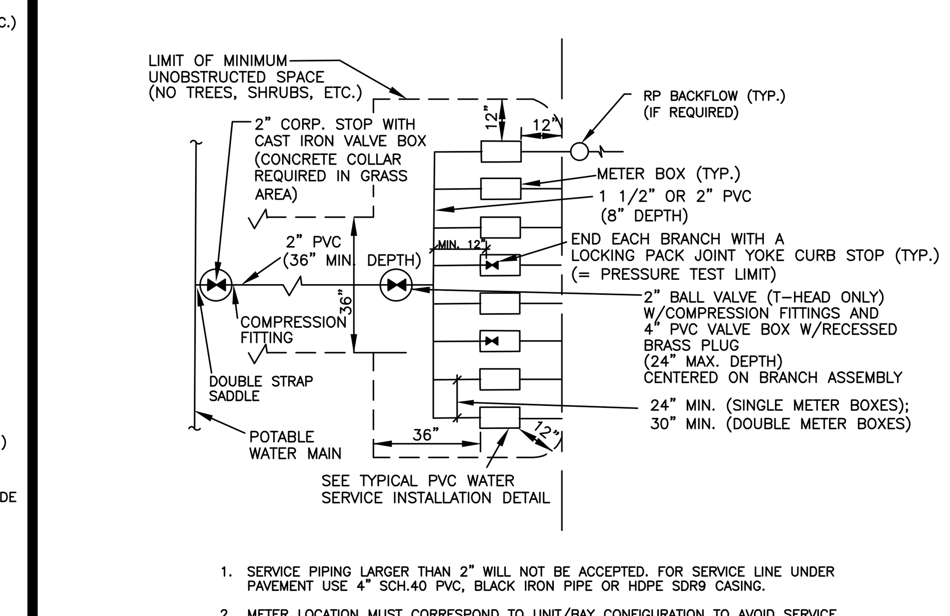

1. SERVICE PIPING LARGER THAN 2" WILL NOT BE ACCEPTED. FOR SERVICE LINE UNDER PAVEMENT USE 4" SCH.40 PVC, BLACK IRON PIPE OR HDPE SDR9 CASING.
2. METER LOCATION MUST CORRESPOND TO UNIT/BAY CONFIGURATION TO AVOID SERVICE LINE CROSSINGS.
3. METER/SERVICE WILL NOT BE INSTALLED/ACTIVATED UNTIL:
   A. – FORM BOARDS FOR DRIVEWAY AND/OR SIDEWALK ARE IN PLACE OR
   – DRIVEWAY OR SIDEWALK IS IN PLACE
   B. "MINIMUM UNOBSTRUCTED SPACE" (AS SHOWN) IS PROVIDED.
   C. REQUIRED BACKFLOW PREVENTION ASSEMBLY/DEVICE IS INSTALLED AND HAS PASSED THE INITIAL TEST.
4. TYPICAL SERVICE INSTALLATION DETAILS APPLY.
5. THE DEVELOPER/PROPERTY OWNER OR ASSIGNEE SHALL BE RESPONSIBLE FOR SERVICE INSTALLATION BEYOND PRESSURE TEST LIMITS AS SPECIFIED BY THE DEPARTMENT.
6. THREADED AREAS OF CORPORATION STOP AND OTHER FITTINGS SHALL BE SPIRAL WRAPPED WITH TWO (2) WRAPS OF TEFLON TAPE. ALL BRASS SHALL BE "LEAD FREE".
7. MAX. (8) 5/8" METERS OR MAX. (4) 1" METERS MAY BE CONNECTED TO A SINGLE 2" SERVICE LINE.
8. PLEASE NOTE THAT ADDITIONAL UNOBSTRUCTED SPACE WILL BE REQUIRED FOR THE INSTALLATION OF A BACKFLOW PREVENTERS (IF REQUIRED).

POTABLE WATER TYPICAL CONNECTION FOR MULTIPLE SERVICES

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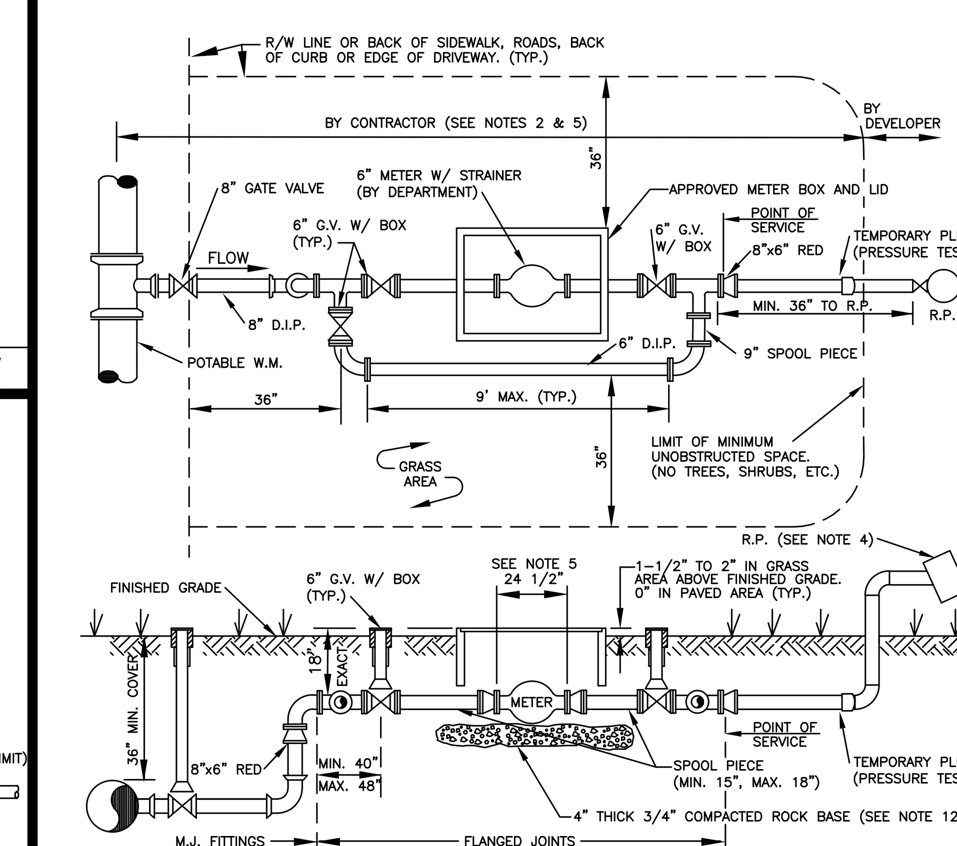
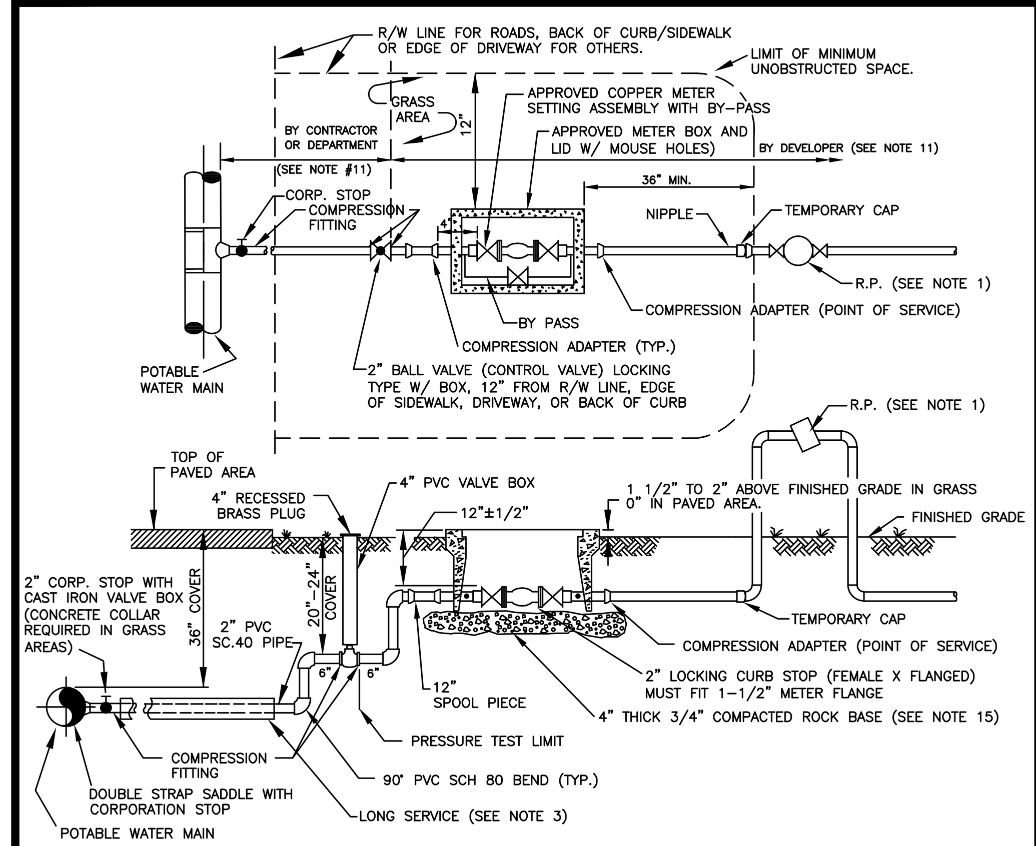


NOTES:

1. ALL SERVICE PIPING SHALL BE 6" DUCTILE IRON WITH 6" GATE VALVES WITH VALVE BOXES AND CONCRETE COLLARS (IF APPLICABLE).
2. ONLY APPROVED METER BOXES SHALL BE USED. THE BOX SHALL BE PROVIDED BY CUSTOMER AND PLACED ABOVE GROUND NEAR THE METER LOCATION. PROPERTY OWNER SHALL EXCAVATE THE METER BOX AREA, EXPOSE THE BYPASS PIPING, THEN INSTALL THE BOX AND BACKFILL THE AREA AFTER METER INSTALLATION.
3. APPROVED RESTRAINED FLANGED ADAPTERS ARE REQUIRED.
4. ALL SERVICES TO HAVE AN APPROVED REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY (R.P.). THE INITIAL TEST OF THE R.P. SHALL BE PERFORMED BY THE DEPARTMENT. THE R.P. SHALL BE INSTALLED AS CLOSE AS POSSIBLE TO THE POINT OF SERVICE.
5. WATER METER SHALL BE INSTALLED BY THE DEPARTMENT. LAYING LENGTH OF THE METER TO BE CONFIRMED PRIOR TO SERVICE INSTALLATION.
6. SERVICE COMPONENTS SHALL BE CONSTRUCTED FOR THE METER TO BE INSTALLED "TRUE" AND "PLUMB" AND TO ALLOW METER READING THROUGH THE METER READER LID.
7. THE ENTIRE ASSEMBLY (WITHOUT METER/SPOOL PIECES AS SHOWN) SHALL BE PRESSURE TESTED AS REQUIRED.
8. METER/SERVICE WILL NOT BE INSTALLED/ACTIVATED UNTIL:
   A. –FORM BOARDS FOR DRIVEWAY AND/OR SIDEWALK ARE IN PLACE OR
   –DRIVEWAY OR SIDEWALK IS IN PLACE
   B. "MINIMUM UNOBSTRUCTED SPACE" (AS SHOWN) IS PROVIDED. MIN. 12" VERTICAL SEPARATION IS REQUIRED TO OTHER UTILITIES.
   C. REQUIRED BACKFLOW PREVENTION ASSEMBLY IS INSTALLED AND HAS PASSED THE INITIAL TEST.
9. BYPASS PIPING SHALL BE INSTALLED ON THE RIGHT SIDE OF METER IN DIRECTION OF FLOW UNLESS OTHERWISE APPROVED BY COUNTY.
10. ALL HARDWARE FOR FLANGED CONNECTIONS (BOLTS, ETC.) TO BE STAINLESS STEEL.
11. METER BOXES IN NON-GRASS AREAS SHALL HAVE TRAFFIC RATED LIDS.
12. A 4" THICK COMPACTED 3/4" ROCK BASE IS REQUIRED. THE BASE SHALL EXTEND MINIMUM 12" BEYOND THE METER BOX PERIMETER.
13. THIS DESIGN IS NOT APPLICABLE FOR BULK WATER SERVICE CONNECTIONS.

POTABLE WATER 6" METER INSTALLATION

1□W

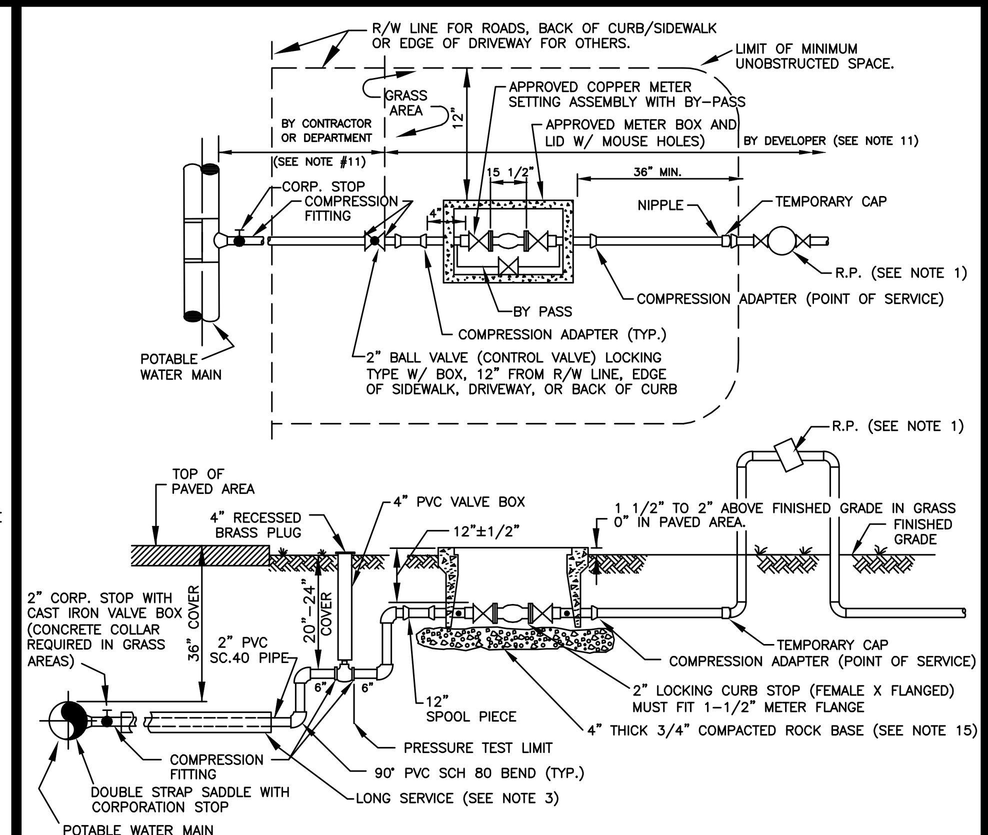


NOTES:

1. ALL SERVICES TO HAVE AN APPROVED REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY (R.P.). THE INITIAL TEST OF THE R.P. SHALL BE PERFORMED BY THE DEPARTMENT. THE R.P. SHALL BE INSTALLED AS CLOSE AS POSSIBLE TO THE POINT OF SERVICE.
2. 12" MINIMUM CLEARANCE TO BE MAINTAINED BETWEEN METER BOX/BYPASS AND ANY OBSTRUCTION.
3. FOR INSTALLATION OF SERVICES UNDER DRIVEWAYS AND ROADWAYS, USE MIN. 4" DIAMETER BLACK IRON, PVC SCH 40, OR HDPE SDR 9 CASING. CASING SHALL EXTEND MIN. 24" BEYOND EDGE OF PAVEMENT. CASING TO BE SEALED WITH CEMENT. CASING SHALL BE COLOR-CODED BLACK, WHITE, BLUE, OR BLUE STRIPED.
4. SUCCESSIVE TAPS INTO THE WATER MAIN SHALL BE SPACED A MINIMUM OF 18" APART. TAPS SPACED BETWEEN 18" AND 48" SHALL BE OFFSET TO EACH SIDE OF THE MAIN. TAPS ON THE SAME SIDE OF A PVC PIPE SECTION SHALL BE MIN. 10' APART.
5. METER SHALL NOT BE PLACED IN SIDEWALK OR DRIVEWAY AREAS. SERVICE LINES AND TAPS SHALL NOT BE PLACED UNDER DRIVEWAYS WHENEVER POSSIBLE.
6. MAXIMUM SERVICE LENGTH IS 100' TO METER.
7. BEDDING (MIN. 4") AND COVER (MIN. 4") OVER SERVICE LINE OR CASING SHALL CONSIST OF FINE GRANULAR MATERIAL. UNSUITABLE IN-SITU MATERIALS SUCH AS MUCK, DEBRIS AND LARGER ROCKS SHALL BE REMOVED WITH 2" MAXIMUM SIZE.
8. METER/SERVICE WILL NOT BE INSTALLED/ACTIVATED UNTIL:
   A. –FORM BOARDS FOR DRIVEWAY AND/OR SIDEWALK ARE IN PLACE OR
   –DRIVEWAY OR SIDEWALK IS IN PLACE
   B. "MINIMUM UNOBSTRUCTED SPACE" (AS SHOWN) IS PROVIDED. MIN. 12" VERTICAL SEPARATION IS REQUIRED TO OTHER UTILITIES.
   C. REQUIRED BACKFLOW PREVENTION ASSEMBLY IS INSTALLED AND HAS PASSED THE INITIAL TEST.
9. SERVICE COMPONENTS SHALL BE CONSTRUCTED FOR THE METER TO BE INSTALLED "TRUE" AND "PLUMB" AND TO ALLOW METER READING THROUGH THE METER READER LID.
10. APPROVED COPPER METER SETTING ASSEMBLY REQUIRED.
11. METER TO BE INSTALLED BY THE DEPARTMENT. THE PIPING BEYOND THE CONTROL VALVE SHALL BE INSTALLED BY THE DEVELOPER OR THE DEPARTMENT, DEPENDING ON THE TYPE OF SERVICE INSTALLATION REQUESTED.
12. ALL HARDWARE FOR FLANGED CONNECTIONS (BOLTS, ETC.) TO BE STAINLESS STEEL.
13. THREADED AREAS OF CORPORATION STOP AND OTHER FITTINGS SHALL BE SPIRAL WRAPPED WITH TWO (2) WRAPS OF TEFLON TAPE. ALL BRASS SHALL BE "LEAD FREE".
14. METER BOXES IN NON-GRASS AREAS SHALL HAVE TRAFFIC RATED LIDS.
15. A 4" THICK COMPACTED 3/4" ROCK BASE IS REQUIRED. THE BASE SHALL EXTEND MINIMUM 12" BEYOND THE METER BOX PERIMETER.

POTABLE WATER 1 1/2" METER INSTALLATION

□W



NOTES:

1. ALL SERVICES TO HAVE AN APPROVED REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY (R.P.). THE INITIAL TEST OF THE R.P. SHALL BE PERFORMED BY THE DEPARTMENT. THE R.P. SHALL BE INSTALLED AS CLOSE AS POSSIBLE TO THE POINT OF SERVICE.
2. 12" MINIMUM CLEARANCE TO BE MAINTAINED BETWEEN METER BOX/BYPASS AND ANY OBSTRUCTION.
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6. MAXIMUM SERVICE LENGTH IS 100' TO METER.
7. BEDDING (MIN. 4") AND COVER (MIN. 4") OVER SERVICE LINE OR CASING SHALL CONSIST OF FINE GRANULAR MATERIAL. UNSUITABLE IN-SITU MATERIALS SUCH AS MUCK, DEBRIS AND LARGER ROCKS SHALL BE REMOVED WITH 2" MAXIMUM SIZE.
8. METER/SERVICE WILL NOT BE INSTALLED/ACTIVATED UNTIL:
   A. –FORM BOARDS FOR DRIVEWAY AND/OR SIDEWALK ARE IN PLACE OR
   –DRIVEWAY OR SIDEWALK IS IN PLACE
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   C. REQUIRED BACKFLOW PREVENTION ASSEMBLY IS INSTALLED AND HAS PASSED THE INITIAL TEST.
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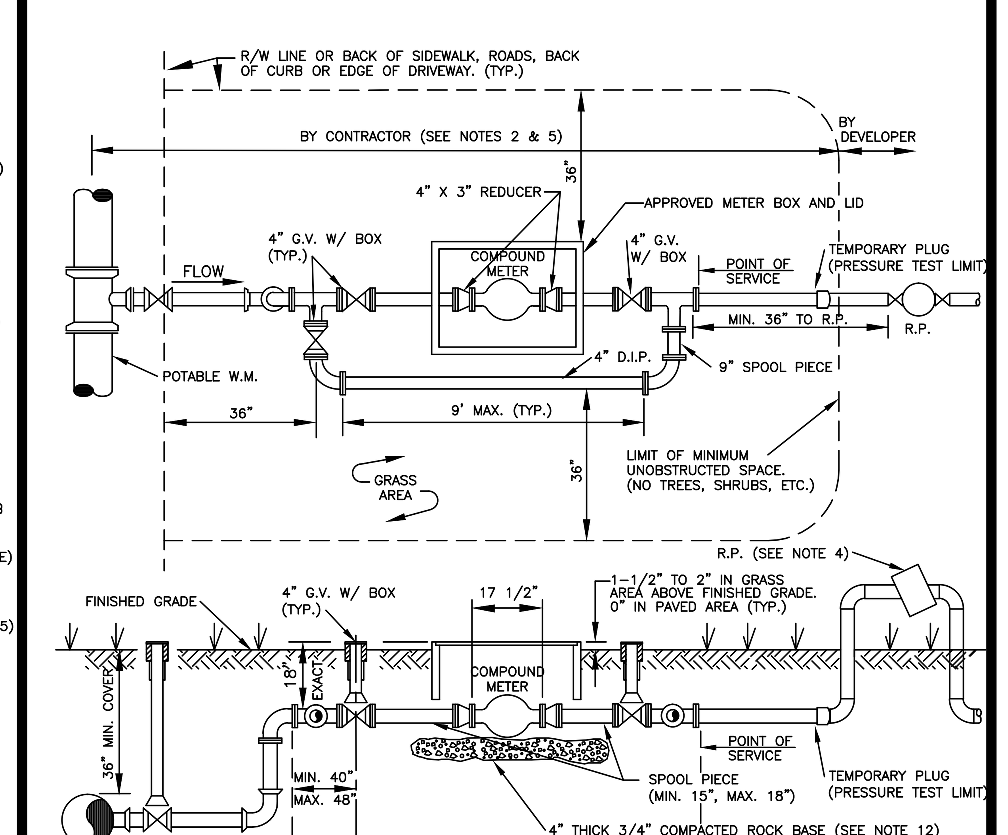
15. A 4" THICK COMPACTED 3/4" ROCK BASE IS REQUIRED. THE BASE SHALL EXTEND MINIMUM 12" BEYOND THE METER BOX PERIMETER.

POTABLE WATER 2" METER INSTALLATION

□W



NOTES:

1. ALL SERVICE PIPING SHALL BE 4" DUCTILE IRON WITH 4" GATE VALVES WITH VALVE BOXES AND CONCRETE COLLARS (IF APPLICABLE).
2. ONLY APPROVED METER BOXES SHALL BE USED. THE BOX SHALL BE PROVIDED BY CUSTOMER AND PLACED ABOVE GROUND NEAR THE METER LOCATION. PROPERTY OWNER SHALL EXCAVATE THE METER BOX AREA, EXPOSE THE BYPASS PIPING, THEN INSTALL THE BOX AND BACKFILL THE AREA AFTER METER INSTALLATION.
3. APPROVED RESTRAINED FLANGED ADAPTERS ARE REQUIRED. PLACE 4"x3" FLANGED REDUCERS AS SHOWN ON DETAIL.
4. ALL SERVICES TO HAVE AN APPROVED REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY (R.P.). THE INITIAL TEST OF THE R.P. SHALL BE PERFORMED BY THE DEPARTMENT. THE R.P. SHALL BE INSTALLED AS CLOSE AS POSSIBLE TO THE POINT OF SERVICE.
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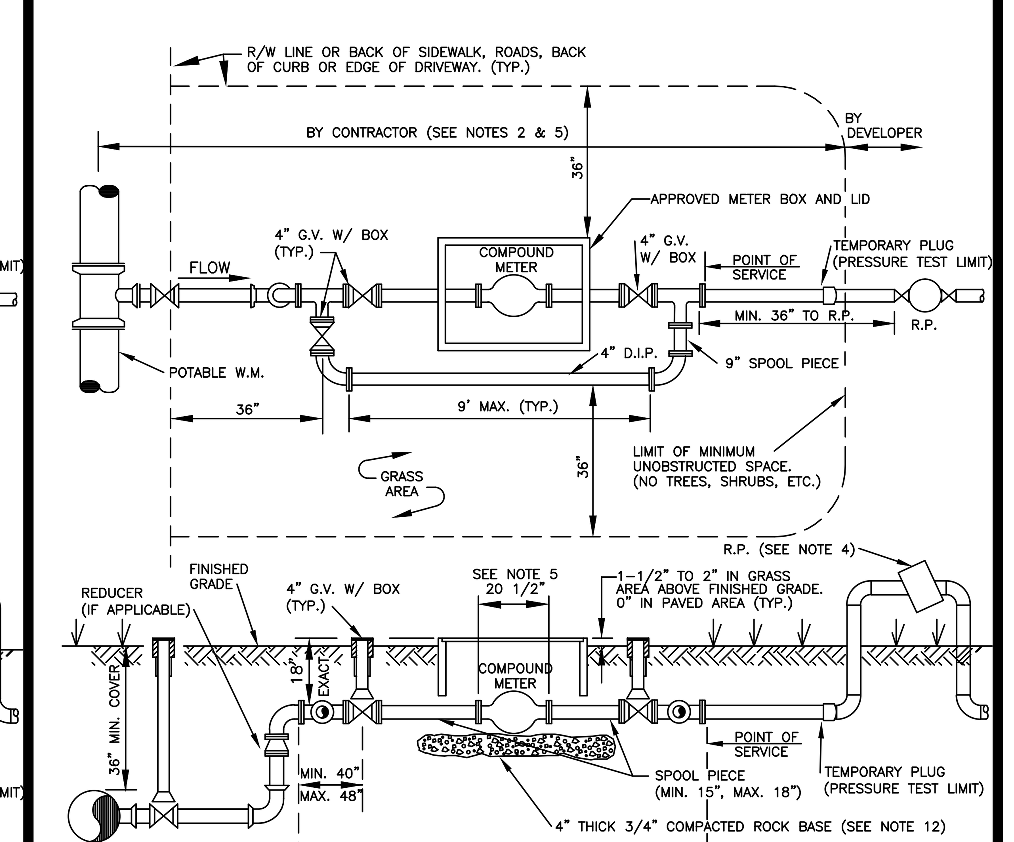
POTABLE WATER 3" METER INSTALLATION

□W



NOTES:

1. ALL SERVICE PIPING SHALL BE 4" DUCTILE IRON WITH 4" GATE VALVES WITH VALVE BOXES AND CONCRETE COLLARS (IF APPLICABLE).
2. ONLY APPROVED METER BOXES SHALL BE USED. THE BOX SHALL BE PROVIDED BY CUSTOMER AND PLACED ABOVE GROUND NEAR THE METER LOCATION. PROPERTY OWNER SHALL EXCAVATE THE METER BOX AREA, EXPOSE THE BYPASS PIPING, THEN INSTALL THE BOX AND BACKFILL THE AREA AFTER METER INSTALLATION.
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POTABLE WATER 4" METER INSTALLATION

□W

POTABLE WATER #1 STANDARD DETAILS

CONSULTANT:

IT'S THE LAW !
CALL 48 HOURS BEFORE YOU DIG
1-800-432-4770
SUNSHINE STATE ONE CALL OF FLORIDA, INC. UTILITIES NOTIFICATION CENTER

DESIGNED BY: WUD
DRAWN BY: WUD CADD
CHECKED BY: A. GALICKI
APPROVED BY: WUD

Palm Beach County
Water Utilities Department
P.O.Box 16097
West Palm Beach, FL 33416-6097

PROJECT NO. 00-000

McDONALD'S
FOREST HILL & CONGRESS

PALM BEACH COUNTY
WATER UTILITIES DEPARTMENT
P.O. BOX 16097
WEST PALM BEACH, FL 33416
(561)493-6000

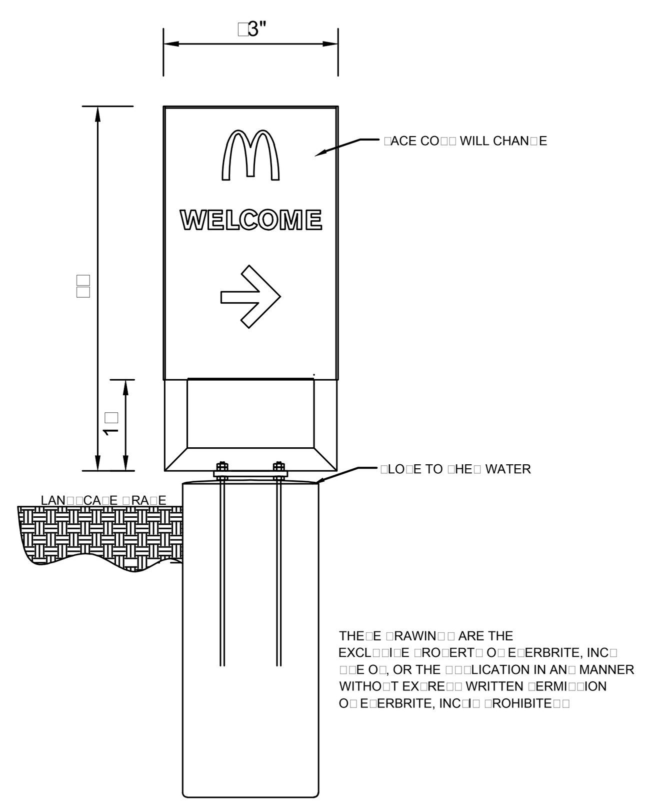
NO.	DATE	REVISION / REMARKS	BY
	FEB. 2015	GENERAL REVISION	A.G.
	NOV. 2015	GENERAL REVISION	A.G.

STD DETAILS

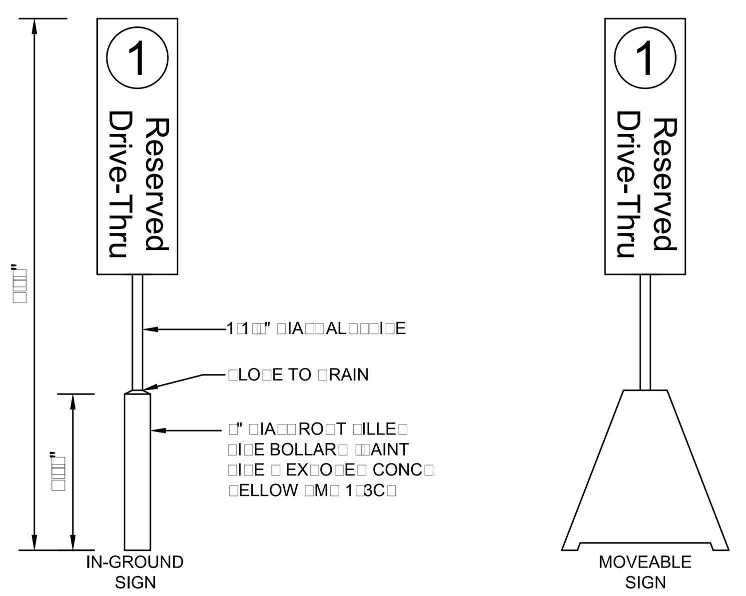
SHEET NUMBER C-12 OF 0

SEAL

Aug 18, 2016



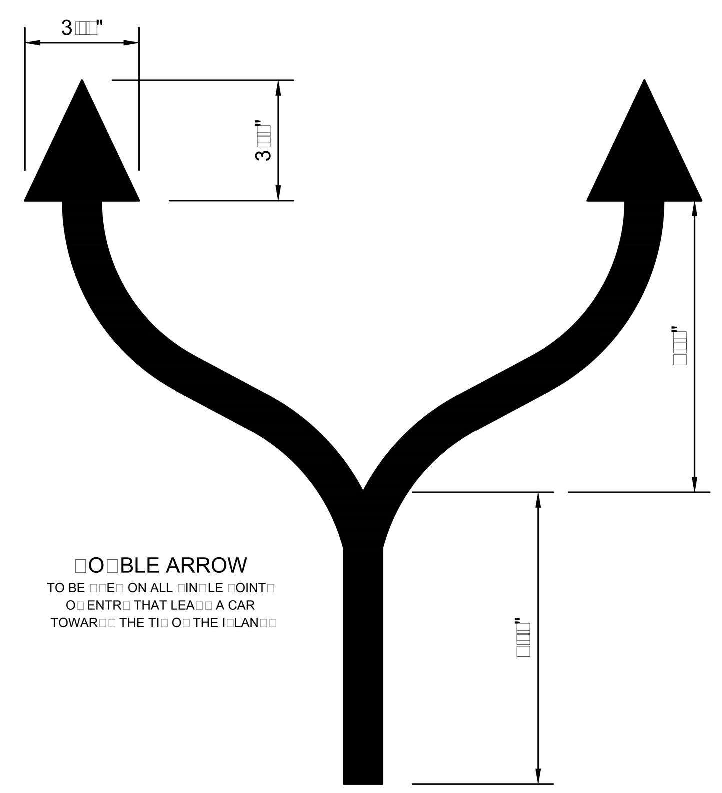
McDONALD'S ENTER/EXIT SIGN
N.T.S.



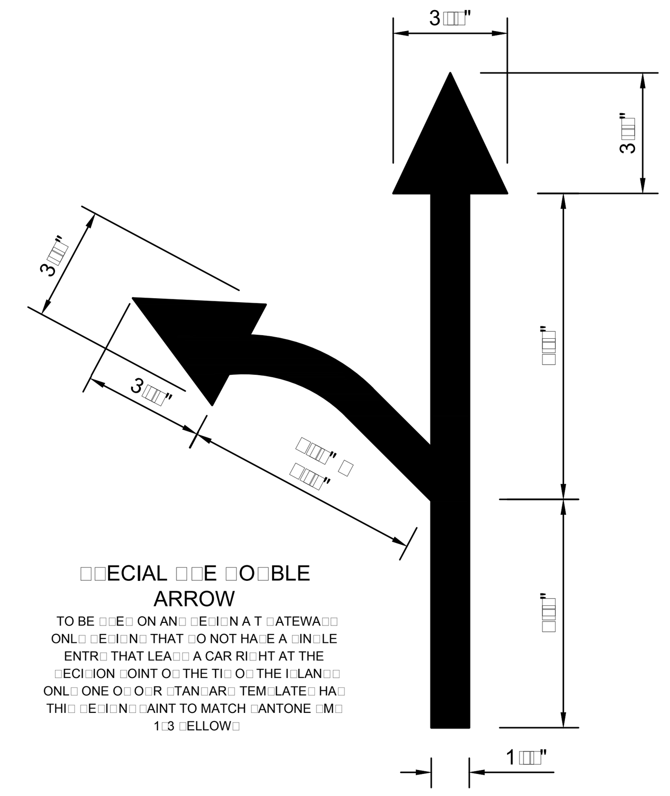
PULL FORWARD SIGNS ARE ONLY TO BE ORDERED THROUGH McDONALD'S APPROVED SIGNAGE VENDORS.

RECOMMENDATION IS TO USE PERMANENT IN-GROUND BASE AS FIRST CHOICE WHENEVER POSSIBLE. THE BASE OF THE SIGN HAS TO BE POSITIONED FREE AND CLEAR OF ANY ACCESSIBLE RAMPS AND NOT CREATE A BARRIER IN ALLOWING PROPER ADA CLEARANCES FOR CUSTOMER ACCESS TO THE BUILDING. COORDINATE ALL REQUIRED IN-GROUND INSTALLATION WORK WITH QUALIFIED GC. STANDARD INSTALLATION DETAILS WILL BE PROVIDED BY SIGNAGE VENDORS FOR REFERENCE.

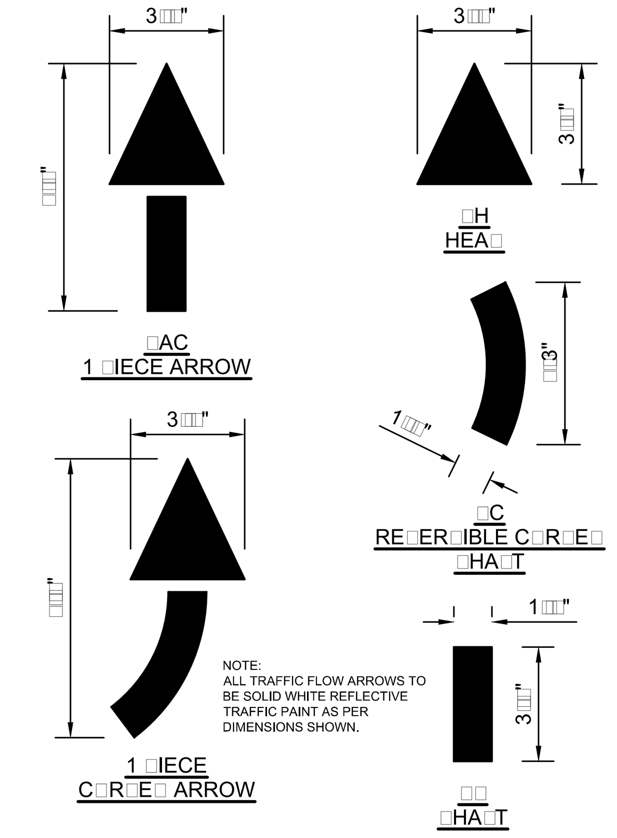
DRIVE-THRU PARKING SIGN
N.T.S.



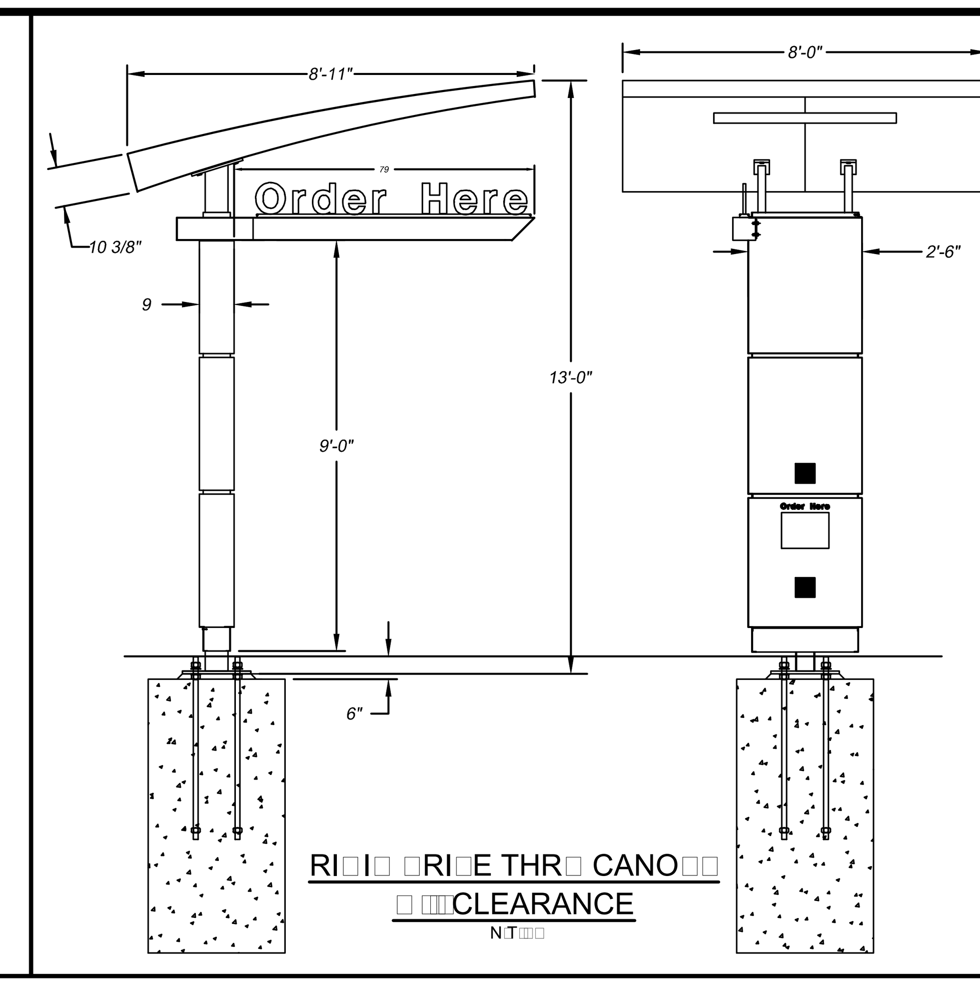
TYPICAL PAVEMENT MARKINGS
N.T.S.



TYPICAL PAVEMENT MARKINGS
N.T.S.



TYPICAL PAVEMENT MARKINGS
N.T.S.



RI□I□ □RI□E THR□ CANO□□ □ □□CLEARANCE
N□T□□□

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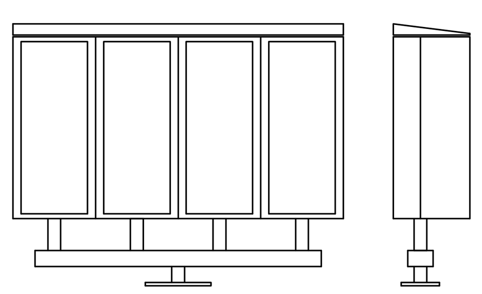
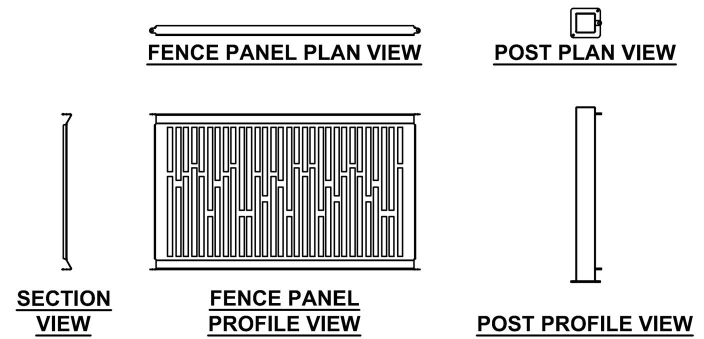
MEN□ BOAR□ NOTE□

MEN□ BOAR□ TO CON□ORM TO □ALM □□RIN□□ LAN□ □E□ELO□MENT CO□E

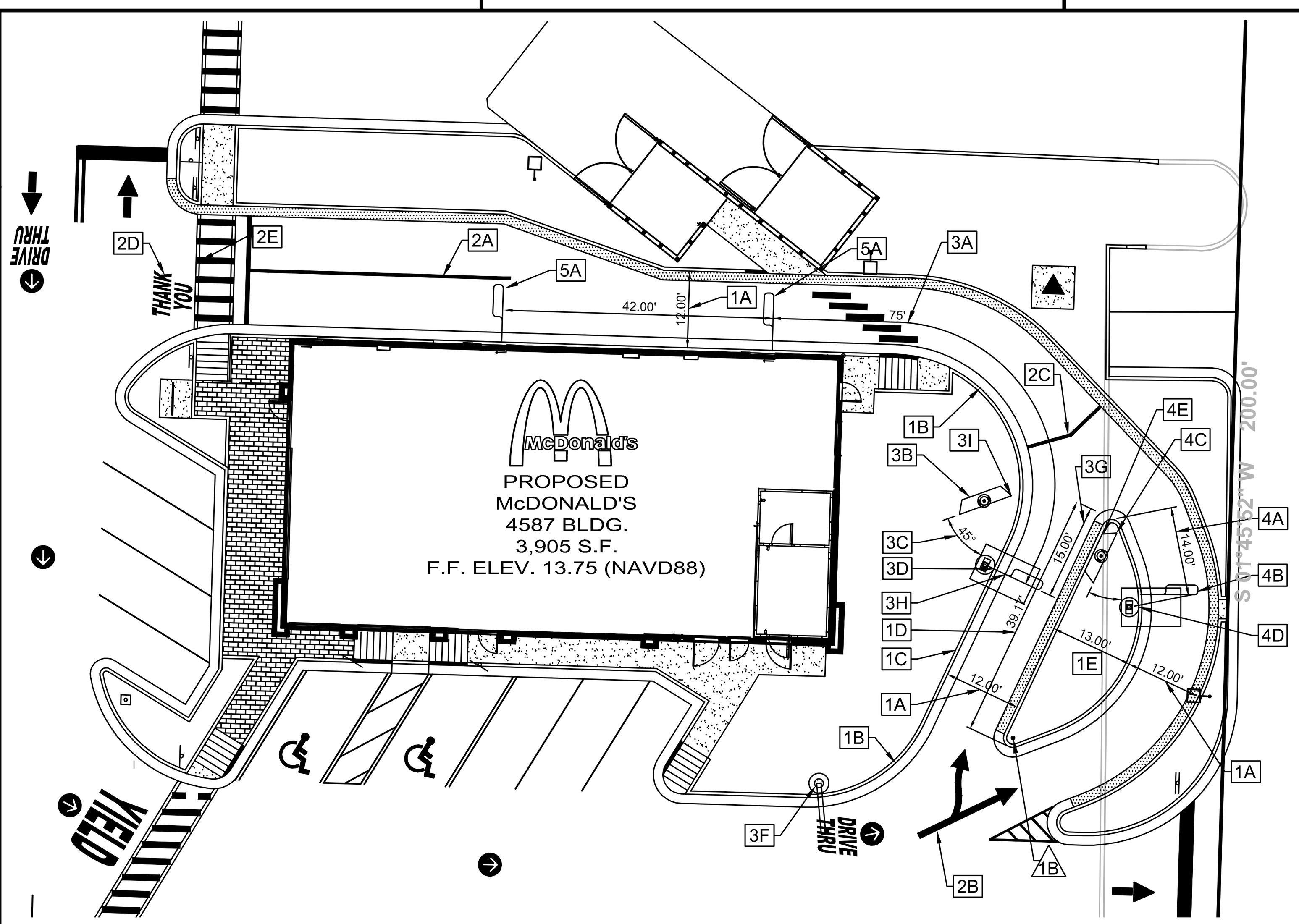


DRIVE THRU MENU BOARD △1
N.T.S.



WAUSAU TILE ALUMINUM FENCE PANEL McDONALD'S PATTERN
Size: 55" x 1" x 32" high
Weight: 45 Lbs.
Material: Powder coated aluminum
Powder Coating Colors:
Silk Gray - RAL7044; Beige Gray - RAL7006;
Bronze; Black

ALUMINUM RAILING DETAIL
N.T.S.



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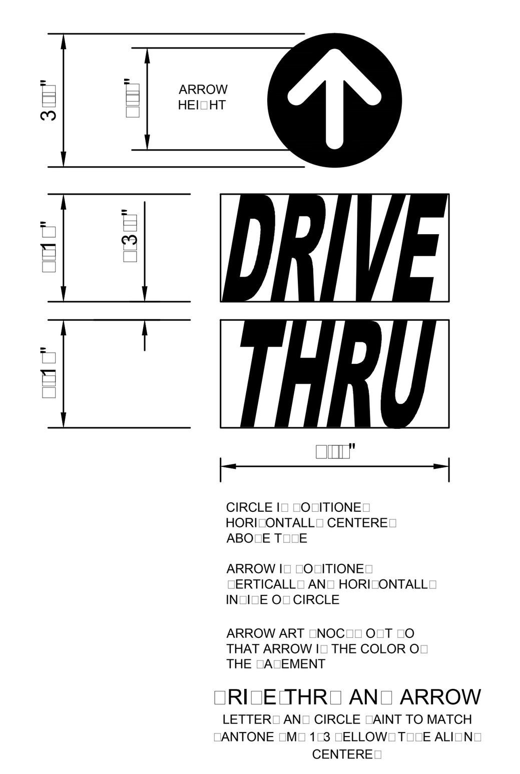
1" □ □□□



□RI□E□THR□ AN□ ARROW
LETTER□ AN□ CIRCLE □AINT TO MATCH □ANTONE □M□ 1□3 □ELLOW□T□□E ALI□N□ CENTERE□

EN□ O□ □ATH "THAN□ □O□" AN□ "□RI□E□THR□" NO ARROW
T□□E I□ □O□ITIONE□ HORI□ONTALL□ CENTERE□ WITHIN THE 1□□□ATH□ □AINT TO MATCH □ANTONE □M□ 1□3 □ELLOW□

TYPICAL PAVEMENT MARKINGS
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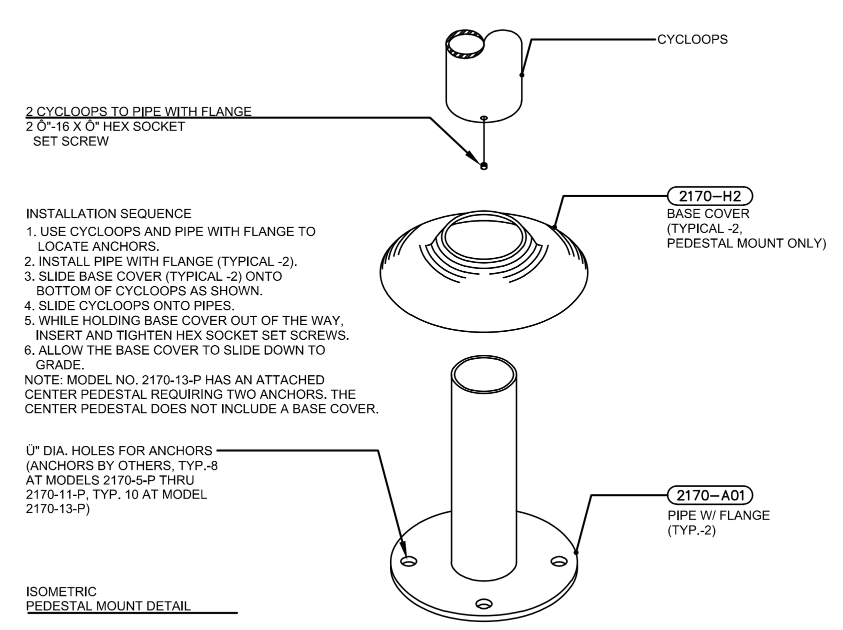
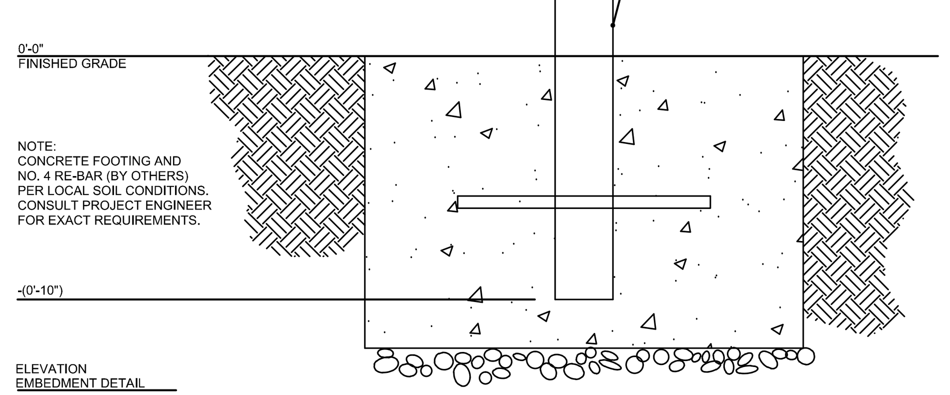
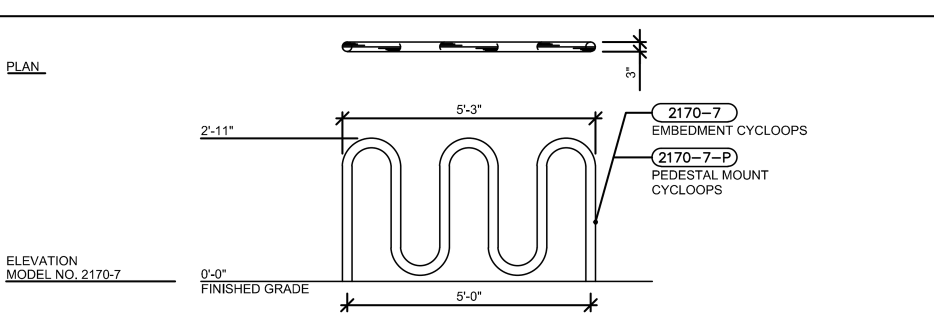


INSTALLATION SEQUENCE
1. USE CYCLOOPS AND PIPE WITH FLANGE TO LOCATE ANCHORS.
2. INSTALL PIPE WITH FLANGE (TYPICAL -2).
3. SLIDE BASE COVER (TYPICAL -2) ONTO BOTTOM OF CYCLOOPS AS SHOWN.
4. SLIDE CYCLOOPS ONTO PIPES.
5. WHILE HOLDING BASE COVER OUT OF THE WAY, INSERT AND TIGHTEN HEX SOCKET SET SCREWS.
6. ALLOW THE BASE COVER TO SLIDE DOWN TO GRADE.
NOTE: MODEL NO. 2170-13-P HAS AN ATTACHED CENTER PEDESTAL REQUIRING TWO ANCHORS. THE CENTER PEDESTAL DOES NOT INCLUDE A BASE COVER.



NOTE:
CONCRETE FOOTING AND NO. 4 RE-BAR (BY OTHERS) PER LOCAL SOIL CONDITIONS. CONSULT PROJECT ENGINEER FOR EXACT REQUIREMENTS.

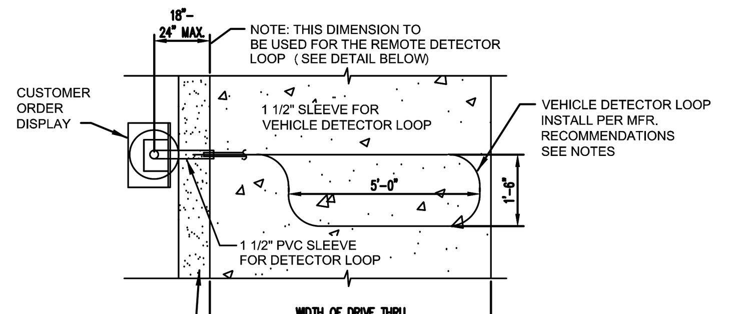


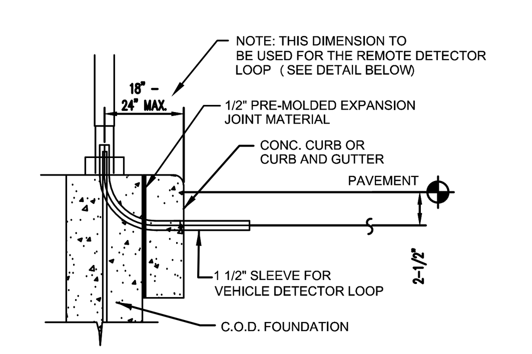
Date	Revision	By
△4 07-22-97	DEL. 2170-H2	DS/CL
△3 06-24-94	ADD 2170-3	JLH/TB
△2 12-30-93	ADD DIMENSION	IMP/TB
△1 10-26-92	REGEN	SK/CL
Scale AS-NOTED	Drawn by: SK 10-26-92 / Ck'd by: CL 10-26-92	

COLUMBIA CASCADE COMPANY
Makers of TimberForm® PipeLine® TimberForm®-2 and CycLoops® Products.
1975 S.W. Fifth Avenue, Portland, Oregon 97201-5293 U.S.A.
Telephone 503/223-1157
Facsimile 503/223-4530
This drawing reveals the copyrighted intellectual property of Columbia Cascade Company. Not for use by others without our express, written authorization.
Title: TIMBERFORM CYCLOOPS ORIGINAL CYCLOOPS
Drawing No. E-2170
Sheet 1 of 1

BICYCLE RACK DETAIL
N.T.S.

SEE DRIVE THRU CONCRETE PAD DETAIL FOR DIMENSIONS OF DRIVE-THRU LANE CONCRETE PAD FOR DETECTOR LOOP.
NOTE: NO STEEL IS TO BE USED IN CONCRETE.





NOTE: FOR REMOTE DETECTOR LOOP ADD CONCRETE PAD, J-BOX AND 24" MAX. DIST. FROM C CONDUIT TO EDGE OF CURB
SECTION

AUTO DETECTOR LOOP DETAIL
N.T.S.

SIDE BY SIDE DRIVE-THRU

1□□I□E B□ □I□E □RI□E□THR□ C□RBIN□ □ETAIL□□

- 1A □RI□E□THR□ LANE□ BO□N□ B□ C□RB ON BOTH □I□E□ ARE TO BE 1□□□"□LANE□ BO□N□ B□ C□RB ON ONE □I□E AN□ □AINTE□ □TRI□IN□ ON THE OTHER □I□E ARE TO BE A MIN□ O□ 1□□□"□
- 1B THE MIN□RA□I□□ □OR ALL IN□I□E□□RI□ER□ □I□E □RI□E□THR□ C□RBIN□ I□ □□□□" TO IN□I□E O□ C□RB□
- 1C □RIMAR□ LANE C□RBIN□ □HO□L□ BE A□ □TRAI□HT A□ □O□□IBLE□LE□□ C□R□IN□, THE BETTER□□
- 1□ THE O□ERALL LEN□TH O□ THE C□RBE□ I□LAN□ □HO□L□ BE 3□□□□□ THE LEN□TH O□ THE I□LAN□ □ROM THE CO□ ALLOW□ □OR THREE CAR□ IN THE □ECON□AR□ LANE, TWO IN THE □RIMAR□ LANE AN□ ONE AT THE COMMITMENT □OINT□
- 1E THE I□LAN□ WI□TH □HO□L□ BE 13□AT THE WI□E□T □OINT □□ACE O□ C□RB TO □ACE O□ C□RB□□
- 1□ ENTRANCE LANE ENTERIN□ THE □I□E B□ □I□E □RI□E□THR□ I□ TO BE 1□□□" MIN□

□□□I□E B□ □I□E □RI□E□THR□ □A□EMENT MAR□IN□□□

- □A □" WI□E □ELLOW □AINT □TRI□E TO □□AN O□TER E□□E O□ THE ENTIRE □RI□E□THR□ LANE□
- □B □O□BLE□HEA□E□ ARROW □A□EMENT MAR□IN□□□TAN□AR□ □TRI□IN□ MAR□IN□□ ARE □□ □HA□T, □□ARROW □TEM AN□ 3□□OR THE ARROW HEA□□TI□ O□ ARROW HEA□ TO BE LOCATE□ AT CENTER O□ EACH LANE□
- □C MER□E □OINT I□ LOCATE□ WHERE TWO □EHICLE□ LEA□IN□ EACH CO□ □IM□LTANEO□□L□ WO□L□ MEET□THE MER□E □OINT □TRI□IN□ I□ TO BE LOCATE□ B□ O□□□ETTIN□ THE INNER □RIMAR□ LANE BAC□ O□ C□RB □□□AN□ O□□□ETTIN□ THE O□TER LANE □TRI□IN□ □□□□AT THE INTER□ECTION O□ THE□E O□□□ET□, A □" □ELLOW □TRI□E I□ TO BE MAR□E□ □ER□EN□IC□LAR TO THE O□TER LANE A□ WELL A□ THE INNER □RIIMAR□ LANE□
- □□ THE WOR□□ "THAN□ □O□" ARE TO BE □LACE□ A□TER THE □" WI□E □ELLOW □TRI□E □AINTE□ □ELLOW□□
- □E THE □" WI□E □ELLOW □TRI□E □RIOR TO THE WOR□□ "THAN□ □O□" I□ □OR □AR□IN□ CAR□ THAT ARE WAITIN□ □OR OR□ER□□THE □TRI□E □HO□L□ BE □□□□ROM THE CENTER LINE O□ THE O□EN □RE□ENT BOOTH WIN□OW□

3□□I□E B□ □I□E □RI□E□THR□ E□□I□MENT □O□ITIONIN□ □OR □RIMAR□ LANE□

- 3A MIN□□□□□" □□□□□□□□□□□□□LINEAR □I□TANCE BETWEEN THE CENTER LINE O□ THE CO□ □ACE AN□ THE CENTER LINE O□ THE O□EN CA□H BOOTH WIN□OW A□ MEA□□RE□ ALON□ THE CENTER LINE O□ THE LANE□THI□ MA□ ONL□ BE INCREA□E□ IN □□□INCREMENT□ □□□□□□□OR □□□,1□□□,□ 1□□□TO A MAX□O□ 1□□□1□□□I□ O□TIMAL□
- 3B THE CENTER O□ THE □RIMAR□ MEN□ BOAR□ □O□N□ATION I□ TO BE 1□□□□□ROM THE CENTER O□ THE CO□ □O□N□ATION□
- 3C THE PRIMARY MENU BOARD SHOULD BE AT AN ANGLE BETWEEN 40° AND 50° ANGLE FROM A CAR □O□ITIONE□ AT THE CO□ TO MAXIMI□E □ECON□ CAR □IEWIN□□
- 3□ A□□ER "Mc□ONAL□□□ OR□ER HERE CANO□□" CO□CANO□□ □O□N□ATION TI□HT A□AIN□T BAC□ O□ C□RB□□EE MAN□□ACT□RER□LOCAL □□ECI□ICATION□ □OR □ETAIL□□
- △3 3E □ELETE□□
- 3□ A□□ER □IN□LE ARM "Mc□ONAL□□ □ATEWA□" □OOTIN□ 1□" TO □□" □ROM □ACE O□ C□RB□OR □O□BLE ARM □ATEWA□ □I□N □HO□L□ BE LOCATE□ AT THE TI□ O□ THE I□LAN□□ □EE MAN□□ACT□RER□LOCAL □□ECI□ICATION□ □OR □ETAIL□□
- 3□ THE □I□TANCE BETWEEN THE TI□ O□ THE C□RBE□ I□LAN□ AN□ THE CENTER LINE O□ THE □RIMAR□ CO□ M□□T BE 1□□□"□THI□ MEA□□REMENT I□ TA□EN □ARALLEL TO THE IN□I□E C□RB □ACE O□ THE □RIMAR□ LANE□
- 3H THE □RIMAR□ LANE □ETECTOR LOO□ □HO□L□ BE □ER□EN□IC□LAR TO THE CENTER O□ THE □RIMAR□ CO□□
- 3I THE E□□E O□ MEN□ BOAR□ □HALL BE □O□ITIONE□ A MINIM□M O□ 1□" AN□ A MAXIM□M O□ 3□" □ROM □ACE O□ C□RB, WHILE MAINTAININ□ 1□□□ □I□IBILIT□□

□□□I□E B□ □I□E □RI□E□THR□ E□□I□MENT □O□ITIONIN□ □OR □ECON□AR□ LANE□

- □A TO □O□ITION THE □ECON□AR□ CO□, □RAW AN ARC WITH A 1□□RA□I□□ THAT I□ CENTERE□ □ROM THE MI□□OINT O□ THE I□LAN□ TI□, THEN O□□□ET THE □ACE O□ C□RB B□ □□" TO □ETERMINE THE LOCATION O□ CENTER O□ □O□N□ATION O□ □ECON□AR□ CO□□
- □B THE LOO□ □ETECTOR I□ TO BE □□□ORWAR□ O□ THE CO□ CENTER LINE WITH THE LOO□ □ACIN□ □ORWAR□ AN□ THE □ETECTOR LOO□ □ER□EN□IC□LAR TO THE □ECON□AR□ CO□ WHEN □O□□IBLE□
- □C THE CENTER O□ THE □ECON□AR□ MEN□ BOAR□ □O□N□ATION □HO□L□ BE LOCATE□ □□" □ROM □ACE O□ C□RB AN□ A□□ROXIMATEL□ □□□" □ROM THE TI□ O□ THE C□RBE□ I□LAN□□THE EN□ CA□ O□ THE □ECON□AR□ MEN□ BOAR□ □HO□L□ NOT BE LOCATE□ O□ER THE INNER □ACE O□ THE C□RB□AN□LE □HO□L□ BE TO MAXIMI□E □IR□T CAR □IEWIN□□
- □□ A□□ER "Mc□ONAL□□□ OR□ER HERE CANO□□" CO□CANO□□ □O□N□ATION TI□HT A□AIN□T BAC□ O□ C□RB□□EE MAN□□ACT□RER□LOCAL □□ECI□ICATION□ □OR □ETAIL□□
- □E THE □ECON□AR□ MEN□ BOAR□ □HO□L□ BE □ARALLEL TO THE □RIMAR□ □RI□E THR□ LANE□ OPO MENU BOARD SHOULD BE AT AN ANGLE NO GREATER THAN 30° TO MAXIMIZE SECOND CAR □IEWIN□□

□□□I□E B□ □I□E □RI□E□THR□ □ETECTOR LOO□□

- □A □ETECTOR LOO□□ □HALL BE LOCATE□ AT THE CENTER O□ THE O□ENIN□ WIN□OW AT THE CA□H AN□ □RE□ENT BOOTH□□

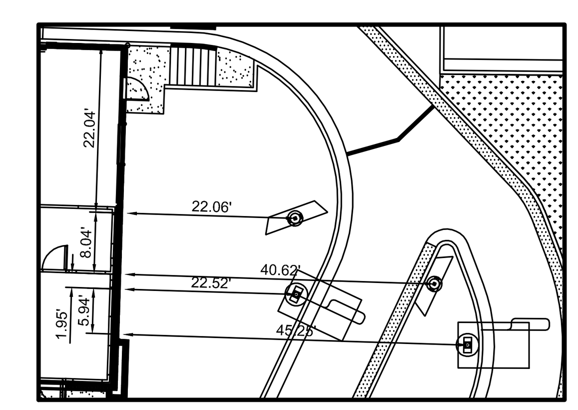
SIDE BY SIDE DRIVE-THRU OPTIONAL FEATURES:

1□□I□E B□ □I□E □RI□E□THR□ O□TIONAL E□□I□MENT□

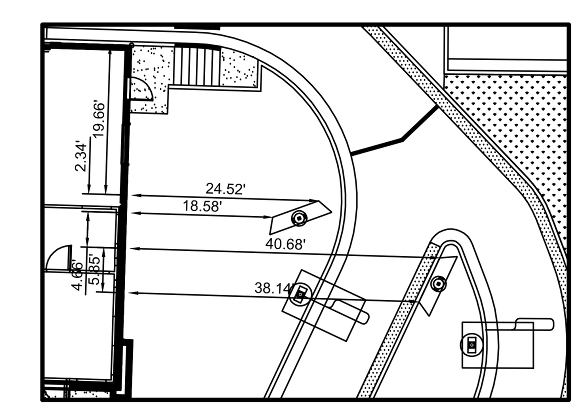
- △1A THE E□□E O□ THE □RE□□ELL BOAR□ □HO□L□ BE 1□"□□□" □ROM □ACE O□ C□RB □1□" I□ THE MINIM□M□THE □I□TANCE BETWEEN THE □RIMAR□ CO□ AN□ □RE□□ELL BOAR□ I□ TO BE 3□□A□ MEA□□RE□ ALON□ THE CENTER LINE O□ THE LANE□THI□ I□ MEA□□RE□ □ROM THE CENTER O□ THE □RE□□ELL BOAR□ □O□N□ATION TO THE CENTER O□ THE CO□ □O□N□ATION□THE AN□LE O□ THE □RE□□ELL BOAR□ □HO□L□ MAXIMI□E □I□IBILIT□ TO THE THIR□ CAR □ROM CO□□□
- △1B "AN□ LANE, AN□ TIME" BOLLAR□ M□□T BE A MIN□O□ 1□□□□ROM □ACE O□ C□RB AT THE BE□INNIN□ O□ THE LAN□□CA□E I□LAN□□BOLLAR□ I□ TO BE ORIENTE□ AT AN AN□LE O□ 90° FROM THE CURB.

□ = ITEMS NOT PROVIDED OR UNABLE TO MEET LAYOUT CRITERIA DUE TO SITE CONSTRAINTS.

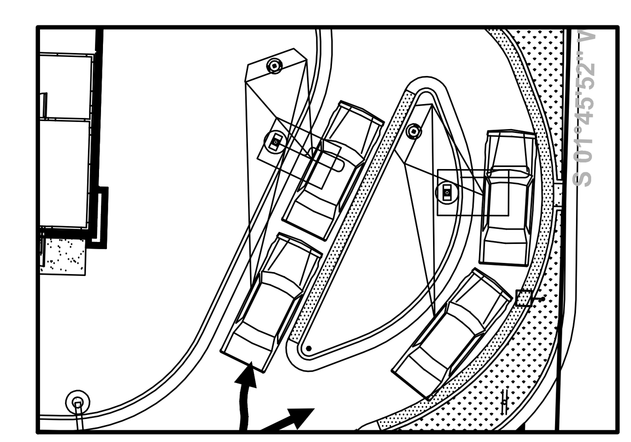
□RI□E THR□ CRITICAL □IMEN□ION□ AN□ NOTE□



□RI□E□THR□ □IMEN□ION TIE
□CALE□1" □ □□□



MEN□ BOAR□ TIE□
□CALE□1" □ □□□



□RI□E□THR□ □I□HT TRIAN□LE
□CALE□1" □ □□□

No□	□□□e	Re□□□□o□	B□
△1	□□1 □□1 □	PER VILLAGE OF PALM SPRINGS COMMENTS	JT□
△	□□□1 1 □	PER VILLAGE & McDONALD'S COMMENTS	JT□
△3	1 □□1 □□1 □	PER VILLAGE OF PALM SPRINGS COMMENTS	JT□
△			
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□e□□□ed □□□	C□□
□r□□□ □□□	C□□
C□ec□ed □□□	JT□
A□□ro□ed □□□	□ML
□c□le□	As Shown
□□e□	Mar. 2016
Jo□ No□□	M□□□□□

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Plans Prepared By:
CPH, Inc.
500 West Fulton St.
Sanford, Fl. 32771
Ph: 407.322.6841
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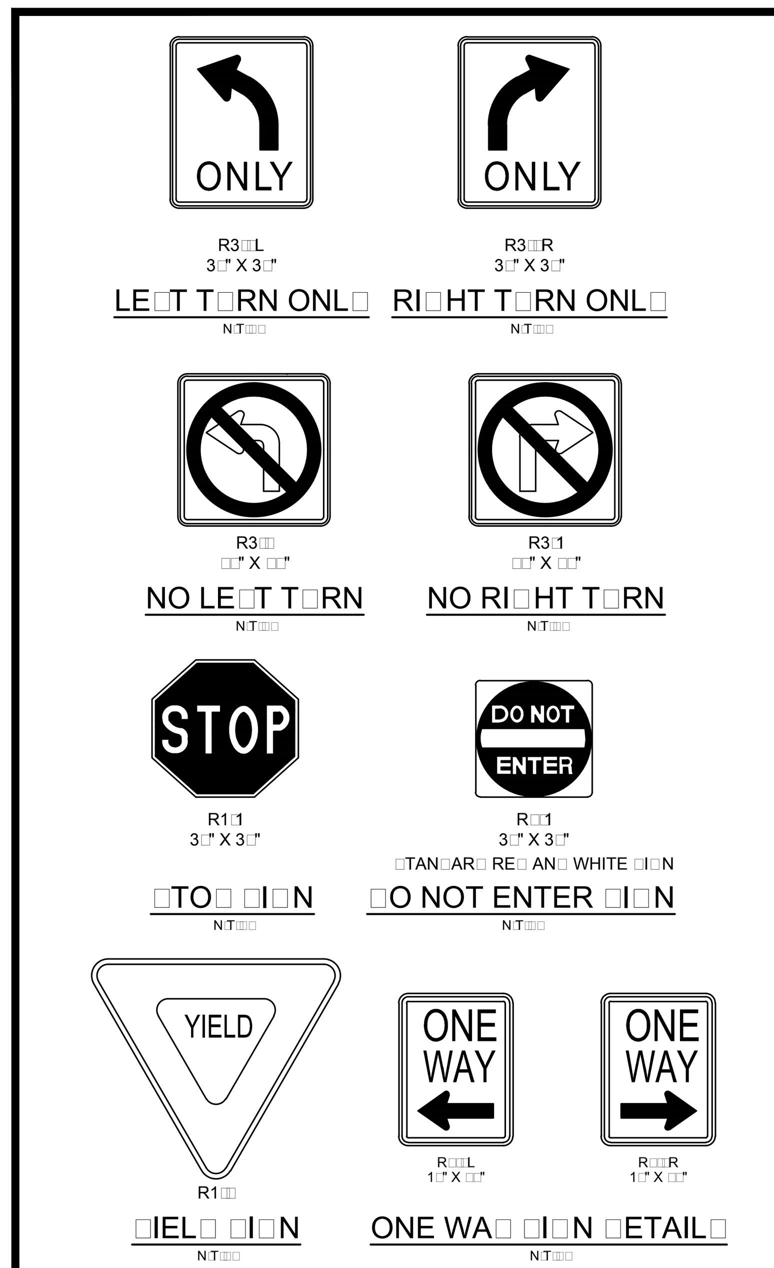
McDONALD'S DETAILS

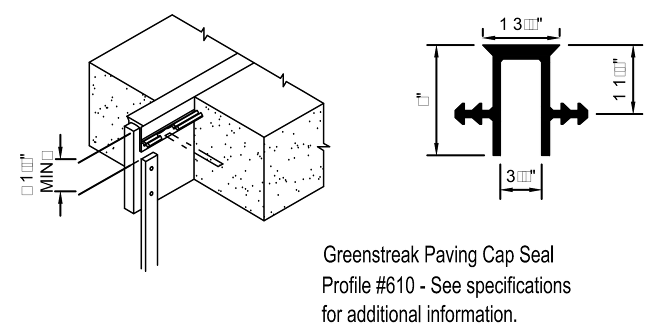
McDonald's®
FOREST HILL & CONGRESS
PALM SPRINGS / FLORIDA

Mc□ONAL□□□ □ROJECT CO□E□□□□□□□□□

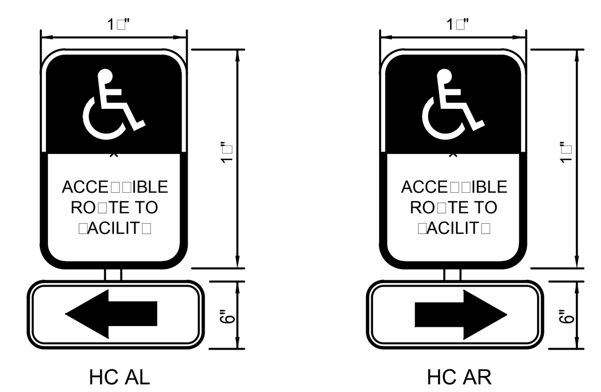
□□ee□No□
C-11

J□M□□□□□C□□l□□W□□e□□□11 M□□□□□Mc□o□ld□□e□□Id□□ Oc□1□, □□1□□1□1□□m c□□er





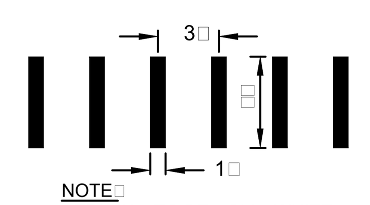
T□□ICAL EX□AN□ION JOINT
N□T□□□



T□□ICAL ACCE□□IBLE RO□TE □I□N
N□T□□□

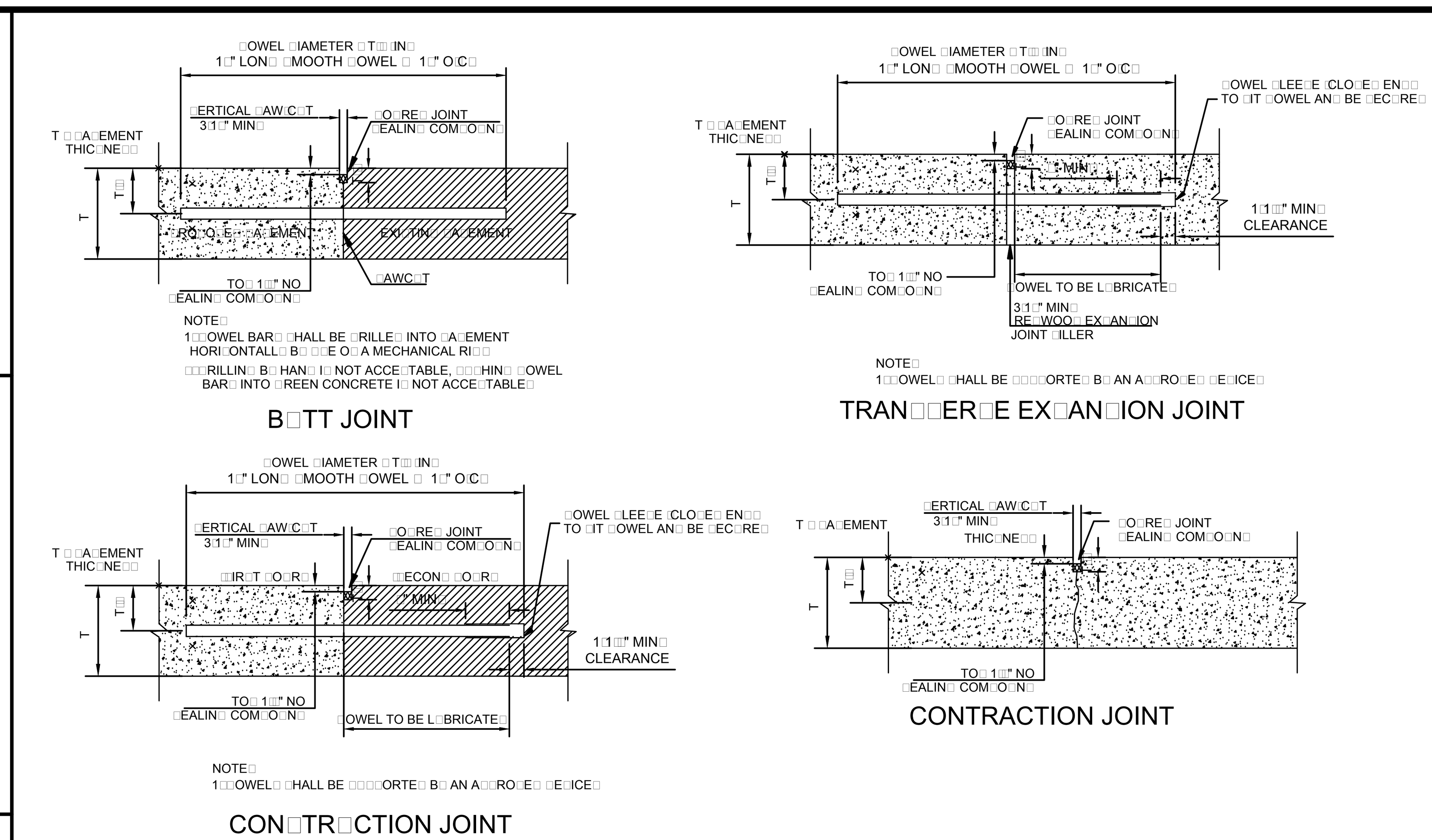
NOTE□
BOTH □I□N□ □HALL BE IN ACCOR□ANCE WITH THE □□□□ M□TC□, WARNIN□ □I□N□ W11□□ □TO□□□ W1□□□□ □BOTTOM□WITH A BLAC□ LE□EN□ ON A □L□ORE□CENT □ELLOW□□REEN BAC□□RO□N□

□E□E□TRIAN CRO□□IN□ □I□N
N□T□□□

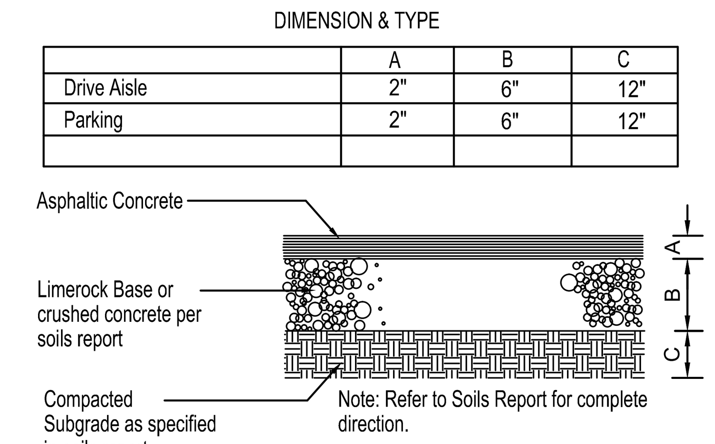


NOTE□
□TRI□IN□ TO BE □OLI□ WHITE□

CRO□□ WAL□ □TRI□IN□ □ETAIL
N□T□□□

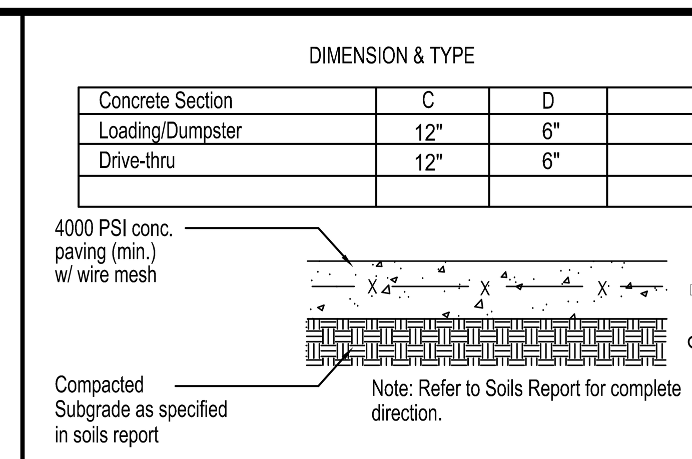


CONCRETE JOINT □ETAIL□
N□T□□□



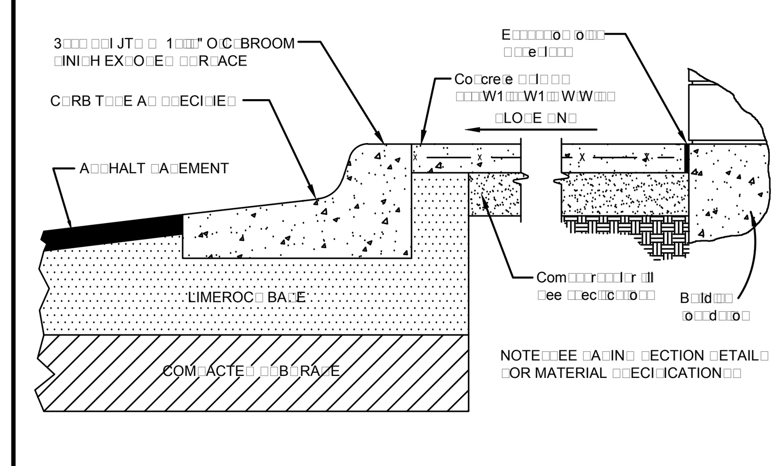
	A	B	C
Drive Aisle	2"	6"	12"
Parking	2"	6"	12"

A□□HALT □A□IN□ □ECTION
N□T□□□

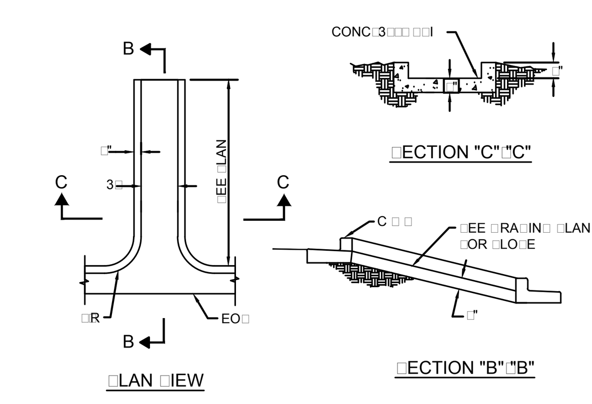


Concrete Section	C	D	
Loading/Dumpster	12"	6"	
Drive-thru	12"	6"	

CONCRETE □A□IN□ □ECTION
N□T□□□

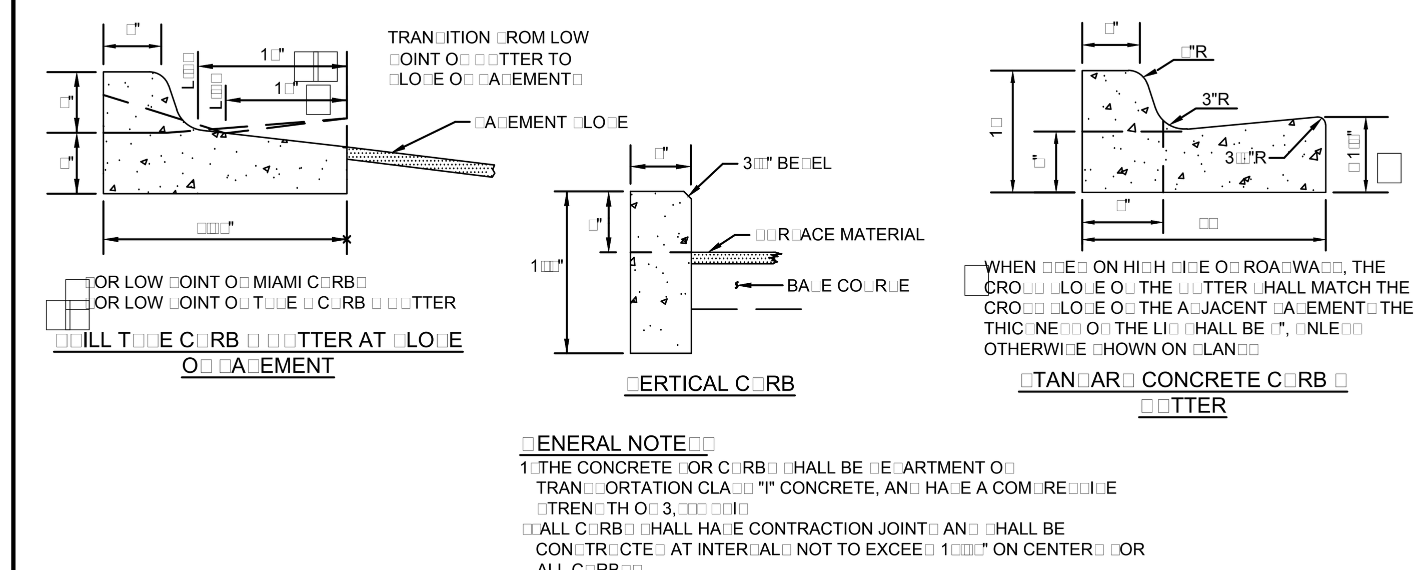


T□□ICAL WAL□ □ECTION
N□T□□□



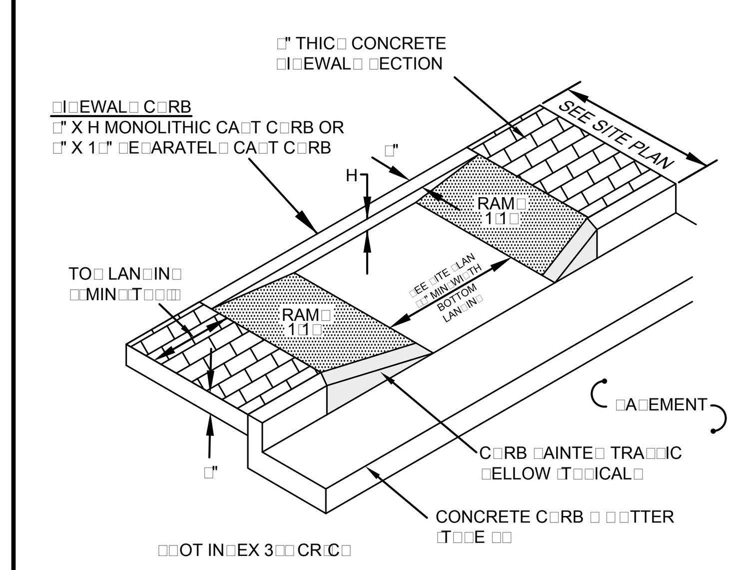
CONCRETE□□□ □A□ COM□RE□□ION □TREN□TH, 3,□□□ □□□I, □" THIC□ MINIM□M W□□X□W1□□XW1□□WW□□

□L□ME □ETAIL
N□T□□□

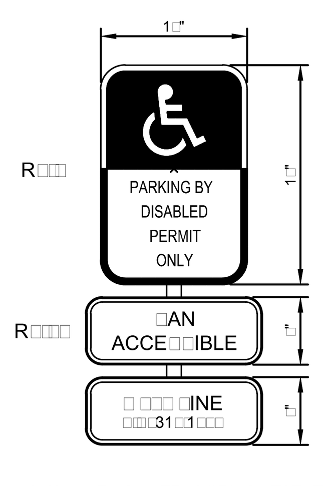


□ENERAL NOTE□□
1□THE CONCRETE □OR C□RB□ □HALL BE □E□ARTMENT O□ TRAN□□ORTATION CLA□□ "I" CONCRETE, AN□ HA□E A COM□RE□□I□E □TREN□TH O□ 3,□□□ □□I□
□□ALL C□RB□ □HALL HA□E CONTRACTION JOINT□ AN□ □HALL BE CON□TR□CTE□ AT INTER□AL□ NOT TO EXCEE□ 1□□□" ON CENTER□ □OR ALL C□RB□□

CONCRETE C□RB AN□ □□TTER □ETAIL□
N□T□□□

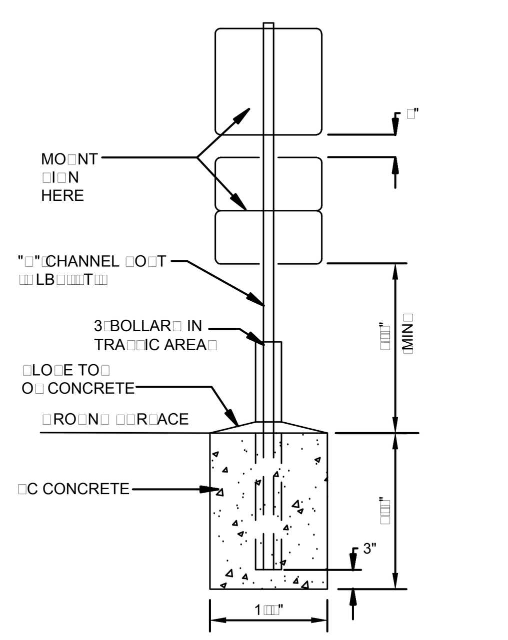


□I□EWAL□ ACCE□□IBLE RAM□ T□□E A
N□T□□□



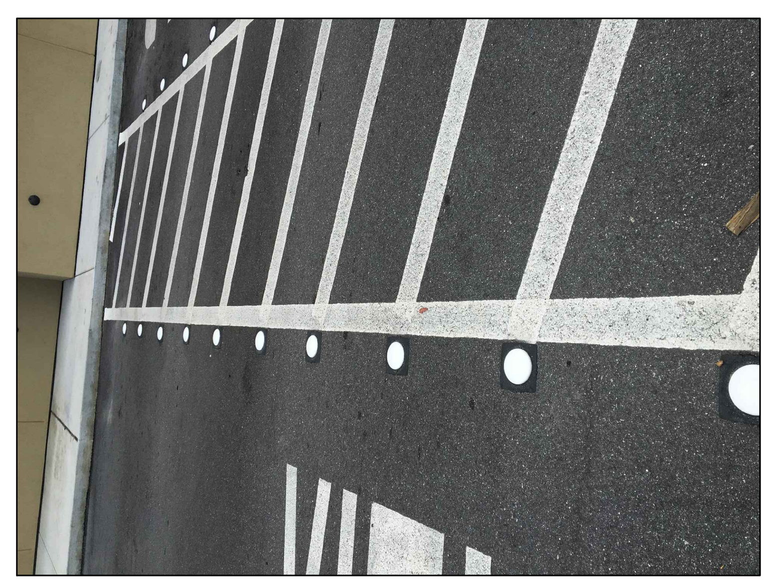
1□ ALL LETTER□ ARE 1" □ERIE□ "C" □ER M□TC□
□□ TO□ □ORTION O□ □I□N □HALL HA□E RE□LECTORI□E□ □EN□INEERIN□ □RA□E□BL□E BAC□□RO□N□ WITH WHITE RE□LECTORI□E□ LE□EN□ □ BOR□ER□
3□BOTTOM □ORTION O□ □I□N □HALL HA□E A RE□LECTORI□E□ □EN□INEERIN□ □RA□E□WHITE BAC□□RO□N□ WITH BLAC□ O□A□□E LE□EN□ □ BOR□ER
□□ □INE NOTI□ICATION □I□N □HALL HA□E A RE□LECTORI□E□ □EN□INEERIN□ □RA□E□WHITE BAC□□RO□N□ WITH BLAC□ O□A□□E LE□EN□ □ BOR□ER
□□ ONE □1□□I□N RE□□IRE□ □OR EACH □AR□IN□ □□ACE□
□□ IN□TALLATION HEI□HT O□ LOWE□T □I□N □HALL HA□E A MINIM□M O□ □□□" CLEARANCE TO □INI□H □RA□E

ACCE□□IBLE □I□N
N□T□□□

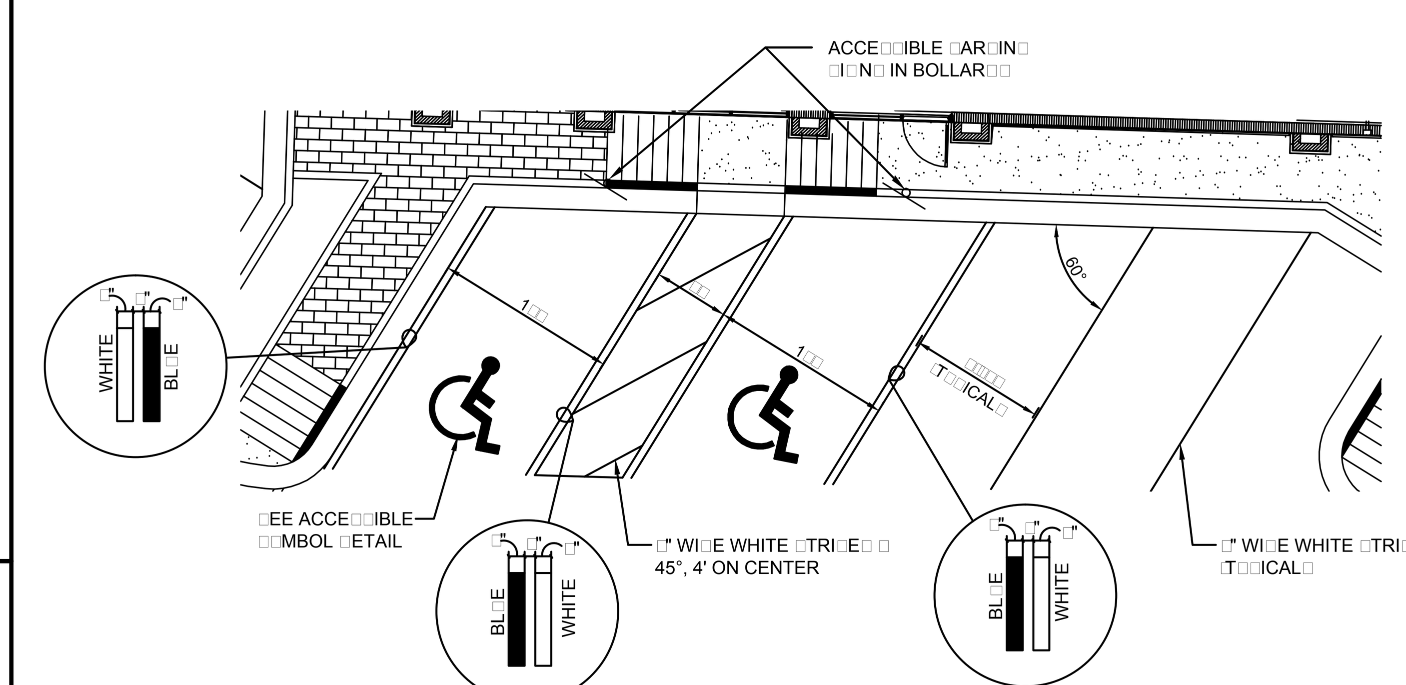


NOTE□
ALL □I□N□ □HALL COM□L□ WITH □□□□E□ARTMENT O□ TRAN□□ORTATION, □E□ERAL HI□HWA□ A□MINI□TRATION□□ "MAN□AL ON □NI□ORM TRA□□IC CONTROL □E□ICE□", LOCAL CO□E□ AN□ A□ □□ECI□IE□□MO□NT □I□N□ TO □O□T IN ACCOR□ANCE WITH MAN□□ACT□RER□□ IN□TR□CTION□□

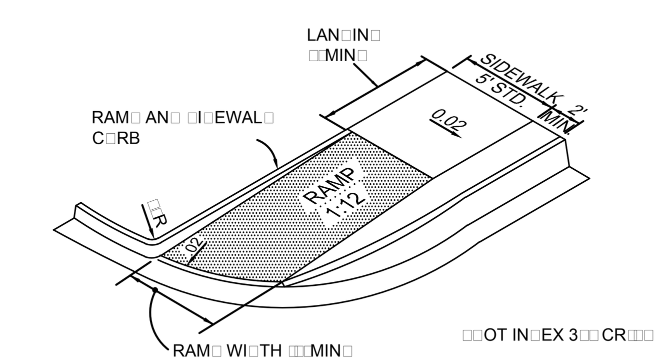
□TAN□AR□ □I□N BA□E
N□T□□□



RAI□E□ EMBE□□E□ WHITE □E□E□TRIAN △ WARNIN□ □OME□ □ETAIL



□TAN□AR□ □AR□IN□ □ETAIL △
□CALE□1" □ 1□□



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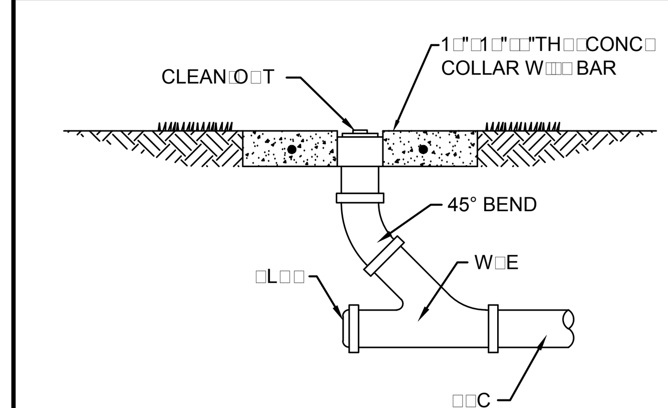
N□T□□□



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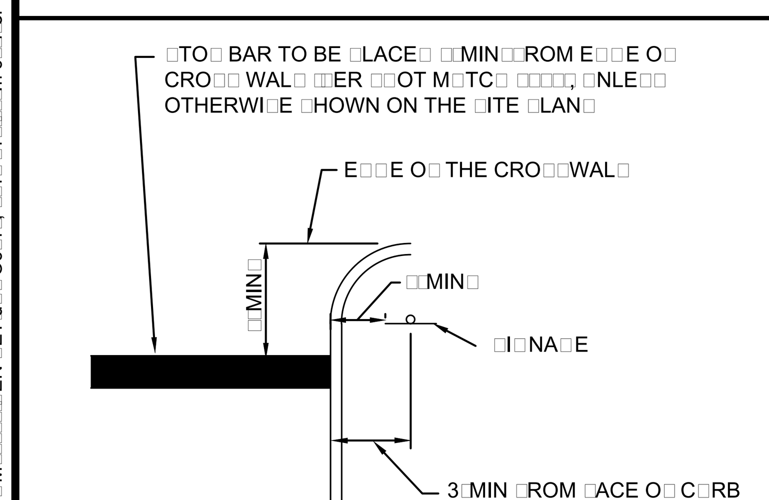
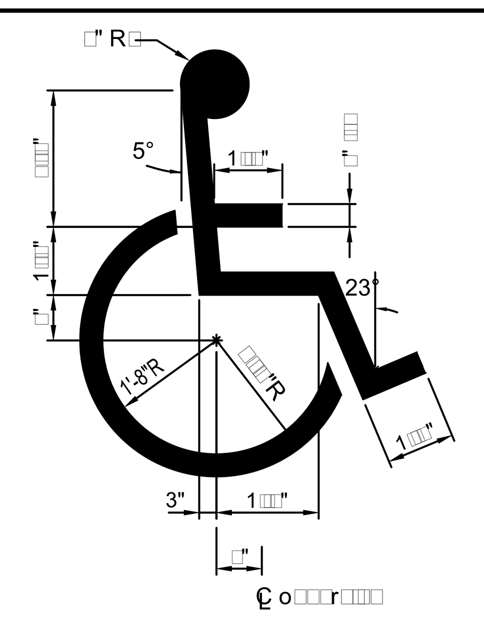


"□TO□" BAR □HALL BE □□" WI□E AN□ 1□□□OOT LON□, OR A□ □HOWN ON □ITE □LAN, WHITE RE□LECTI□E □AINT□□EE □ITE □LAN □OR LOCATION□□

□TO□ BAR □ETAIL WITH □I□NA□E
N□T□□□



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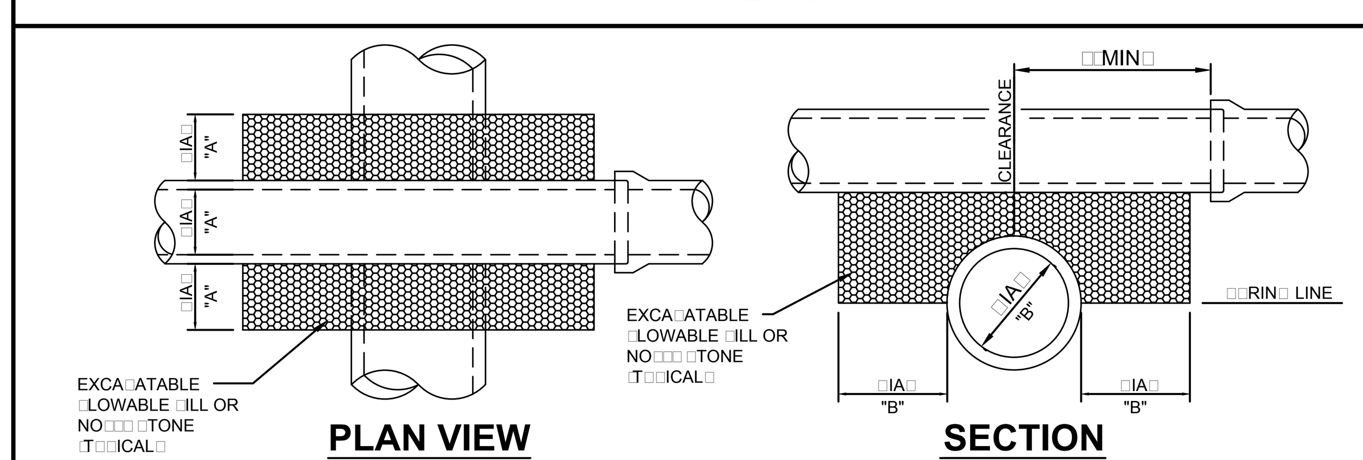
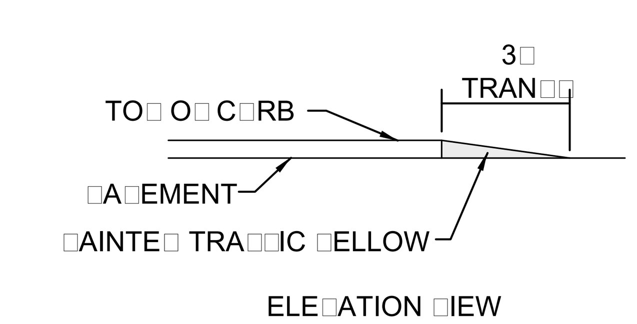


□I□E CRO□□IN□ □ETAIL
□□OR LE□□ THAN 1□" CLEARANCE□



NO□E □OWN C□RB □ETAIL
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Mc□ONAL□□□ □ROJECT CO□E□□□□□□□□□

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1	□□□□1□□	PER VILLAGE OF PALM SPRINGS COMMENTS	JT□
3	□□□1□1□	PER VILLAGE OF PALM SPRINGS COMMENTS	JT□

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GENERAL DETAILS

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□□ee□No□
C-10

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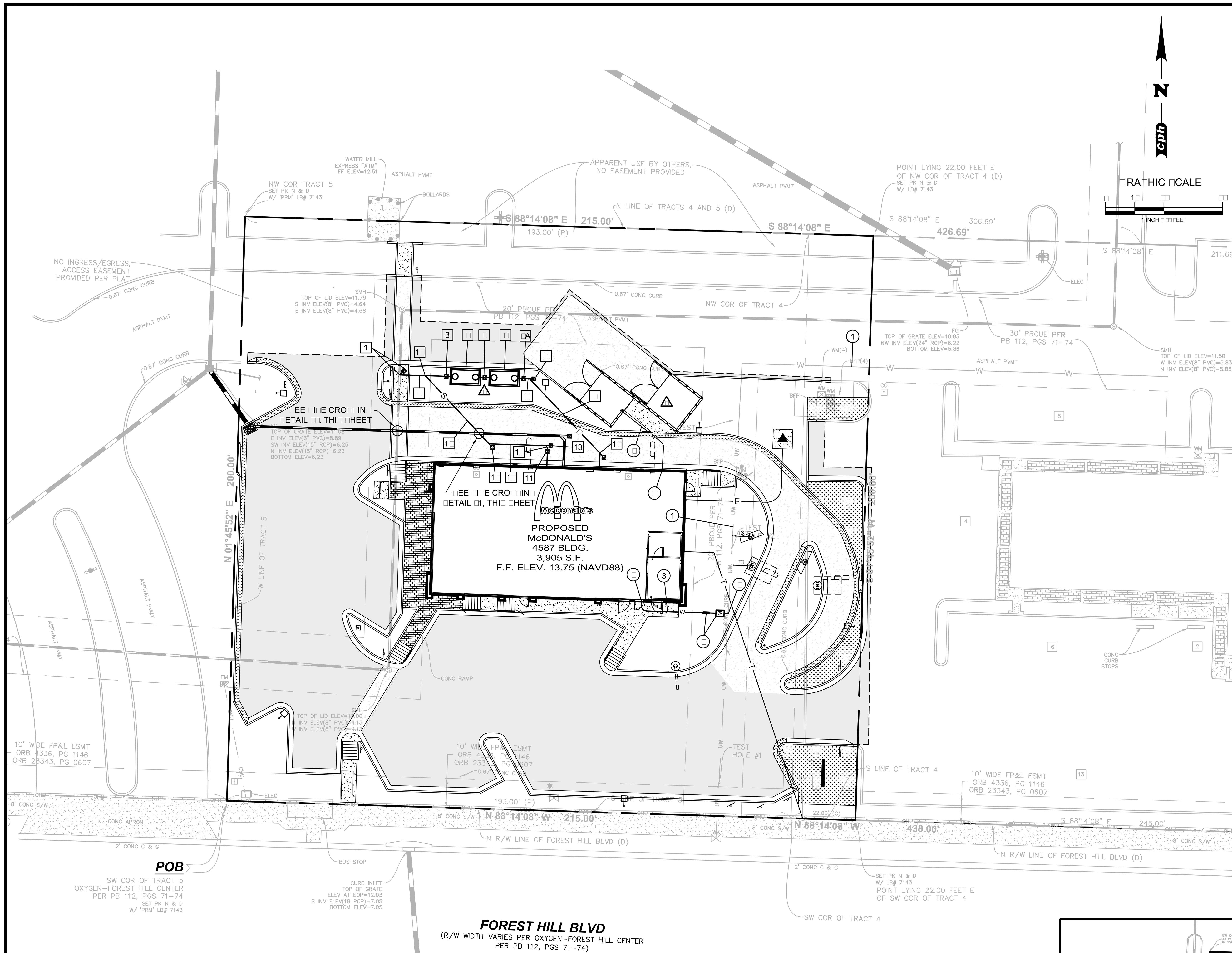


POTABLE WATER SCHEDULE

1	EXI□TIN□ □" WATER MAIN □IEL□ □ERI□□□
□	CONNECT TO EXI□TIN□ WATER MAIN WITH □" TA□ □ □" COR□ORATION □TO□ A□TER □I□IN□ECTION, TE□TIN□ □ A□ENC□ A□□RO□AL
△3 3	□RO□O□E□ □" □CH □□ □□C WATER □ER□ICE LINE
□	□RO□O□E□ 1□1□" □OME□TIC WATER METER W□ 1□1□" □O□BLE CHEC□ B□□□□
△3 □	□RO□O□E□ □" □CH □□ □□C WATER LINE TO CONNECT TO B□IL□IN□ □RE□ER TO ARCHITECT □LAN□□
△3 □	□RO□O□E□ 3□" □CH □□ □□C WATER LINE TO TERMINATE W□ HO□E BIBB
△3 □	□RO□O□E□ 3□" □CH □□ □□C WATER LINE TO CONNECT TO B□IL□IN□ □RE□ER TO ARCHITECT □LAN□□

SANITARY SEWER LINE SCHEDULE

△△ 1	□IEL□ □ERI□□ AN□ CONNECT TO EXI□TIN□ □" □ANITAR□ □EWER MAIN WITH CLEANO□T □ER □BCW□□ T□□ICAL WA□TEWATER □ER□ICE CONNECTION (8" INV. 4.54±) (6" CLEANOUT INV. 4.63±)
△ □	1□L□□□□ □" □AN □EWER □□□C□□ □□□□□
3	□" IN□LINE CLEAN O□T
△ □	□RO□O□E□ □REA□E TRA□ □1,□□□ □ALLON MIN□□O□T□LOW IN□□□□□□ IN□LOW IN□□□□1□
△ □	□L□□□□ □" □AN □EWER □□□C□□ □□□□□ WITH □" IN□LINE CLEANO□T
△ □	□RO□O□E□ □REA□E TRA□ □1,□□□ □ALLON MIN□□O□T□LOW IN□□□□3□□ IN□LOW IN□□□□□□
△1 □A	□" IN□LINE CLEANO□T
△ □	□L□□□□ □" □AN □EWER □□□C□□ □□□□□
△ □	□" W□E W□CLEAN O□T, IN□□□□□□
△ □	3□L□□□□ □" □AN □EWER □□□C□□ □□□□□
△ 1□	□" CLEAN O□T IN□□□□□□ □LOCATE□ □□O□T□I□E O□ BL□□, RE□TO ARCH□ □LAN□ □OR CONTIN□ATION□
△ 11	□" CLEAN O□T, IN□□□□□□ □LOCATE□ □□O□T□I□E O□ BL□□□RE□TO ARCH□ □LAN□ □OR CONTIN□ATION□
1□	□L□□□□ □" □AN □EWER □□□C□□ □□□□□
13	□" W□E W□CLEAN O□T, IN□□□□□□
△ 1□	□□L□□□□ □" □AN □EWER □□□C□□ □□□□□
△ 1□	□" W□E W□CLEAN O□T, IN□□□□ □□□□
△ 1□	3□□□ □" □AN □EWER □□□C□□ □□□3□
△ 1□	6" WYE, INV. 5.24±

UTILITY LEGEND

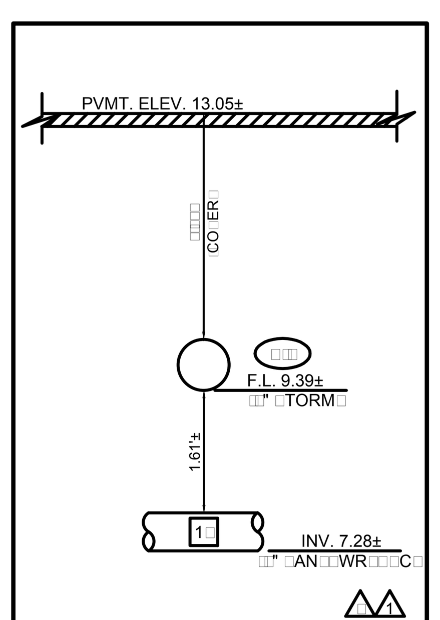
—□—	□RO□O□E□ □EWER
—W—	□RO□O□E□ WATER LINE
—E—	□RO□O□E□ ELECTRIC □ER□ICE
—T—	□RO□O□E□ TELE□HONE □ER□ICE
▲	□RO□O□E□ ELECTRIC TRAN□□ORMER□□A□ △3 TRAN□□ORMER TO BE ENCA□E□ IN □ECORATI□E WRA□□

GENERAL UTILITY NOTES

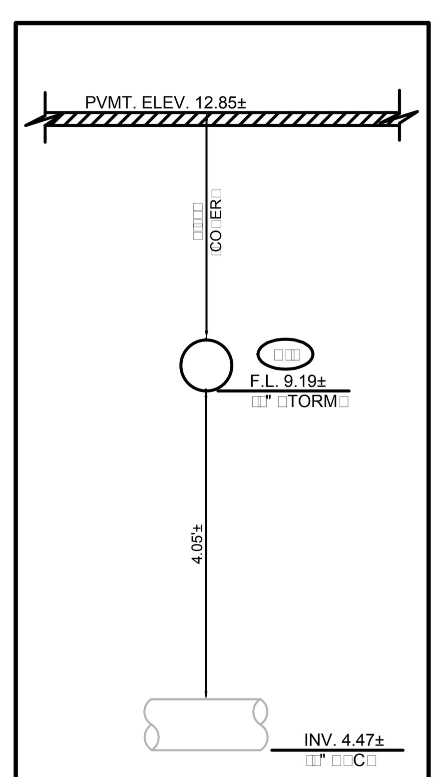
1□ □EE CO□ER □HEET □OR A LI□T O□ □TILIT□ COM□ANIE□□
□□ □ENERAL CONTRACTOR I□ TO COOR□INATE WITH A□□RO□RIATE □TILIT□ COM□ANIE□ □RIOR TO CON□TR□CTION, A□J□□TMENT OR RELOCATION O□ EXI□TIN□ □TILITIE□ A□ □E□I□NATE□ ON □LAN□□
3□ THE CONTRACTOR □HALL NOTI□□ THE □TILIT□ A□THORIT□ IN□□ECTOR□ □□HO□R□ BE□ORE CONNECTIN□ TO AN□ EXI□TIN□ LINE□
□□ □RAWIN□□ □O NOT □□R□ORT TO □HOW ALL EXI□TIN□ □TILITIE□□EXI□TIN□ □TILITIE□ □HALL BE □ERI□IE□ B□ THE CONTRACTOR □RIOR TO NEW □TILIT□ LINE□ BEIN□ IN□TALLE□□
□□ THE CONTRACTOR I□ □□ECI□ICALL□ CA□TIONE□ THAT THE LOCATION AN□□OR ELE□ATION O□ EXI□TIN□ □TILITIE□ A□ □HOWN ON THE□E □LAN□ I□ BA□E□ ON RECOR□□ O□ THE □ARIO□□ □TILIT□ COM□ANIE□ AN□, WHERE □O□□IBLE, MEA□□REMENT□ TA□EN IN THE □IEL□□THE IN□ORMATION I□ NOT TO BE RELIE□ ON A□ BEIN□ EXACT OR COM□LETE□THE CONTRACTOR M□□T CALL THE A□□RO□RIATE □TILIT□ COM□AN□ AT LEA□T □□HO□R□ BE□ORE AN□ EXCA□ATION TO RE□□E□T EXACT □IEL□ LOCATION O□ □TILITIE□□IT □HALL BE THE RE□□ON□IBILIT□ O□ THE CONTRACTOR TO RELOCATE ALL EXI□TIN□ □TILITIE□ WHICH CON□LICT WITH THE □RO□O□E□ IM□RO□EMENT□ □HOWN ON THE □LAN□□
□□ CONTRACTOR I□ RE□□ON□IBLE □OR RE□AIR□ O□ □AMA□E TO AN□ EXI□TIN□ □TILIT□ □□RIN□ CON□TR□CTION AT NO CO□T TO THE OWNER□
□□ CONTRACTOR □HALL RE□ER TO ARCHITECT□RAL □LAN□ AN□ □□ECI□ICATION□ □OR ACT□AL LOCATION O□ ALL □TILIT□ ENTRANCE□ TO INCL□□E □ANITAR□ □EWER LATERAL□, □OME□TIC AN□ □IRE □ROTECTION WATER □ER□ICE, ELECTRICAL, TELE□HONE AN□ □A□ □ER□ICE□CONTRACTOR □HALL COOR□INATE IN□TALLATION O□ □TILITIE□, IN □□CH A MANNER A□ TO A□OI□ CON□LICT AN□ A□□□RE □RO□ER □E□TH□ ARE ACHIE□E□ A□ WELL A□ COOR□INATIN□ WITH □TILIT□ RE□□IREMENT□ A□ TO LOCATION AN□ □CHE□□LIN□ □OR TIE□IN□□CONNECTION□ □RIOR TO CONNECTIN□ TO EXI□TIN□ □TILITIE□□
□THE TO□ ELE□ATION O□ MANHOLE□ CON□TR□CTE□ IN □A□E□ AREA□ □HALL MATCH □INI□HE□ □RA□E□THE TO□ ELE□ATION O□ MANHOLE□ CON□TR□CTE□ IN □RA□□E□ AREA□ □HALL BE □" ABO□E □INI□HE□ □RA□E □□NLE□□ NOTE□ OTHERWI□E□□
□□ ALL MANHOLE□ CON□TR□CTE□ WITHIN □A□E□ AREA□ □HALL BE IN□TALLE□ WITH TRA□□IC BEARIN□ RIN□□ AN□ CO□ER□□
1□□ALL CLEAN□O□T□ WITHIN THE □A□EMENT AREA □HALL BE IN□TALLE□ WITH TRA□□IC BEARIN□ □ART□ A□ A□□LICABLE□
11□CONTRACTOR □HALL □RO□T ARO□N□ ALL □I□E ENTRANCE□ TO □ANITAR□ □EWER MANHOLE□ WITH NON□□HRIN□IN□ □RO□T TO A□□□RE CONNECTION I□ WATER TI□HT□
1□□ALL CONCRETE □OR ENCA□EMENT □HALL HA□E A MINIM□M COM□RE□□I□E □TREN□TH O□ 3□□□ □□□I□AT □□ □A□□□
13□CONTRACTOR □HALL □RO□I□E ALL A□□□RTENANCE□ □□CH A□ CHEC□ □AL□E□, BAC□□LOW □RE□ENTER□, ETC□, A□ RE□□IRE□ B□ □O□ERNIN□ A□THORITIE□□
1□□ALL WATER, □ORCE MAIN AN□ □ANITAR□ □EWER LINE□ □HALL HA□E A MINIM□M O□ 3□O□ CO□ER□ □E WATER □ER□ICE MA□ BE RE□□CE□ TO □□WHEN NECE□□AR□□
1□□CONTRACTOR □HALL COOR□INATE IN□□ECTION ON ALL □TILITIE□, WITH A□□RO□RIATE A□THORITIE□ □RIOR TO CO□ERIN□ TRENCHE□ □□RIN□ IN□TALLATION□
1□□CON□TR□CTION □HALL COM□L□ WITH ALL □O□ERNIN□ CO□E□ AN□ RE□□IREMENT□□
1□□THE CONTRACTOR □HALL CON□□□CT ALL RE□□IRE□ TE□T□ TO THE □ATI□□ACTION O□ THE RE□□ECTI□E □TILIT□ COM□ANIE□ AN□ THE OWNER□□ IN□□ECTIN□ A□THORITIE□□
1□□ALL NECE□□AR□ IN□□ECTION□ AN□□OR CERTI□ICATION□ RE□□IRE□ B□ CO□E□ AN□□OR □TILIT□ □ER□ICE COM□ANIE□ □HALL BE □ER□ORME□ □RIOR TO ANNO□NCE□ B□IL□IN□ □O□□E□□ION AN□ THE □INAL CONNECTION O□ □ER□ICE□□
1□□CONTRACTOR □HALL COM□L□ TO THE □□LLE□T EXTENT WITH THE LATE□T □TAN□AR□□ O□ O□HA □IRECTI□E□ OR AN□ OTHER A□ENC□ HA□IN□ J□RI□□ICTION □OR EXCA□ATION AN□ TRENCHIN□ □ROCE□□RE□□THE CONTRACTOR □HALL □□E □□□□ORT □□□TEM□, □LO□IN□, BENCHIN□ AN□ OTHER MEAN□ O□ □ROTECTION□THI□ TO INCL□□E B□T NOT BE LIMITE□, □OR ACCE□□ AN□ E□RE□□ □ROM ALL EXCA□ATION AN□ TRENCHIN□□CONTRACTOR I□ RE□□ON□IBLE TO COM□L□ WITH □ER□ORMANCE CRITERIA □OR O□HA□
□□□THE CONTRACTOR □HALL RECO□NI□E AN□ ABI□E B□ ALL O□HA EXCA□ATION □A□ET□ □TAN□AR□□, INCL□□IN□ THE □LORI□A TRENCH □A□ET□ ACT □□□□□□, LAW□ O□ □LORI□A□□ AN□ MATERIAL, CON□TR□CTION METHO□□, OR MATERIAL CO□T TO COM□L□ WITH THE□E LAW□ □HALL BE INCI□ENTAL TO THE CONTRACT□
□1□ALL □ILL MATERIAL I□ TO BE IN □LACE AN□ COM□ACTE□ BE□ORE IN□TALLATION O□ □RO□O□E□ □TILITIE□□
□□□CONTRACTOR TO LOCATE LI□HT □OLE□ AN□ □IXT□RE□ A□ IN□ICATE□□CONTRACTOR TO B□IL□ NEW □OLE BA□E AN□ □T□B CON□□IT AN□ WIRE A□ NEE□E□□
□3□CONTRACTOR M□□T □TO□ O□ERATION AN□ NOTI□□ THE OWNER □OR □RO□ER □IRECTION I□ AN□ EN□IRONMENTAL OR HEALTH RELATE□ CONTAMINATE I□ ENCO□NTERE□ □□RIN□ EXCA□ATION□
□□□ALL WATER MAIN□, □IRE WATER MAIN□ AN□ □ER□ICE□ □HALL BE TE□TE□, A□□RO□E□ AN□ □I□IN□ECTE□ IN ACCOR□ANCE WITH □TILIT□ COM□AN□ RE□□IREMENT□ □RIOR TO CONNECTION TO M□NICI□AL □□□TEM□
□□□THE MINIM□M HORI□ONTAL □E□ARATION BETWEEN THE CLO□E□T TWO □OINT□ O□ THE WATER AN□ □EWER LINE I□ □IX □□□□EET, OR MINIM□M □ERTICAL □E□ARATION BETWEEN THE CLO□E□T TWO □OINT□ O□ THE WATER O□ER □EWER LINE I□ 1□□INCHE□□
□□□CHA□TER □□3□□1 O□ THE □LORI□A □TAT□TE□ RE□□IRE□ THAT AN EXCA□ATOR NOTI□□ ALL □A□ □TILITIE□ A MINIM□M O□ TWO □□WOR□IN□ □A□□ □RIOR TO EXCA□ATIN□□
□□□THE CONTRACTOR □HALL NOTI□□ THE A□□RO□RIATE □TILIT□ □RO□I□ER□ □□HO□R□ □RIOR TO AN□ □TILITIE□ CON□TR□CTION□
□□□CONTRACTOR TO COOR□INATE □OWER □OLE REMO□AL □RELOCATE WITH □OWER COM□AN□□
□□□□ELETE□□
3□□TO□O□RA□HIC IN□ORMATION □E□ICTE□ IN THE□E □LAN□ I□ RE□ERENCE□ TO THE NORTH AMERICAN □ERTICAL □AT□M O□ 1□□□ □NA□□□□□□OR THI□ LOCATION, NA□□□□ ELE□ATION□ ARE 1□□□□ □EET LOWER THAN N□□□□□ ELE□ATION□□ △1

△1 DATUM CONVERSION FACTOR

ELEVATION NAVD88 + 1.509' = ELEVATION NGVD29



PIPE CROSSING DETAIL #1
□CALE□1" □ □□



PIPE CROSSING DETAIL #2
□CALE□1" □ □□

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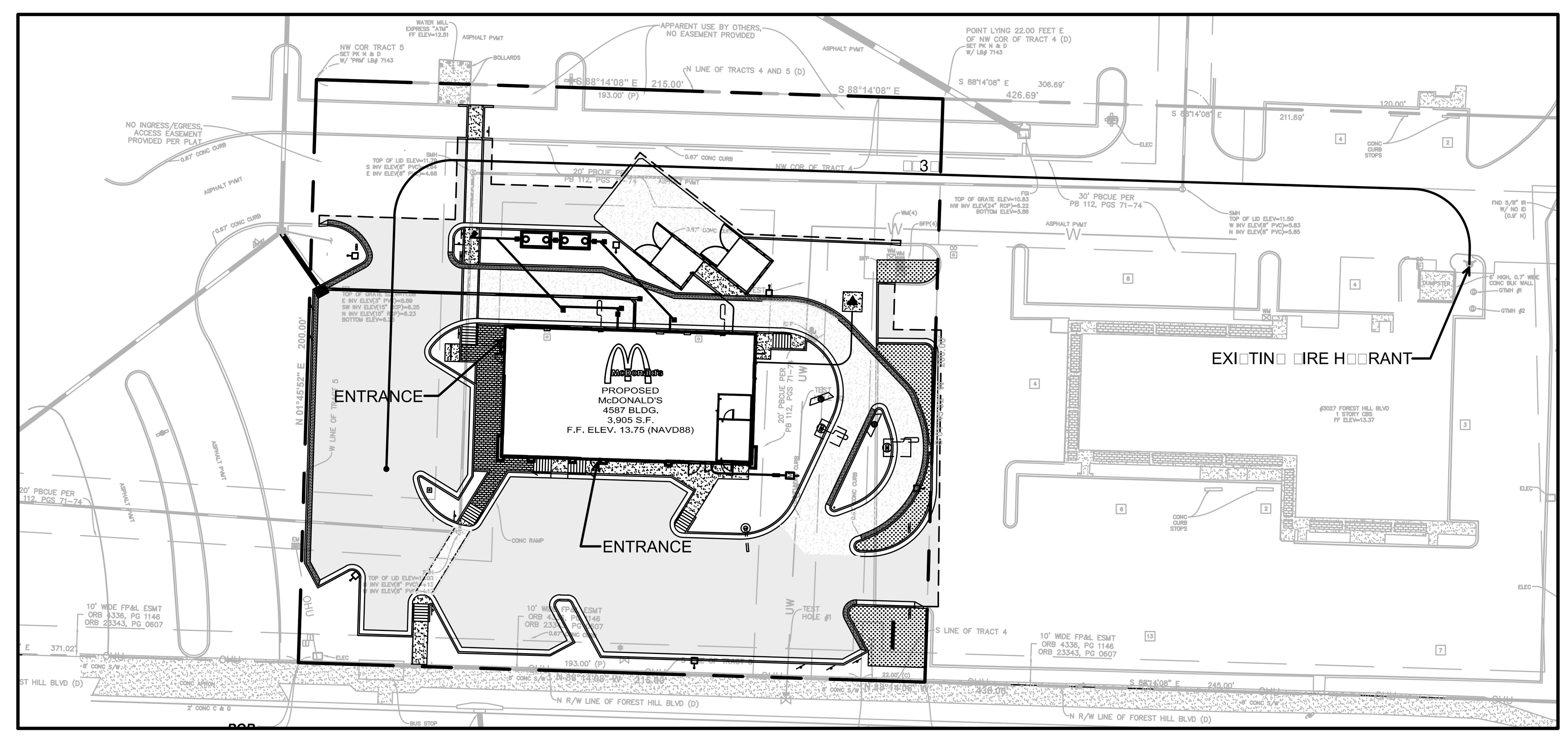

FIRE HOSE LAY DISTANCE △3
□CALE□1" □ □□□

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△1	□□□□1□	PER VILLAGE OF PALM SPRINGS COMMENTS	JT□
△	□1□□1□	MODIFY DUMPSTER ENCLOSURE	JT□
△3	□1□□1□	PER VILLAGE OF PALM SPRINGS COMMENTS	JT□
△	□□□1□	PER VILLAGE & McDONALD'S COMMENTS	JT□
△			
△			
△			

□e□□□ed □□□	C□□
□r□□□ □□□	C□□
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□c□le□	1" □ □□□
□□e□	Mar. 2016
Jo□ No□□	M□□□□□

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Plans Prepared By:
CPH, Inc.
500 West Fulton St.
Sanford, Fl. 32771
Ph: 407.322.6841
Licenses:
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Lndscp. Lic. No. LC0000298

COMPOSITE UTILITY PLAN

McDonald's®

**FOREST HILL & CONGRESS
PALM SPRINGS / FLORIDA**

□□ee□No□
C-9

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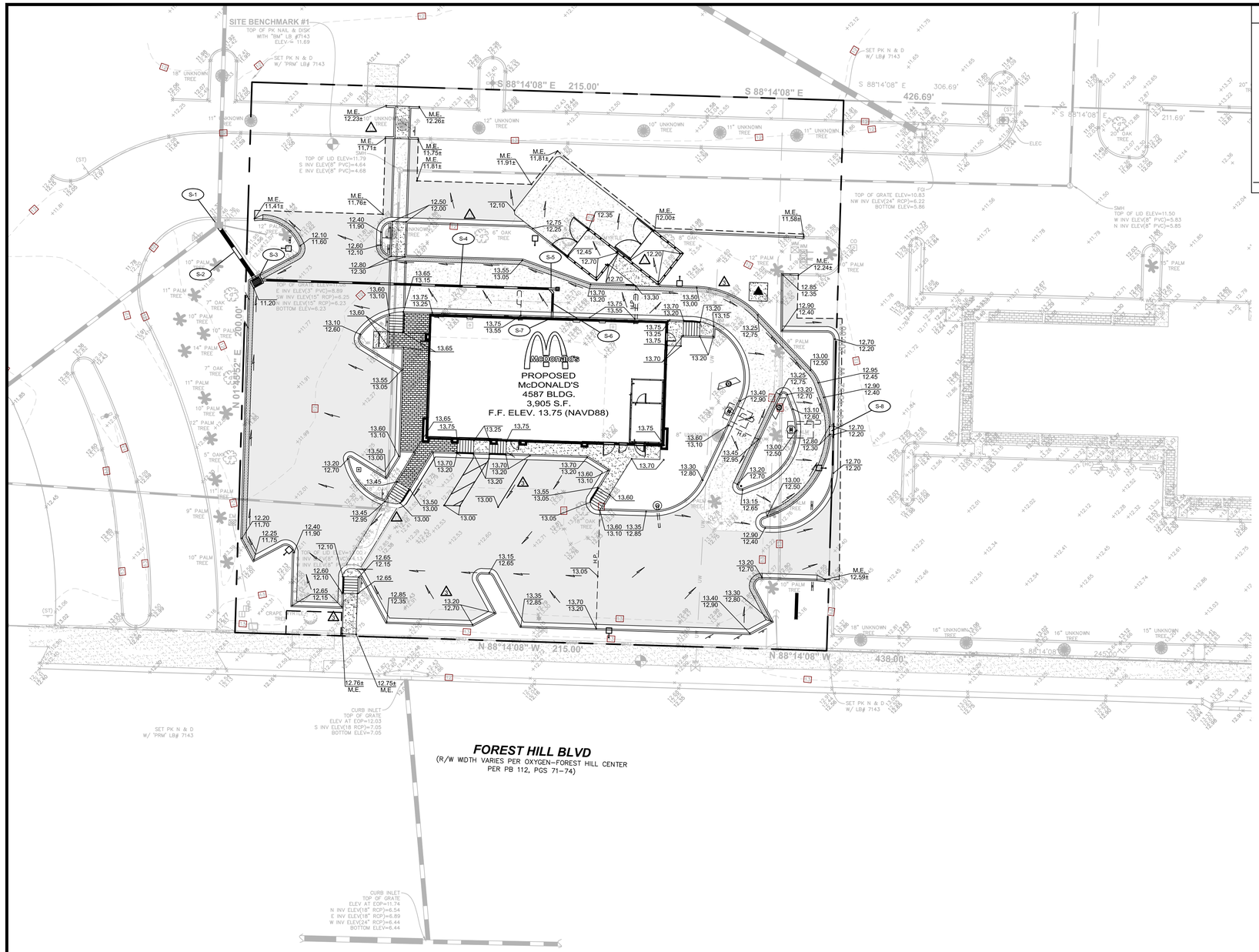

LEGEND

- T.W. X.XX / E X.XX — PROPOSED ELEVATION
- X.XX — PROPOSED ELEVATION
- X.XX — PROPOSED ELEVATION
- M.E. X.XX± — MATCH EXISTING ELEVATION / BOTTOM OF CURB ELEVATION
- HP — PROPOSED HIGH POINT
- PROPOSED RAINBIRD ELEVATION
- PROPOSED STORM INLET
- PROPOSED CURB & GUTTER
- PROPOSED CLEANOUT
- PROPOSED FENCE

GENERAL GRADING NOTES

1. PRIOR TO ANY EMOLITION OR CONSTRUCTION ACTIVITY THE CONTRACTOR SHALL INSTALL EROSION AND SEDIMENTATION CONTROL MEASURES WHERE SHOWN ON LANDSCAPE PRIOR TO ANY EXCAVATION OR STORING MATERIALS ON SITE. THE CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL DEVICES THROUGHOUT THE CONSTRUCTION PERIOD. THE SEDIMENTATION CONTROL MEASURES AND EROSION CONTROL DEVICES SHALL BE INSPECTED DAILY. THE CONTRACTOR SHALL ALSO PROTECT INLETS AND OTHER SITE ASSETS FROM SEDIMENTATION DURING PROTECTION AND RETAILED IN ACCORDANCE WITH EXISTING NO.1.

2. THE CONTRACTOR SHALL CONSTRUCT PROVIDING STABILIZATION MEASURES AND SEDIMENTATION CONTROL MEASURES AS SHOWN ON LANDSCAPE PLANS. THE CONTRACTOR SHALL MAINTAIN SUCH MEASURES UNTIL LANDSCAPING IS INSTALLED ON A SUFFICIENTLY DEVELOPED PLANTING SEASON.

3. FOLLOWING COMPLETION OF CONSTRUCTION AND COMPLETE STABILIZATION OF POTENTIAL EROSION AREAS, THE CONTRACTOR SHALL REMOVE SEDIMENTATION CONTROL MEASURES AND CLEAN AND RESTORE AREAS AFFECTED BY THE CONSTRUCTION ACTIVITIES AND STABILIZATION IN THE STORMWATER SYSTEM SHALL BE COMPLETED. FAILURE TO PROVIDE PRIOR TO CERTIFICATION OF COMPLETION.

4. ALL WORK OVER WITHIN ANY ROADWAY RESTORED IN SEPARATE PERMIT IS SEPARATE BY THE PALM BEACH COUNTY PUBLIC WORKS DEPARTMENT.

5. HAVING COMPLETED THE NATIONAL FLOOD INSURANCE PROGRAM RATE MAP COMMUNITY PANEL NO. 1 1 1 1 B, EFFECTIVE OCTOBER 1, 1 THE SUBJECT PROPERTY AREAS TO LIE IN ZONE A, WHICH ARE AREAS DETERMINED TO BE AREAS WHICH ARE SPECIAL FLOOD HAZARD AREA IN NATE B 1 EAR FLOOD WITH BASE FLOOD ELEVATIONS ACTE A 13 FEET IN AN LIE IN ONE B, WHICH ARE AREA BETWEEN LIMITS OF THE 1 EAR FLOOD AN EAR FLOOD OR CERTAIN AREAS SUBJECT TO 1 EAR FLOOD IN WITH A AREA FEET THE FLOOD THAN ONE FOOT OR WHERE THE CONTRIBUTING RAINAGE AREA IS LESS THAN ONE SQUARE MILE OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD

6. THIS PROJECT IS EN IN A PROPOSAL BY THE FLORIDA WATER MANAGEMENT DISTRICT

7. CONTRACTOR SHALL REVIEW EXISTING ANY CONFLICTING ELEVATIONS PRIOR TO CONSTRUCTION

8. CONTRACTOR SHALL EXISTING FLOW LINE RAINAGE FLOW AWAY FROM BUILDING AND THAT A MINIMUM FLOW EXISTS AT LEAST 1 IN THE DIRECTION OF RAINAGE FLOW IN INDICATE CAN BE ACHIEVED

9. TO PROVIDE HISTORIC INFORMATION REGARDING THE REFERENCE TO THE NORTH AMERICAN VERTICAL DATUM OF 1 NA OR THIS LOCATION, NA ELEVATION ARE 1 FEET LOWER THAN N ELEVATION

PROPOSED STORM SEWER SCHEDULE

1	CORE BORE CONNECT TO EXISTING INLET PROVIDE FLEXIBLE CONNECTION PROVIDE WATERTIGHT CONNECTION REMOVE EXISTING 3" CAP AND SEAL CONNECTION POINT WITH WATER TIGHT SEAL
	3 1.7 STORM INLET 1
3	TYPE "C" INLET PER POINT IN EX No 3 TO ELEV 11 E 1 * ROOF RAIN N.W 3 1.7 STORM INLET
	1 1.7 STORM INLET 1 1
	1.7 WYE WITH CLEANOUT, 1 TOP ELEV. 13.23±
	1 1.7 STORM INLET
	ROOF RAIN CONNECTION TO BLDG 1 11 PER TO ARCHITECT LANDSCAPE PLAN
	PROPOSED CONCRETE FLUME, PER DETAIL, SHEET C-1

PROPOSED STORM SYSTEM NOTES

1. ALL PIPE IN PLEASE ENSURE ECIFIED A "STORM PIPE" SHALL BE SELECTED FROM THOSE LISTED IN GENERAL NOTES STORM SEWER SYSTEM, SHEET C-1.
2. FOR INLET BOTTOM PIPE POINT IN EX NO
3. FOR SPECIAL DETAILS PIPE POINT IN EX NO 1
4. ALL RAINWATER PIPE TRACKS, INCLUDING CLEANOUTS, SHALL BE INSTALLED WITH TRACKING BEARING RATES, TOGETHER, AND CONFORM, ETC. APPLICABLE
5. ALL PROPOSED INLET RATES SHALL BE HYDRAULIC BEARING RESTRICTING FLOW FEEL
6. PIPE CROSSING AT THIS LOCATION HAS BEEN CALCULATED TO BE LESS THAN 1 " CLEARANCE CONTRACTOR SHALL TAKE THE NECESSARY PRECAUTION TO ENSURE JOINT BELL DO NOT ALIGN VERTICALLY AT CROSSING POINT ANY SPIGOT JOINT HAVE AT LEAST FEET HORIZONTAL CLEARANCE FROM CROSSING POINT PIPE IS CROSSING DETAIL, SHEET C-1

⚠ DATUM CONVERSION FACTOR

TO DORAHIC INFORMATION PERTINENT TO THE EXISTING RESERVENCE TO THE NORTH AMERICAN VERTICAL DATUM OF 1 NA OR THIS LOCATION, NA ELEVATION ARE 1 FEET LOWER THAN N ELEVATION

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		B	

Drawn by	C
Checked by	C
Approved by	JT
Date	ML
Scale	1"
Job No.	Mar. 2016
Sheet No.	M

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Plans Prepared By:
CPH, Inc.
500 West Fulton St.
Sanford, Fl. 32771
Ph: 407.322.6841
Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
Arch. Lic. No. AA2600926
Lndscp. Lic. No. LC0000298

GRADING & STORM DRAINAGE PLAN

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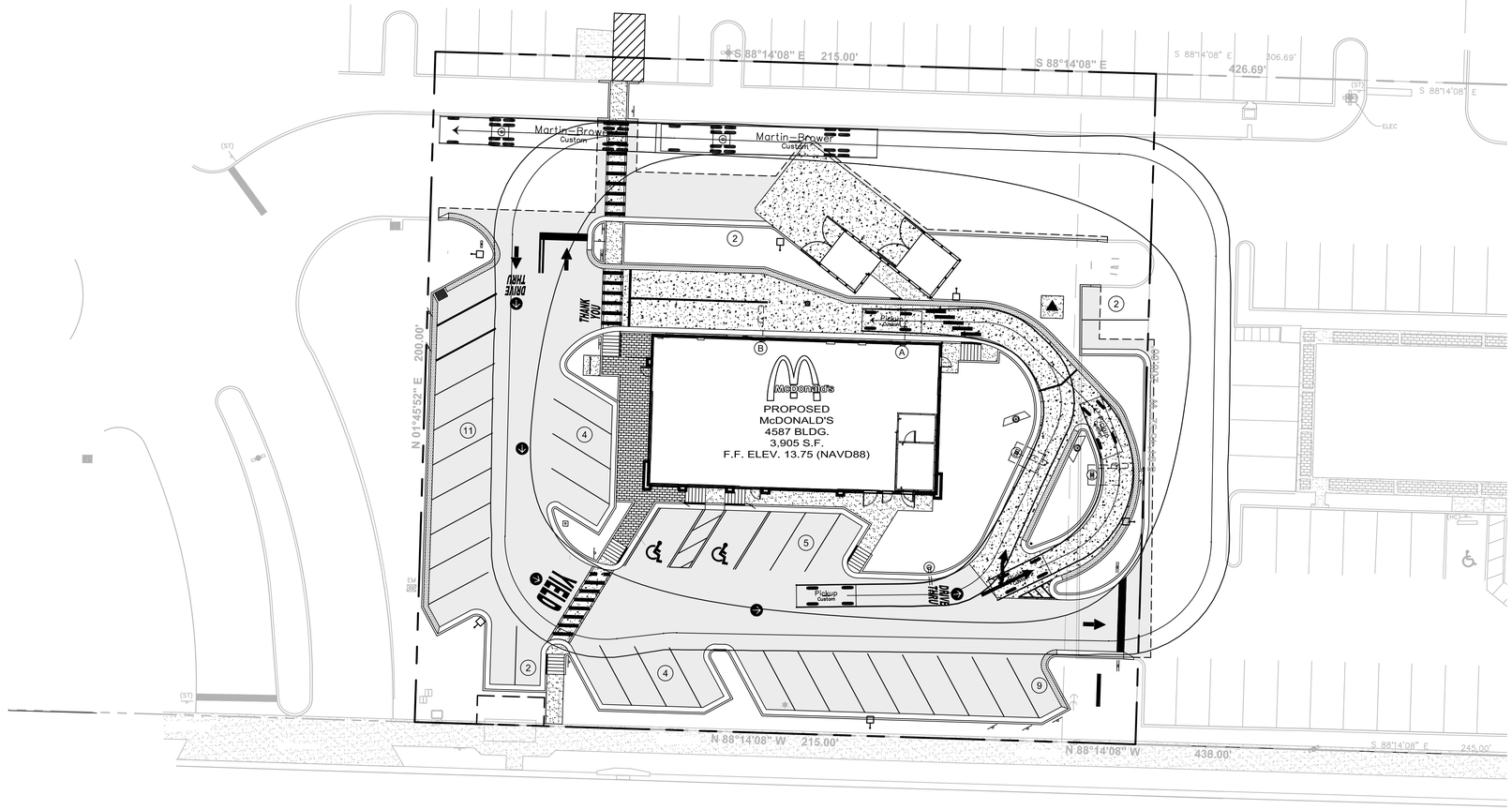
PALM SPRINGS / FLORIDA

Sheet No.

C-8



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GRAPHIC SCALE

1 INCH = 20 FEET

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No	Revision	By
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Drawn by: C.D.
Checked by: C.D.
Approved by: JT
Scale: 1" = 20'
Date: Mar. 2016
Job No.: M1

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Plans Prepared By:
CPH, Inc.
500 West Fulton St.
Sanford, Fl. 32771
Ph: 407.322.6841
Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
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TRUCK TURN ENVELOPE

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Sheet No.

C-7A

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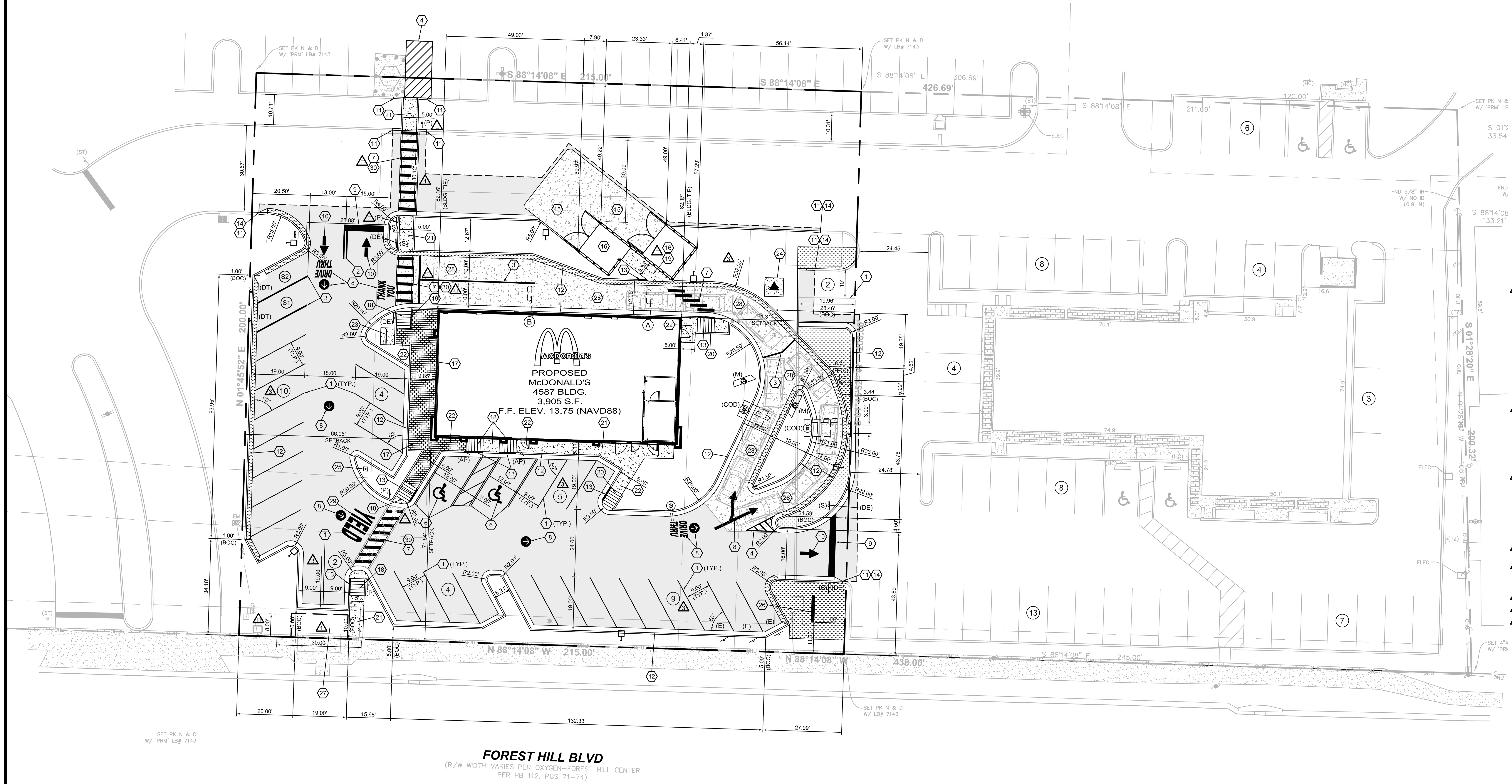

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GENERAL NOTES

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1□□TRAN□ITION□ TO BE □L□□H ALL ALON□ THE ACCE□□IBLE RO□TE□CONTRACTOR □HALL EN□□RE THE MAXIM□M CON□TR□CTE□ LE□EL TRAN□ITION AT E□ER□ JOINT □OE□ NOT EXCEE□ THE MAXIM□M ALLOWABLE □N□ER THE A□A A□TER □ETTLEMENT, EX□AN□ION, CONTRACTION, ETC□CHAN□E□ IN LE□EL O□ 1□" HI□H MAXIM□M □HALL BE □ERMITTE□ TO BE □ERTICAL□CHAN□E□ IN LE□EL BETWEEN 1□" HI□H MINIM□M AN□ 1□" HI□H MAXIM□M □HALL BE BE□ELE□ WITH A □LO□E NOT □TEE□ER THAN 1□□

□□□ILL EX□AN□ION □CONTROL JOINT WITH EXTERIOR □RA□E CONCRETE EX□AN□ION JOINT CA□L□IN□□ILL ENTIRE LEN□TH O□ JOINT □□CH THAT AN□ CHAN□E IN ELE□ATION □OE□ NOT EXCEE□ 1□" IN ELE□ATION □ROM THE A□JACENT CONCRETE □□R□ACE□ WHEN CA□L□IN□ HA□ C□RE□□ □OR JOINT□ WITH □OI□□ □EE□ER THAN 1□", IN□TALL CONTIN□O□□ □IBERBOAR□ EX□AN□ION JOINT □ILLER BELOW CA□L□IN□ TO □□□□ORT CA□L□IN□ ABO□E□

PAVING SPECIFICATION

□MINIM□M □" TOTAL COM□ACTE□ A□□HALT THIC□NE□□□

THE □ENERAL CONTRACTOR □HALL □RO□I□E MC□ONAL□□ WITH □TR□CT□RALL□ AN□ CO□METICALL□ □O□N□ □RI□EWA□ AN□ □AR□IN□ AREA□ ACCOR□IN□ TO THE □OLLOWIN□ □□ECI□ICATION□□ALL □□B□BA□E □OIL, □ILL AN□ BAC□□ILL AREA□ □HALL BE COM□ACTE□ IN ACCOR□ANCE WITH THE □OIL□ RE□ORT□THE BA□E MATERIAL □HALL CON□I□T O□ □" MINIM□M COM□ACTE□ THIC□NE□□ CR□□HE□ LIMEROC□ □□□OT A□□RO□E□ WITH LBR □ 1□□□□LACE□ AN□ COM□ACTE□ TO □□□ O□ THE MAXIM□M MO□I□IE□ □ROCTOR □R□ □EN□IT□ □A□TM □□1□□□AA□HTO T□1□□□□ALTERNATE BA□E MATERIAL□ MA□ BE □□E□ BA□E□ □□ON RECOMMEN□ATION□ O□ THE □OIL□ EN□INEER AN□ A□□RO□AL O□ THE MC□ONAL□□ □ROJECT MANA□ER□ALL A□□HALT □HALL BE □TATE O□ □LORI□A □□ECI□IC□ATION T□□E □□III MO□I□IE□ WITH A MIN□"MAR□HALL □IEL□ □TABILIT□ TE□T" O□ 1,□□□ LB□□ AN□ MINIM□M COM□ACTE□ THIC□NE□□ O□ □□"□□ALL TE□TIN□ □HALL BE □ONE B□ A COM□AN□ A□□RO□E□ B□ THE MC□ONAL□□ □ROJECT MANA□ER□□AI□ COM□AN□ □HALL BE □IRECTL□ RE□□ON□IBLE TO AN□ □HALL CON□I□ER MC□ONAL□□ A□ IT□ ONL□ CLIENT □OR THI□ □ROJECT□THE LOCATION□ O□ ALL TE□T□ □HALL BE □ELECTE□ B□ THE MC□ONAL□□ □ROJECT MANA□ER□THE □□B□BA□E □HALL BE TE□TE□ IN □O□R □□□ LOCATION□ □OR BEARIN□ □AL□E AN□ COM□ACTION□THE BA□E □HALL BE TE□TE□ IN □O□R □□□LOCATION□ □OR THIC□NE□□ AN□ COM□ACTION□THE A□□HALT □HALL BE TE□TE□ IN □O□R □□□LOCATION□ □OR THIC□NE□□, T□□E AN□ □TABILIT□□ALL THE TE□TIN□ □OR EACH □RECE□IN□ MATERIAL M□□T BE □ATI□□ACTOR□ BE□ORE EACH □□CCE□□I□E MATERIAL I□ IN□TALLE□□MC□ONAL□□ □HALL BE NOTI□IE□ O□ THE TE□T RE□□LT□ O□ ALL TE□T□ AN□ RE□TE□T□□WHEN A TE□T □AIL□ OR WHEN, IN THE O□INION O□ THE MC□ONAL□□ □ROJECT M□R□AN□□OR CON□TR□CTION M□R, THE IN□TALLATION I□ □N□ATI□□ACTOR□, REME□IAL TE□TIN□ AN□□OR REME□IAL CORRECTI□E MEA□□RE□ □HALL BE □ONE AT THE □ENERAL CONTRACTOR□□ EX□EN□E AN□ □HALL BE INCL□□E□ IN HI□HER C□□□□

NOTE: McDONALD'S ENGINEER RESERVES THE RIGHT TO REQUEST A COMPACTION TEST AND/OR A CORE SAMPLE. IF TESTS PROVE CORRECT, PER ABOVE SPECIFICATION, TESTS WILL BE AT THE EXPENSE OF McDONALD'S, OTHERWISE, G.C. WILL BE CHARGED.

UTILITY INFORMATION

□TILIT□	LOCATION
□ANITAR□ □EWER	MAIN ALON□ WE□T AN□ NORTH □I□E□ O□ □RO□ERT□
WATER	METER □ B□□ AT THE NORTHEA□T CORNER O□ □RO□ERT□
RECLAIM WATER	N□A
□TORM □EWER	□T□B O□T ON THE NORTHWE□T CORNER O□ □RO□ERT□
ELECTRIC	O□ERHEA□ LINE ALON□ □O□TH □I□E O□ □RO□ERT□
□A□	N□A

SURVEY INFORMATION

□RE□ARE□ B□□	C□H, INC□ □□□WE□T □□LTON □TREET □AN□OR□, □LORI□A 3□□□1 □□□□□3□□□□□□1 ATTN□□A□L J□□ATRE□, □□M
□ATE□	□ECEMBER 31, □□1□

McDONALD'S PARKING INFORMATION

TOTAL □□ACE□ RE□□IRE□ **78**	□AR□IN□ RE□□IRE□ □□A□T □OO□ RE□TA□RANT□□ 1 □□ACE □ER □□ □□□□O□ B□IL□IN□ AREA 3,□□□ □□□ □ □□ □□ACE□ RE□□IRE□	△1△3
TOTAL □□ACE□ □RO□I□E□ □TRACT □□ **36** △	30 PROPOSED SPACES: 9' X 19' STANDARD @ 60° 2 PROPOSED SPACES: 9' X 19' STANDARD @ 90° 2 EXISTING SPACES: 10' X 19' STANDARD @ 90° 2 PROPOSED SPACES: 12' X 19' ACCESSIBLE @ 60°	

SHOPPING CENTER PARKING INFORMATION △1△

TOTAL □□ACE□ RE□□IRE□ **750***	□NOTE□RE□□IRE□ □AR□IN□ □□ACE□ TA□EN □ROM O□ERALL □ITE □LAN □OR □ORE□T HILL CENTER OBTAINE□ □ROM □ALM BEACH CO□NT□□ EXI□TIN□ CENTER□13□,□1 □□□□□□□□ □ □□□ □□ACE□ RE□□IRE□ □RO□O□E□ CENTER□13□,3□1 □□□□□□□□ □ □□□ □□ACE□ RE□□IRE□ □RO□O□E□ Mc□ONAL□□□3,□□□ □□□□□□□□ □ □□ □□ACE□ RE□□IRE□ TOTAL □□ACE□ RE□□IRE□□□□□ RE□□IRE□
TOTAL □□ACE□ □RO□O□E□ **△717△**	EXI□TIN□ □□ACE□□ □1□ RETAIL □□ACE□ TO BE REMO□E□□ 33 □RO□O□E□ Mc□ONAL□□ □□ACE□□ 3□ TOTAL □□ACE□ □RO□O□E□ □ □1□

△* ALLOWABLE REDUCTION TO THE PARKING STALL REQUIREMENTS BASED ON PARKING GENERATION ANALYSIS DATED AUGUST 23, 2016 AS PREPARED BY CPH, INC. ON FILE WITH THE VILLAGE OF PALM SPRINGS

SITE LEGEND

- □ □RO□O□E□ □RI□E□THR□ □ATEWA□ BAR
- □M□ □ □RO□O□E□ MEN□ BOAR□
- □CO□□ □ □RO□O□E□ C□□TOMER OR□ER □I□□LA□ □□EA□ER
- □ □RO□O□E□ □ETECTOR LOO□
- □□□□ □ □RO□O□E□ □RE□□ELL BOAR□
- □ □RO□O□E□ CONCRETE □A□EMENT
- □ □RO□O□E□ A□□HALT □A□EMENT
- □□□L□" □ □IN□LE □ELLOW □OLI□ LINE □□" WI□E
- □□□L□" □ □IN□LE □ELLOW □OLI□ LINE □□" WI□E
- □W□L□" □ □IN□LE WHITE □OLI□ LINE □□" WI□E
- □□□L□" □ □O□BLE □ELLOW □OLI□ LINE □□" WI□E
- (A) □ □RO□O□E□ OR□ER WIN□OW
- (B) □ □RO□O□E□ □RE□ENTER WIN□OW
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△ DATUM CONVERSION FACTOR

TO□O□RA□HIC IN□ORMATION □E□ICTE□ IN THE□E □LAN□ I□ RE□ERENCE□ TO THE NORTH AMERICAN □ERTICAL □AT□M O□ 1□□□ □NA□□□□□□□OR THI□ LOCATION, NA□□□□ ELE□ATION□ ARE 1□□□□ □EET LOWER THAN N□□□□□ ELE□ATION□□

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No□	□□te	Re□□□□o□	B□
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△	□□□□1□1□	PER VILLAGE & McDONALD'S COMMENTS	JT□
△	□□1□□1□	PER VILLAGE OF PALM SPRINGS COMMENTS	JT□
△3	□□□□□1□	PER VILLAGE OF PALM SPRINGS COMMENTS	JT□
△	□□1□□1□	MODIFY DUMPSTER ENCLOSURE	JT□
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Plans Prepared By:
CPH, Inc.
500 West Fulton St.
Sanford, Fl. 32771
Ph: 407.322.6841
Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
Arch. Lic. No. AA2600926
Lndscp. Lic. No. LC0000298

SITE DIMENSION PLAN

McDonald's
FOREST HILL & CONGRESS
PALM SPRINGS / FLORIDA

□□ee□No□
C-7

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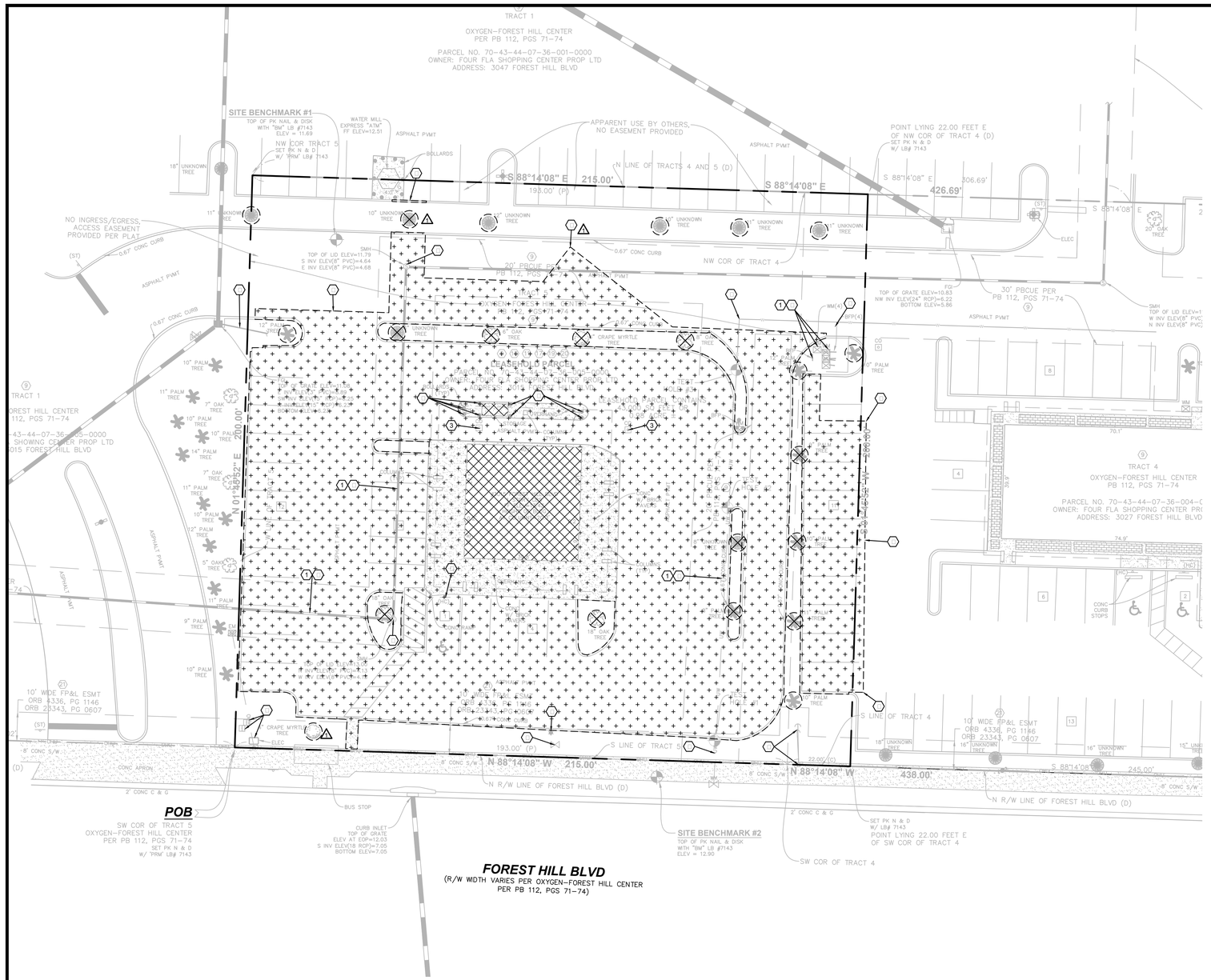

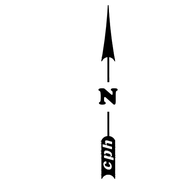

KEYNOTES LEGEND

1. CONTRACTOR TO PROTECT AND MAINTAIN EXISTING UTILITIES
2. CONTRACTOR TO PROTECT AND MAINTAIN EXISTING UTILITIES
3. EXISTING UTILITY TO BE REMOVED
4. ALL EXISTING LIGHT POLES ON SITE TO BE REMOVED
5. EXISTING DUMPSTER TO BE REMOVED
6. EXISTING BOLLARD TO BE REMOVED
7. LIMIT OF DEMOLITION. REMOVAL
8. REMOVE EXISTING STORM INLET IN ACCORDANCE WITH GRADING AND DRAINAGE PLAN

DEMOLITION LEGEND

- DEMOLITION AND REMOVAL TO BE DEMOLISHED AND REMOVED
- BUILDING TO BE DEMOLISHED AND REMOVED
- CONTRACTOR TO PROTECT AND MAINTAIN
- TREE TO BE REMOVED. RELOCATED PER LANDSCAPE PLAN

DEMOLITION NOTES

1. THE LOCATIONS OF ALL EXISTING UTILITIES SHOWN ON THIS PLAN HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE ONLY FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THEIR ACCURACY OR PRIOR TO THE START OF ANY DEMOLITION ACTIVITY. THE CONTRACTOR SHALL NOTIFY THE UTILITY COMPANIES FOR ON SITE LOCATIONS OF EXISTING UTILITIES.

2. CHAPTER 3 OF THE FLORIDA STATE RESIDENTIAL CODE THAT AN EXCAVATOR NOTIFY ALL APPLICABLE UTILITIES A MINIMUM OF TWO WORKING DAYS PRIOR TO EXCAVATING.

3. THE CONTRACTOR SHALL REMOVE ALL MATERIALS, LABOR, EQUIPMENT AND OTHER ITEMS NECESSARY FOR THE OPERATION OF DEMOLITION AND REMOVAL OF EXISTING STRUCTURES, PAVEMENT AND UTILITIES AS SHOWN ON THE DRAWINGS AND AS DESCRIBED HEREIN.

4. THE CONTRACTOR SHALL REQUIRE TO FAMILIARIZE HIMSELF WITH THE STRUCTURES TO BE DEMOLISHED AND BRIEF DESCRIPTION OF THE STRUCTURES INCLUDED FOR THE CONTRACTOR CONVENIENCE ONLY.

5. THE FOLLOWING LIST OF STRUCTURES INVOLVED DEMOLITION INCLUDES FOR THE CONTRACTOR CONVENIENCE ONLY. THE DRAWINGS INDICATE THE GOALS OF DEMOLITION WHERE DEMOLITION REQUIRED.

   A. DEMOLITION AND REMOVAL OF EXISTING CONCRETE BLOCK BUILDING.
   B. DEMOLITION AND REMOVAL OF EXISTING ON SITE ASPHALT, CONCRETE DRIVEWAY AND CURBING TO LIMIT OF SHOWN.
   C. REMOVAL OF EXISTING ON SITE ABOVE GROUND UTILITIES, INCLUDING REMOVAL AND DISPOSAL OF EXISTING UTILITIES AS SHOWN ON PLAN.

6. PRIOR TO REMOVAL OF ANY DEMOLITION, CONTRACTOR SHALL OBTAIN ALL PERMITS FROM THE CITY. CONTRACTOR MUST COMPLETELY DRAIN THE SYSTEM TO AN APPROVED SANITATION TANK OR DISPOSAL AT AN APPROVED LOCATION AND IN ACCORDANCE WITH LOCAL STATE REQUIREMENTS.

7. ALL DEMOLITION WORK SHALL BE COMPLETED. REMOVED DEBRIS AND DUMPED MUST BE COMPLETELY REMOVED FROM THE SITE. CONTRACTOR SHALL USE ADEQUATE PROTECTIVE MATERIALS OR BILLING THE SAFE AREA. ALL DEBRIS SHALL BE DISPOSED CLEAN LINE AND AS PER LOCAL STANDARDS. SHALL BE PLACED IN LOCKED LIST. NOT EXCEEDING 7" IN THICKNESS AND COMPACTED TO AT LEAST DISPOSE THE MOBILIZE PROCTOR MAXIMUM PRESSURE.

8. ALL EXISTING STRUCTURES, PAVEMENTS, LABELS, DISMANTLING, STRUCTURES, AND OTHER EXISTING SEAT REMOVED AND INDICATED ON THE DRAWINGS TO BE REMOVED. SHALL BE REMOVED AND REMOVED. BY THE CONTRACTOR. REMOVED NO STRUCTURE DEBRIS TANTIALLY A WHOLE. EMOLISHED COMPLETELY ON THE REMIED.

9. ALL EXISTING SEWER, LINES AND UTILITIES SHOWN ARE NOT TO BE INTERPRETED AS THE EXACT LOCATION, OR ANY THE ONLY OBSTACLE THAT MAY OCCUR ON THE SITE. EXISTING CONDITIONS AND PROCEED WITH CAUTION AROUND AND ANTICIPATE SEAT RESPONSIBLE NOTICE TO ALL UTILITY COMPANIES RESPONSIBLE FOR CONTROL AND REMOVAL OF ALL SEWER LINES AND CABLE LINES BEFORE PROCEEDING WITH THE WORK.

10. ELECTRICAL, TELEPHONE, CABLE AND OTHER CABLE LINES NEEDING TO BE REMOVED OR RELOCATED SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY COMPANY PRIOR TO COMMENCEMENT OF CONSTRUCTION. ALL SITE ATE TIME SHALL BE PROVIDED OR RELOCATION AND CLOSE COORDINATION WITH THE UTILITY COMPANY IS A NECESSARY TO PROVIDE A SMOOTH TRANSITION IN UTILITY SERVICE.

11. PROVIDE ADEQUATE PROTECTION OR SERVICE AND PROVIDE ALL TIME EXECUTE THE WORK IN A MANNER TO AVOID HAZARDS TO SERVICE AND PROVIDE ALL INTERFERENCE WITH THE USE OF AND ACCESS TO ADJACENT BUILDING STREETS AND UNLESS SHALL NOT BE BLOCKED BY DEBRIS AND EQUIPMENT.

12. AIR HAMMER OR OTHER SIMILAR NOISE WILL BE PERMITTED ON EXTERIOR WORK.

13. CONTRACTOR MUST TO OPERATION AND NOTIFY THE OWNER OR PROVIDE DIRECTION IN AND ENVIRONMENTAL OR HEALTH RELATED CONTAMINATED ENCOUNTERED DURING THE DEMOLITION EXCAVATION PROCEED.

14. REMOVE AND DISPOSE ALL OTHER REBBLE, REBBLE, AND DEBRIS PROPERLY COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS OF ERNING AUTHORITY AND OTHER WASTE AND DEBRIS.

15. A. REMOVAL:
   A. WHERE EXISTING EMENT IS TO BE REMOVED, AWC, TTHE PROPERTY LINE AND ADJACENT PROPERTY OR IRONMENT AND TRAFFIC WITH MINIMUM DISTURBANCE TO THE REMAINING ADJACENT PROPERTY. CONSTRUCTION REQUIRE DISTURBANCE OR THE AWC, PROCEED BACK FROM THE RALELE EQUIPMENT PRIOR TO RESTORATION.

   B. WHERE EXISTING A EMENT, CURB, CURB AND GUTTER, DEWAL, RIEWA, OR ALLEY TTER REMOVED OR THE OR RIGHT OF EQUIPMENT CONSTRUCTION IMPROVEMENT. BOX CULVERT, DIE, INLET, MANHOLE, AND RTENANCE, ACILITIES OR STRUCTURE, ETC. SHALL BE REPLACED AND REPLACEMENT OR BETTER CONDITION THAN THE ORIGINAL CONTRACTOR SHALL PROVIDE ALL NECESSARY LABOR, MATERIALS, EQUIPMENT, TOOLS, LIES, AND OTHER EQUIPMENT ARE REQUIRED.

16. CONTINUOUS ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AND PROVIDE ALL TIME RIGHT EMOLITION OF THE EXISTING FACILITIES.

17. PERMITTING IT IS THE CONTRACTOR RESPONSIBILITY TO OBTAIN ANY REQUIRED PERMITTING OR EMOLITION PROCEEDING REQUIRED BY ANY ENCIES AND CALL ACKNOWLEDGE AND COMPLY WITH ALL REQUIREMENTS PRIOR TO COMMENCING EMOLITION WORK.

18. IT IS THE CONTRACTOR SOLE RESPONSIBILITY TO DETERMINE THE EXTENT OF EMOLITION REQUIRED IN ORDER TO PERFORM THE CONTRACT WORK OR THE PROJECT. THE CONTRACTOR SHALL CONDUCT SITE VISIT AND SHALL EXAMINE ALL OF THE INFORMATION WITHIN THE DOCUMENTS ALL REQUIREMENTS PRIOR TO BIDDING SHALL BE PROVIDED HT TO THE ATTENTION OF THE ENGINEER PRIOR TO BIDDING.

19. PRIOR TO EMOLITION OCCURRING, ALL EROSION CONTROL DEVICE ARE TO BE INSTALLED.

20. THE CONTRACTOR SHALL COORDINATE WITH OWNER PRIOR TO COMMENCEMENT OF ANY WORK ACTIVITY REMOVAL AND OR RELOCATION OF ALL EXISTING PLANT TO BE CONSTRUCTED. THE LANDSCAPE CONTRACTOR SHALL THE RESPONSIBILITY OF THE TREWORK CONTRACTOR TO COORDINATE EMOLITION ACTIVITIES WITH THE LANDSCAPE CONTRACTOR. THE CONTRACTOR RESPONSIBLE OR REMOVING AND RESTORING TREES. A INDICATE BY THE OWNER.

21. CONTRACTOR SHALL LIMIT ALL EMOLITION ACTIVITY TO THAT AREA DELINEATED IN THE DRAWING. ALL OTHER EXISTING UTILITIES INCLUDING STORM RAINAGE, ALL ELECTRIC, TELEPHONE, WATER SEWER SHALL BE PROTECTED.

22. A SEPARATE EMOLITION PERMIT IS REQUIRED FOR THE EMOLITION OF THE ACTUAL BUILDING.

23. ALL EXISTING LIGHT POLES ON SITE TO BE REMOVED AND PROPERLY LABELED.

24. CONTRACTOR MAY LIMIT AWC, T AREA EMENT REMOVAL TO ONLY THOSE AREA WHERE IT IS REQUIRED HOWN ON THE SHEET BUT IN ANY AMAGE IS INCURRED ON ANY OF THE PROPERTIES OR IN ANY EMENT, DIEWAL, ETC THE CONTRACTOR SHALL BE RESPONSIBLE FOR IT REMOVAL AND REPAIR.

LANDSCAPING NOTE

SEE LANDSCAPE PLAN FOR PROTECTION AND REMOVAL OF EXISTING VEGETATION.

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1	PER VILLAGE & McDONALD'S COMMENTS	JT	B
Rev. No.	Revision	By	Chk.

Plans Prepared By:
CPH, Inc.
500 West Fulton St.
Sanford, Fl. 32771
Ph: 407.322.6841
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DEMOLITION PLAN

McDonald's
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Sheet No.
C-6

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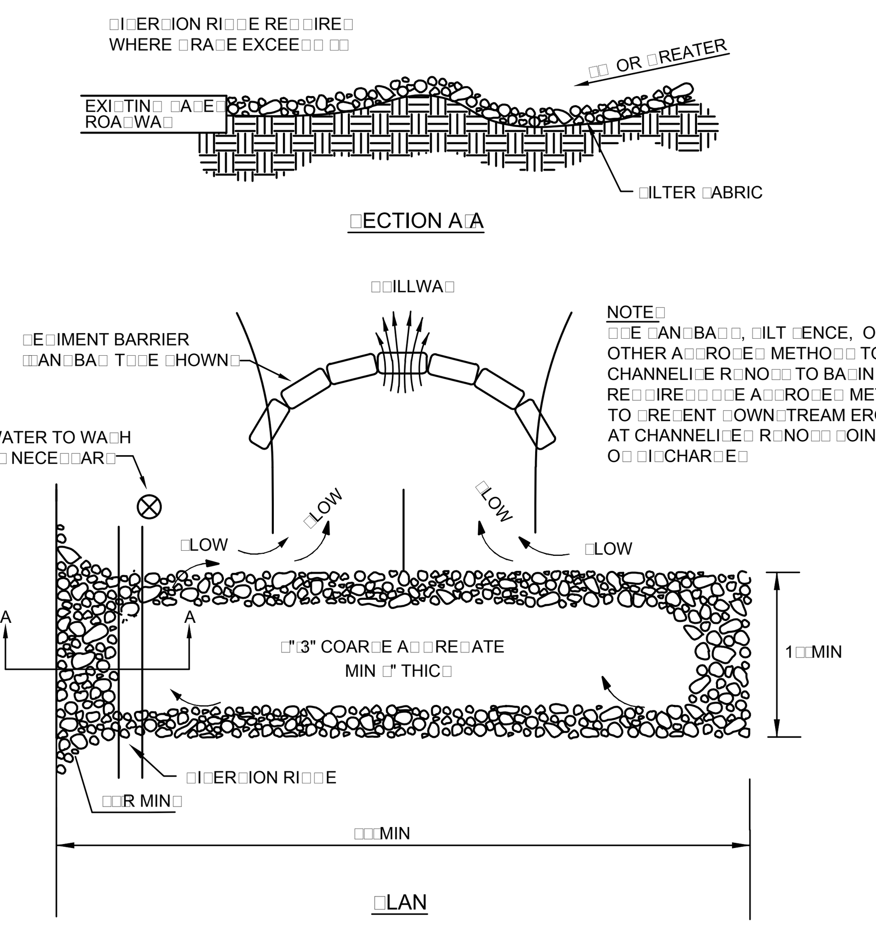


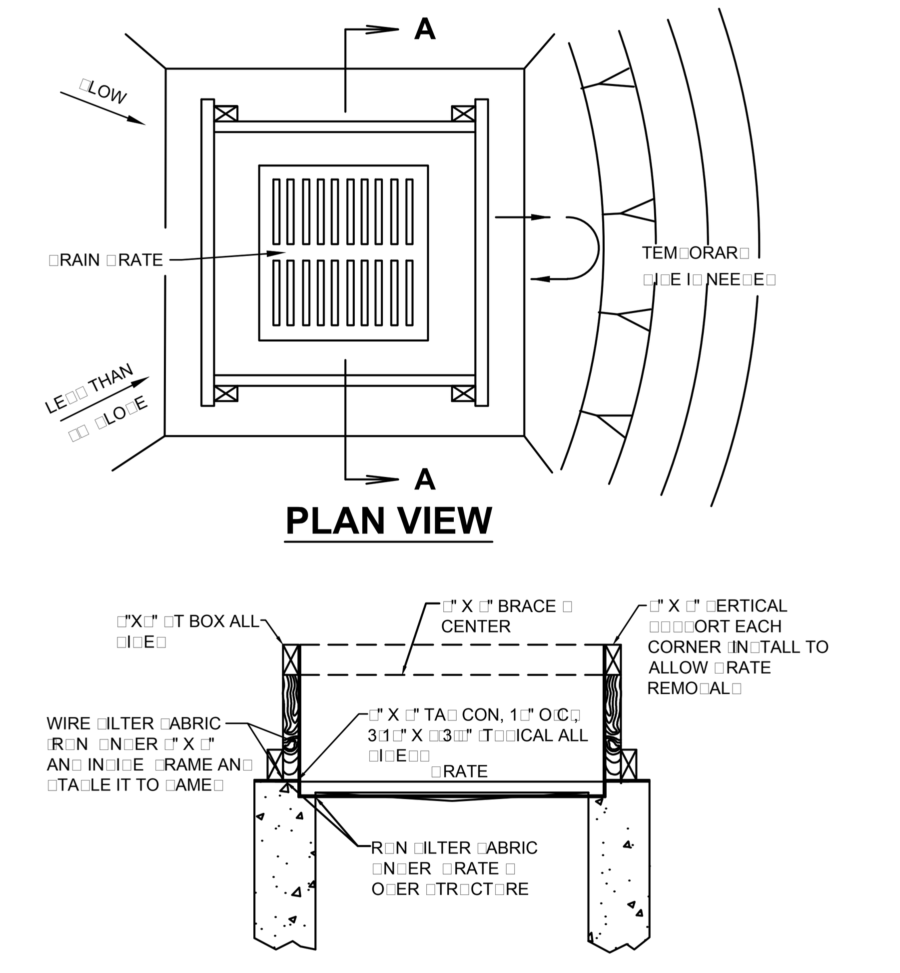
NOTE□□
1□THE ENTRANCE □HALL BE MAINTAINE□ IN A CON□ITION THAT WILL □RE□ENT TRAC□IN□ OR □LOWIN□ O□ □E□IMENT ONTO □□BLIC RI□HT□O□□WA□□THI□ MA□ RE□□IRE TO□ □RE□□IN□ RE□AIR AN□□OR CLEANO□T O□ AN□ MEA□□RE□ □□E□ TO TRA□ □E□IMENT□

□□WHEN NECE□□AR□, WHEEL□ □HALL BE CLEANE□ □RIOR TO ENTRANCE ONTO □□BLIC RI□HT□O□□WA□□

3□WHEN WA□HIN□ I□ RE□□IRE□, IT □HALL BE □ONE ON AN AREA □TABILI□E□ WITH CR□□HE□ □TONE THAT □RAIN□ INTO AN A□□RO□E□ □E□IMENT TRA□ OR □E□IMENT BA□IN□

TEMPORARY CONSTRUCTION EXIT DETAIL

N□T□□□



SECTION A - A

NOTE□□
1□□RO□ INLET □E□IMENT BARRIER□ ARE TO BE □□E□ □OR □MALL, NEARL□ LE□EL □RAINA□E AREA□□LE□□ THAN □□ □□

□□THE TO□ O□ THE □RAME □□ON□IN□ HEI□HT□M□□T BE WELL BELOW THE □RO□N□ ELE□ATION □OWN□LO□E TO □RE□ENT R□NO□□ □ROM B□□A□□IN□ THE INLET□A TEM□ORAR□ □I□E MA□ BE NECE□□AR□ ON THE □OWN□LO□E □I□E O□ THE □TR□CT□RE□

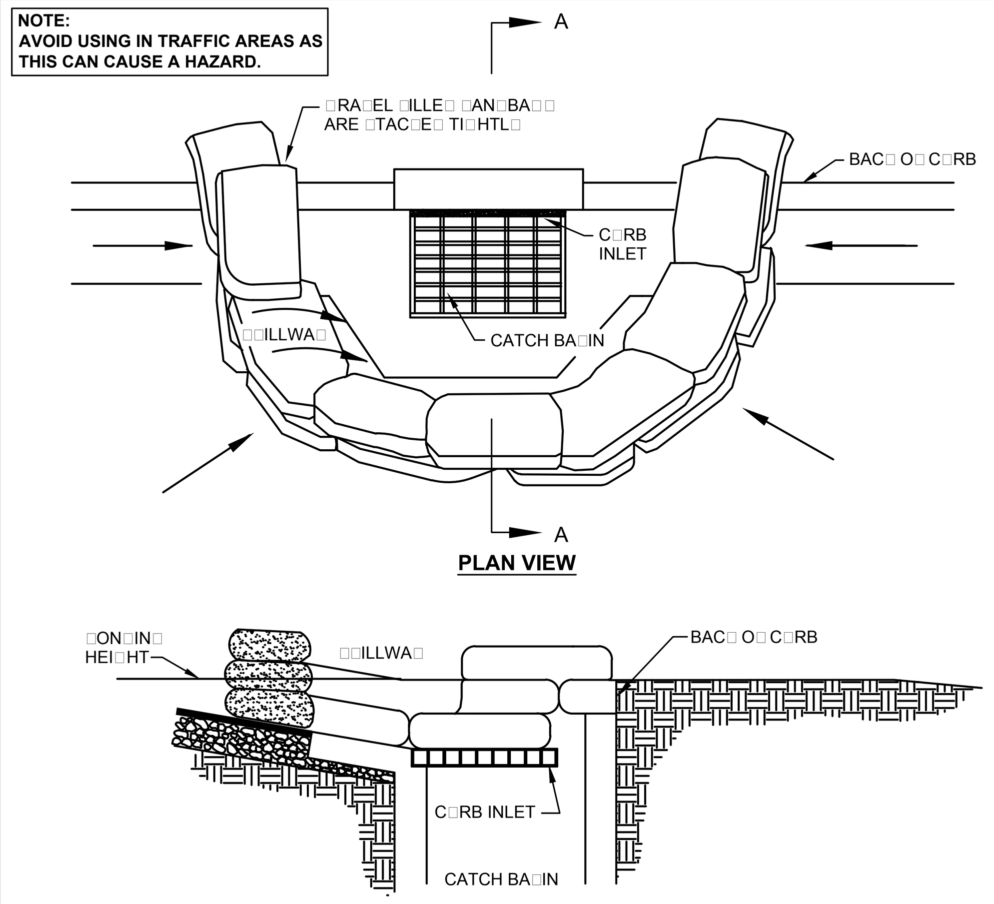
3□ □A□TEN □RAMIN□ TO □TR□CT□RE TO ALLOW □RATE REMO□AL□

□□LEA□E EX□O□E□ E□□E TO ALLOW □OR □A□IN□ TO □RA□E

FILTER FABRIC INLET PROTECTION DETAIL

N□T□□□

NOTE:
AVOID USING IN TRAFFIC AREAS AS THIS CAN CAUSE A HAZARD.



NOTE□□
1□□LACE C□RB T□□E □E□IMENT BARRIER□ ON □ENTL□ □LO□IN□ □TREET □E□MENT□ WHERE WATER CAN □ON□ AN□ ALLOW □E□IMENT TO □E□ARATE □ROM R□NO□□□

□□□AN□BA□□ O□ EITHER B□RLA□ OR WO□EN □EOTEXTILE □ABRIC, ARE □ILLE□ WITH □RA□EL, LA□ERE□ AN□ □AC□E□ TI□HTL□□

3□LEA□E ONE □AN□BA□ □A□ IN THE TO□ ROW TO □RO□I□E A □□ILLWA□ □OR O□ER□LOW□

□□IN□□ECT BARRIER□ AN□ REMO□E □E□IMENT A□ NECE□□AR□□□E□IMENT AN□ □RA□EL M□□T BE REMO□E□ □ROM THE TRA□ELE□ WA□ IMME□IATEL□□

CURB INLET PROTECTION DETAIL

N□T□□□

CONTRACTOR / SUBCONTRACTOR CERTIFICATION TABLE

THI□ □W□□□ M□□T CLEARL□ I□ENTI□□, □OR EACH MEA□□RE I□ENTI□IE□ WITHIN THE □W□□□, THE CONTRACTOR□□□OR □□BCONTRACTOR□□□WHO WILL IM□LEMENT EACH MEA□□RE□ALL CONTRACTOR□□□AN□ □□BCONTRACTOR□□□I□ENTI□IE□ IN THE □W□□□ M□□T □I□N THE □OLLOWIN□ CERTI□ICATION□

"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, AND SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN."

N□me □□□□□□re	T□le	Com□□□□N□me, Addre□□ □□d □□o□e N□m□er	□□e

NOTE□CONTRACTOR TO A□□ □HEET□ TO CERTI□ICATION TABLE A□ NECE□□AR□□

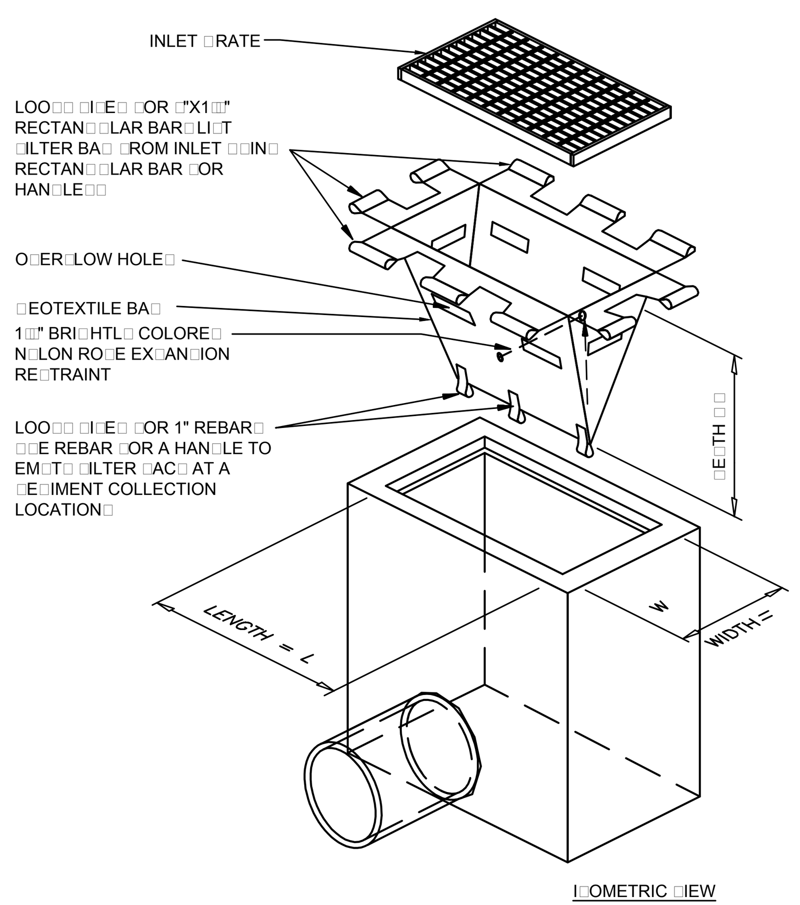
SWPPP IMPLEMENTATION LOG

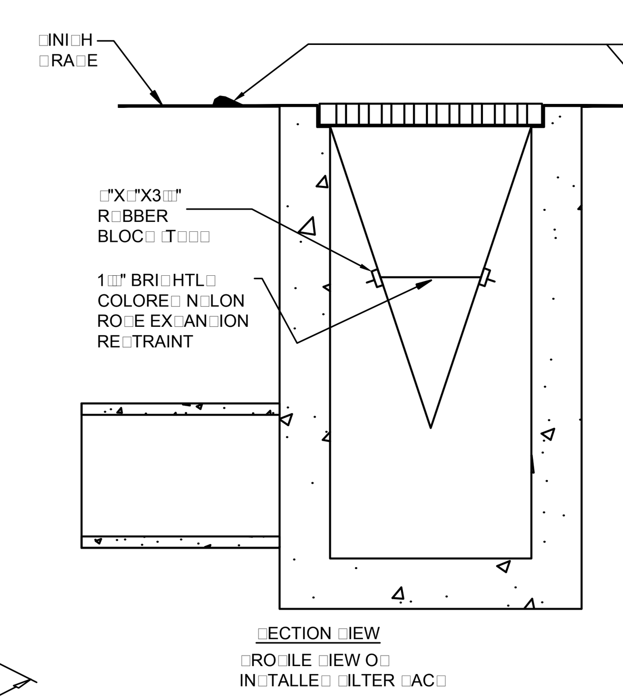
A RECOR□ O□ □ATE□ WHEN BM□□ARE IN□TALLE□ OR REMO□E□, □TABILI□ATION MEA□□RE□ ARE INITIATE□, MAJOR □RA□IN□ ACTI□ITIE□ OCC□R, AN□ CON□TR□CTION ACTI□ITIE□ TEM□ORARIL□ OR □ERMANENTL□ CEA□E ON □ORTION□ O□ THE □ITE□THI□ □ORM M□□T BE □□□ATE□ CONTIN□O□□L□ THRO□□HO□T THE □ROJECT □NTIL THE NOTICE O□ TERMINATION □NOT□I□ □ILE□□

□E□CRI□TION O□ ACTI□IT□	LOCATION	CONTRACTOR	BE□IN □ATE	EN□ □ATE

NOTE□CONTRACTOR TO A□□ □HEET□ TO THE □W□□□ IM□LEMENTATION LO□ A□ NECE□□AR□□

CAUTION: BAGGED INLET PROTECTION REQUIRES ADDITIONAL MAINTENANCE TO ENSURE THAT THE BMP FUNCTIONS PROPERLY AND DOES NOT CAUSE FLOODING.



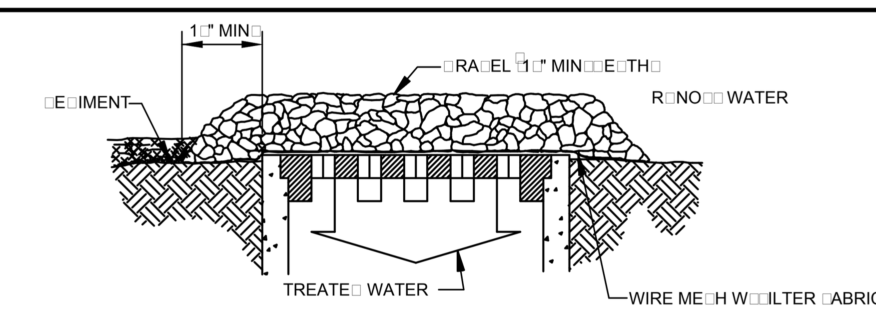


1□REMO□E TRA□□E□ □E□IMENT WHEN BRI□HTL□ COLORE□ EX□AN□ION RE□TRAINT CAN NO LON□ER BE □EEN□
□□ □EOTEXTILE □HALL BE A WO□EN □OL□□RO□□LENE □ABRIC THAT MEET□ OR EXCEE□□ RE□□IREMENT□ IN THE □□ECI□ICATION□ TABLE□
3□ □LACE AN OIL A□□ORBENT □A□ OR □ILLOW O□ER INLET □RATE WHEN OIL □□ILL□ ARE A CONCERN□
□□ IN□□ECT □ER RE□□LATOR□ E□□IREMENT□□
□□ THE WI□TH, "W", O□ THE □ILTER □AC□ □HALL MATCH THE IN□I□E WI□TH O□ THE □RATE□ INLET BOX□
□□ THE □E□TH, "□", O□ THE □ILTER □AC□ □HALL BE BETWEEN 1□INCHE□ AN□ 3□INCHE□□
□□ THE LEN□TH, "L", O□ THE □ILTER □AC□ □HALL MATCH THE IN□I□E LEN□TH O□ THE □RATE□ INLET BOX□
□□ EXTRA CARE □HALL BE TA□EN TO EN□□RE RE□□LAR MAINTENANCE O□ □ILTER □AC□□ □□E□ IN RI□HT O□ WA□ TO EN□□RE A□E□□ATE □RAINA□E CA□ACIT□□

LOW TO MO□ERATE □LOW □EOTEXTILE □ABRIC □□ECI□ICATION TABLE		
□RO□ERTIE□	TE□T METHO□	□NIT□
□RAB TEN□ILE □TREN□TH	A□TM □□□3□	3□□LB□
□RAB TEN□ILE ELON□ATION	A□TM □□□3□	□□ □
□□NCT□RE	A□TM □□□33	1□□LB□
M□LLEN B□R□T	A□TM □3□□□	□□□ □□I
TRA□E□OI□ TEAR	A□TM □□□33	1□□LB□
□□ RE□I□TANCE	A□TM □□□3□□	□□ □
A□□ARENT O□ENIN□ □I□E	A□TM □□□□1	□□ □□ □IE□E
□LOW RATE	A□TM □□□□1	□□ □AL□MIN□□ □T
□ERMITTI□IT□	A□TM □□□□1	□□□□ □EC □1
MO□ERATE TO HI□H □LOW □EOTEXTILE □ABRIC □□ECI□ICATION TABLE		
□RO□ERTIE□	TE□T METHO□	□NIT□
□RAB TEN□ILE □TREN□TH	A□TM □□□3□	□□□LB□
□RAB TEN□ILE ELON□ATION	A□TM □□□3□	□□ □
□□NCT□RE	A□TM □□□33	13□□LB□
M□LLEN B□R□T	A□TM □3□□□	□□□ □□I
TRA□E□OI□ TEAR	A□TM □□□33	□□□LB□
□□ RE□I□TANCE	A□TM □□□3□□	□□ □
A□□ARENT O□ENIN□ □I□E	A□TM □□□□1	□□ □□ □IE□E
□LOW RATE	A□TM □□□□1	□□□ □AL□MIN□□ □T
□ERMITTI□IT□	A□TM □□□□1	1□□ □EC □1

GEOTEXTILE BAG INLET PROTECTION DETAIL

N□T□□□



□□ECI□IC A□□LICATION

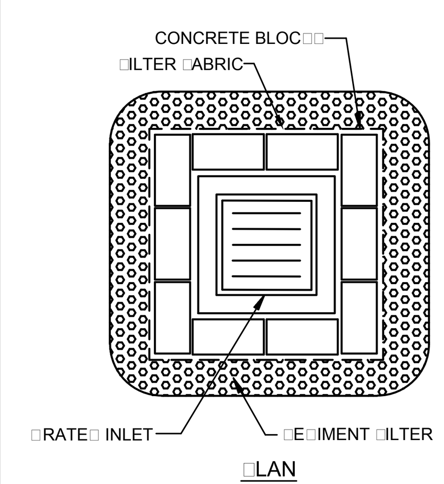
THI□ METHO□ O□ INLET □ROTECTION I□ A□□LICABLE WHERE HEA□□ CONCENTRATE□ □LOW□ ARE EX□ECTE□, B□T NOT WHERE □ON□IN□ ARO□N□ THE □TR□CT□RE MI□HT CA□□E EXCE□□I□E INCON□ENIENCE OR □AMA□E TO A□JACENT □TR□CT□RE□ AN□ □N□ROTECTE□ ACRE□□

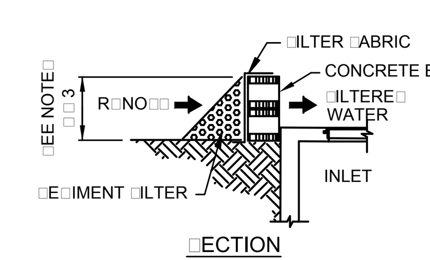
□□RA□EL □HALL BE □"□3" CLEAN □TONE

GRAVEL & WIRE MESH INLET SEDIMENT FILTER

N□T□□□

NOTE:
AVOID USING IN TRAFFIC AREAS AS THIS CAN CAUSE A HAZARD.

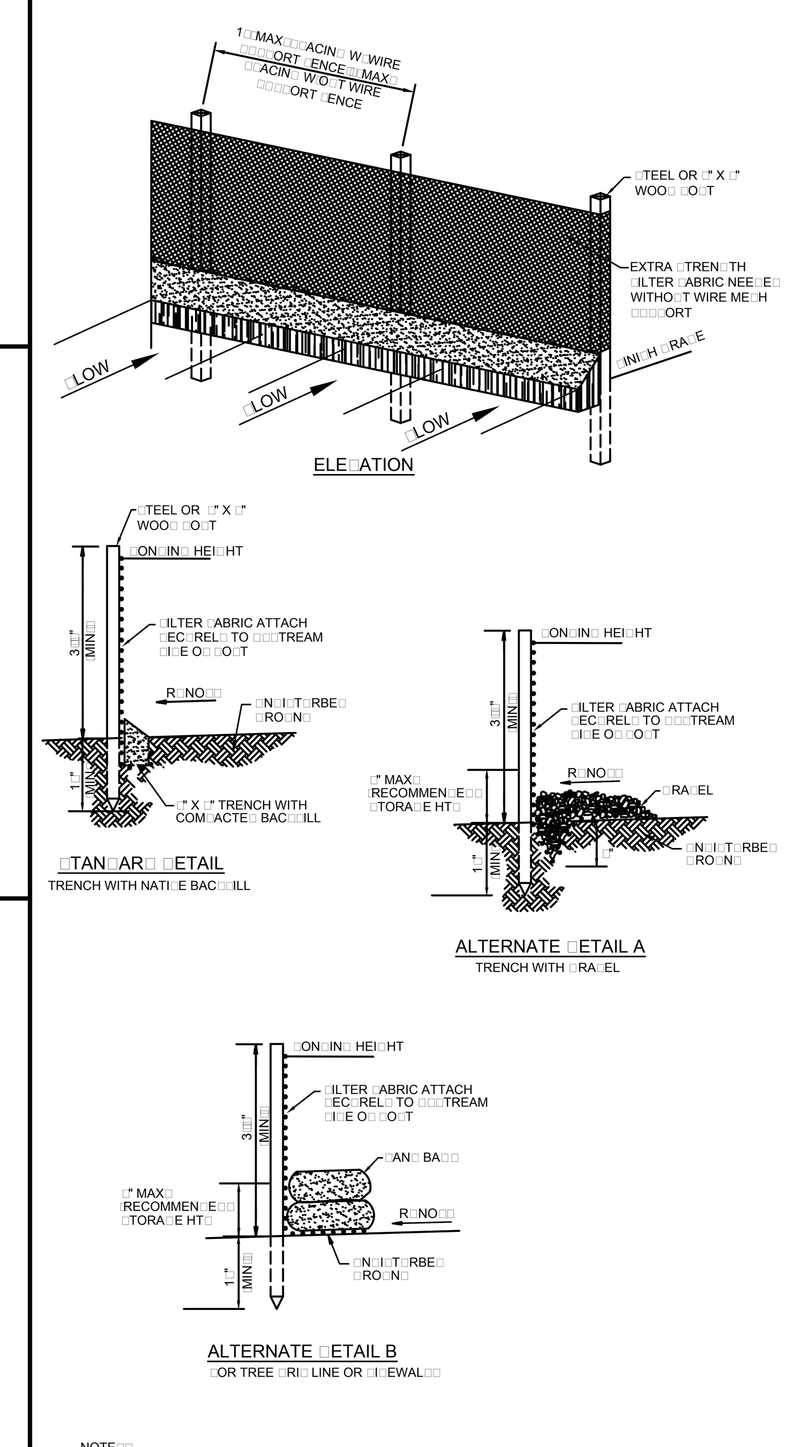




1□□LACE CONCRETE BLOC□□ IN A □IN□LE ROW ARO□N□ □ERIMETER O□ INLET ON THEIR □I□E□, WITH EN□□ O□ A□JACENT BLOC□□ AB□TTIN□□
□□HEI□HT O□ BARRIER □ARIE□□□□E □TAC□□ O□ □INCH, □INCH, OR 1□" BLOC□□□MIN□
3□HEI□HT O□ BARRIER 1□" AN□ MAX□HEI□HT O□ □□" □LACE □ILTER □ABRIC O□ER □ERTICAL □ACE O□ CONCRETE BLOC□□□
□□THE □E□IMENT □ILTER □HALL BE AN□ NON□ERO□IBLE MATERIAL □□CH A□ LOO□E ROC□, BRO□EN CONCRETE THAT WILL □LOW THE □LOW O□ THE WATER AN□ ALLOW IT TO □ILTER THRO□□H AN□ O□ER THE MATERIAL BE□ORE ENTERIN□ THE INLET□

BLOCK AND AGGREGATE INLET SEDIMENT FILTER

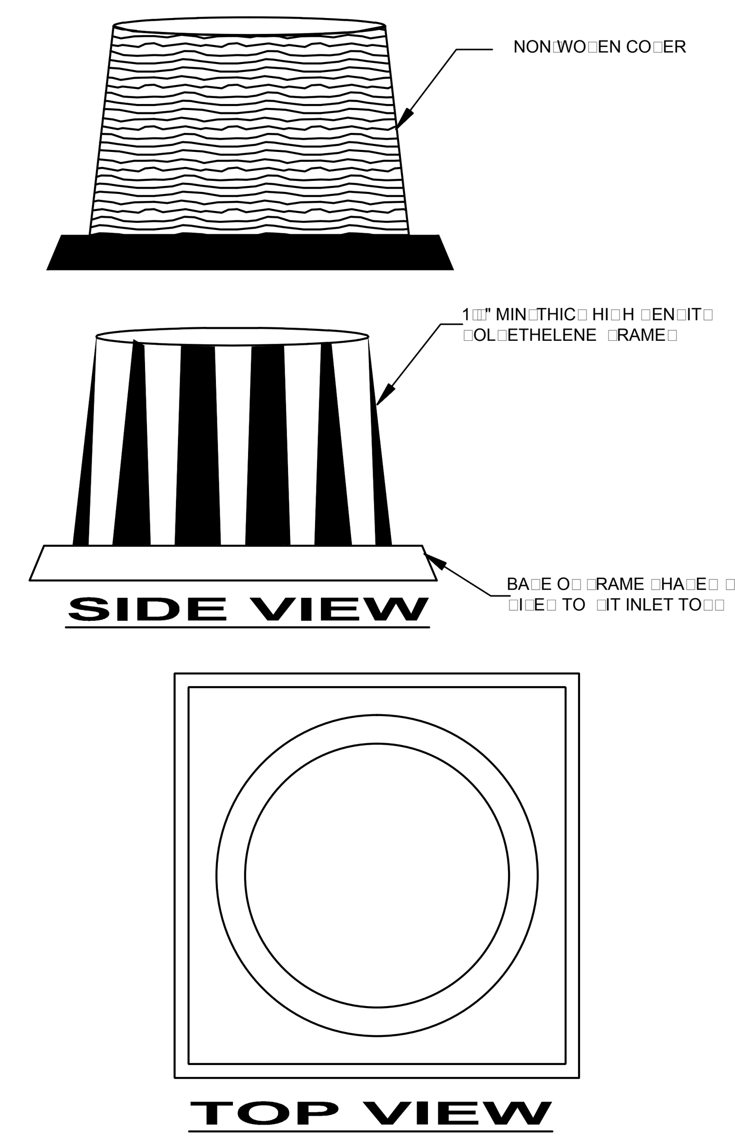
N□T□□□



NOTE□□
1□IN□□ECT AN□ RE□AIR □ENCE A□TER EACH □TORM E□ENT AN□ REMO□E □E□IMENT WHEN NECE□□AR□□
□□REMO□E□ □E□IMENT □HALL BE □E□O□ITE□ TO AN AREA THAT WILL NOT CONTRIB□TE □E□IMENT O□□□ITE AN□ CAN BE □ERMANENTL□ □TABILI□E□□
3□□ILT □ENCE □HALL BE □LACE□ ON □LO□E CONTO□R□ TO MAXIMI□E □ON□IN□ E□□ICIENC□□

SEDIMENTATION / SILT FENCE

N□T□□□



TYPICAL CONSTRUCTION SEQUENCE FOR DOME FRAME & COVER

1□EXCA□ATE A□□ROXIMATEL□ □" TO □" BELOW THE TO□ O□ THE INLET □TR□CT□RE□

□□□LACE THE □RAME ONTO THE INLET □TR□CT□RE, EN□□RIN□ □RO□ER □EATIN□ O□ □RAME TO □TR□CT□RE□

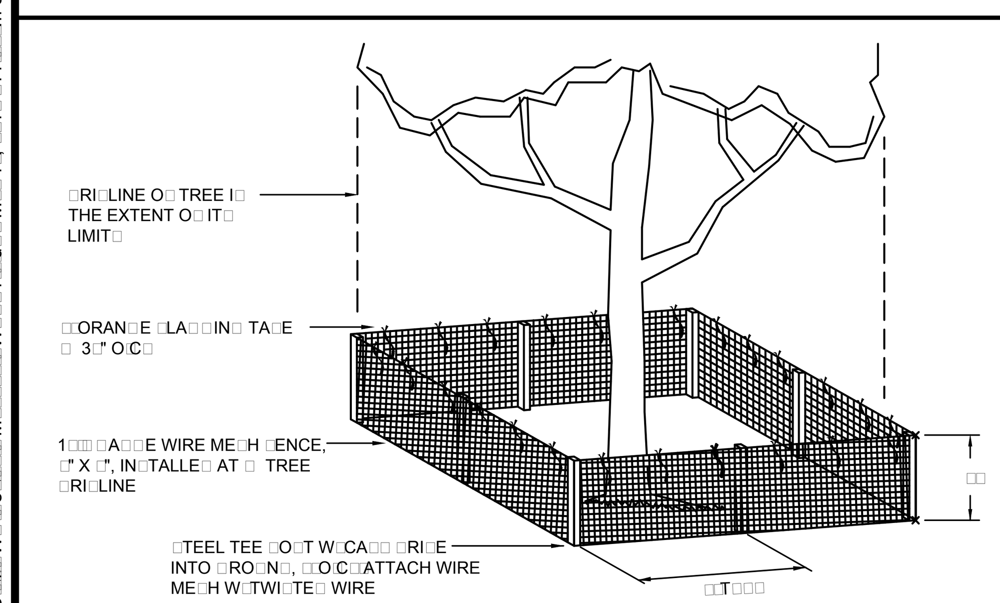
3□□LI□E THE CO□ER O□ER THE □RAME□

□□□ILL THE CO□ER □OC□ET□ WITH □OIL, □□□ □RA□EL OR E□□I□ALENT□THE CO□ER □OC□ET□ □HO□L□ BE COM□LETEL□ □ILLE□ TO EN□□RE A □OO□ □EAL BETWEEN THE □RO□N□ AN□ INLET □TR□CT□RE□

□□BAC□ □ILL ARO□N□ THE □RAME AN□ CO□ER A□□EMBL□ I□ NOT RE□□IRE□ TO COM□LETE IN□TALLATION□HOWE□ER, BAC□□ILLIN□ MA□ BE NECE□□AR□ TO COM□LETE EXCA□ATION RE□□IREMENT□ □OR THE □ITE□

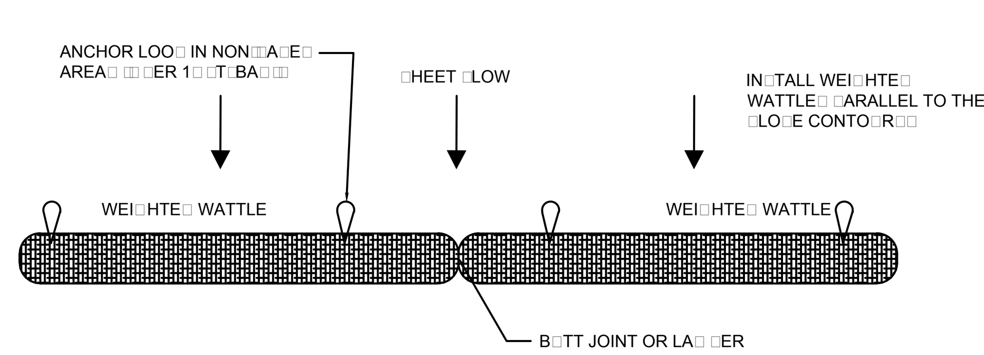
DOMED INLET PROTECTION (PREFABRICATED)

N□T□□□



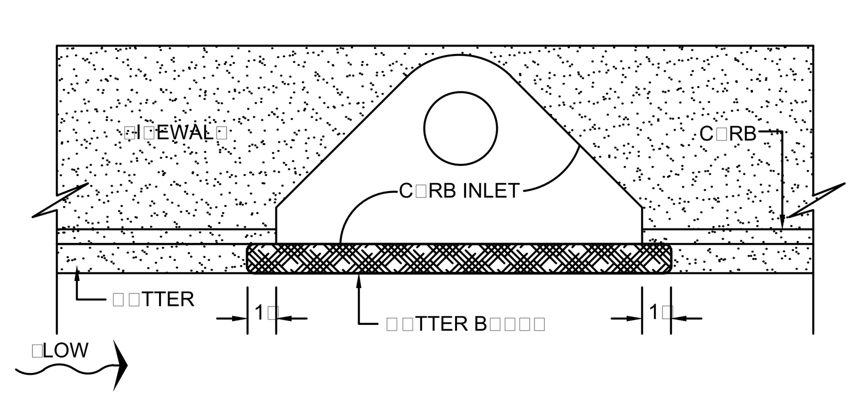
TREE PROTECTION DETAIL

N□T□□□



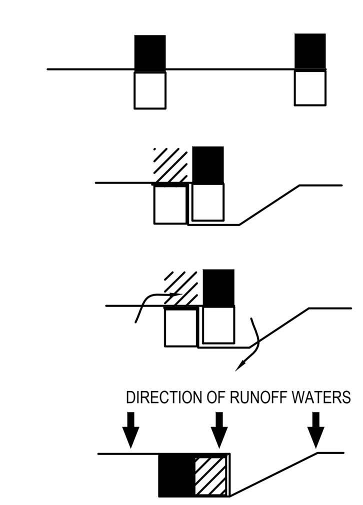
WEIGHTED WATTLE DETAIL

N□T□□□



CURB INLET PROTECTION DETAIL

N□T□□□



□LACE THE EN□ □O□T O□ THE □ECON□ □ENCE IN□I□E THE EN□ □O□T O□ THE □IR□T □ENCE

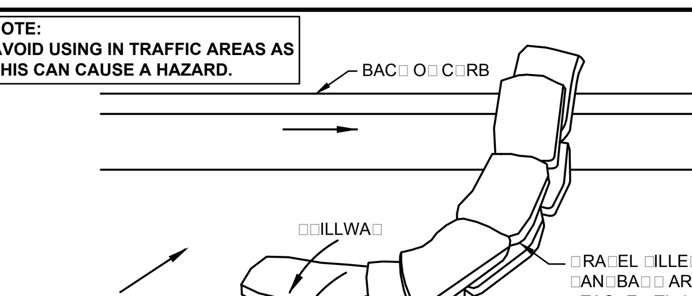
ROTATE BOTH □O□T AT LEA□T 1□□ □E□REE□ IN A CLOC□WI□E □IRECTION TO CREATE A TI□HT □EAL WITH THE □ABRIC MATERIAL

□RI□E BOTH □O□T ABO□T 1□ INCHE□ INTO THE □RO□N□ AN□ B□R□ □LA□

ATTACHING TWO SILT FENCES

N□T□□□

NOTE:
AVOID USING IN TRAFFIC AREAS AS THIS CAN CAUSE A HAZARD.



NOTE□□
1□□LACE C□RB T□□E □E□IMENT BARRIER□ ON □ENTL□ □LO□IN□ □TREET □E□MENT□ WHERE WATER CAN □ON□ AN□ ALLOW □E□IMENT TO □E□ARATE □ROM R□NO□□□

□□□AN□BA□□ O□ EITHER B□RLA□ OR WO□EN □EOTEXTILE □ABRIC, ARE □ILLE□ WITH □RA□EL, LA□ERE□ AN□ □AC□E□ TI□HTL□□

3□TA□ER TO ONE □AN□BA□ TO □RO□I□E A □□ILLWA□ □OR O□ER□LOW□

□□IN□□ECT BARRIER□ AN□ REMO□E □E□IMENT A□ NECE□□AR□□□E□IMENT AN□ □RA□EL M□□T BE REMO□E□ □ROM THE TRA□ELE□ WA□ IMME□IATEL□□

CURB LINE PROTECTION DETAIL

N□T□□□

Mc□ONAL□□□ □ROJECT CO□E□□□□□□□□□

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No□	□□e	Re□□□o□	B□
1	□□□□1□	PER VILLAGE OF PALM SPRINGS COMMENTS	□ML
3			

□e□□□ed □□□	C□□
□r□□□ □□□	C□□
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Plans Prepared By:
CPH, Inc.
500 West Fulton St.
Sanford, Fl. 32771
Ph: 407.322.6841
Licenses:
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STORMWATER POLLUTION PREVENTION DETAILS

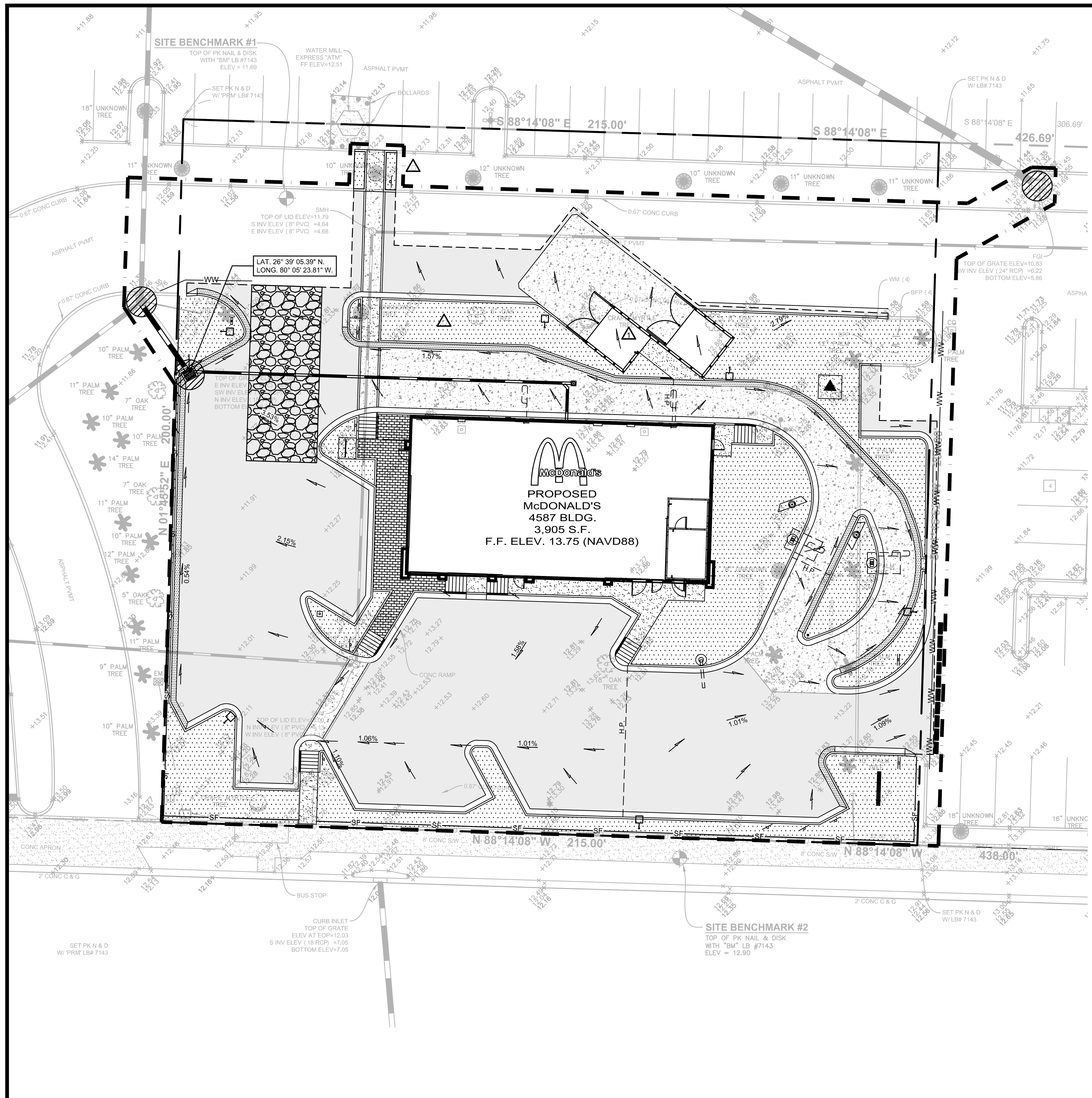
McDonald's®

FOREST HILL & CONGRESS
PALM SPRINGS / FLORIDA

□□ee□No□

C-5

J□M□□□□□C□□□□W□□e□□□□M□□□□□□W□□□1□□d□□M□□1□, □□1□□11□□□□m c□□er



N

GRAPHIC SCALE

1 INCH = [illegible] FEET

LEGEND

- DIRECTION OF FLOW
- SLOPE OF FLOW
- LIMITS OF DISTURBANCE
- TEMPORARY STABILIZED CONSTRUCTION ENTRANCE
- PERMANENT SEEDING VEGETATION
- TEMPORARY SILT FENCE
- WEIGHTED WADDLE
- PROPOSED INLET PROTECTION
- PROPOSED BARRICADE

SEQUENCE OF CONSTRUCTION

THE CONTRACTOR SHALL FOLLOW THE SEQUENCE OF CONSTRUCTION AS DESCRIBED BELOW. IF THE CONTRACTOR FINDS THAT THE SEQUENCE NEEDS TO BE MODIFIED, THE CONTRACTOR SHALL CONTACT THE CEC FOR FURTHER DIRECTION. THE INSTALLATION OR REMOVAL OF BMPS, EARTH DISTURBANCE, GRADING, TEMPORARY STABILIZATION AND PERMANENT STABILIZATION SHALL BE IMMEDIATELY NOTED IN THE SWPPP IMPLEMENTATION LOG AND ON THE SITE MAPS. THE CONTRACTOR SHALL DISTURB ONLY THOSE AREAS NECESSARY TO INSTALL THE BMPS UNTIL DIRECTED IN THE SEQUENCE TO BEGIN CLEARING AND GRUBBING OPERATIONS. ALL TEMPORARY BMPS SHALL BE REPAIRED AND MAINTAINED UNTIL STABILIZATION HAS OCCURRED AND THERE IS NO RISK OF DISCHARGE, THEN THEY SHALL BE REMOVED.

1. POST A COPY OF THE NOI OR LETTER FROM DEP CONFIRMING COVERAGE UNDER THE GENERIC PERMIT, AND THE NAME AND PHONE NUMBER OF THE CONTRACTOR'S REPRESENTATIVE RESPONSIBLE FOR EROSION AND SEDIMENTATION CONTROL INSTALLATION AND MAINTENANCE ON A 24-HOUR BASIS.
2. INSTALL PERIMETER CONTROLS IMMEDIATELY DOWNSTREAM OF THE PLANNED LOCATION OF THE CONSTRUCTION EXIT.
3. INSTALL STABILIZED CONSTRUCTION EXIT.
4. INSTALL REMAINING PERIMETER CONTROLS.
5. INSTALL TEMPORARY PARKING AND STORAGE AREAS (TRAILER, PARKING, LAY DOWN, SANITARY FACILITIES, WHEEL WASH, CONCRETE WASHOUT, MASONRY AREA, FUEL AND MATERIAL STORAGE CONTAINERS, SOLID WASTE CONTAINERS, ETC.).
6. BEGIN DEMOLITION, CLEARING AND GRUBBING OPERATIONS AS APPLICABLE.
7. BEGIN CONSTRUCTION OF BUILDING PAD AND STRUCTURES.
8. TEMPORARILY SEED, IMMEDIATELY AND THROUGHOUT CONSTRUCTION, DENUDED AREAS THAT WILL BE INACTIVE FOR 7 DAYS OR MORE.
9. INSTALL UTILITIES, UNDERDRAINS, STORM SEWERS, CURBS AND GUTTERS.
10. INSTALL INLET PROTECTION AROUND ALL STORM SEWER STRUCTURES AS EACH INLET STRUCTURE IS INSTALLED.
11. PERMANENTLY STABILIZE AREAS TO BE VEGETATED AS THEY ARE BROUGHT TO FINAL GRADE.
12. PREPARE SITE FOR PAVING.
13. PAVE SITE.
14. INSTALL APPROPRIATE INLET PROTECTION DEVICES FOR PAVED AREAS AS WORK PROGRESSES.
15. COMPLETE GRADING AND INSTALL PERMANENT STABILIZATION OVER ALL AREAS.
16. REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES (ONLY IF SITE IS STABILIZED).
17. SUBMIT NOTICE OF TERMINATION (NOT) ONCE ALL CONSTRUCTION IS COMPLETE AND ALL AREAS ARE STABILIZED PER PLANS.

Stormwater Team

Description	Name	Company
Contractor		
Contractor Responsible Authority		
Qualified Inspector(s)		
Maintenance Personnel		

The contractor shall complete this table designating the individuals on the stormwater team and their responsibilities.

ACREAGE SUMMARY

TOTAL SITE AREA	0.99 AC.
ON-SITE DISTURBED AREA	0.94 AC.
OFF-SITE DISTURBED AREA	0.01 AC.
TOTAL DISTURBED AREA	0.95 AC.

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STORMWATER POLLUTION PREVENTION NOTES

THIS PLAN HAS BEEN PREPARED TO ENSURE COMPLIANCE WITH RULES OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, CHAPTER 62-621.300(4) FAC AND THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT.

SITE DESCRIPTION

A. SITE LOCATION:
THE SITE IS LOCATED AT 3[illegible]1[illegible] FOREST HILL BLVD., PALM BEACH COUNTY, FLORIDA.

B. SITE CONDITIONS / ACTIVITIES NARRATIVE:
THE EXISTING CONDITION OF THE SITE IS DEVELOPED WITH AN EXISTING RESTAURANT. THE SITE WILL REMAIN AT APPROXIMATELY THE SAME GRADE AND HAVE NO MAJOR EFFECT ON ABUTTING PROPERTIES.

WETLANDS/BUFFERS

NO WETLANDS OR BUFFERS ARE ASSOCIATED WITH THIS PROJECT.

SWPPP INTENT

THE INTENT OF THIS SWPPP IS TO COMPLY WITH THE INTENT OF THE GENERIC PERMIT AND TO PREVENT THE RELEASE OF SOILS, TRASH, CHEMICALS, TOXINS AND OTHER POLLUTANTS, BY WATER, AIR, VEHICLE TRANSPORT OR OTHER MEANS THAT CAN IMPACT STORM WATER QUALITY. THE CONTRACTOR SHALL OBTAIN A COPY OF THE GENERIC PERMIT AND RETAIN ON-SITE FOR FUTURE REFERENCE. THE CONTRACTOR SHALL READ AND UNDERSTAND THE PERMIT, AND ENSURE THAT THE BMPS ARE INSTALLED AND THE EXECUTION OF THE WORK IS PERFORMED TO MEET THE INTENT OF THE GENERIC PERMIT AND THE SWPPP.

POTENTIAL SOURCES OF POLLUTION

THE POTENTIAL SOURCES OF POLLUTION THAT MAY REASONABLY BE EXPECTED TO AFFECT THE QUALITY OF STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITY INCLUDE: SEDIMENT, PESTICIDES, FERTILIZER, PLASTER, CLEANING SOLVENTS, ASPHALT, CONCRETE, GLUE, ADHESIVES, PAINTS, CURING COMPOUNDS, WOOD PRESERVATIVES, HYDRAULIC OIL FLUIDS, GASOLINE, DIESEL FUEL AND KEROSENE.

GENERAL NOTES

A. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FILE "NOTICE OF INTENT TO USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES" (DEP FORM 62-621.300(4)(B) OR LATEST VERSION) TO DEP TO THE FOLLOWING ADDRESS OR THROUGH THE DEP ONLINE SYSTEM AT LEAST TWO DAYS BEFORE COMMENCEMENT OF CONSTRUCTION:

NPDES STORMWATER NOTICES CENTER, MS #2510 FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, 2600 BLAIR STONE ROAD, TALLAHASSEE, FLORIDA 32399-2400

THE CONTRACTOR SHALL SUBMIT A NOTICE OF TERMINATION (NOT) WITHIN 14 CALENDAR DAYS AFTER THE SITE HAS ACHIEVED FINAL STABILIZATION (I.E. ALL DISTURBED SOILS AT THE SITE HAVE BEEN FINAL STABILIZED), TEMPORARY BMPS HAVE BEEN REMOVED, AND STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY FROM THE SITE AUTHORIZED BY THE PERMIT HAVE BEEN ELIMINATED.

AN ENVIRONMENTAL RESOURCE PERMIT, PERMITTED THROUGH SOUTH FLORIDA WATER MANAGEMENT DISTRICT, HAS BEEN OBTAINED FOR THIS PROJECT. PERMIT NUMBER [illegible], ISSUED NOVEMBER [illegible].

MS4 OPERATOR NAME (IF ANY): PEACHTREE PLAZA

THE CONTRACTOR SHALL PROVIDE A COPY OF THE NOI AND SUBSEQUENT NOT OR THE ACKNOWLEDGEMENT LETTER FOR THE NOI OR NOT TO THE MS4 WITHIN 2 DAYS OF RECEIPT. THE CONTRACTOR SHALL ALSO COORDINATE WITH THE MS4 TO ENSURE THAT ALL SPECIFIC REQUIREMENTS ARE MET.

B. WHERE PRACTICAL, STORMWATER SHALL BE CONVEYED BY SWALES. SWALES SHALL BE CONSTRUCTED AS SHOWN ON PLANS.

C. EROSION CONTROL MEASURES SHALL BE EMPLOYED TO MINIMIZE TURBIDITY OF SURFACE WATERS LOCATED DOWNSTREAM OF ANY CONSTRUCTION ACTIVITY. WHILE THE VARIOUS MEASURES REQUIRED WILL BE SITE SPECIFIC, THEY SHALL BE EMPLOYED AS NEEDED IN ACCORDANCE WITH THE FOLLOWING:

I. IN GENERAL, EROSION SHALL BE CONTROLLED AT THE FURTHEST PRACTICAL UPSTREAM LOCATION.
II. NEW AND EXISTING STORMWATER INLETS AND OUTFALL STRUCTURES SHALL BE PROTECTED DURING CONSTRUCTION. PROTECTION MEASURES SHALL BE EMPLOYED IMMEDIATELY AS REQUIRED DURING THE VARIOUS STAGES OF CONSTRUCTION.
III. PERIMETER EROSION CONTROL DEVICES SHALL REMAIN IN PLACE UNTIL FINAL SITE STABILIZATION HAS BEEN ESTABLISHED.

D. CLEARING AND GRUBBING OPERATIONS SHALL BE CONTROLLED SO AS TO MINIMIZE UNPROTECTED ERODIBLE AREAS EXPOSED TO WEATHER. GENERAL EROSION CONTROL BMPS SHALL BE EMPLOYED TO MINIMIZE SOIL EROSION AND OFFSITE SEDIMENTATION. WHILE THE VARIOUS TECHNIQUES REQUIRED WILL BE SITE AND PLAN SPECIFIC, THEY SHOULD BE EMPLOYED PRIOR TO ANY CONSTRUCTION ACTIVITY.

E. THE CONTRACTOR SHALL FURNISH, INSTALL PER THE SEQUENCE OF CONSTRUCTION, MAINTAIN AND SUBSEQUENTLY REMOVE, ALL NECESSARY TEMPORARY BMPS. THE CONTRACTOR WILL FURNISH AND INSTALL ALL NECESSARY PERMANENT BMPS.

F. THE CONTRACTOR SHALL ADJUST, ADD OR MODIFY BMPS AS NECESSARY TO COMPLY WITH THE INTENT OF THE GENERIC NPDES PERMIT AND THE SWPPP FOR NO ADDITIONAL COMPENSATION. THE CONTRACTOR SHALL CONSULT WITH THE CEC PRIOR TO ADJUSTING, ADDING OR MODIFYING BMPS THAT AFFECT THE HYDRAULICS OF THE SITE OR BEFORE ADDING BMPS NOT DETAILED IN THE SWPPP.

G. THE CONTRACTOR IS ADVISED THAT THE CONTRACT DRAWINGS ONLY INDICATE EROSION, SEDIMENT, AND TURBIDITY CONTROLS AT LOCATIONS DETERMINED IN THE DESIGN PROCESS. HOWEVER, THE CONTRACTOR IS REQUIRED TO PROVIDE ANY ADDITIONAL CONTROLS NECESSARY TO PREVENT THE POSSIBILITY OF SILTING ANY ADJACENT LOWLAND PARCEL OR RECEIVING WATERS.

H. EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE PLACED PRIOR TO, OR AS THE FIRST STEP IN CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL EROSION CONTROL MEASURES SHOWN ON THE PLANS. THE EROSION CONTROL SYSTEM DESCRIBED WITHIN THE CONSTRUCTION DOCUMENTS SHOULD BE CONSIDERED TO REPRESENT THE MINIMUM ACCEPTABLE STANDARDS FOR THIS PROJECT. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED DEPENDENT UPON THE STAGE OF CONSTRUCTION, THE SEVERITY OF THE RAINFALL EVENT AND/OR AS DEEMED NECESSARY AS A RESULT OF ONSITE INSPECTIONS BY THE OWNER, THEIR REPRESENTATIVES, OR THE APPLICABLE JURISDICTIONAL AUTHORITIES. THESE ADDITIONAL MEASURES (IF NEEDED) SHALL BE INSTALLED AT NO ADDITIONAL COST TO THE OWNER. IT SHOULD BE NOTED THAT THE MEASURES IDENTIFIED ON THIS PLAN ARE ONLY SUGGESTED BEST MANAGEMENT PRACTICES (BMPS). THE CONTRACTOR SHALL PROVIDE POLLUTION PREVENTION AND EROSION CONTROL MEASURES AS SPECIFIED IN FDOT INDEXES [illegible] THROUGH [illegible] AND AS NECESSARY FOR EACH SPECIFIC APPLICATION. IT IS THE CONTRACTOR'S ULTIMATE RESPONSIBILITY TO ASSURE THAT THE STORMWATER DISCHARGE FROM THE SITE DOES NOT EXCEED THE TOLERANCES ESTABLISHED BY ANY OF THE APPLICABLE JURISDICTIONAL AUTHORITIES.

I. THE CONTRACTOR SHALL KEEP THE SWPPP CURRENT AT ALL TIMES. THE CONTRACTOR SHALL SIGN AND DATE ANY CHANGES TO THE SWPPP AND KEEP THEM AS ATTACHMENTS TO THE ORIGINAL PLAN. WHENEVER ANY OF THE FOLLOWING EVENTS OCCUR, THE CONTRACTOR SHALL UPDATE THE SWPPP WITHIN 7 DAYS:

I. THERE IS A CHANGE IN DESIGN, CONSTRUCTION OPERATION OR MAINTENANCE THAT HAS A SIGNIFICANT EFFECT ON THE DISCHARGE FROM THE PROJECT
II. THERE IS A NEW DISCHARGE POINT OR OUTFALL
III. THERE IS A CHANGE IN THE LOCATION OF A DISCHARGE POINT OR OUTFALL
IV. AN INSPECTION REVEAL THAT BMPS ARE INEFFECTIVE AT ELIMINATING OR MINIMIZING POLLUTANTS IN THE STORMWATER DISCHARGED FROM THE SITE
V. THERE IS A NEW SUBCONTRACTOR IMPLEMENTING ANY PORTION OF THE SWPPP
VI. A RELEASE CONTAINING A HAZARDOUS SUBSTANCE IN AN AMOUNT EQUAL TO OR GREATER THAN A REPORTABLE QUANTITY OCCURS DURING A 24-HOUR PERIOD

J. THE CONTRACTOR SHALL ENSURE THAT THE CONTRACTOR AND ALL SUBCONTRACTORS RESPONSIBLE FOR IMPLEMENTING SWPPP CONTROL MEASURES FILL OUT THE CONTRACTOR / SUBCONTRACTOR CERTIFICATION TABLE INCLUDED IN THIS SWPPP.

K. THE CONTRACTOR SHALL COMPLETE THE CONSTRUCTION SEQUENCE TABLE INCLUDING IN THIS SWPPP PRIOR TO PROCEEDING WITH THE INSTALLATION OF BMPS AND PRIOR TO GROUND DISTURBING ACTIVITIES. THE CONTRACTOR SHALL COMPLETE THE TABLE WITH ANTICIPATED DATES IN WHICH THE BMPS WILL BE UTILIZED OR THE ACTIVITY WILL OCCUR.

STABILIZATION

A. STABILIZATION MEASURES SHALL BE INITIATED IMMEDIATELY IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED AND WILL REMAIN UNDISTURBED FOR 7 DAYS OR MORE. STABILIZE BY COVERING WITH ADEQUATE AMOUNTS OF MULCH OVER SEED AND PERIODICALLY WATER TO PROMOTE AND MAINTAIN GROWTH OF THE TEMPORARY GROUNDCOVER, OR BY THE USE OF AN APPROPRIATE ALTERNATIVE BMP.

B. PERMANENT SOIL EROSION CONTROL MEASURES FOR ALL SLOPES, CHANNELS, DITCHES OR ANY DISTURBED LAND AREAS SHALL BE COMPLETED IMMEDIATELY AFTER FINAL GRADING. WHEN IT IS NOT POSSIBLE TO PERMANENTLY PROTECT A DISTURBED AREA IMMEDIATELY AFTER GRADING OPERATIONS, TEMPORARY EROSION CONTROL MEASURES SHALL BE INSTALLED. ALL TEMPORARY PROTECTION SHALL BE MAINTAINED UNTIL PERMANENT MEASURES ARE IN PLACE AND ESTABLISHED.

C. ALL GRASS SLOPES CONSTRUCTED STEEPER THAN 3H:1V SHALL BE SODDED IMMEDIATELY AFTER FINAL GRADE IS ESTABLISHED.

DUST CONTROL

A. BARE EARTH AREAS SHALL BE WATERED DURING CONSTRUCTION AS NECESSARY TO MINIMIZE THE TRANSPORT OF FUGITIVE DUST. IN NO CASE SHALL FUGITIVE DUST BE ALLOWED TO LEAVE THE SITE UNDER CONSTRUCTION.

B. AS REQUIRED AFTER COMPLETION OF CONSTRUCTION, BARE EARTH AREAS SHALL BE VEGETATED.

C. AT ANY TIME BOTH DURING AND AFTER SITE CONSTRUCTION THAT WATERING AND/OR VEGETATION ARE NOT EFFECTIVE IN CONTROLLING WIND EROSION AND/OR TRANSPORT OF FUGITIVE DUST, OTHER METHODS AS ARE NECESSARY FOR SUCH CONTROL SHALL BE EMPLOYED. THESE METHODS MAY INCLUDE ERECTION OF DUST CONTROL FENCES. IF REQUIRED, DUST CONTROL FENCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DETAIL FOR A SILT FENCE EXCEPT THE MINIMUM HEIGHT SHALL BE [illegible] FEET.

WASTE MANAGEMENT

A. THE CONTRACTOR SHALL ENSURE THAT ALL WASTE AND DEBRIS ARE MANAGED DAILY SUCH THAT THEY WILL NOT IMPACT STORMWATER OR LEAVE THE PERMITTED AREA, AND DISPOSED OF PROPERLY IN ACCORDANCE WITH APPLICABLE STATE, LOCAL AND FEDERAL REGULATIONS.

B. THE CONTRACTOR SHALL ENSURE THAT ALL CHEMICALS, OILS, FUELS, HAZARDOUS WASTE, UNIVERSAL WASTE AND TOXIC SUBSTANCES ARE PROPERLY MANAGED AND DISPOSED OF IN ACCORDANCE WITH APPLICABLE STATE, LOCAL AND FEDERAL REGULATIONS. THE CONTRACTOR SHALL ENSURE THAT WASTE IS NOT DISCHARGED FROM THE SITE, AND DOES NOT IMPACT STORMWATER OR GROUNDWATER.

C. THE CONTRACTOR SHALL PROVIDE APPROPRIATE AND ADEQUATE WASHOUT FACILITIES TO ENSURE THAT CHEMICALS AND WASTE IS NOT DISCHARGED FROM THE SITE, AND DO NOT IMPACT STORMWATER OR GROUNDWATER (E.G. CONCRETE/MASONRY WASHOUT, PAINT WASHOUT, ETC.). THE CONTRACTOR SHALL CLEAN UP SPILLS PROMPTLY AND ENSURE THAT WASHOUT AREAS ARE PROPERLY MAINTAINED TO PROVIDE ADEQUATE VOLUME TO PREVENT OVERFLOW.

D. THE CONTRACTOR SHALL PROVIDE ADEQUATE SANITARY FACILITIES FOR SITE PERSONNEL, MAINTAIN THROUGHOUT CONSTRUCTION, AND PROVIDE FOR PROPER DISPOSAL IN ACCORDANCE WITH APPLICABLE STATE, LOCAL AND FEDERAL REGULATIONS. SANITARY FACILITIES SHALL BE PROPERLY SECURED TO PREVENT TIPPING.

E. A SPILL CONTROL AND CONTAINMENT KIT (CONTAINING FOR EXAMPLE, ABSORBENT MATERIAL SUCH AS KITTY LITTER OR SAWDUST, ACID, BASE, NEUTRALIZING AGENT, BROOMS, DUST PANS, MOPS, RAGS, GLOVES, GOGGLES, PLASTIC AND METAL TRASH CONTAINERS, ETC.) SHALL BE PROVIDED AT THE CONSTRUCTION SITE AND ITS LOCATION(S) SHALL BE IDENTIFIED WITH LEGIBLE SIGNAGE AND SHOWN ON THE SITE MAP.
A. THE SPILL CONTROL AND CONTAINMENT KIT SHALL BE OF SUFFICIENT QUANTITIES AND APPROPRIATE CONTENT TO CONTAIN A SPILL FROM THE LARGEST ANTICIPATED PIECE OF EQUIPMENT AND FROM THE LARGEST ANTICIPATED QUANTITIES OF PRODUCTS STORED ON THE SITE AT ANY GIVEN TIME.
B. CONTENTS SHALL BE INSPECTED DURING THE STORMWATER INSPECTION.

F. WHEN A SPILL OF REPORTABLE QUANTITIES IS DISCOVERED ON THE SITE, THE CONTRACTOR SHALL CLEAN UP ALL SPILLED MATERIALS AND DISPOSE OF IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE AUTHORITIES IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS, THE OWNER AND PROJECT ENGINEER. THE CONTRACTOR SHALL RETAIN CLEANUP INFORMATION AS WELL AS DISPOSAL MANIFESTS WITH THEIR SWPPP.

MATERIALS MANAGEMENT, AND EQUIPMENT STAGING AND MAINTENANCE

A. EXCAVATED MATERIAL SHALL NOT BE DEPOSITED IN LOCATIONS WHERE IT COULD BE WASHED AWAY BY HIGH WATER OR STORM WATER RUNOFF. STOCKPILED MATERIAL SHALL BE COVERED OR ENCIRCLED WITH SEDIMENT CONTAINMENT DEVICES.

B. HEAVY CONSTRUCTION EQUIPMENT PARKING AND MAINTENANCE AREAS SHALL BE DESIGNED TO PREVENT OIL, GREASE, AND LUBRICANTS FROM ENTERING SITE DRAINAGE FEATURES INCLUDING STORMWATER COLLECTION AND TREATMENT SYSTEMS. CONTRACTORS SHALL PROVIDE BROAD DIKES OR SILT SCREENS AROUND, AND SEDIMENT SUMPS WITHIN, SUCH AREAS AS REQUIRED TO CONTAIN SPILLS OR OIL, GREASE, LUBRICANTS, OR OTHER CONTAMINANTS. CONTRACTOR SHALL HAVE AVAILABLE, AND SHALL USE, ABSORBENT FILTER PADS TO CLEAN UP SPILLS IMMEDIATELY AFTER ANY OCCURRENCE.

C. THE CONTRACTOR SHALL ENSURE THAT ALL TOXIC (HAZARDOUS) SUBSTANCES AND CHEMICALS ARE PROPERLY STORED, OUT OF THE WEATHER, AND USED IN ACCORDANCE WITH MANUFACTURERS' RECOMMENDATIONS. THE CONTRACTOR SHALL ENSURE THAT THESE PRODUCTS ARE STORED AND USED IN SUCH A MANNER THAT WILL NOT NEGATIVELY IMPACT STORMWATER, GROUNDWATER OR PROTECTED SPECIES.

D. THE CONTRACTOR SHALL ENSURE THAT ALL MATERIALS, EQUIPMENT, DEBRIS, WASTE, TRAILERS, AND OTHER SUPPORT RELATED ITEMS ARE CONTAINED WITHIN THE PERMITTED LIMITS OF DISTURBANCE. THE CONTRACTOR SHALL ENSURE THAT THE STORAGE AND USE OF SUCH ITEMS DOES NOT NEGATIVELY IMPACT STORMWATER OR GROUNDWATER.

OFFSITE VEHICLE TRACKING

A. THE CONTRACTOR SHALL ENSURE THAT THE CONSTRUCTION EXIT IS USED BY ALL VEHICLES AND EQUIPMENT ENTERING OR LEAVING THE JOBSITE. THE CONTRACTOR SHALL MONITOR AND MAINTAIN THE CONSTRUCTION EXIT TO ENSURE THAT NO SOILS ARE TRACKED OFFSITE BY TIRES OR TRACKS, AND THAT NO SOILS ARE SPILLED BY TRUCKS OR EQUIPMENT LEAVING THE SITE. ALL TRACKED OR SPILLED SOILS SHALL BE SHOVELED OR SWEPT FROM THE ROADWAY AND RETURNED TO THE SITE. WATER SHALL NOT BE USED TO CLEAN THE SOILS FROM THE ROADWAY UNLESS THE WATER AND SOILS ARE RECOVERED BY THE USE OF A VACUUM TRUCK OR SIMILAR DEVICE.

FERTILIZERS, HERBICIDES AND PESTICIDES

A. THE CONTRACTOR SHALL ENSURE THAT ALL FERTILIZERS, HERBICIDES, PESTICIDES AND SIMILAR PRODUCTS ARE PROPERLY STORED, OUT OF THE WEATHER, AND APPLIED IN ACCORDANCE WITH MANUFACTURERS' RECOMMENDATIONS. THE CONTRACTOR SHALL ENSURE THAT THESE PRODUCTS ARE USED IN SUCH A MANNER THAT WILL NOT NEGATIVELY IMPACT STORMWATER, GROUNDWATER OR PROTECTED SPECIES.

B. NUTRIENTS SHALL BE APPLIED ONLY AT RATES NECESSARY TO ESTABLISH AND MAINTAIN VEGETATION.

INSPECTIONS AND MAINTENANCE

A. THE CONTRACTOR SHALL INSPECT BMPS (I.E. DISCHARGE LOCATIONS, CONSTRUCTION EXIT, PERIMETER CONTROLS, INLET PROTECTION, STABILIZATION, EROSION CONTROL, DOCUMENTATION, WASTE DISPOSAL AREAS, MATERIAL STORAGE AREAS, ETC.) TO ENSURE THAT BMPS ARE NOT CAUSING OR CONTRIBUTING TO VIOLATION OF WATER QUALITY STANDARDS OR RESULTING IN OFFSITE SEDIMENTATION. ENSURE THAT BMPS ARE INSTALLED, MAINTAINED AND OPERATING CORRECTLY AND EFFECTIVELY. ENSURE THAT BMPS ASSOCIATED WITH STORAGE AND WASTE DISPOSAL AREAS ARE BEING USED AND MAINTAINED PROPERLY. ENSURE THAT THE CONSTRUCTION EXIT IS FUNCTION PROPERLY TO PREVENT OFFSITE TRACKING OF SEDIMENT. ENSURE THAT EROSION PREVENTION MEASURES ARE MAINTAINED TO PREVENT VISIBLE EROSION OF DISTURBED AREAS AND SEDIMENTATION AT THE DISCHARGE POINTS AND DETERMINE IF CONSTRUCTION ACTIVITIES HAVE ALTERED THE EFFECTIVENESS OF BMPS. INSPECTIONS MUST BE COMPLETED AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS, AND WITHIN 24 HOURS AFTER A RAINSTORM OF 0.50 INCHES OR GREATER EVEN IF IT RAINS ON THE WEEKEND OR A HOLIDAY.

B. THE CONTRACTOR SHALL REPORT ALL INSPECTION FINDINGS AND CORRECTIVE ACTION TAKEN AS A RESULT OF THE INSPECTION USING THE STORMWATER POLLUTION PREVENTION PLAN INSPECTION REPORT FORM PROVIDED BY DEP OR AN EQUIVALENT FORM. INSPECTION REPORTS SHALL BE SIGNED BY THE INSPECTOR AND A RESPONSIBLE AUTHORITY AS DEFINED BY THE PERMIT. INSPECTION REPORTS SHALL BE MAINTAINED WITH THE SWPPP. THE INSPECTOR MUST BE A QUALIFIED EROSION AND SEDIMENT CONTROL INSPECTOR AS DEFINED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

C. ANY MAINTENANCE, REPAIR AND NECESSARY REVISIONS TO BMP ITEMS SHALL BE ADDRESSED IN A TIMELY MANNER, BUT IN NO CASE LATER THAN 7 CALENDAR DAYS FOLLOWING THE INSPECTION OR IDENTIFICATION OF THE ISSUE UNLESS OTHERWISE SPECIFIED. ACCUMULATED SEDIMENT SHOULD BE REMOVED BEFORE THEY REACH ONE-HALF OF THE CAPACITY OF THE CONTROL DEVICES.

ALLOWABLE NON-STORMWATER DISCHARGES

THE GENERIC PERMIT FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES PROHIBIT MOST NON-STORMWATER DISCHARGES DURING THE CONSTRUCTION PHASE. CERTAIN DISCHARGES ARE ALLOWED BY THE PERMIT, PROVIDED APPROPRIATE BMPS ARE UTILIZED AND THE DISCHARGE DOES NOT CAUSE OR CONTRIBUTE TO A VIOLATION OF WATER QUALITY STANDARDS. ALLOWABLE NON-STORMWATER DISCHARGES THAT OCCUR DURING CONSTRUCTION ON THIS PROJECT PER PART 3 OF THE GENERIC PERMIT ARE:

- DISCHARGES FROM FIRE FIGHTING ACTIVITIES.
- FIRE HYDRANT FLUSHINGS.
- WATERS WITHOUT DETERGENTS USED TO SPRAY OFF LOOSE SOLIDS FROM VEHICLES.
- WATERS USED TO CONTROL DUST.
- POTABLE WATER SOURCES SUCH AS WATERLINE FLUSHINGS.
- LANDSCAPE IRRIGATION AND DRAINAGE.
- ROUTINE EXTERNAL BUILDING WASHDOWN PROVIDED NO DETERGENTS ARE USED.
- PAVEMENT WASHWATERS THAT DO NOT CONTAIN DETERGENTS, LEAKS, SPILLS OF TOXIC OR HAZARDOUS MATERIALS.
- AIR CONDITIONING CONDENSATE.
- SPRING WATER.
- FOUNDATION OR FOOTING DRAIN FLOW THAT ARE NOT CONTAMINATED WITH PROCESS MATERIAL SUCH AS SOLVENTS.
- NONCONTAMINATED GROUND WATER ASSOCIATED WITH DEWATERING ACTIVITIES AS DESCRIBED IN PART 3 OF THE GENERIC PERMIT.

RETENTION OF RECORDS

THE PERMITTEE SHALL RETAIN COPIES OF STORMWATER POLLUTION PREVENTION PLANS AND ALL REPORTS REQUIRED BY THIS PERMIT, AND RECORDS OF ALL DATA USED TO COMPLETE THE NOTICE OF INTENT TO BE COVERED BY THIS PERMIT, FOR A PERIOD OF AT LEAST THREE (3) YEARS FROM THE DATE THAT THE SITE IS FINALLY STABILIZED AND THE NOTICE OF TERMINATION (NOT) IS SUBMITTED.

REFERENCES

THE CONSTRUCTION PLANS AND SPECIFICATIONS FOR JOB #[illegible] AS PREPARED BY CPH, INC. ON MARCH [illegible]3, 2016 ARE HEREBY REFERENCED AND MADE A PART OF THIS PLAN.

NOTE:
CONTRACTOR SHALL PAY CLOSE ATTENTION WHEN CLEARING AND/OR GRADING THE SITE TO ENSURE THAT WHEN EXISTING ROOTS ARE ENCOUNTERED THEY ARE CUT OFF EVENLY WITH CLEAN SHARP PRUNING TOOLS. CONTRACTOR SHALL BE RESPONSIBLE FOR MINIMIZING THE DAMAGE OF THE EXISTING ROOT SYSTEMS.

CONSTRUCTION SEQUENCING TABLE

ANTICIPATED CONSTRUCTION SEQUENCE	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR
CONSTRUCTION ENTRANCE									
TEMPORARY CONTROL MEASURES									
STORM FACILITIES									
ROUGH GRADE SEDIMENT CONTROL									
FOUNDATION/BUILDING CONSTRUCTION									
SITE CONSTRUCTION									
FINISH GRADING									
PERMANENT CONTROL MEASURES									

*THIS IS ONLY A GUIDE, CONTRACTOR IS TO USE HIS JUDGEMENT TO MODIFY AS NEEDED.

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Name (Operator and/or Responsible Authority) ____________ Date ____________

Project Name and location information

McDONALD'S PROJECT CODE [illegible]

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No.	Date	Revision	By
	[illegible]	MODIFY DUMPSTER ENCLOSURE	JT
	[illegible]	PER VILLAGE & McDONALD'S COMMENTS	JT

Designed by:	C[illegible]
Drawn by:	C[illegible]
Checked by:	JT
Approved by:	[illegible]ML
Scale:	1" = [illegible]
Date:	Mar. 2016
Job No.:	M[illegible]

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Plans Prepared By:
CPH, Inc.
500 West Fulton St.
Sanford, Fl. 32771
Ph: 407.322.6841
Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
Arch. Lic. No. AA2600926
Lndscp. Lic. No. LC0000298

STORMWATER POLLUTION PREVENTION PLAN

McDonald's

FOREST HILL & CONGRESS
PALM SPRINGS / FLORIDA

Sheet No.

C-4

J:\M[illegible]\C[illegible]\W[illegible] [illegible] Oct [illegible], [illegible]

GENERAL BUILDING & PARKING REQUIREMENT DATA

LOCALS: BAY NO.	SIZE	SQ. FT.
1 & 2	40 X 70	2,800
3	20 X 70	1,400
4	25 X 70	1,750
5	15 X 70 (-81)	989
6	20 X 60	1,200
7	20 X 60	1,200
8	20 X 60	1,200
9	10 X 60	600
10 & 11	Irregular	6,020
12	22.5 X 70	1,575
13 & 14	40 X 75	3,000
15	20 X 75	1,500
16	20 X 75 (-81)	1,419
17	30 X 60	1,800
18	15 X 60	900
19	25 X 60	1,500
20	15 X 60	900
21	20 X 60	1,200
22	20 X 60	1,200
23	15 X 60	900
24	20 X 60	1,200
25	20 X 60	1,200
26	20 X 60	1,200
27	20 X 60	1,200
28	20 X 70	1,400
29	20 X 70	1,400
30	20 X 70	1,400
31	25 X 70	1,750
32	25 X 70	1,750
33	20 X 60	1,200
34	20 X 60	1,200
35	20 X 60	1,200
36	20 X 60	1,200
37	20 X 60	1,200
38	20 X 60	1,200
39	20 X 60	1,200
40	20 X 60	1,200
41	13.5 X 70	945
42, 43, 44, 45	86 X 70	6,020
TOTAL LOCALS SQUARE FOOTAGE		62,118

*Limity Outlet

MAJORS: NAME	SIZE	SQ. FT.
SUPER X DRUGS	73.5 X 137	10,069
WINN DIXIE SUPERMARKET	260 X 175 (+1974)	46,024
TOTAL MAJORS SQUARE FOOTAGE*		56,093

BUILDING B BAY NO.	SIZE	SQ. FT.
46	40 X 80	3,200
47	40 X 80	3,200
48	40 X 80 (-13A)	3,062
49	40 X 80	3,200
TOTAL BUILDING B SQUARE FOOTAGE*		12,662
BUILDING C		1,600

BUILDING D BAY NO.	SIZE	SQ. FT.
50	20 X 65	1,300
51	20 X 65	1,300
52	20 X 65 (-41.16)	1,258.84
53	20 X 65 (-41.16)	1,258.84
54	20 X 65	1,300
55	20 X 65	1,300
56	20 X 65	1,300
TOTAL BUILDING D SQUARE FOOTAGE*		8,017.68
TOTAL BUILDING E SQUARE FOOTAGE*		6,200.00
NET G.L.A.*		146,990.68
MINUS EXTERIOR WALLS*		-9,279.00
MISC. METER ROOMS, TRANSFORMER ENCLOSURE, HALLWAY AT REAR BAY 15 & 16, etc.	382.3	
TOTAL G.L.P.A. FOOTAGE*		144,079.98 SF
PARKING SPACES REQUIRED**		718
PARKING SPACES PROVIDED		718

** MUPD parking reduction bonus – Sect. 6.8.E.7.b(3) – ULDC (# parking spaces reduced by 15%)

77,755 SQ FT REQUESTED USE

Site Data

LEASED TRACT INFO	Portion Number	81-95C
	LEASE PARCEL AREA	0.06 AC.
	Name of Project	Atlantic Coast Tower, Forest Hill CENTER
	Proposed Use	133' Monopole Communication Tower
PARENT TRACT INFO	Future Land Use Designation	C/8
	Zoning District	MUPD (CG/SE)
	Section, Township, Range	S7, T44S, R43E
	Property Control Numbers	00-43-44-07-13-000-0050 00-43-44-07-00-000-5030

Parent Tract

Gross Land Area	850,726.8 Gross Square Feet	19.53 Acres
Leased Land Area	34,738.25 Gross Square Feet	
Net Land Area	815,988.55 Net Square Feet	
Net Lot Coverage	138,286 ~~138,961~~ / 850,726.8 - 34,738.25 = ~~16.6%~~ 16.9%	
Maximum net floor area	138,286 ~~138,961~~ Gross Square Feet Excluding Leased Area Structure	
Parking Required (1space/200 s.f.)	750 ~~759~~ Spaces	
Parking Provided	720 ~~718~~ Spaces	

* TWO SPACES REMOVED BECAUSE OF TOWER / WATER MILL EXPRESS

Building Height Information

Area	Max. Top of Roof	Min. Top of Parapet
Local Bays	15'-4"	18'-2"
Drug Store	18'-5"	26'-0"
Grocery Store	23'-3"	28' & 32'
Bldg. "B"	Existing (+/- 15')	16'-2"
Bldg. "C"	15'-4"	18'-2"
Bldg. "D"	15'-4"	18'-2"

All buildings one story except Drug and Grocery stores that have mezzanine

Allowable reduction to the parking stall requirements based in Parking Generation Analysis dated August 23, 2016 as prepared by CPH, Inc. on file with the Village of Palm Springs.

APPROVED FOR INFORMATION ONLY 11-08-00

Pg. 2 of 2 was revised. Nothing was changed on this sheet, except date & exhibit changed to stay consistent w/ page 2.

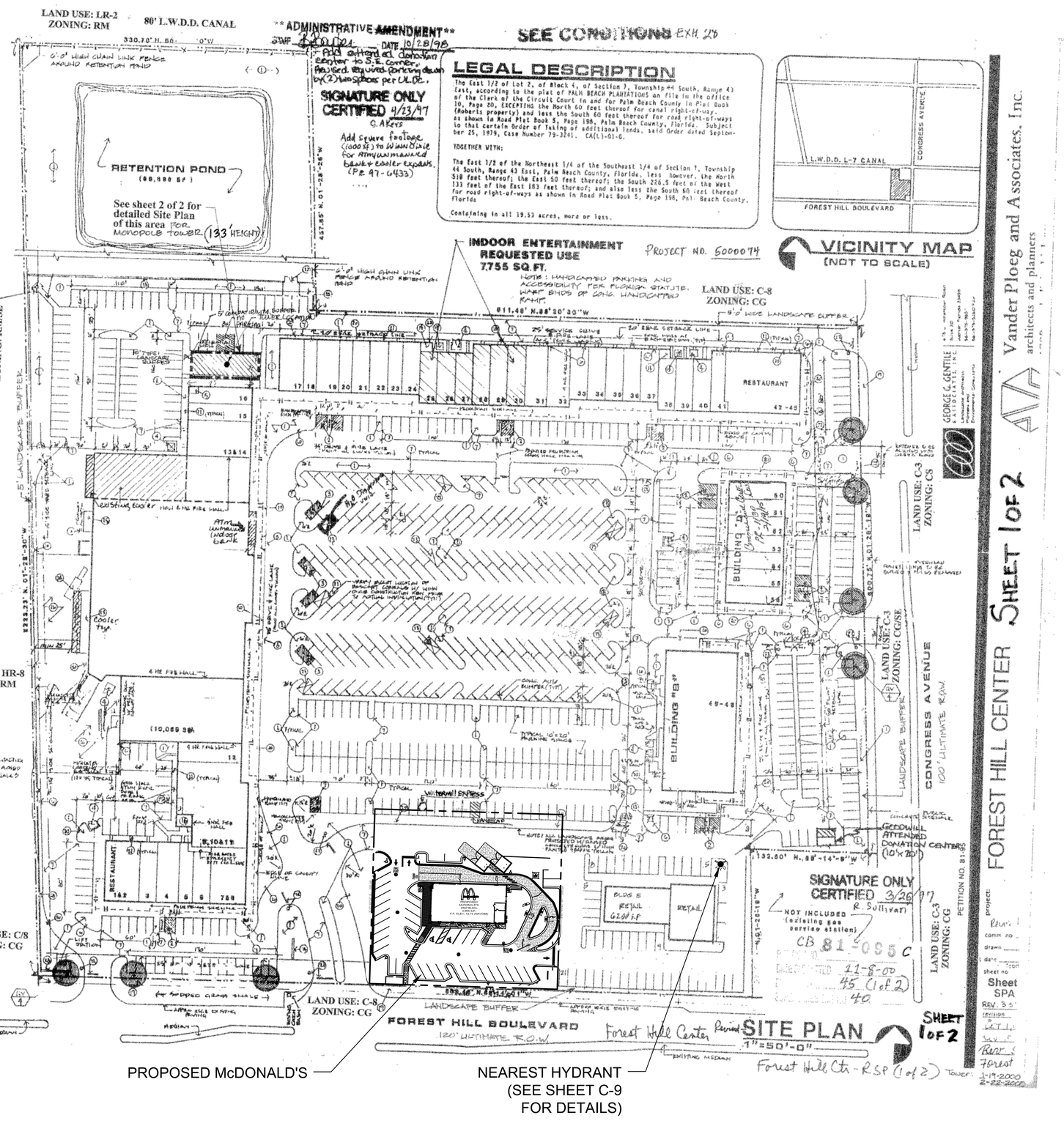
PLAN APPROVED AT 6/28/00 DRC

ADMINISTRATIVE AMENDMENT STAFF DATE 4-07-04 SITE WATERMILL

ADMINISTRATIVE AMENDMENT DATE 12/9/03 Show water mill Express on siteplan.

N

GRAPHIC SCALE 1 INCH = FEET



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• Puerto Rico
• Connecticut
• Maryland

JUSTIN T. POLK, P.E. 61910

C:	JM:	1"	Aug. 2016
A:	JT:		

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Plans Prepared By:
CPH, Inc.
500 West Fulton St.
Sanford, Fl. 32771
Ph: 407.322.6841
Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
Arch. Lic. No. AA26009026
Lndscp. Lic. No. LC0000298

OVERALL PLAZA SITE PLAN

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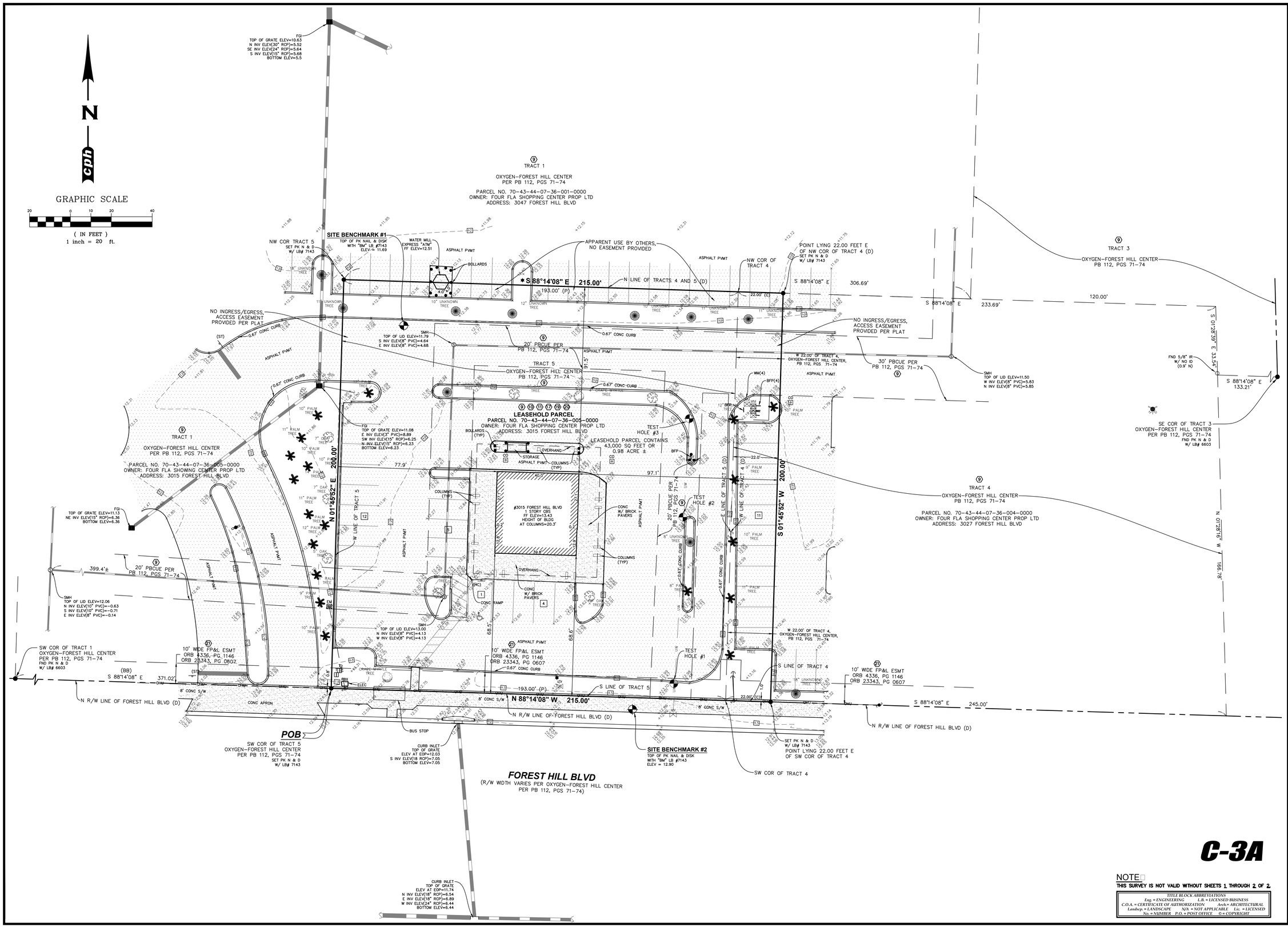
PALM SPRINGS / FLORIDA

Sheet SPA

C-3B



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- Connecticut
- Maryland
- Texas

No.	Date	Revision	By
1	9/21/15	ADDED TEST HOLES AND WATER LINE	PJK

Field Crew:	E.H.
Drawn by:	J.T.F.
Checked by:	R.L.R.
Approved by:	P.J.K.
Scale:	N/A
Date:	12/31/14
Job No.:	M29880
File:	M29880.dwg

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Survey Prepared By:
CPH, Inc.
500 West Fulton St.
Sanford, Fl. 32771
Ph: 407.322.6841
Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
Arch. Lic. No. AA2600926
Lndscp. Lic. No. LC0000298

BOUNDARY & TOPOGRAPHIC SURVEY
ALSO BEING AN
(ALTA/ACSM LAND TITLE SURVEY)

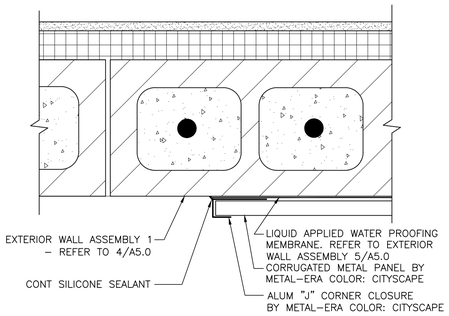
McDonald's®
L/C 009-2599
FOREST HILL & CONGRESS
SECTION 7-TOWNSHIP 44 SOUTH-RANGE 43 EAST
PALM BEACH COUNTY, FLORIDA

C-3A

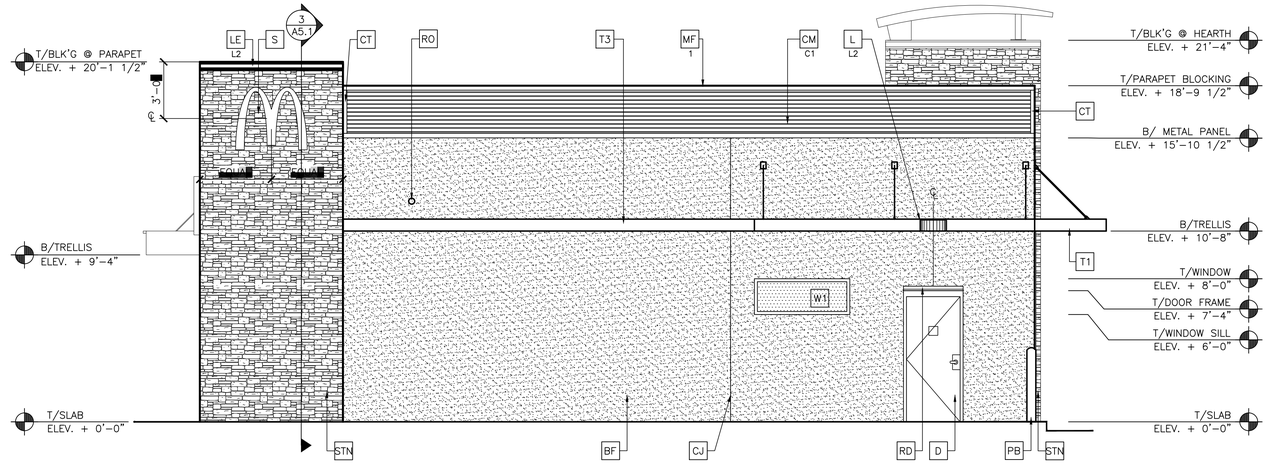
Sheet No.
2
of 2

NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 THROUGH 2 OF 2.

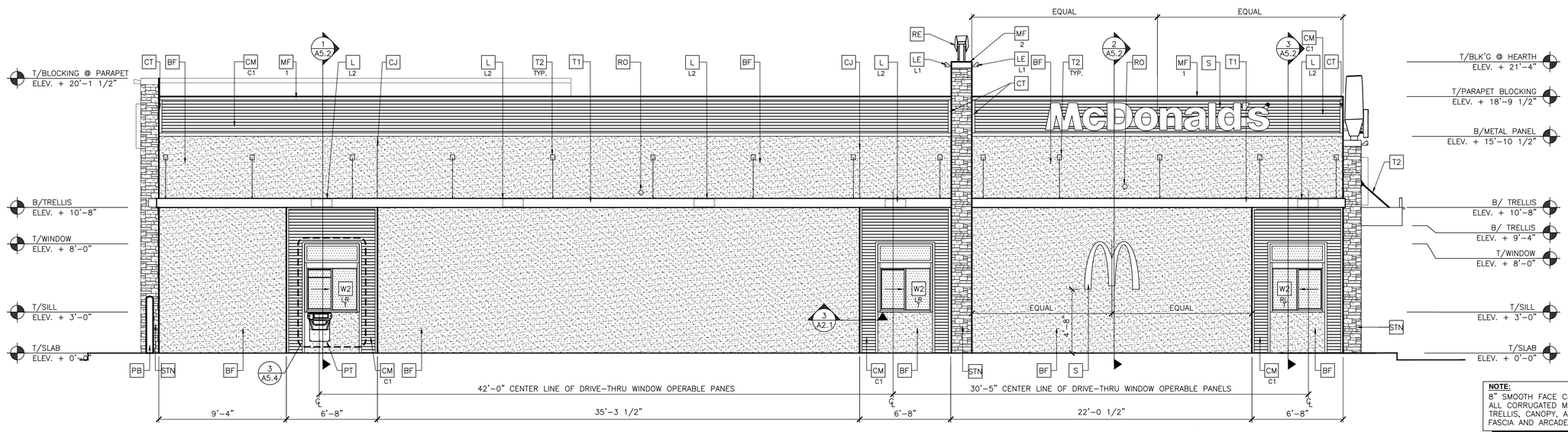
TITLE BLOCK ABBREVIATIONS
Eng. = ENGINEERING L.B. = LICENSED BUSINESS
C.O.A. = CERTIFICATE OF AUTHORIZATION Arch.= ARCHITECTURAL
Landscp. = LANDSCAPE N/A = NOT APPLICABLE Lic. = LICENSED
No. = NUMBER P.O. = POST OFFICE © = COPYRIGHT



3 / A2.0 **DETAIL AT CORRUGATED PANEL**
3" = 1'–0"



1 / A2.1 **EAST ELEVATION**
1/4" = 1'–0"



2 / A2.1 **NORTH ELEVATION**
1/4" = 1'–0"

NOTE:
8" SMOOTH FACE CMU BEHIND ALL CORRUGATED METAL PANELS, TRELLIS, CANOPY, ALUM WALL FASCIA AND ARCADE LOCATIONS

ROOF OVERFLOW DRAIN NOTE:
DO NOT LOCATE ABOVE LIGHT FIXTURES

KEY NOTES:

- BF — STUCCO FINISH, LIGHT TEXTURE COLOR: BENJAMIN MOORE ALEXANDRIA BEIGE BM–HC–77
- C1 — ALUMINUM CANOPY SYSTEM – (COLOR: GOLD)
- C2 — ALUMINUM CANOPY TIE–BACK SYSTEM
- CJ — CONTROL JOINT – SEE DETAIL 7/A4.1
- CM — .040" CORRUGATED ALUMINUM "S" PANEL (7/8"), OVER SMOOTH FACE CONCRETE BLOCK – SEE 4/A5.0
  COLOR: C1 = "CITYSCAPE" BY METAL–ERA
- CT — .040", 3x3 ALUMINUM CORNER TRIM BY METAL–ERA – COLOR: CITY–SCAPE
- D — HOLLOW METAL DOOR – PAINT TO MATCH COLOR OF SURROUNDING MATERIAL
- FB — CO2–CO2 = BULK CO2 FILL BOX (EQPM SCHEDULE ITEM 49.00)
  BO = BULK OIL FILL BOX (EQPM SCHEDULE ITEM 700.18) – CONFIRM USE WITH MCD PROJECT MANAGER
- GR — GUARD RAIL – SEE SITE PLAN FOREXACT LOCATION AND LENGTH
- L — LIGHT FIXTURE (WALL SCONCE) – SEE ELECTRICAL
  L1 –L1 = UP AND DOWN FIXTURE
  L2 = DOWN ONLY FIXTURE
- LE — ACCENT LIGHTING – SEE ELECTRICAL
  L1 – LED LIGHT:
  L1 = UP AND DOWN FIXTURE
  L2 = DOWN ONLY FIXTURE
  L3 = INTERGRAL CANOPY FIXTURE
  L4 = UP ONLY FIXTURE
- ML — METAL LETTERING – BY OTHERS
- MF — ALUMINUM FASCIA – COLOR TO MATCH CORRUGATED PANEL – SEE 1/A5.4
  1 – TYPE
  1 = PRE–FAB ANCHOR TYPE FASCIA
  2 = PRE–FAB CUSTOM ARCADE FASCIA
- PB — PIPE BOLLARD – PAINTED YELLOW
- PT — (RMHC) COIN COLLECTOR ##WPT DT2000 CMU CALL 1–888–743–7435 TO ORDER
- RE — ROOF CAP ELEMENT BY OTHERS
- RD — ALUMINUM RAIN DIVERTER – PAINTED
- RO — ROOF OVERFLOW DRAIN PIPE PAINT TO MATCH SURROUNDING MATERIAL
- S — McDONALD'S SIGNAGE BY OTHERS – UNDER SEPARATE PERMIT.
- STN — CULTURED STONE BY BORAL McD APFW BLEND
- T1 — ALUMINUM TRELLIS SYSTEM
- T2 — TRELLIS TIE–BACK SYSTEM
- T3 — ALUMINUM TRELLIS 2" X 8" WALL FASCIA SYSTEM
- W1 — EXTERIOR WINDOW ASSEMBLY – TEMPERED GLASS – HIGH IMPACT, SEE ASSEMBLY NOTES SHEET A5.0
- W2 — DRIVE–THRU WINDOW BY READY ACCESS, 600 SERIES; 36" SERVICE HEIGHT WITH TRANSOM – MANUAL OPEN ELECTRONIC RELEASE
  XX — SLIDE DIRECTION: RL = RIGHT TO LEFT
  LR = LEFT TO RIGHT

ROOF OVERFLOW DRAIN NOTE:
DO NOT LOCATE ABOVE LIGHT FIXTURES

REV	DATE	DESCRIPTION	BY
–			–

JOHN A. BAKER AIA
REGISTERED ARCHITECT
STATE OF FLORIDA
A893193
EXPIRATION 8/31/2016

PREPARED BY:
gph
A FULL SERVICE A & E FIRM
Architects
Engineers
Environmental
Landscape Architects
M.E.P.
Planners
Surveyors
Traffic Engineers
www.gphcorp.com
500 West Fulton Street
Sanford, Florida 32771
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DRAWN BY	BI/JS
STD ISSUE DATE	2016–05
REVIEWED BY	MDS/JAB
DATE ISSUED	06–23–16

TITLE: 2014 STANDARD BUILDING 4587 – MASONRY

DESCRIPTION: 8" MASONRY LOAD BEARING WALLS; STEEL JOIST ROOF FRAMING; STUCCO EXTERIOR FINISH – STONE ARCADE / ENTRY

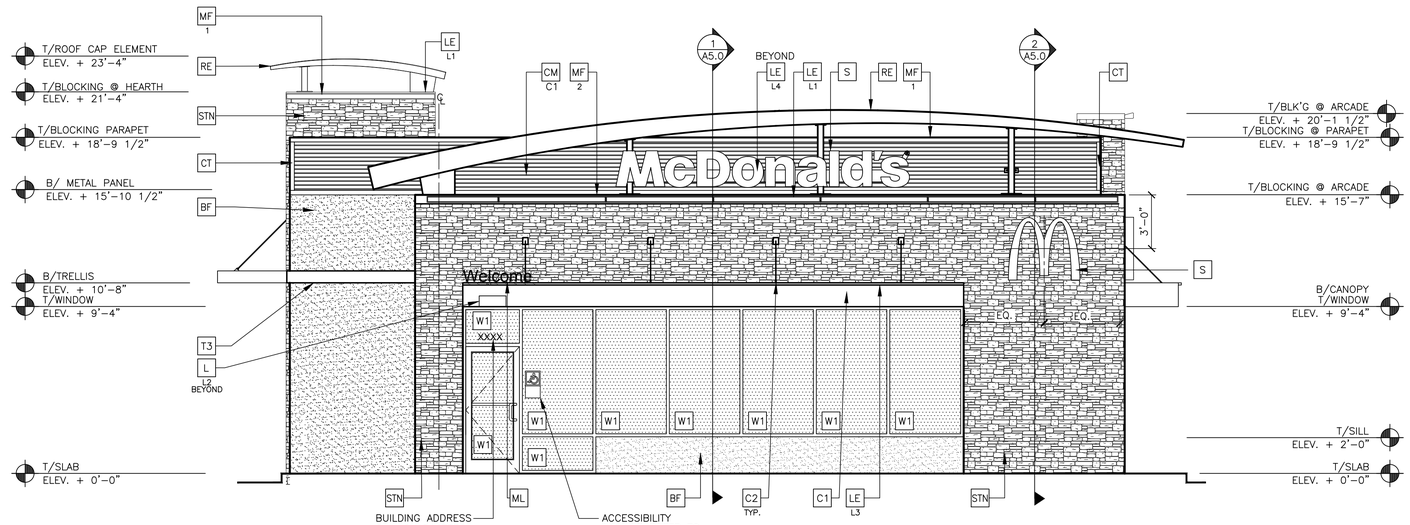
SITE ID: 009–2599

SITE ADDRESS: McDONALD'S FOREST HILL – M29880, 3015 FOREST HILL BLVD, PALM SPRINGS, FL 33406

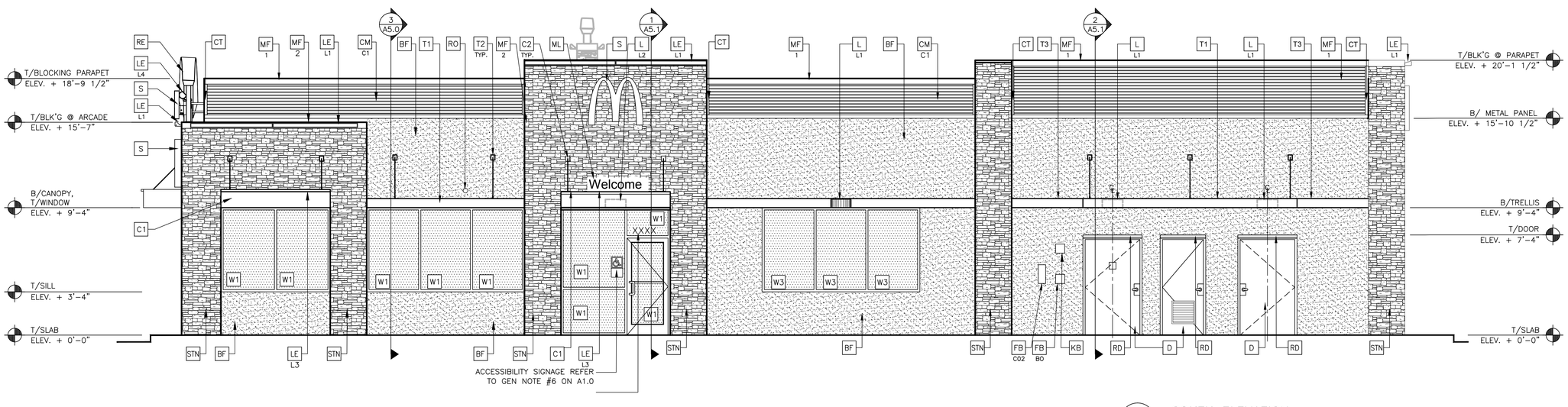
SHEET NO. A2.1
EXTERIOR ELEVATIONS

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION

J:\M29880\Architecture\01_Architectural\092599_Permit_2016-06-23_Building_10_M29880_A2.1 Exterior Elevations.dwg Aug 18, 2016 – 10:44am jlambert



1 A2.0 **WEST ELEVATION**
1/4" = 1'-0"



2 A2.0 **SOUTH ELEVATION**
1/4" = 1'-0"

KEY NOTES:

BF STUCCO FINISH, LIGHT TEXTURE
COLOR: BENJAMIN MOORE
ALEXANDRIA BEIGE BM-HC-77

C1 ALUMINUM CANOPY SYSTEM – (COLOR: GOLD)

C2 ALUMINUM CANOPY TIE-BACK SYSTEM

CJ CONTROL JOINT – SEE DETAIL 7/A4.1

CM .040" CORRUGATED ALUMINUM "S" PANEL (7/8"), OVER SMOOTH FACE CONCRETE BLOCK – SEE 4/A5.0
C1 COLOR:
C1 = "CITYSCAPE" BY METAL-ERA

CT .040", 3x3 ALUMINUM CORNER TRIM BY METAL-ERA – COLOR: CITY-SCAPE

D HOLLOW METAL DOOR – PAINT TO MATCH COLOR OF SURROUNDING MATERIAL

FB
CO2-CO2 = BULK CO2 FILL BOX (EQPM SCHEDULE ITEM 49.00)
BO = BULK OIL FILL BOX (EQPM SCHEDULE ITEM 700.18) – CONFIRM USE WITH MCD PROJECT MANAGER

GR GUARD RAIL – SEE SITE PLAN FOREXACT LOCATION AND LENGTH

KB KNOX BOX. LOCATED AT A HEIGHT OF NOT LESS THAN 6 FEET AND NOT MORE THAN 8 FEET ABOVE FINAL GRADE. INSTALL PER MANUFACTURES SPECIFICATIONS.

L LIGHT FIXTURE (WALL SCONCE) – SEE ELECTRICAL
L1 -L1 = UP AND DOWN FIXTURE
L2 = DOWN ONLY FIXTURE

LE ACCENT LIGHTING – SEE ELECTRICAL
L1 – LED LIGHT:
L1 = UP AND DOWN FIXTURE
L2 = DOWN ONLY FIXTURE
L3 = INTERGRAL CANOPY FIXTURE
L4 = UP ONLY FIXTURE

ML METAL LETTERING – BY OTHERS

MF ALUMINUM FASCIA – COLOR TO MATCH CORRUGATED PANEL – SEE 1/A5.4
1 – TYPE
1 = PRE-FAB ANCHOR TYPE FASCIA
2 = PRE-FAB CUSTOM ARCADE FASCIA

PB PIPE BOLLARD – PAINTED YELLOW

PT (RMHC) COIN COLLECTOR
##WPT DT2000 CMU
CALL 1-888-743-7435 TO ORDER

RE ROOF CAP ELEMENT BY OTHERS

RD ALUMINUM RAIN DIVERTER – PAINTED

RO ROOF OVERFLOW DRAIN PIPE PAINT TO MATCH SURROUNDING MATERIAL

S McDONALD'S SIGNAGE BY OTHERS – UNDER SEPARATE PERMIT.

STN CULTURED STONE BY BORAL McD APFW BLEND

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W1 EXTERIOR WINDOW ASSEMBLY – TEMPERED GLASS – HIGH IMPACT, SEE ASSEMBLY NOTES SHEET A5.0

W2 DRIVE-THRU WINDOW BY READY ACCESS, 600 SERIES; 36" SERVICE HEIGHT WITH TRANSOM – MANUAL OPEN ELECTRONIC RELEASE
XX
SLIDE DIRECTION: RL = RIGHT TO LEFT
LR = LEFT TO RIGHT

W3 EXTERIOR WINDOW ASSEMBLY – TEMPERED SPANDREL GLASS – HIGH IMPACT, SEE ASSEMBLY NOTES SHEET A5.0

ROOF OVERFLOW DRAIN NOTE:
DO NOT LOCATE ABOVE LIGHT FIXTURES

REV	DATE	DESCRIPTION	BY
–			–

JOHN A. BAKER AIA
Licensed Architect
STATE OF FLORIDA
No. 7143
REGISTRATION
8/18/2016
A993193
REGISTERED ARCHITECT

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Engineers
Environmental
Landscape Architects
M.E.P.
Planners
Surveyors
Traffic Engineers
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www.cphcorp.com
500 West Fulton Street
Sanford, Florida 32771
Sanford, Florida 32772-2808
Phone 407 322-4841
Licenses - Arch. Lic. No. AA26002605 - Eng. C.O.A. No. 3215 - Landscape Lic. No. LC0000298 - Survey LB No. 7143

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DRAWN BY	STD ISSUE DATE
BT/JS	2016-05
REVIEWED BY	DATE ISSUED
MDS/JAB	06-23-16

TITLE
2014 STANDARD BUILDING
4587 – MASONRY

DESCRIPTION
8" MASONRY LOAD BEARING WALLS
STEEL JOIST ROOF FRAMING
STUCCO EXTERIOR FINISH – STONE ARCADE / ENTRY

SITE ID 009-2599
SITE ADDRESS McDONALD'S FOREST HILL – M29880
3015 FOREST HILL BLVD, PALM SPRINGS, FL 33406

SHEET NO. **A2.0**
EXTERIOR ELEVATIONS

J:\M29880\Architecture\01_Architectural\092599_Permit_2016-06-23_Building_09_M29880_A2.0 Exterior Elevations.dwg Aug 18, 2016 – 10:44am jlambert

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION

BOUNDARY & TOPOGRAPHIC SURVEY
ALSO BEING AN
(ALTA/ACSM LAND TITLE SURVEY)
FOR
McDonald's®
L/C 009-2599
AT
FOREST HILL & CONGRESS
LYING IN
SECTION 7-TOWNSHIP 44 SOUTH-RANGE 43 EAST
PALM BEACH COUNTY, FLORIDA

SCHEDULE B-II PER FIRST AMERICAN TITLE INSURANCE COMPANY AGENT FILE NO. L140549 EFFECTIVE DATE NOVEMBER 26 , 2014 AT 8:00 A.M.

(9) RESTRICTIONS, DEDICATIONS, CONDITIONS, RESERVATIONS, EASEMENTS AND OTHER MATTERS SHOWN ON THE PLAT OF OXYGEN-FOREST HILL CENTER, AS RECORDED IN PLAT BOOK 112, PAGE(S) 71-74, AS MODIFIED BY THAT PARTIAL RELEASE OF EASEMENT RECORDED IN BOOK 23427, PAGE 854, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 USC 3604(C).
(AFFECTS SITE – AS TO ALL PARCELS – BLANKET IN NATURE)

(10) COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND OTHER TERMS AND PROVISIONS, INCLUDING PROVISIONS FOR PRIVATE CHARGES AND/OR ASSESSMENTS, AS CONTAINED IN THAT DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND SERVITUDES FOR FOREST HILL SHOPPING CENTER, MADE BY H.J. BROWN PROPERTIES MANAGEMENT, INC., A FLORIDA CORPORATION, AS THE GENERAL PARTNERSHIP OF FOUR FLORIDA SHOPPING CENTERS PROPERTIES LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP, DATED APRIL 10, 2009, RECORDED ON APRIL 13, 2009 IN OFFICIAL RECORDS BOOK 23174, PAGE 993.
(AFFECTS SITE – AS TO ALL PARCELS – BLANKET IN NATURE)

(11) COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND OTHER TERMS AND PROVISIONS, INCLUDING PROVISIONS FOR PRIVATE CHARGES AND/OR ASSESSMENTS, AS CONTAINED IN THAT RECIPROCAL ACCESS EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS, BY AND BETWEEN FOUR FLORIDA SHOPPING CENTERS PROPERTIES LIMITED PARTNERSHIP, AND OXYGEN HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, DATED APRIL 21, 2009, RECORDED ON APRIL 28, 2009 IN BOOK 23200, PAGE 117.
(AFFECTS SITE – AS TO ALL PARCELS – BLANKET IN NATURE)

(12) COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND OTHER TERMS AND PROVISIONS, INCLUDING PROVISIONS FOR PRIVATE CHARGES AND/OR ASSESSMENTS, AS CONTAINED IN THAT WATER MANAGEMENT AGREEMENT BETWEEN FOUR FLORIDA SHOPPING CENTERS PROPERTIES LIMITED PARTNERSHIP AND OXYGEN HOLDINGS, LLC, DATED APRIL 20, 2009, RECORDED ON APRIL 28, 2009 IN BOOK 23200, PAGE 129.
(AFFECTS SITE – AS TO ALL PARCELS – BLANKET IN NATURE)

13. TERMS AND PROVISIONS OF THAT PALM BEACH COUNTY REMOVAL AGREEMENTS FOR FUTURE RIGHT OF WAY RECORDED IN BOOK 3077, PAGE 865 AND IN BOOK 3077, PAGE 867.
(AFFECTS SITE – AS TO EASEMENT PARCELS – NOT PLOTTABLE – NO LEGAL PROVIDED)

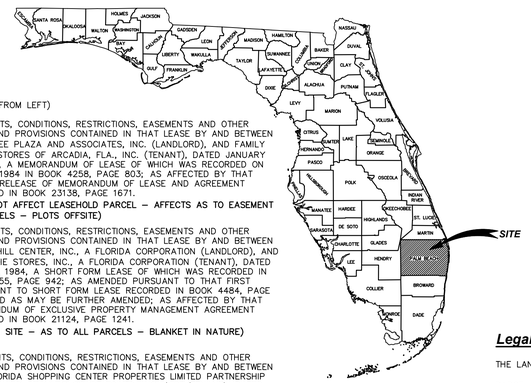
14. EASEMENT GRANTED TO SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY, RECORDED IN BOOK 4219, PAGE 1248.
(DOES NOT AFFECT LEASEHOLD PARCEL – AFFECTS AS TO EASEMENT PARCELS – PLOTS OFFSITE)

15. EASEMENT GRANTED TO THE LAKE WORTH DRAINAGE DISTRICT BY INSTRUMENT RECORDED IN BOOK 5547, PAGE 1438.
(DOES NOT AFFECT LEASEHOLD PARCEL – AFFECTS AS TO EASEMENT PARCELS – PLOTS OFFSITE)

16. TERMS AND PROVISIONS OF THAT STANDARD DEVELOPERS AGREEMENT, RECORDED IN BOOK 8960, PAGE 1239.
(DOES NOT AFFECT LEASEHOLD PARCEL – AFFECTS AS TO EASEMENT PARCELS – PLOTS OFFSITE)

(17) EASEMENT GRANTED TO THE COUNTY OF PALM BEACH BY INSTRUMENT RECORDED IN BOOK 9164, PAGE 946.
(AFFECTS SITE – AS TO ALL PARCELS – BLANKET IN NATURE)

(CONTINUED RIGHT)



(CONTINUED FROM LEFT)

18. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND OTHER TERMS AND PROVISIONS CONTAINED IN THAT LEASE BY AND BETWEEN PEACHTREE PLAZA AND ASSOCIATES, INC. (LANDLORD), AND FAMILY DOLLAR STORES OF ARCADIA, FLA., INC. (TENANT), DATED JANUARY 30, 1984, A MEMORANDUM OF LEASE OF WHICH WAS RECORDED ON JUNE 5, 1984 IN BOOK 4258, PAGE 803; AS AFFECTED BY THAT PARTIAL RELEASE OF MEMORANDUM OF LEASE AND AGREEMENT RECORDED IN BOOK 23138, PAGE 1671.
(DOES NOT AFFECT LEASEHOLD PARCEL – AFFECTS AS TO EASEMENT PARCELS – PLOTS OFFSITE)

(19) COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND OTHER TERMS AND PROVISIONS CONTAINED IN THAT LEASE BY AND BETWEEN FOREST HILL CENTER, INC., A FLORIDA CORPORATION (LANDLORD), AND WINN-DIXIE STORES, INC., A FLORIDA CORPORATION (TENANT), DATED JUNE 27, 1984, A SHORT FORM LEASE OF WHICH WAS RECORDED IN BOOK 4355, PAGE 942; AS AMENDED PURSUANT TO THAT FIRST AMENDMENT TO SHORT FORM LEASE RECORDED IN BOOK 4484, PAGE 1777, AND AS MAY BE FURTHER AMENDED; AS AFFECTED BY THAT MEMORANDUM OF EXCLUSIVE PROPERTY MANAGEMENT AGREEMENT RECORDED IN BOOK 21124, PAGE 1241.
(AFFECTS SITE – AS TO ALL PARCELS – BLANKET IN NATURE)

(20) COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND OTHER TERMS AND PROVISIONS CONTAINED IN THAT LEASE BY AND BETWEEN FOUR FLORIDA SHOPPING CENTER PROPERTIES LIMITED PARTNERSHIP (OWNER), AND ATLANTIC COAST TOWER, INC. (ACT/TENANT), DATED JULY 7, 1999, A SHORT FORM LEASE OF WHICH WAS RECORDED ON APRIL 20, 2001 IN BOOK 12474, PAGE 645; AS AFFECTED AND ENCUMBERED BY THE FOLLOWING: (A) MEMORANDUM OF AGREEMENT (SUB-LEASE), RECORDED IN BOOK 12543, PAGE 1282; (B) PCS SITE AGREEMENT, RECORDED IN BOOK 13187, PAGE 619, AS PARTIALLY RELEASED IN BOOK 23134, PAGE 1528; (C) MEMORANDUM OF ANTENNA SITE AGREEMENT, RECORDED IN BOOK 12228, PAGE 1794; (D) MEMORANDUM OF ANTENNA SITE AGREEMENT, RECORDED IN BOOK 22881, PAGE 1298; AND, (E) AMENDED AND RESTATED MORTGAGE, FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS RECORDED IN BOOK 20842, PAGE 1618, AS ASSIGNED IN BOOK 20842, PAGE 1645, AND AS AMENDED IN BOOK 22993, PAGE 92 AND IN BOOK 23879, PAGE 802.
(AFFECTS SITE – AS TO ALL PARCELS – BLANKET IN NATURE)

(21) EASEMENT GRANTED TO FLORIDA POWER & LIGHT COMPANY, RECORDED IN BOOK 23343, PAGE 607.
(AFFECTS SITE – AS TO ALL PARCELS – BLANKET IN NATURE)

22. TERMS AND CONDITIONS OF ANY EXISTING UNRECORDED LEASE(S), AND ALL RIGHTS OF LESSEE(S) AND ANY PARTIES CLAIMING THROUGH THE LESSEE(S) UNDER THE LEASE(S).

NOTE FOR INFORMATIONAL PURPOSES ONLY: NOTICE OF LIEN PROHIBITION, RECORDED IN BOOK 18403, PAGE 373, AS AMENDED IN BOOK 22373, PAGE 163; AND AS PARTIALLY RELEASED IN BOOK 23174, PAGE 737.

NOTE FOR INFORMATIONAL PURPOSES ONLY: NOTICE OF ENVIRONMENTAL RESOURCE OR SURFACE WATER MANAGEMENT PERMIT, RECORDED IN BOOK 23242, PAGE 421.

NOTE: ALL OF THE RECORDING INFORMATION CONTAINED HEREIN REFERS TO THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, UNLESS OTHERWISE INDICATED. ANY REFERENCE HEREIN TO A BOOK AND PAGE IS A REFERENCE TO THE OFFICIAL RECORD BOOKS OF SAID COUNTY, UNLESS INDICATED TO THE CONTRARY.

Abbreviation Legend:

(A)	– ACTUAL
A/C	– AIR CONDITIONER
ACSM	– AMERICAN CONGRESS ON SURVEYING & MAPPING
ADA	– AMERICANS WITH DISABILITIES ACT
ALTA	– AMERICAN LAND TITLE ASSOCIATION
APPROX	– APPROXIMATE
ARV	– AIR RELEASE VALVE
AVE	– AVENUE
AVG	– AVERAGE
(BB)	– BEARING BASIS
BFP	– BACK FLOW PREVENTER
BLK	– BLOCK
BLDG	– BUILDING
BLVD	– BOULEVARD
BM	– BENCH MARK
BOC	– BACK OF CURB
BOW	– BACK OF WALK
BSL	– BUILDING SETBACK LINE
BWF	– BARBED WIRE FENCE
C-X	– DENOTES SHEET NUMBERING FOR ENGINEERING PLANS
(C)	– CALCULATED
C	– CHORD
CATV	– CABLE TELEVISION RISER
CB	– CHORD BEARING
CBS	– CONCRETE BLOCK STRUCTURE
C.C.R.	– CERTIFIED CORNER RECORD
C&G	– CURB & GUTTER
CI	– CATCH INLET
C/L	– CENTERLINE
CLF	– CHAIN LINK FENCE
CM	– CONCRETE MONUMENT
CMP	– CORRUGATED METAL PIPE
CO	– CLEANOUT
CONC	– CONCRETE
COR	– CORNER
CRPP	– CORRUGATED PLASTIC PIPE
CUE	– COUNTY UTILITY EASEMENT
CWS	– CROSSWALK SIGNAL
Δ	– DELTA
(D)	– DESCRIPTION
DB	– DEED BOOK
DBH	– DIAMETER AT BREAST HEIGHT IN INCHES
DE	– DRAINAGE EASEMENT
DEPT	– DEPARTMENT
DIP	– DUCTILE IRON PIPE
DR	– DRIVE
D/U	– DRAINAGE AND UTILITY EASEMENT
(E)	– ENGINEERING PLAN
EJB	– ELECTRIC JUNCTION BOX
EL	– UNDERGROUND ELECTRICAL LINES
ELEC	– ELECTRIC
ELEV	– ELEVATION
ELLIP	– ELLIPTICAL
EOI	– END OF INFORMATION
EOP	– EDGE OF PAVEMENT
FB	– FIELD BOOK
FDOT	– FLORIDA DEPARTMENT OF TRANSPORTATION
FF	– FINISH FLOOR
FGI	– FLAT GRATE INLET
FGLP	– FIBERGLASS LIGHT POLE
FHYD	– FIRE HYDRANT
FM	– FORCE MAIN
FND	– FOUND
FP&L	– FLORIDA POWER AND LIGHT
(G)	– GRID (STATE PLANE)
GL	– UNDERGROUND GAS LINES
GOV'T	– GOVERNMENT
GPR	– GROUND PENETRATING RADAR
GTMH	– GREASE TRAP MANHOLE
HDPE	– HIGH DENSITY POLYETHYLENE PIPE
HWF	– HOG WIRE FENCE
ID	– IDENTIFICATION
ICV	– IRRIGATION CONTROL VALVE
INFO	– INFORMATION
INV	– INVERT
IP	– IRON PIPE
IP&C	– IRON PIPE & CAP
IR	– IRON ROD
IR&C	– IRON REBAR & CAP
IRR	– IRRIGATION
L	– ARC LENGTH
LB#	– LICENSED BUSINESS NUMBER
LP	– LIGHT POLE
(M)	– MEASURED
MB	– MAP BOOK
MBX	– MAILBOX
MES	– MITERED END SECTION
MH	– MANHOLE
MLP	– METAL LIGHT POLE
MPH	– MILES PER HOUR
MPP	– METAL POWER POLE
N/A	– NOT APPLICABLE
NAVD	– NORTH AMERICAN VERTICAL DATUM
NAD	– NORTH AMERICAN DATUM
NG	– NATURAL GROUND
NGS	– NATIONAL GEODETIC SURVEY
NGVD	– NATIONAL GEODETIC VERTICAL DATUM
N & D	– NAIL AND DISK
NO.	– NUMBER
NR	– NON-RADIAL
NSPS	– NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
NT	– NON-TANGENT
NTS	– NOT TO SCALE
OD	– OUTSIDE DIAMETER
ORB	– OFFICIAL RECORDS BOOK
OR	– OFFICIAL RECORDS
OUL	– OVERHEAD UTILITY LINES
OTL	– OVERHEAD TRAFFIC LINES
(P)	– PLAT
PB	– PLAT BOOK
PBCUE	– PALM BEACH COUNTY UTILITY EASEMENT
PC	– POINT OF CURVATURE
PCC	– POINT OF COMPOUND CURVATURE
PCP	– PERMANENT CONTROL POINT
PFF	– PROPOSED FINISHED FLOOR
PG	– PAGE
PGS	– PAGES
PI	– POINT OF INTERSECTION
PK	– PARKER KAYLON
POB	– POINT OF BEGINNING
POC	– POINT OF COMMENCEMENT
POL	– POINT ON LINE
PP	– POWER POLE
PRC	– POINT OF REVERSE CURVATURE
PRM	– PERMANENT REFERENCE MONUMENT
PSM	– PROFESSIONAL SURVEYOR & MAPPER
PT	– POINT OF TANGENCY
PVC	– POLYVINYL CHLORIDE PIPE
PVMT	– PAVEMENT
R43E	– RANGE 43 EAST
R	– RADIUS
RAD	– RADIAL
RCP	– REINFORCED CONCRETE PIPE
REC	– RECOVERED
REV	– REVISION
RP	– RADIUS POINT
R/W	– RIGHT-OF-WAY
RLS	– REGISTERED LAND SURVEYOR
RP	– RADIUS POINT
RWL	– UNDERGROUND RECLAIM WATER LINE
RWM	– RECLAIMED WATER METER
SE	– SPECIAL EASEMENT
SEC 7	– SECTION 7
SMH	– SANITARY SEWER MANHOLE
(SP)	– STATE PLANE
SQ	– SQUARE
SQ FT	– SQUARE FEET
ST	– STREET
STMH	– STORM DRAINAGE MANHOLE
S/W	– SIDEWALK
TB	– TANGENT BEARING
T44S	– TOWNSHIP 44 SOUTH
TELE	– TELEPHONE
TL	– OVERHEAD TRAFFIC SIGNAL LINES
TOB	– TOP OF BANK
TOE	– TOE OF SLOPE
TR	– TELEPHONE RISER
TRANS	– TRANSFORMER PAD
TSB	– TRAFFIC SIGNAL BOX
TSSP	– TRAFFIC SIGNAL SUPPORT POLE
TVL	– UNDERGROUND CABLE TV LINES
(TYP)	– TYPICAL
UE	– UTILITY EASEMENT
UNK	– UNKNOWN
UTL	– UNDERGROUND TELEPHONE LINES
W/	– WITH
WL	– UNDERGROUND WATER LINE
WLP	– WOOD LIGHT POLE
WM	– WATER METER
WP	– WORK PROGRAM
WPF	– WOOD POST FENCE
WPP	– WOOD POWER POLE
WV	– WATER VALVE

Line Legend:
NOT TO SCALE

1	= 1 FOOT CONTOURS
5	= 5 FOOT CONTOURS
	= ADJOINER PROPERTY LINES
X X	= BARBED WIRE FENCE
	= BROKEN LINE
	= BURIED CABLE
	= BURIED CABLE TELEVISION
	= BURIED ELECTRIC
	= BURIED FIBER OPTICS
	= BURIED GAS
	= BURIED RECLAIMED WATER LINE
	= BURIED SANITARY LINES
	= BURIED SANITARY SEWER FORCE MAIN LINE
TC	= BURIED TRAFFIC CONTROL
	= BURIED TELEPHONE LINE
	= BURIED WATER LINES
	= CENTER LINE R/W
	= CHAIN LINK FENCE
	= EASEMENT LINES (EXISTING)
	= EASEMENT LINES (PROPOSED)
	= EDGE OF WATER LINES
	= EXISTING DRAINAGE PIPES
	= EXISTING DRAINAGE PIPES (OUTFALL NOT LOCATED)
FW	= FIRE WATER MAIN LINES
	= HOT WATER SUPPLY LINES
	= IRRIGATION LINES
OTL	= OVERHEAD TRAFFIC LINES
	= OVERHEAD UTILITY LINES
	= RAILROAD TRACKS
	= RIGHT-OF-WAY LINES
	= SECTION LINES
	= STONE WALL LINES
	= TOP OF BANK LINES
	= TOE OF SLOPE LINES
	= TREE LINES
	= TRAVERSE LINES
	= UNKNOWN BURIED LINES
//	= VINYL FENCE
	= WOOD FENCE
	= WETLAND LINE

Legal Description:
(PER AGENT FILE NO. L140549 FOREST HILL-WPB-LC 09-2599)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF PALM BEACH, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1: (LEASEHOLD)

TRACT 5 AND THE WEST 22.00' OF TRACT 4, OXYGEN-FOREST HILL CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 112, PAGES 71-74 INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT 5, SAID POINT ALSO LYING ON THE NORTH RIGHT-OF-WAY LINE OF FOREST HILL BOULEVARD (RIGHT-OF-WAY WIDTH VARIES), THENCE NORTH 01°45'52" EAST ALONG THE WEST LINE OF SAID TRACT 5 A DISTANCE OF 200.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 88°14'08" EAST ALONG THE NORTH LINE OF SAID TRACT 5 AND THE NORTH LINE OF SAID TRACT 4 A DISTANCE OF 215.00 FEET TO A POINT LYING 22.00 FEET EAST OF THE NORTHWEST CORNER OF SAID TRACT 4; THENCE SOUTH 01°45'52" WEST A DISTANCE OF 200.00 FEET TO THE SOUTH LINE OF SAID TRACT 4, SAID POINT LYING 22.00 FEET EAST OF THE SOUTHWEST CORNER OF SAID TRACT 4, SAID POINT ALSO LYING ON THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE OF FOREST HILL BOULEVARD; THENCE ALONG THE SAID NORTH RIGHT-OF-WAY LINE AND THE SOUTH LINE OF SAID TRACT 4 AND TRACT 5, NORTH 88°14'08" WEST, A DISTANCE OF 215.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2: (EASEMENT)

THOSE CERTAIN NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 HEREINABOVE, AS CREATED AND DESCRIBED UNDER ITEMS 1, 2, 3, 5, 6 AND 7 ON THE PLAT OF OXYGEN-FOREST HILL CENTER, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 112, PAGES 71-74 INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, OVER AND ACROSS THE LANDS DEPICTED THEREON AND FOR THE PURPOSES THEREIN EXPRESSED; AS MODIFIED BY THAT PARTIAL RELEASE OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 23427, PAGE 854, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

(LARGE PORTIONS OF EASEMENTS INDICATED HEREON LIE OFFSITE, AND ARE NOT SHOWN, SEE OXYGEN-FOREST HILL CENTER, PLAT BOOK 112, PAGES 71-74.)

PARCEL 3: (EASEMENT)

THOSE CERTAIN NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 HEREINABOVE, AS CREATED BY THAT DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND SERVITUDES FOR FOREST HILL SHOPPING CENTER, MADE BY H.J. BROWN PROPERTIES MANAGEMENT, INC., A FLORIDA CORPORATION, AS THE GENERAL PARTNER OF FOUR FLORIDA SHOPPING CENTERS PROPERTIES LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP, DATED APRIL 10, 2009, RECORDED ON APRIL 13, 2009 IN OFFICIAL RECORDS BOOK 23174, PAGE 993, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, OVER AND ACROSS THE LANDS DESCRIBED THEREIN AND FOR THE PURPOSES THEREIN EXPRESSED.

(LARGE PORTIONS OF EASEMENTS INDICATED HEREON LIE OFFSITE, AND ARE NOT SHOWN, SEE OXYGEN-FOREST HILL CENTER, PLAT BOOK 112, PAGES 71-74)

PARCEL 4: (EASEMENT)

THOSE CERTAIN NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 HEREINABOVE, AS CREATED BY THAT RECIPROCAL ACCESS EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS, BY AND BETWEEN FOUR FLORIDA SHOPPING CENTERS PROPERTIES LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP, AND OXYGEN HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, DATED APRIL 21, 2009, RECORDED ON APRIL 28, 2009 IN OFFICIAL RECORDS BOOK 23200, PAGE 117, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, OVER AND ACROSS THE LANDS DESCRIBED THEREIN AND FOR THE PURPOSES THEREIN EXPRESSED.

(LARGE PORTIONS OF EASEMENTS INDICATED HEREON LIE OFFSITE, AND ARE NOT SHOWN,SEE OXYGEN-FOREST HILL CENTER, PLAT BOOK 112, PAGES 71-74)

PARCEL 5: (EASEMENT)

THOSE CERTAIN NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 HEREINABOVE, AS CREATED BY THAT WATER MANAGEMENT AGREEMENT BETWEEN FOUR FLORIDA SHOPPING CENTERS PROPERTIES LIMITED PARTNERSHIP AND OXYGEN HOLDINGS, LLC, DATED APRIL 20, 2009, RECORDED ON APRIL 28, 2009 IN OFFICIAL RECORDS BOOK 23200, PAGE 129, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, OVER AND ACROSS THE LANDS DESCRIBED THEREIN AND FOR THE PURPOSES THEREIN EXPRESSED.

SAID LANDS SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA.

(LARGE PORTIONS OF EASEMENTS INDICATED HEREON LIE OFFSITE, AND ARE NOT SHOWN, SEE OXYGEN-FOREST HILL CENTER, PLAT BOOK 112, PAGES 71-74)

Symbol Legend:
NOT TO SCALE

ARV	– AIR RELEASE VALVE
	– BORING HOLE LOCATION
CTV	– CABLE TV RISER
	– CENTRAL ANGLE
	– CONCRETE
CO	– CLEAN OUT
	– CONCRETE MITERED END SECTION
	– CONCRETE RIP RAP
	– CONCRETE UTILITY POLE
21	– COUNTY ROAD SYMBOL
	– DUAL SUPPORT SIGN
E	– ELECTRICAL MANHOLE
EJB	– ELECTRICAL JUNCTION BOX
	– ELECTRIC OUTLET
	– ELECTRIC RISER
	– FIRE HYDRANT
	– FLOOD LIGHT
	– FOUND CONCRETE MONUMENT (AS NOTED)
	– FOUND IRON PIPE (AS NOTED)
	– FOUND IRON REBAR (AS NOTED)
GV	– GAS VALVE
	– GRATE INLET
	– GREASE TRAP MANHOLE
	– GUY ANCHOR
	– HANDICAP PARKING SPACE
	– INTERSTATE SYMBOL
IV	– IRRIGATION CONTROL VALVE
	– CONCRETE LIGHT POLE
	– LIGHT POLE
	– LIGHT POLE (DUAL)
	– LIGHT POLE (TRIPLE)
	– LIGHT POLE (QUAD)
	– MAILBOX
MW	– MONITOR WELLS
	– NAIL & DISC (AS NOTED)
	– FOUND/SET NAIL (AS NOTED)
	– BRICK PAVERS
	– GARBAGE CAN
PBX	– PULL BOX (AS NOTED)
2	– PARKING SPACES (2)
3	– REVISION NUMBER (3)
RWM	– RECLAIMED WATER METER
RWV	– RECLAIMED WATER VALVE
	– ROOF DRAIN
S	– SANITARY SEWER MANHOLE
SV	– SANITARY SEWER VALVE
8	– SCHEDULE B ITEM NUMBER (8)
	– GROUND LIGHT
	– SECTION CORNER
	– 4" X 4" CM LB #7143
	– 5/8" IR&C LB #7143
	– SIGN
	– SITE BENCH MARK
S	– STORM SEWER MANHOLE
	– STRIPING (DIRECTIONAL)
	– TELEPHONE CABLE RISER
T	– TELEPHONE MANHOLE
TJB	– TELEPHONE JUNCTION BOX
	– TEST HOLE
	– TRAFFIC SIGNAL BOX
	– TRAFFIC SIGNAL SUPPORT POLE
W	– WATER METER
WS	– WATER SERVICE
	– WATER SPIGOT
WS	– WATER SPRINKLER
WV	– WATER VALVE
W	– WELL
	– WETLAND FLAG
	– WOOD UTILITY POLE
U	– UNKNOWN MANHOLE
	– CONCRETE PAVERS
	– DETECTABLE WARNING AREA
	– CONCRETE LIGHT POLE (DUAL)
	– CONCRETE LIGHT POLE (TRIPLE)
	– CONCRETE LIGHT POLE (QUAD)
	– UNKNOWN RISER
	– VENT (AS NOTED)
	– WIRE HEIGHTS (SEE CHART)

Sign Legend:
NOT TO SCALE

(R1)	– ROW NUMBER SIGN
(B)	– BUS STOP SIGN
(DNE)	– DO NOT ENTER SIGN (R5-1)
(HC)	– HANDICAP SIGN
(KR)	– KEEP RIGHT SIGN
(LTO)	– LEFT TURN ONLY
(ME)	– MEDIAN SIGN
(ND)	– NO DUMPING SIGN
(NL)	– NO LEFT TURN SIGN (R3-2)
(NLI)	– NO LITTERING SIGN
(FL)	– NO PARKING FIRE LANE SIGN
(NOR)	– NO RIGHT TURN SIGN (R3-1)
(NOT)	– NO TRUCKS (R5-2)
(NP)	– NO PARKING SIGN
(1W)	– ONE WAY SIGN (R6-2)
(PE)	– PEDESTRIAN CROSSING SIGN
(RTO)	– RIGHT TURN ONLY
(SL)	– SPEED LIMIT SIGN
(ST)	– STOP SIGN (R1-1)
(SS)	– STREET SIGN
(TZ)	– TOW AWAY ZONE SIGN
(TE)	– TRUCK ENTRANCE SIGN
(U)	– UNKNOWN SIGN
(WL)	– WEIGHT LIMIT SIGN
(WW)	– WRONG WAY SIGN
(Y)	– YIELD SIGN

Reference Material

1) OXYGEN-FOREST HILL CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 112, PAGES 71-74 INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

2) PALM BEACH PLANTATIONS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 20 INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

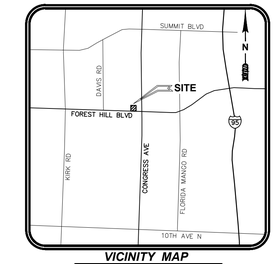
Parking Table

STANDARD SPACES =	32
ACCESSIBLE HANDICAP SPACES =	1
TOTAL SPACES =	33

C-3

NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 THROUGH 2 OF 2.

TITLE BLOCK ABBREVIATIONS
Eng. = ENGINEERING L.B. = LICENSED BUSINESS
C.O.A. = CERTIFICATE OF AUTHORIZATION Arch.= ARCHITECTURAL
Landscape. = LANDSCAPE N/A = NOT APPLICABLE Lic. = LICENSED
No. = NUMBER P.O. = POST OFFICE © = COPYRIGHT



VICINITY MAP
NOT TO SCALE

Survey Notes:

1. "SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
2. "ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES."
3. THE TWO SITE BENCHMARKS FOR THIS TOPOGRAPHIC SURVEY ARE DISPLAYED ON THE RESPECTIVE SURVEY FILE. THESE BENCHMARKS ARE BASED ON A CLOSED VERTICAL CONTROL LOOP HAVING AN ACTUAL ERROR OF CLOSURE OF 0.005' WHICH MEETS THE ALLOWABLE CLOSURE OF 0.019'. THIS FIELDWORK WAS PERFORMED USING A TOPCON LEVEL MODEL #DL101-C AND REFERENCES THE FOLLOWING PUBLISHED BENCHMARKS AS ESTABLISHED BY THE (NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88)) AND SAID ELEVATIONS ARE BASED ON VERTICAL CONTROL BENCHMARKS SUPPLIED BY FLORIDA DEPARTMENT OF TRANSPORTATION AS FOLLOWS:

   a) DESIGNATION # DOT BCL14 – AT STATION 377+88.03 OFFSET -63.70' LEFT, A CONCRETE MONUMENT WITH A FDOT BRASS DISK STAMPED "822/93/04/C14". FDOT R/W MAP ROAD NO. 882, PALM BEACH COUNTY PROJECT ID# 229817-1-52-017.

   ELEVATION = 12.010

   b) DESIGNATION # DOT BCL15 – AT STATION 399+59.41 OFFSET -61.36' LEFT, A CONCRETE MONUMENT WITH A FDOT BRASS DISK STAMPED "822/93/04/C15". FDOT R/W MAP ROAD NO. 882, PALM BEACH COUNTY PROJECT ID# 229817-1-52-017.

   ELEVATION = 12.870

   SITE BENCHMARKS ARE AS SHOWN ON SHEET 2 OF 2.
4. THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 THROUGH 2 OF 2.
5. THE LAST DAY FIELD WORK WAS PERFORMED WAS 12/31/14; ALL BOUNDARY CORNERS WERE RECOVERED OR SET AS NOTED HEREON, FOR PARCEL 1 (LEASEHOLD PARCEL)
6. THE "LEGAL DESCRIPTION" HEREON IS PER TITLE, AND WAS PROVIDED BY THE CLIENT.
7. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED BEARING ALONG THE NORTH R/W LINE OF FOREST HILL BOULEVARD, ACCORDING TO OXYGEN-FOREST HILL CENTER, PLAT BOOK 112, PAGES 71-74, AS BE

□□ □□E O□ WEL□E□, □□□E□, OR OTHERWI□E RE□TRAINE□ JOINT□ □OR EITHER □I□ELINE□

3□ □□E O□ WATERTI□HT CA□IN□ □I□E OR CONCRETE ENCA□EMENT AT LEA□T □O□R INCHE□ THIC□ □OR EITHER □I□E□

B□ WHERE A WATER MAIN I□ LE□□ THAN THREE □EET HORI□ONTALL□ □ROM ANOTHER □I□ELINE OR WHERE A WATER MAIN CRO□□E□ ANOTHER □I□ELINE LE□□ THAN THE RE□□IRE□ MINIM□M □E□ARATION□

1□ □□E O□ □I□E OR CA□IN□ □I□E, HA□IN□ HI□H IM□ACT □TREN□TH (AT LEA□T E□□AL TO □□□INCH THIC□ □□CTILE IRON □I□E□, OR CONCRETE ENCA□EMENT AT LEA□T □O□R INCHE□ THIC□ □OR THE WATER MAIN AN□ □OR THE OTHER □I□ELINE I□ THE OTHER □I□ELINE CON□E□□ WA□TEWATER OR RECLAIME□ WATER□

<u>WATER AN□ RECLAIME□ WATER □I□TRIB□TION □□□TEM□</u>

1□ THE ENTIT□ THAT WILL O□ERATE AN□ MAINTAIN THE WATER AN□ RECLAIME□ WATER □□□TEM□ □HOWN ON THE□E □LAN□ I□ Mc□ONAL□□□ AN□ □ALM BEACH CO□NT□□THE CONTRACTOR □HALL MEET ALL THE RE□□IREMENT□ O□ THO□E ENTITIE□□

□□ ALL WATER AN□ RECLAIME□ MAIN □I□E □HALL BE EITHER □□CTILE IRON OR □□C, □NLE□□ OTHERWI□E IN□ICATE□ ON THE □RAWIN□□□

3□ IN□TALL ALL WATER AN□ RECLAIME□ MAIN□ AT A MINIM□M 3□INCHE□ O□ CO□ER□

□□ B□RIE□ □□CTILE IRON □I□E □HALL CON□ORM WITH AN□I□AWWA C1□□A1□□ AN□ C1□1□A1□1, AN□ □HALL HA□E A MINIM□M WOR□IN□ □RE□□□RE O□ 1□□ □□I□B□RIE□ □I□E □HALL COM□L□ WITH THE □OLLOWIN□ □RE□□□RE CLA□□ □□C□□E□I□NATION□ □NLE□□ OTHERWI□E IN□ICATE□ ON THE □RAWIN□□□A□1□" □IAMETER AN□ □MALLER □ □C 3□□□B□1□" THRO□□H □□" □IAMETER □ □C □□□□C□3□" THRO□□H □□" □IAMETER □ □C □□□□

□□ EXPOSED PIPE 4" AND LARGER SHALL BE DUCTILE IRON FLANGED AND SHALL CONFORM WITH AWWA□AN□I C11□□A□1□1□, AN□ □HALL HA□E A MINIM□M WOR□IN□ □RE□□□RE O□ 1□□ □□I□ □LAN□E□ □I□E □HALL COM□L□ WITH THE □OLLOWIN□ THIC□NE□□ CLA□□ □TC□□E□I□NATION□ □NLE□□ OTHERWI□E IN□ICATE□ ON THE □RAWIN□□□A□□" □IAMETER □TC □□□B□□" THRO□□H □□" □IAMETER □TC □3

□□ □□CTILE IRON □I□E AN□ □ITTIN□□ WITHIN 1□ □EET O□ □A□ MAIN□ □HALL HA□E AN □MIL □OL□ETH□LENE WRA□ IN ACCOR□ANCE WITH AN□I□AWWA C1□□A□1□□

□□ □□C □I□E □" □1□" □HALL CON□ORM TO AWWA C□□□□ □I□E 1□" □3□" □HALL CON□ORM TO AWWA C□□□□ □I□E □HALL CON□ORM TO A□TM □1□□□, T□□E I, □RA□E I, □□□□ □□I □E□I□N □TRE□□, AN□ □HALL BE NATIONAL □ANITATION □E□ERATION (N□□□A□□RO□E□□ □I□E □HALL BE CLA□□ □3□ □□R1□□WITH MAR□IN□□ ON EACH □ECTION □HOWIN□ CON□ORMANCE TO THE ABO□E □□ECI□ICATION□□ JOINT□ □HALL BE R□BBER □A□□ETE□ CON□ORMIN□ TO AWWA C□□□OR C□□□ THE BELL □HALL BE INTE□RAL WITH THE □I□E AN□ O□ E□□AL OR □REATER □RE□□□RE RATIN□□THE BELL O□ □I□E AN□ □ITTIN□□ □□IN□ □□□H□ON JOINT□ □HALL HA□E AN INTE□RAL □ROO□E TO RETAIN THE □A□□ET IN □LACE□

□□ ALL □ITTIN□□ □HALL BE MAN□□ACT□RE□ O□ □□CTILE IRON, CON□ORMIN□ TO AN□I□AWWA C11□□A□1□1□ OR AN□I□AWWA C1□3□A□1□3□ALL □□LL BO□□ □C11□□A□1□1□□□ITTIN□□ □HALL BE □RE□□□RE RATE□ TO □□□ □□I, MINIM□M□ALL COM□ACT □ITTIN□□ □C1□3□A□1□3□□HALL BE □RE□□□RE RATE□ TO 3□□ □□I, MINIM□M□

□□ ALL □□CTILE IRON □I□E AN□ □ITTIN□□ □HALL BE LINE□ AN□ COATE□□INTERIOR LININ□ □HALL BE □TAN□AR□ THIC□NE□□ CEMENT MORTAR LININ□ □ER AN□I□AWWA C1□□A□1□□EXTERIOR COATIN□ □OR B□RIE□ □I□E AN□ □ITTIN□□ □HALL BE A □ETROLE□M A□□HALTIC COATIN□ IN ACCOR□ANCE WITH AN□I□AWWA C11□□A□1□1□□ EXTERIOR COATIN□ O□ EX□O□E□ □I□E AN□ □ITTIN□□ □HALL BE □ACTOR□ A□□LIE□ R□□T INHIBITIN□ E□OX□ □RIMER, MINIM□M 3 MIL□ □R□ □ILM THIC□NE□□□A□TER IN□TALLATION, EXTERIOR □□R□ACE□ □HALL BE □AINTE□ WITH A TWO COAT □□□TEM□THE □IR□T COAT □INTERME□IATE COAT□□HALL BE □□□1□□MIL □□T TNEMEC COLOR HI□B□IL□ E□OXOLINE II □ERIE□ N□□OR A□□RO□E□ E□□AL, AN□ THE □INAL COAT □HALL BE □□□3□□MIL □□T TNEMEC EN□□RA□HIEL□ □ERIE□ □3 OR A□□RO□E□ E□□AL□THE □INAL COAT □AINT COLOR □HALL BE A□ □ELECTE□ B□ THE LOCAL □TILIT□□

1□□ MECHANICAL AN□ □□□H ON JOINT□ □OR □□CTILE IRON □I□E AN□ □ITTIN□□ □HALL BE R□BBER □A□□ETE□, CON□ORMIN□ TO AN□I□AWWA C111□A□1□11□L□BRICANT□ OTHER THAN THAT □□RNI□HE□ B□ THE □I□E MAN□□ACT□RER WITH THE □I□E □HALL NOT BE □□E□□

11□ RE□TRAINE□ JOINT□ □OR □□CTILE IRON □I□E BELL JOINT□ □HALL BE AMERICAN □A□T □RI□ □A□□ET, MCWANE □□RE □RI□ 3□□ □A□□ET, □□□□I□E □IEL□ LO□ 3□□ □A□□ET, OR EBAA IRON ME□A L□□ □ERIE□ 11□□H□□ RE□TRAINE□ JOINT□ □OR □□CTILE IRON □I□E AN□ □ITTIN□ MECHANICAL JOINT□ □HALL BE EBAA IRON ME□A L□□ □ERIE□ 11□□, □TAR □RI□ □ERIE□ 3□□□, OR T□LER □NION T□□□□RI□ □ERIE□ TL□□LOC□IN□ BELL JOINT RE□TRAINT □HALL BE AMERICAN □LEX RIN□ JOINT, AMERICAN LO□□RIN□ JOINT, OR □□□□I□E TR□□LEX□ RE□TRAINE□ JOINT□ □OR □□C □I□E MECHANICAL JOINT□ □HALL BE T□LER □NION □ERIE□ □□□□ T□□ □RI□ TL□, JCM □□R□□RI□ BELL RE□TRAINER, □OR□ □NI□□LAN□E □ERIE□ 1□□□ CIRCLE LOC□, OR EBAA IRON ME□A L□□ □ERIE□ □□□□□□□ RE□TRAINE□ JOINT□ □OR □□C □I□E □□□H ON JOINT□ □HALL BE EBAA IRON ME□A L□□ □ERIE□ 1□□□ OR □ERIE□ 1□□□ □C□□□ □□C□, □ERIE□ □□□□ □C□□□ □□C□, □OR□ □NI□□LAN□E □ERIE□ 13□□, OR □MITH□BLAIR BELL□LO□ □ERIE□ 1□□□□I□E JOINT□ □HALL BE RE□TRAINE□ □□□TREAM AN□ □OWN□TREAM O□ □ITTIN□□ IN ACCOR□ANCE WITH THE MAN□□ACT□RER□□ RE□□IREMENT□ OR THE TABLE □HOWN IN THE □RAWIN□□, WHICHE□ER I□ □REATER□

1□□ POLYETHYLENE PIPE AND TUBING USED FOR SERVICE LINES ½-3 INCH DIAMETER SHALL BE □OL□ETH□LENE IN ACCOR□ANCE WITH AWWA C□□1, □TAN□AR□ CO□E □E□I□NATION □E □□1□, □□R □ (□O□T□I□E □IAMETER BA□E□ □IMEN□ION RATIO□, □□□ □□I□ □I□E □HALL BE COLOR CO□E□ BL□E □□OTABLE WATER□OR □□R□LE (RECLAIME□ WATER□□ □I□E AN□ □ITTIN□□ □HALL BE N□□ A□□RO□E□ □OR THE □□A□E TO WHICH THE□ ARE TO BE A□□LIE□□JOINT□ IN □□R□R □E □I□E □HALL BE B□TT HEAT □□□ION OR □OC□ET HEAT □□□ION T□□E□ □ITTIN□□ □HALL BE MAN□□ACT□RE□ O□ THE □AME MATERIAL A□ THE □I□E AN□ □HALL BE O□ THE □AME □□R OR LE□□□ □RO□I□E A□A□TER□ A□ RE□□IRE□ TO JOIN □E □I□E TO □I□E, □ITTIN□□ AN□ E□□I□MENT O□ OTHER MATERIAL□□

13□ □ER□ICE □A□□LE□ □HALL MEET THE RE□□IREMENT□ O□ AWWA C□□□ AN□ □HALL CON□I□T O□ E□OX□ COATE□ □□CTILE IRON BO□IE□ IN ACCOR□ANCE WITH A□TM A□3□, WITH □O□BLE □TAINLE□□ □TEEL □TRA□□, BOLT□, WA□HER□ AN□ N□T□□ □TAINLE□□ □TEEL □HALL BE T□□E 3□□, AN□ N□T□ ARE TO BE TE□LON COATE□□THE □□CTILE IRON BO□□ I□ TO BE □□□ION BON□E□ N□LON COATE□, MINIM□M THIC□NE□□ 1□MIL□, O□TLET O□ □A□□LE I□ TO HA□E N□T THREA□□□ □ER□ICE □A□□LE□ □HALL BE MAN□□ACT□RE□ B□ □OR□, M□ELLER, OR □MITH□BLAIR□

1□□ ALL □ER□ICE□ □HALL INCL□□E THE □OLLOWIN□□C□RB □TO□□, □NION□ A□ RE□□IRE□, COR□ORATION □TO□□□CON□ORMANCE WITH AWWA C□□□AN□ C□□1 I□ RE□□IRE□□THE CONTRACTOR □HALL C□T "W" IN THE TO□ C□RB O□ EACH WATER □ER□ICE AN□ A "□" AT ALL □AL□E LOCATION□□C□T W□□ AN□ □□□ □HALL BE HI□HLI□HTE□ WITH BL□E □AINT□

1□□ □NLE□□ OTHERWI□E NOTE□ IN THE □LAN□, THE □TILIT□ COM□AN□ □HALL □RO□I□E AN□ IN□TALL WATER METER□ AN□ RECLAIME□ WATER METER□□CONTRACTOR □HALL CON□TR□CT WATER □ER□ICE AN□ RECLAIME□ WATER □ER□ICE TO THE COR□ORATION □TO□□

1□□ □NLE□□ OTHERWI□E IN□ICATE□ OR □□ECI□IE□, ALL □AL□E□ TWO INCHE□ AN□ □MALLER □HALL BE ALL BRA□□ OR BRON□E□□AL□E□ O□ER TWO INCHE□ □HALL BE IRON BO□□, □□LL□ BRON□E OR BRON□E MO□NTE□□

1□□ □AL□E□ □INCHE□ AN□ LAR□ER □HALL BE LINE□ AN□ COATE□□B□RIE□ AN□ EX□O□E□ □AL□E□ □HALL BE COATE□ IN□I□E AN□ O□T WITH A R□□T INHIBITIN□ E□OX□ □RIMER, □OLLOWE□ B□ AN E□OX□ COATIN□ MEETIN□ THE RE□□IREMENT□ O□ AWWA C□□□, A□□LIE□ AT THE □ACTOR□□THE INTERIOR O□ □AL□E□ WITH A CA□T IRON OR □□CTILE IRON BO□□ □HALL BE COATE□ WITH AN E□OX□ □ROTECTI□E COATIN□ MEETIN□ N□□ INTERNATIONAL □TAN□AR□ □1 AN□ AWWA C□□□□A□TER IN□TALLATION, EXTERIOR □□R□ACE□ □HALL BE □AINTE□ WITH A TWO COAT □□□TEM□THE □IR□T COAT □INTERME□IATE COAT□ □HALL BE □□□1□□MIL □□T TNEMEC COLOR HI□B□IL□ E□OXOLINE II □ERIE□ N□□OR A□□RO□E□ E□□AL, AN□ THE □INAL COAT □HALL BE □□□3□□MIL □□T TNEMEC EN□□RA□HIEL□ □ERIE□ □3 OR A□□RO□E□ E□□AL□THE □INAL COAT □AINT COLOR □HALL BE A□ □ELECTE□ B□ THE LOCAL □TILIT□□

1□□ ALL □AL□E□ 1□" AN□ □MALLER □HALL BE □ATE □AL□E□ □NLE□□ OTHERWI□E IN□ICATE□ ON THE □RAWIN□□□ □ATE □AL□E□ 3 INCHE□ TO 1□INCHE□ □HALL CON□ORM TO AWWA C□□□OR AWWA C□1□□THE □AL□E□ □HALL BE IRON BO□□, CA□T IRON □□LL□ ENCA□□□LATE□ MOL□E□ R□BBER WE□□E COM□L□IN□ WITH A□TM □□□□□, NON□RI□IN□ □TEM WITH O□RIN□ □EAL□□ □AL□E□ □HALL O□EN CO□NTERCLOC□WI□E□

1□□ TA□□IN□ □LEE□E□ ARE TO BE 1□□□T□□E 3□□ □TAINLE□□ □TEEL AN□ □TAINLE□□ □TEEL O□TLET, A□ MAN□□ACT□RE□ B□ JCM OR A□□RO□E□ E□□AL□TA□□IN□ □AL□E□ □HALL BE RE□ILIENT □EATE□ □ATE □AL□E□ AN□ □HALL CON□ORM TO THE RE□□IREMENT□ O□ AWWA C□□□□TA□□IN□ □AL□E□ □HALL BE AMERICAN □LOW CONTROL □ERIE□ □□□□, CLOW □ERIE□ □□□1□□, OR M□ELLER □ERIE□ A□3□1□

□□□ □AL□E□ 1□" AN□ LAR□ER □HALL BE B□TTER□L□ □AL□E□□B□TTER□L□ □AL□E□ □HALL MEET OR EXCEE□ THE □E□I□N □TREN□TH, TE□TIN□ AN□ □ER□ORMANCE RE□□IREMENT□ O□ AWWA C□□□, CLA□□ 1□□□ □AL□E BO□□ □HALL BE MECHANICAL JOINT EN□ T□□E □AL□E CON□TR□CTE□ O□ CA□T IRON OR □□CTILE IRON□□I□C □HALL BE ONE □IECE CA□T □E□I□N WITH NO EXTERNAL RIB□ TRAN□□ER□E TO □LOW□□I□C □HALL BE CA□T IRON OR □□CTILE IRON□THE RE□ILIENT □EAT □HALL MATE WITH A 3□□OR 31□ □TAINLE□□ □TEEL □□R□ACE□

□1□ □AL□E □EAT□ □HALL BE MECHANICALL□ RETAINE□, AN□ MA□ BE IN□TALLE□ ON EITHER THE BO□□ OR □I□C□ O□RIN□ □EAT□ ON □AL□E □I□C□ ARE □NACCE□TABLE□□EAT□ □OR □AL□E□ 1□" □IAMETER AN□ LAR□ER □HALL BE □□LL□ □IEL□ RE□LACEABLE WITHO□T THE □□E O□ □□ECIAL TOOL□□O□ERATOR□ O□ THE ENCLO□E□ TRA□ELIN□ N□T T□□E □HALL BE □RO□I□E□ □NLE□□ OTHERWI□E IN□ICATE□□

□□□ ALL B□RIE□ □AL□E□ □HALL BE □RO□I□E□ WITH A□J□□TABLE □AL□E BOXE□ A□□ROXIMATEL□ □INCHE□ IN □IAMETER WITH A MINIM□M THIC□NE□□ O□ 3□1□ INCH CA□T IRON□BOXE□ □HALL BE O□ □□□□ICIENT LEN□TH TO O□ERATE ALL □AL□E□ B□RIE□ IN THE □RO□N□, CON□I□TIN□ O□ BA□E, CENTER □ECTION, AN□ TO□ □ECTION WITH CO□ER□□AL□E BOXE□ LOCATE□ IN □N□A□E□ AREA□ □HALL BE □LI□ T□□E □E□I□N TO □ERMIT MO□EMENT O□ THE TO□ □ECTION WITHO□T TRAN□MITTIN□ □ORCE□ ONTO THE □AL□E BO□□□ □AL□E BOXE□ CA□T INTO CONCRETE OR A□□HALT □□R□ACIN□ □HALL HA□E BRA□□ CO□ER□□ALL □AL□E BOX CO□ER□ □HALL BE INTERNALL□ CHAINE□ TO □AL□E BOXE□ WITH AN A□□ROXIMATEL□ 1□INCH □AL□ANI□E□ CHAIN□□AL□E BOX CO□ER□ □HALL BE CA□T WITH THE INSCRIPTION "WATER" OR "RECLAIMED WATER"

□3□ □□C □I□E□ □HALL BE COLOR CO□E□ BL□E (WATER MAIN□□OR □□R□LE (RECLAIME□ WATER MAIN□□AN□ STENCILED (0.75-INCH LETTERING ON THE PIPE IN AT LEAST THREE AREAS PER PIPE SECTION) "POTABLE WATER MAIN" OR "RECALIMED WATER MAIN" AS APPLICABLE.

□□□ IN□TALL I□ENTI□ICATION TA□E ALON□ ALL □□CTILE IRON □I□E AN□ □□C □I□E, MINIM□M THIC□NE□□ □ MIL□, WI□TH □INCHE□, LETTER □I□E 1 INCH□ A□□L□ TA□E TO □□R□ACE O□ □I□E, CONTIN□O□□L□ EXTEN□IN□ □ROM JOINT TO JOINT□TA□E COLOR AN□ LETTERIN□ □HALL BE BLAC□ □RINTIN□ ON BL□E BAC□□RO□N□ (WATER MAIN□□, BLAC□ □RINTIN□ ON □□R□LE BAC□□RO□N□ (RECLAIME□ WATER MAIN□□ □LACE TA□E A□ □OLLOW□□□" □□" □I□E □CENTER ALON□ TO□ HAL□ O□ □I□E□1□" □1□" □I□E □□LACE ALON□ BOTH □I□E□ O□ THE TO□ HAL□ O□ □I□E□□□" □I□E AN□ LAR□ER □□LACE ON BOTH □I□E□ O□ TO□ HAL□ O□ □I□E WITH A THIR□ □TRI□ CENTERE□ ALON□ TO□ HAL□ O□ □I□E□

□□□ IN□TALL WARNIN□ TA□E ALON□ ALL □I□ELINE□, □LACE□ □ □EET ABO□E □I□E□TA□E □HALL BE □INCH WI□E □IN□L CONTIN□O□□ TA□E□TA□E □HALL BE COLORE□ BL□E (WATER MAIN□□OR □□R□LE (RECLAIMED WATER MAINS) WITH BLACK LETTERING, CODED AND WORDED "CAUTION: WATER MAIN BURIED BELOW", OR "CAUTION: RECLAIMED WATER MAIN BURIED BELOW", AS APPLICABLE.

□□□ IN□TALL LOCATIN□ WIRE ALON□ ALL □□C □I□ELINE□□WIRE □HALL BE COLOR□CO□E□ 1□ □A□□E CONTIN□O□□ IN□□LATE□ WIRE□ COLOR CO□IN□ □HALL BE □IMILAR TO WARNIN□ TA□E COLOR□□IN□TALL LOCATOR WIRE ALON□ ALL □RE□□□RI□E□ □I□ELINE□ □" AN□ LAR□ER□LOO□ WIRE INTO ALL □AL□E BOXE□□LOO□IN□ TO OCC□R E□ER□ □□□ □EET MINIM□M□WHERE THERE ARE NO □AL□E BOXE□ TO ALLOW LOO□IN□, □RO□I□E ACCE□□ BOXE□ □ER CIT□ RE□□IREMENT□□CHEC□ WIRE □OR ELECTRICAL CONTIN□IT□□

□□□ ALL CHAN□E□ IN □IRECTION □HALL BE MA□E WITH □ITTIN□□ OR A□□RO□E□ JOINT □E□LECTION□ BEN□IN□ O□ □I□E, EXCE□T CO□□ER AN□ □OL□ETH□LENE, I□ □ROHIBITE□□JOINT □E□LECTION □HALL NOT EXCEE□ □□□ O□ THE MAN□□ACT□RER□□ RECOMMEN□E□ MAXIM□M □E□LECTION□

□□□ TE□T □ROCE□□RE□ □HALL BE A□□RO□E□ B□ THE EN□INEER□ALL TE□T□ □HALL BE MA□E IN THE □RE□ENCE O□ THE EN□INEER AN□ □TILIT□□NOTI□□ THE EN□INEER AN□ THE □TILIT□ COM□ANIE□ AT LEA□T □□HO□R□ BE□ORE AN□ WOR□ I□ TO BE IN□□ECTE□ OR TE□TE□□

□□□ □RO□I□E ALL E□□I□MENT □OR TE□TIN□□INCREMENT□ ON □A□E□ □□E□ □OR LOW □RE□□□RE AIR TE□TIN□ □HALL BE O□ □CALE□ TO THE NEARE□T □1 □□I□ □A□E□, □□M□□, AN□ HO□E□ □HALL BE IN □OO□ WOR□IN□ OR□ER WITH NO NOTICEABLE LEA□□□

3□□ ALL □ER□ICE LINE□ □HALL BE COM□LETE□ □RIOR TO TE□TIN□, AN□ ARE □□BJECT TO THE □AME TE□TIN□ RE□□IREMENT□ A□ THE MAIN LINE□

31□ THE □E□□ENCE O□ TE□TIN□ AN□ □I□IN□ECTION □HALL BE A□ □OLLOW□□1□CON□□CT □RE□□□RE AN□ LEA□A□E TE□TIN□□□□□ER□ORM □L□□HIN□ □ER □TILIT□ RE□□IREMENT□ AN□ AWWA C□□1□3□□I□IN□ECT THE WATER MAIN, INCL□□IN□ □AL□E□ AN□ □ITTIN□□□AN□ □□□ECHLORINATE AN□ □L□□H A□TER □I□IN□ECTION□

3□□ A□□L□ H□□RO□TATIC TE□T □RE□□□RE O□ 1□□ □□I (WATER MAIN□□, □□□ □□I □□IRE MAIN□□, OR 1□□ □□I (RECLAIME□ WATER MAIN□□□OR 1□MIN□TE□ AN□ □OR □□CH A□□ITIONAL □ERIO□ NECE□□AR□ □OR THE EN□INEER TO COM□LETE THE IN□□ECTION O□ THE LINE □N□ER TE□T□□□O NOT EXCEE□ □I□E MAN□□ACT□RER□□ □□□□E□TE□ TIME □□RATION AT THE TE□T □RE□□□RE□I□ □E□ECT□ ARE NOTE□, RE□AIR□ □HALL BE MA□E AN□ THE TE□T RE□EATE□ □NTIL ALL □ART□ O□ THE LINE WITH□TAN□ THE TE□T □RE□□□RE□

33□ A□□L□ LEA□A□E TE□T □RE□□□RE O□ 1□□ □□I (WATER MAIN□□, □□□ □□I □□IRE MAIN□□OR 1□□ □□I (RECLAIME□ WATER MAIN□□ MAINTAIN □RE□□□RE AT A MAXIM□M □ARIATION O□ □□ □□RIN□ THE ENTIRE LEA□A□E TE□T□THE □□RATION O□ THE LEA□A□E TE□T □HALL BE TWO HO□R□ MINIM□M, AN□ □OR □□CH A□□ITIONAL TIME NECE□□AR□ □OR THE EN□INEER TO COM□LETE IN□□ECTION O□ THE □ECTION O□ LINE □N□ER TE□T□LEA□A□E MEA□□REMENT□ □HALL NOT BE □TARTE□ □NTIL A CON□TANT TE□T □RE□□□RE HA□ BEEN E□TABLI□HE□□THE LINE LEA□A□E □HALL BE MEA□□RE□ B□ MEAN□ O□ A WATER METER IN□TALLE□ ON THE □□□□L□ □I□E O□ THE □RE□□□RE □□M□□

3□□ NO LEA□A□E I□ ALLOWE□ IN EX□O□E□ □I□IN□, B□RIE□ □I□IN□ WITH □LAN□E□, THREA□E□, OR WEL□E□ JOINT□ OR B□RIE□ NON□□OTABLE □I□IN□ IN CON□LICT WITH □OTABLE WATER LINE□□

3□□ TE□TE□ □ECTION□ O□ B□RIE□ □I□IN□ WITH □LI□T□□E OR MECHANICAL JOINT□ WILL NOT BE ACCE□TE□ I□ IT HA□ A LEA□A□E RATE IN EXCE□□ O□ THAT RATE □ETERMINE□ B□ THE □ORM□LA L □ □□□□1□□□□□ WHERE L □ MAXIM□M □ERMI□□IBLE LEA□A□E RATE, IN □ALLON□ □ER HO□R, THRO□□HO□T THE ENTIRE LEN□TH O□ LINE BEIN□ TE□TE□□□ □LEN□TH O□ LINE TE□TE□ (IN □EET□□□ □NOMINAL INTERNAL □IAMETER (IN INCHE□□O□ THE □I□E□AN□ □ □THE □□□ARE ROOT O□ THE ACT□AL □RE□□□RE IN □□I□ ON ALL JOINT□ IN THE TE□TE□ □ORTION O□ THE LINE□THI□ ACT□AL □RE□□□RE □HALL BE □ETERMINE□ B□ □IN□IN□ THE □I□□ERENCE BETWEEN THE A□ERA□E ELE□ATION O□ ALL TE□TE□ □I□E JOINT□ AN□ THE ELE□ATION O□ THE □RE□□□RE □A□□E AN□ A□□IN□ THE □I□□ERENCE IN ELE□ATION HEA□ TO THE A□THORI□E□ TE□T □RE□□□RE□

3□□ ALL A□□ARENT LEA□□ □I□CO□ERE□ WITHIN ONE □EAR □ROM THE □ATE O□ □INAL ACCE□TANCE O□ THE WOR□ B□ THE OWNER □HALL BE LOCATE□ AN□ RE□AIRE□ B□ CONTRACTOR, RE□AR□LE□□ O□ THE TOTAL LINE LEA□A□E RATE□

3□□ □RIOR TO □I□IN□ECTION, CON□□CT □□LL □IAMETER □L□□HIN□ O□ □I□ELINE IN □ECTION□ IN OR□ER TO REMO□E AN□ □OLI□□ OR CONTAMINATE□ MATERIAL THAT MA□ HA□E BECOME LO□□E□ IN THE □I□E□

3□□ OBTAIN A MINIM□M □L□□HIN□ □ELOCIT□ O□ □□□ □EET □ER □ECON□ □ER AWWA C□□1□

3□□ ALL TA□□ RE□□IRE□ □OR □L□□HIN□ AN□ THE TEM□ORAR□ OR □ERMANENT RELEA□E O□ AIR A□ NEE□E□ □OR □L□□HIN□ □HALL BE □RO□I□E□ B□ THE CONTRACTOR□

□□□ □I□IN□ECT ALL □OTABLE WATER LINE□, □IRE LINE□, □AL□E□, □ITTIN□□, H□□RANT□□THE WATER MAIN □I□IN□ECTION AN□ BACTERIOLO□ICAL □AM□LIN□ AN□ METHO□□ O□ □I□IN□ECTION □OR ALL WATER CONTAINMENT □E□ICE□ AN□ □I□IN□ □□□TEM□ □HALL CON□ORM TO AWWA C□1□□THE □I□CHAR□E LOCATION□ □OR THE CHLORINATE□ WATER □HALL BE A□□RO□E□ B□ THE OWNER□NE□TRALI□E THE CHLORINE RE□I□□AL B□ MEAN□ O□ A RE□□CIN□ A□ENT IN ACCOR□ANCE WITH AWWA C□□1□

□1□ ALL □I□IN□ECTION WOR□ □HALL BE ACCE□TABLE TO THE □TATE HEALTH A□THORIT□□I□ AN□ RE□□IREMENT□ O□ THI□ □ECTION ARE IN CON□LICT WITH RE□□IREMENT□ O□ THE A□THORIT□ □OR □I□IN□ECTION, THO□E O□ THE A□THORIT□ □HALL □O□ERN□ALL BACTERIOLO□ICAL TE□TIN□ □HALL BE □ER□ORME□ B□ A □TATE CERTI□IE□ LABORATOR□ CONTRACTE□ B□ THE CONTRACTOR□□RO□ER CHAIN O□ C□□TO□□ □ROCE□□RE□ M□□T BE □OLLOWE□ AN□ □AM□LE□ □HALL ONL□ BE COLLECTE□ B□ CERTI□IE□ LABORATOR□ □ER□ONNEL□CO□IE□ O□ ALL TE□TIN□ RE□□LT□ AN□ ALL RELATE□ CORRE□□ON□ENCE □ROM THE TE□TIN□ LAB □HALL BE □□BMITTE□ TO THE OWNER, □TILIT□, AN□ EN□INEER□

<u>□ANITAR□ □EWER □□□TEM□</u>

1□ THE ENTIT□ THAT WILL O□ERATE AN□ MAINTAIN THE □EWER □□□TEM □HOWN ON THE□E □LAN□ I□ Mc□ONAL□□□ AN□ □ALM BEACH CO□NT□□THE CONTRACTOR □HALL MEET ALL THE RE□□IREMENT□ O□ THO□E ENTITIE□□

□□ □□C □EWER □I□E □HALL BE T□□E □□M □□C □I□E CON□ORMIN□ TO A□TM □3□3□AN□ □HALL BE □□R 3□ □OR □" THRO□□H 1□", AN□ A□TM □ □□□, WALL THIC□NE□□ T□1, □OR □I□E 1□" THRO□□H □□"□

3□ IN□TALL ALL □EWER MAIN□ AT A MINIM□M 3□INCHE□ O□ CO□ER□

□□ JOINT□ □HALL MEET THE RE□□IREMENT□ O□ A□TM □3□1□ □□IN□ R□BBER □A□□ET□ CON□ORMIN□ TO A□TM □□□□□

□□ □ITTIN□□ □HALL CON□ORM TO THE □AME RE□□IREMENT□ A□ THE □I□E□ □RO□I□E A□A□TER□ A□ RE□□IRE□ TO JOIN □□C □I□E TO □I□E, □ITTIN□□ AN□ E□□I□MENT O□ OTHER MATERIAL□□□OL□ENT CEMENT □HALL BE A□ RECOMMEN□E□ B□ THE □I□E MAN□□ACT□RER□

□□ □□C □EWER □I□E □HALL BE COLOR CO□E□ □REEN, □TENCILE□ "□EWER LINE" □□" LETTERIN□ ON TWO □I□E□ O□ THE □I□E IN AT LEA□T THREE AREA□ □ER □I□E □ECTION□□

□□ IN□TALL A□HE□I□E I□ENTI□ICATION TA□E ALON□ □I□ELINE□TA□E □HALL BE MINIM□M THIC□NE□□ □MIL□, WI□TH □INCHE□, LETTER □I□E 1 INCH□ TA□E COLOR AN□ LETTERIN□ □HALL BE "□EWER LINE", BLAC□ □RINTIN□ ON □REEN BAC□□RO□N□□ □LACE TA□E A□ □OLLOW□□□" □□" □I□E □CENTER ALON□ TO□ HAL□ O□ □I□E□1□" □1□" □I□E □□LACE ALON□ BOTH □I□E□ O□ THE TO□ HAL□ O□ □I□E□□□" □I□E AN□ LAR□ER □ □LACE ON BOTH □I□E□ O□ TO□ HAL□ O□ □I□E WITH A THIR□ □TRI□ CENTERE□ ALON□ TO□ HAL□ O□ □I□E□

□□ IN□TALL WARNIN□ TA□E ALON□ ALL □EWER □I□ELINE□□TA□E □HALL BE □INCH WI□E □IN□L CONTIN□O□□ TAPE, COLORED GREEN WITH BLACK LETTERING CODED AND WORDED "CAUTION: SEWER BURIED BELOW". INSTALL ALONG PIPELINE, 2 FEET ABOVE PIPE, MINIMUM OF 1 FOOT BELOW GRADE.

□□ CONNECTION□ TO EXI□TIN□ □EWER □HALL BE CON□□CTE□ IN □□CH A MANNER THAT THE EXI□TIN□ □EWER REMAIN□ IN O□ERATION□□RO□I□E B□ □A□□ □□M□IN□ O□ EXI□TIN□ □LOW□ OR COLLECT AN□ LE□ALL□ □I□□O□E O□ EXI□TIN□ □EWER □LOW A□ NEE□E□ TO ACCOMMO□ATE CON□TR□CTION WHILE □EE□IN□ EXI□TIN□ □EWER IN □ER□ICE□

1□□ □RIOR TO IN□□ECTION□ AN□ TE□TIN□, CLEAN ALL IN□TALLE□ LINE□ AN□ MANHOLE□□TE□T □ROCE□□RE□ □HALL BE A□□RO□E□ B□ THE EN□INEER□ALL TE□T□ □HALL BE MA□E IN THE □RE□ENCE O□ THE EN□INEER AN□ □TILIT□□NOTI□□ THE EN□INEER AN□ THE □TILIT□ COM□ANIE□ AT LEA□T □□ HO□R□ BE□ORE AN□ WOR□ I□ TO BE IN□□ECTE□ OR TE□TE□□

11□ □RO□I□E ALL E□□I□MENT □OR TE□TIN□□INCREMENT□ ON □A□E□ □□E□ □OR LOW □RE□□□RE AIR TE□TIN□ □HALL BE O□ □CALE□ TO THE NEARE□T □1 □□I□ □A□E□, □□M□□, AN□ HO□E□ □HALL BE IN □OO□ WOR□IN□ OR□ER WITH NO NOTICEABLE LEA□□□

1□□ ALL □ER□ICE LATERAL□ □HALL BE COM□LETE□ □RIOR TO TE□TIN□, AN□ ARE □□BJECT TO THE □AME TE□TIN□ RE□□IREMENT□ A□ THE MAIN LINE□

13□ □RO□I□E LI□HT □O□RCE AN□ MIRROR□ □OR LAM□IN□ O□ □EWER□AN□ □EWER IN WHICH THE □IRECT LI□HT O□ A LAM□ CANNOT BE □IEWE□ IN EITHER □IRECTION, □□LL CIRCLE, BETWEEN A□JACENT MANHOLE□ □HALL BE CON□I□ERE□ □N□ATI□□ACTOR□, □NLE□□ THE LINE I□ □E□I□NE□ WITH HORI□ONTAL □E□LECTION□, AN□ □HALL BE RE□AIRE□ B□ THE CONTRACTOR WITHO□T A□□ITIONAL COM□EN□ATION□

1□□ CON□□CT LOW □RE□□□RE AIR TE□TIN□ □□□ □□I INITIAL □RE□□□RE□O□ IN□TALLE□ □EWER □I□IN□ IN ACCOR□ANCE WITH A□TM □1□1□□MAXIM□M ALLOWABLE LEA□A□E I□ □□□□1□C□BIC □EET □ER MIN□TE □ER □□□ARE □OOT INTERNAL □□R□ACE AREA BEIN□ TE□TE□□ALLOWABLE AIR □RE□□□RE □RO□ □□RIN□ THE TE□T I□ □□□ □□I□□MINIM□M RE□□IRE□ TE□T TIME □□RATION□I□A□□" □I□E □1 MIN □3 □EC□B□□" □I□E □ □MIN □□ □EC, OR □□□□□X LEN□TH O□ □I□E TE□TE□, WHICHE□ER I□ □REATER□C□□" □I□E □3 MIN □□ □EC, OR □□□□□X LEN□TH O□ □I□E TE□TE□, WHICHE□ER I□ □REATER□□□1□" □I□E □ □MIN □3 □EC, OR 1□1□□X LEN□TH O□ □I□E TE□TE□, WHICHE□ER I□ □REATER□E□1□" □I□E □ □MIN □□ □EC, OR 1□□□□X LEN□TH O□ □I□E TE□TE□, WHICHE□ER I□ □REATER□

1□□ CON□□CT LEA□A□E TE□TIN□ O□ MANHOLE□ B□ □L□□□IN□ IN□ERT□ AN□ □ILLIN□ MANHOLE WITH WATER□ALLOWABLE WATER □RO□ IN MANHOLE TO BE □IEL□ □ETERMINE□ B□ □TILIT□ AN□ EN□INEER□ MINIM□M TE□T □□RATION I□ 1 HO□R□

1□□ CON□□CT □E□LECTION TE□TIN□ O□ □I□ELINE A□TER THE □INAL BAC□□ILL HA□ BEEN IN □LACE AT LEA□T 3□ □A□□□MAXIM□M ALLOWABLE □I□E □E□LECTION I□ □□ □MEA□□RE □E□LECTION B□ MAN□ALL□ □□LLIN□ A MAN□REL THRO□□H THE □I□E□THE MINIM□M MAN□REL O□TER □IAMETER □HALL BE IN ACCOR□ANCE WITH THE FOLLOWING: 6" SEWER = 5.45" MANDREL; 8" SEWER = 7.28" MANDREL; 10" SEWER = 9.08" MANDREL; 12" SEWER = 10.79" MANDREL; 15" SEWER = 13.20" MANDREL; 18" SEWER = 16.13" MANDREL; 21" SEWER = 19.00" MANDREL; 24" SEWER = 21.36" MANDREL; 27" SEWER = 24.06" MANDREL.

1□□ □E□LECTION TE□TIN□ I□ CON□I□ERE□ □ATI□□ACTOR□ I□ THE MAN□REL CAN BE □□LLE□ B□ HAN□ THRO□□H THE □I□E BEIN□ TE□TE□□I□ THE MAN□REL CANNOT BE □□LLE□ THRO□□H THE □I□E, RE□LACE OR CORRECT THE □I□E AN□ RETE□T □NTIL TE□TIN□ I□ □ATI□□ACTOR□□ AN□ □I□E REMO□E□ OR CORRECTE□ □□E TO □AILIN□ □E□LECTION TE□TIN□ □HALL AL□O BE RE□TE□TE□ □OR LEA□A□E□

<u>PRECAST STRUCTURES AND APPURTENANCES</u>

1□ ALL MANHOLE□ □HALL BE □RECA□T CON□TR□CTION□THE MINIM□M □I□E □IAMETER O□ MANHOLE□ □HALL BE □□" □OR □EWER LINE□ □1" IN □IAMETER OR LE□□□INTE□RALL□ CA□T □TE□□ WITHIN □RECA□T □TR□CT□RE□ ARE NOT ALLOWE□□

□□ BA□E□ □HALL BE ONE□□IECE □RECA□T BA□E □ECTION□ CON□I□TIN□ O□ INTE□RALL□ CA□T □LAB, BOTTOM RIN□ □ECTION AN□ CONCRETE □LOW CHANNEL□□BA□E □ECTION□ □HALL HA□E INTE□RAL IN□ERT□ WITH □A□□ET□ TO MATCH THE □I□E□THE CONTRACTOR □HALL BE RE□□ON□IBLE □OR □ETERMININ□ ALL IN□ERT AN□LE□□ □RO□I□E O□TLET □T□B□ WITH JOINT□ TO MATCH THE □I□E□

3□ RI□ER□ □HALL BE □RECA□T REIN□ORCE□ CONCRETE □ER A□TM C□□□, MAN□□ACT□RE□ □□IN□ □□L□ATE RE□I□TANT CEMENT □A□TM C1□□, T□□E II□□RI□ER□ □HALL BE □□□INCH □IAMETER □NLE□□ OTHERWI□E IN□ICATE□ AN□ □HALL HA□E A MINIM□M WALL THIC□NE□□ O□ □INCHE□□

□□ □A□□ET□ □OR □EATIN□ □RECA□T □ECTION□ □HALL BE COL□ A□HE□I□E □RE□ORME□ □LA□TIC □A□□ET□ CON□ORMIN□ TO □□OT □□ECI□ICATION □□□□□, □NLE□□ OTHERWI□E IN□ICATE□□

□□ □NLE□□ OTHERWI□E IN□ICATE□, CONE TO□ □ECTION□ □HALL BE □RECA□T, ECCENTRIC T□□E WITH □□INCH □IAMETER TO□ O□ENIN□ CON□ORMIN□ TO A□TM C□□□□ □RO□I□E □INCH MINIM□M THIC□NE□□ □LAT □LAB TO□□ WITH ECCENTRIC □□INCH □IAMETER O□ENIN□, □NLE□□ OTHERWI□E IN□ICATE□□

□□ □RO□I□E A □LEXIBLE WATERTI□HT □EAL O□ THE □I□E TO THE MANHOLE□CONNECTION O□ CONCRETE □I□E TO THE MANHOLE □HALL BE MA□E WITH NON□□HRIN□ METALLIC □RO□T□CONNECTION O□ □□CTILE IRON OR □□C □I□E TO THE MANHOLE □HALL □RO□I□E A WATERTI□HT CONNECTION □ER A□TM C□□3□ WHERE CONNECTOR□ ARE □□E□, THE□ □HALL BE IN□TALLE□ IN THE MANHOLE WALL B□ ACTI□ATIN□ THE EX□AN□IN□ MECHANI□M IN □TRICT ACCOR□ANCE WITH THE RECOMMEN□ATION O□ THE CONNECTOR MAN□□ACT□RER□THE □□E O□ A□HE□I□E□ OR L□BRICANT□ □OR IN□TALLATION O□ R□BBER CONNECTOR□ I□ □ROHIBITE□□

□□ □RAME□ AN□ CO□ER□ □HALL BE □RE□ IRON □ER A□TM A□□, CLA□□ 3□B AN□ □HALL BE □□□□O□N□R□ T□□E □□□A□, TRA□□IC BEARIN□ (AA□HTO H□□□LOA□IN□□, □NLE□□ OTHERWI□E NOTE□ IN THE □RAWIN□□□ CA□TIN□□ □HALL BE □MOOTH, CLEAN, □REE □ROM BLI□TER□, BLOWHOLE□, AN□ □HRIN□A□E□RAI□E□ LETTERING ON COVERS SHALL BE "STORM", "SEWER", OR AS DETAILED ON THE DRAWINGS.

□□ □RO□I□E INLET□, □RAME□, AN□ □RATE□ IN ACCOR□ANCE WITH □ETAIL□ ON THE □RAWIN□□□ALL □RAME□ AN□ INLET □RATE□ □HALL BE □RO□□CT□ O□ □□□□O□N□R□ □ MAN□□ACT□RIN□ COR□ORATION, OR E□□AL□

□□ ALL INLET □RATE□ □HALL BE □EC□RE□ B□ CHAIN AN□ E□EBOLT TO THE TO□ O□ THE □TR□CT□RE□

1□□ MANHOLE COATIN□□ AN□ □INI□HE□ □HALL BE□

A□ □ANITAR□ □EWER MANHOLE INTERIOR □BIT□MINO□□ E□OX□ COATIN□, MINIM□M □R□ □ILM THIC□NE□□ □1□MIL□□

B□ INTERIOR O□ MANHOLE□ WHICH RECEI□E □ORCE MAIN □I□CHAR□E □INTE□RALL□ ATTACHE□ INTERIOR LINER, □□LL HEI□HT, □IBER□LA□□ LINER□LINER THIC□NE□□ TO BE IN ACCOR□ANCE WITH THE □RAWIN□□□

C□ EXTERIOR □BIT□MINO□□ E□OX□ COATIN□, MINIM□M □R□ □ILM THIC□NE□□ □1□MIL□□

11□ A□□B□ILT IN□ORMATION □HALL INCL□□E ALL RIM, TO□ AN□ IN□ERT ELE□ATION□ □OR ALL □RECA□T □TR□CT□RE□□

<u>STORM SEWER SYSTEMS</u>

1□ ALL □TORM □EWER □I□E □HALL BE REIN□ORCE□ CONCRETE □I□E □RC□□□NLE□□ OTHERWI□E IN□ICATE□ ON THE □RAWIN□□□RO□N□ CONCRETE □I□E □HALL COM□L□ WITH A□TM C□□□ELLI□TICAL CONCRETE □I□E □HALL COM□L□ WITH A□TM C□□□□ □I□E JOINT□ □HALL COM□L□ WITH A□TM C□□3 AN□ □□OT □□ECI□ICATION □ECTION □3□, AN□ R□BBER □A□□ET□ □HALL COM□L□ WITH □□OT □□ECI□ICATION □ECTION □□□□MINIM□M CO□ER O□ER THE □I□E, INCL□□IN□ CO□ER O□ER THE BELL O□ THE □I□E WHERE A□□LICABLE, □HALL BE 3□INCHE□□

□□ RC□ □I□E □HALL NOT BE □HI□□E□ □ROM MAN□□ACT□RER □NTIL THE COM□RE□□I□E □TREN□TH O□ THE □I□E HA□ REACHE□ □□□□ □□I AN□ A MINIM□M O□ □ □A□□ HA□E □A□□E□ □INCE THE MAN□□ACT□RIN□ OR RE□AIR O□ THE □I□E HA□ BEEN COM□LETE□□

3□ CORR□□ATE□ □OL□ETH□LENE □I□E AN□ □ITTIN□□ □INCH THRO□□H 1□INCH □IAMETER □HALL COM□L□ WITH AA□HTO M□□□, T□□E □□ □I□E 1□INCH THRO□□H □□INCH □IAMETER □HALL COM□L□ WITH AA□HTO M□□□, T□□E □, AN□ A□TM □□3□□□ □I□E □□INCH THRO□□H □□INCH □IAMETER □HALL COM□L□ WITH □□OT □□ECI□ICATION □ECTION □□□ (CLA□□ II □I□E□AN□ □HALL COM□L□ WITH AA□HTO M□□□□ □IR□IN MATERIAL □OR THE □RO□□CTION O□ □I□E AN□ □ITTIN□□ □HALL BE HI□H □EN□IT□ □OL□ETH□LENE CON□ORMIN□ TO THE MINIM□M RE□□IREMENT□ O□ CELL CLA□□I□ICATION □□□□□□C □OR □INCH THRO□□H 1□INCH □IAMETER□ AN□ □3□□□□C □OR 1□INCH THRO□□H □□INCH □IAMETER□ □ER A□TM □33□□□THE 1□INCH THRO□□H □□INCH □IR□IN □I□E MATERIAL □HALL COM□L□ WITH THE NOTCHE□ CON□TANT LI□AMENT□□TRE□□ (NCL□□TE□T A□ □□ECI□IE□ IN A□TM □□3□□□BELL JOINT□ □OR □INCH THRO□□H 1□INCH □IAMETER □I□E □HALL BE □□□H□ON □LEE□E□BELL JOINT□ □OR 1□INCH THRO□□H □□INCH □IAMETER □I□E □HALL BE INTE□RALL□ □ORME□ ON □I□E□ □I□E JOINT□ □HALL BE WATERTI□HT □ER A□TM □3□1□□ □A□□ET□ □HALL BE IN□TALLE□ B□ □I□E MAN□□ACT□RER AN□ □HALL COM□L□ WITH A□TM □□□□□

□□ □N□ER□RAIN □I□E □HALL BE □ER□ORATE□ □OL□□IN□L CHLORI□E □I□E IN ACCOR□ANCE WITH A□TM □□□□□ □ILTER □ABRIC □N□ER□RAIN □OC□ □HALL BE T□□E □□3 IN ACCOR□ANCE WITH □□OT IN□EX NO□1□□□

□□ ALL □I□E JOINT□ □HALL BE WRA□□E□ WITH □ILTER □ABRIC□□ILTER □ABRIC □HALL BE IN ACCOR□ANCE WITH □□OT IN□EX NO□1□□, T□□E □□3, A□O□□□□□1□□□IN□TALL IN ACCOR□ANCE WITH □□OT IN□EX NO□□□□□ □RO□I□E MINIM□M 1□" O□ERLA□□□

□□ IN□TALL □OL□ETH□LENE □I□E IN ACCOR□ANCE WITH A□TM □□3□1□BAC□□ILL AN□ COM□ACT E□ENL□ ON EACH □I□E TO □RE□ENT □I□□LACEMENT□MINIM□M CO□ER O□ER □OL□ETH□LENE □I□E □HALL BE A□ □OLLOW□□A□□I□E □N□ER □LEXIBLE □A□EMENT, RI□I□ □A□EMENT, OR □N□A□E□ AREA□ WHERE BE□□IN□ I□ □□ITABLE □OIL□ A□ □E□INE□ IN THE □ENERAL NOTE□□MINIM□M CO□ER □HALL BE 3□INCHE□ OR ONE □I□E □IAMETER, WHICHE□ER I□ □REATER□B□□I□E □N□ER □LEXIBLE □A□EMENT, RI□I□ □A□EMENT, OR □N□A□E□ AREA□ WHERE BE□□IN□ I□ MAN□□ACT□RE□ A□□RE□ATE□ CLA□□ 1A OR 1B A□ □E□INE□ IN A□TM □□3□1□MINIM□M CO□ER □HALL BE 3□INCHE□ OR ONE □I□E □IAMETER, WHICHE□ER I□ □REATER□

□□ IN□TALL □N□ER□RAIN□ IN ACCOR□ANCE WITH □□OT □□ECI□ICATION □ECTION □□□□IN□TALL CLEANO□T□ A□ □HOWN ON THE □RAWIN□□□

□□ □RIOR TO IN□□ECTION□ AN□ TE□TIN□, CLEAN ALL IN□TALLE□ LINE□ AN□ □TR□CT□RE□□

□□ ALL □TORM □I□E □HALL BE □□BJECTE□ TO LEA□A□E TE□TIN□□WHEN THE □RO□N□ WATER LE□EL I□ ABO□E THE TO□ O□ THE □I□E, AN IN□ILTRATION TE□T □HALL BE □ER□ORME□ B□ □EALIN□ O□□ A LEN□TH O□ □I□E AN□ MEA□□RIN□ THE □E□TH O□ □LOW O□ER A MEA□□RIN□ WEIR, OR B□ □□M□IN□ THE IN□ILTRATE□ WATER INTO CONTAINER□ □OR MEA□□REMENT□TE□T□ □HALL BE CON□□CTE□ □OR A MINIM□M O□ □O□R HO□R□□IN□ILTRATION LEA□A□E □HALL NOT EXCEE□ 1□□ □ALLON□ □ER □□HO□R□, □ER INCH □IAMETER, □ER MILE O□ □I□E□WHEN THE □RO□N□ WATER LE□EL I□ BELOW THE TO□ O□ THE □I□E, THE □I□E □HALL BE TE□TE□ □OR LEA□A□E B□ EX□ILTRATION□EX□ILTRATION LEA□A□E TE□T □HALL CON□I□T O□ I□OLATIN□ THE □ARTIC□LAR □ECTION, □ILLIN□ WITH WATER TO A □OINT □ □EET ABO□E THE TO□ O□ THE □I□E AT THE □□□ER MANHOLE OR INLET, AN□ ALLOWIN□ IT TO □TAN□ NOT LE□□ THAN □O□R HO□R□□THE □ECTION □HALL THEN BE RE□ILLE□ WITH WATER □□ TO THE ORI□INAL LE□EL AN□ A□TER TWO HO□R□ THE □RO□ IN WATER □□R□ACE □HALL BE MEA□□RE□□THE COM□□TE□ LEA□A□E □HALL NOT EXCEE□ 1□□ □ALLON□ □ER INCH □IAMETER, □ER □□HO□R□, □ER MILE O□ □I□E□

<u>PAVING, SIDEWALKS, AND CURBING</u>

1□ MATERIAL□ AN□ CON□TR□CTION METHO□□ □OR THE ROA□WA□ AN□ □A□IN□ CON□TR□CTION □HALL BE IN ACCOR□ANCE WITH THE □LORI□A □E□ARTMENT O□ TRAN□□ORTATION □TAN□AR□ □□ECI□ICATION□ □OR ROA□ AN□ BRI□□E CON□TR□CTION, LATE□T E□ITION□

□□ ROA□WA□ □A□IN□, BA□E, AN□ □□B□RA□E THIC□NE□□E□ □HALL BE IN ACCOR□ANCE WITH □ETAIL□ ON THE□E □RAWIN□□□MATERIAL □TABILIT□ AN□ □EN□IT□ RE□□IREMENT□ ARE A□ □OLLOW□□

A□ T□□E □□ □TR□CT□RAL CO□R□E □□□1□□□

B□ LIMEROC□ BA□E□MINIM□M LBR O□ 1□□, □LACE□ IN □" MAXIM□M LI□T□, COM□ACTE□ TO A MINIM□M □EN□IT□ O□ □□□ O□ THE MO□I□IE□ □ROCTOR □R□ □EN□IT□ (AA□HTO T□1□□□CONTRACTOR MA□ □□B□TIT□TE A□□HALT BA□E CO□R□E T□□E 3 (MIN□TABILIT□ O□ 1□□□ LB□□AT NO A□□ITIONAL CO□T, □RO□I□E□ □TR□CT□RAL N□MBER E□□AL□ OR EXCEE□□ THAT O□ THE □□ECI□IE□ LIMEROC□ BA□E□

C□ □□B□RA□E□□TABILI□E TO A MIN□LBR O□ □□, COM□ACT TO A MINIM□M □EN□IT□ O□ □□□ O□ THE MO□I□IE□ □ROCTOR □R□ □EN□IT□ (AA□THO T□1□□□CONTRACTOR MA□ □□B□TIT□TE LIMEROC□ SUBGRADE (MIN. LBR OF 100) OR CONTROLLED LOW STRENGTH MATERIAL ("FLOWABLE FILL"), F'C (28 □A□□□ 1□□1□□ □□I AT NO A□□ITIONAL CO□T, □RO□I□E□ THE □TR□CT□RAL N□MBER E□□AL□ OR EXCEE□□ THAT O□ THE □□ECI□IE□ □□B□RA□E□

3□ □I□EWAL□□ ARE TO BE CON□TR□CTE□ IN THE AREA□ A□ □HOWN ON THE CON□TR□CTION □LAN□□THE □I□EWAL□ □HALL BE CON□TR□CTE□ O□ □" O□ CONCRETE WITH A □□□□A□ COM□RE□□ION □TREN□TH O□ 3□□□ □□I□JOINT□ □HALL BE EITHER TOOLE□ OR □AW C□T AT A □I□TANCE O□ 1□□HAN□ICA□□E□ RAM□□ □HALL BE □RO□I□E□ AT ALL INTER□ECTION□ AN□ □HALL BE IN ACCOR□ANCE WITH THE □LORI□A ACCE□□IBILIT□ CO□E □OR B□IL□IN□ CON□TR□CTION, LATE□T E□ITION□

□□ C□RBIN□ □HALL BE CON□TR□CTE□ WHERE NOTE□ ON THE CON□TR□CTION □LAN□□CONCRETE □OR C□RB□ □HALL BE □□OT CLA□□ "1" CONCRETE WITH A □□□□A□ COM□RE□□ION □TREN□TH O□ 3□□□ □□I□ALL C□RB□ □HALL HA□E □AW C□T CONTRACTION JOINT□ AN□ □HALL BE CON□TR□CTE□ AT INTER□AL□ NOT TO EXCEE□ 1□□□" ON CENTER□CON□TR□CTION O□ C□RB□ □HALL BE IN CON□ORMANCE WITH □□OT □TAN□AR□ □□ECI□ICATION□ □OR ROA□ AN□ BRI□□E CON□TR□CTION (LATE□T E□ITION□□ECTION □□□ AN□ □ETAIL□ □RO□I□E□ ON THE CON□TR□CTION □LAN□□

□□ □IEL□ COM□ACTION □EN□IT□, □TABILIT□, AN□ THIC□NE□□ TE□TIN□ □RE□□ENCIE□ O□ □□B□BA□E, BA□E, AN□ A□□HALT □HALL BE TE□TE□ ONCE E□ER□ 3□□ LINEAR □EET O□ □A□IN□ □ER □□□□T WI□E □TRI□, □TA□□ERE□ LE□T, CENTER AN□ RI□HT O□ CENTERLINE□WHERE LE□□ THAN 3□□ LINEAR □EET O□ □□B□BA□E, BA□E, AN□ A□□HALT I□ □LACE□ IN ONE □A□, □RO□I□E MIN□O□ ONE TE□T □OR EACH □ER □A□□□ CON□TR□CTION AT A LOCATION □E□I□NATE□ B□ THE EN□INEER□ A□□HALT EXTRACTION □RA□ATION □HALL BE TE□TE□ □ROM □RAB □AM□LE□ COLLECTE□ ONCE E□ER□ 1□□□ □□ □ARE □AR□□ O□ A□□HALT □ELI□ERE□ TO THE □ITE □OR A MINIM□M O□ ONCE □ER □A□□□

<u>PAVING TIMING REQUIREMENTS</u>

1□ IN□TALL □□B□RA□E AN□ BA□E CO□R□E MATERIAL□ WITHIN □□HO□R□ O□ THE REMO□AL□O□EN C□TTIN□ O□ EXI□TIN□ □A□EMENT CON□I□TIN□ O□ □TREET□, □RI□EWA□□, OR □I□EWAL□□IN□TALL □INAL □□R□ACE CO□R□E□ WITHIN 1□ □A□□ A□TER REMO□AL O□ EXI□TIN□ □A□EMENT□

□□ AREA□ TO RECEI□E A□□HALT □HALL RECEI□E ERO□ION CONTROL MEA□□RE□ NO LATER THAN □□HO□R□ A□TER ACCE□TANCE O□ BA□E CO□R□E□TEM□ORAR□ ERO□ION CONTROL CON□I□T□ O□ □LACEMENT O□ A BIT□MINO□□ □RIME COAT AN□ □AN□IN□ THE □□R□ACE□ □ERMANENT ERO□ION CONTROL CON□I□T□ O□ □LACEMENT O□ THE □TR□CT□RAL CO□R□E□

3□ AREA□ TO RECEI□E CONCRETE □A□IN□ □HALL BE EITHER □ROTECTE□ WITH A LA□ER O□ □□OT COAR□E A□□RE□ATE MATERIAL OR □HALL BE □A□E□ WITHIN □□HO□R□ O□ ACCE□TANCE O□ THE □□B□RA□E□

<u>SIGNS AND PAVEMENT MARKINGS</u>

1□ ALL SIGNS AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND THE LATEST IMPLEMENTED EDITION OF FDOT ROADWAY AND TRAFFIC □E□I□N □TAN□AR□□□ □TAN□AR□ IN□EX NO□11□□□, 11□□□, 11□□□, 11□□3, 11□□□, 11□□□, 1□3□□, 1□3□□, 1□3□□, 1□3□□, AN□ 1□3□□ A□□L□□ □ENERALL□, ALL MAR□IN□□ □HALL CON□ORM TO THE □OLLOWIN□□□" E□□E LINE□, □" LANE LINE□, □" □IN□LE CENTERLINE□, AN□ □" □O□BLE LINE □ATTERN□, □NLE□□ OTHERWI□E NOTE□ ON THE □LAN□□

□□ ALL □A□EMENT MAR□IN□□ □HALL BE THERMO□LA□TIC WITH RAI□E□ □A□EMENT MAR□ER□ (T□□E □11 □□" X □"□□RAI□E□ □A□EMENT MAR□ER□ ARE TO BE IN□TALLE□ IN ACCOR□ANCE WITH THE□E □LAN□ AN□ □□OT IN□EX NO□1□3□□□

3□ □AR□IN□ □TALL □A□EMENT MAR□IN□□ □HALL BE □AINTE□□ □AINT □HALL MEET THE RE□□IREMENT□ O□ □□OT □□ECI□ICATION □ECTION □□1, NON□RE□LECTI□E WHITE TRA□□IC □AINT□

□□ ALL ROA□WA□ TRA□□IC □I□N□ □HALL BE MAN□□ACT□RE□ □□IN□ HI□H INTEN□IT□ RETRORE□LECTI□E MATERIAL□□THE BAC□ O□ ALL □INI□HE□ □ANEL□ □HALL BE □TENCILE□ WITH THE □ATE O□ □ABRICATION, THE □ABRICATOR□□ INITIAL□, AN□ THE NAME O□ THE □HEETIN□ IN THREE□INCH LETTER□□

□□ INTERNAL □ITE TRA□□IC □I□N□ ARE NOT RE□□IRE□ TO BE RETRORE□LECTI□E□

□□ THE CONTRACTOR □HALL □ERI□□ THE RE□□IRE□ LEN□TH O□ THE □I□N COL□MN □□□□ORT□ IN THE □IEL□ □RIOR TO □ABRICATION□

□□ ALL □A□EMENT MAR□IN□□ RE□□IRE LA□O□T A□□RO□AL IN THE □IEL□ B□ THE EN□INEER □RIOR TO IN□TALLATION□

□□ □RIOR TO □INAL □A□EMENT MAR□IN□ IN□TALLATION, A TWO WEE□ C□RE TIME O□ THE A□□HALT I□ RE□□IRE□□

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1			
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Designed by:	CDP
Drawn by:	CDP
Checked by:	JTP
Approved by:	SML
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Date:	Mar. 2016
Job No.:	M29880

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Plans Prepared By:
CPH, Inc.

500 West Fulton St.
Sanford, Fl. 32771
Ph: 407.322.6841
Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
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GENERAL NOTES

McDonald's
FOREST HILL & CONGRESS
PALM SPRINGS / FLORIDA

McDONALD'S PROJECT CODE: 009-2599

Sheet No.
C-2A

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GENERAL PROVISIONS

1□ THE CONTRACTOR □HALL OBTAIN □ROM THE OWNER CO□IE□ O□ ALL A□AILABLE RE□□LATOR□ A□ENC□ □ERMIT□ AN□ LOCAL A□ENC□ □ERMIT□□

□□ ALL CON□TR□CTION □ROJECT□ 1 OR MORE ACRE□ IN □I□E THAT □I□CHAR□E TO O□□□ITE AREA□ ARE RE□□IRE□ TO COM□L□ WITH THE RE□□IREMENT□ O□ THE NATIONAL □OLL□TANT □I□CHAR□E ELIMINATION □□□TEM (N□□E□□□ENERAL □ERMIT □OR □TORMWATER □I□CHAR□E □ROM □MALL AN□ LAR□E CON□TR□CTION ACTI□ITIE□□IN OR□ER TO MEET N□□E□ RE□□IREMENT□, THE CONTRACTOR I□ RE□□ON□IBLE □OR IM□LEMENTIN□, IN□□ECTIN□, MAINTAININ□, AN□ RE□ORTIN□ ON ALL ELEMENT□ O□ THE □W□□□, COM□LETIN□ AN□ □□BMITTIN□ THE RE□□IRE□ NOTICE O□ INTENT (NOI□AN□ NOTICE O□ TERMINATION (NOT□□ORM□ A□ THE O□ERATOR, AN□ □A□IN□ ALL A□□OCIATE□ □EE□□ □OR □ROJECT□ LE□□ THAN 1 ACRE IN □I□E THAT ARE NOT RE□□IRE□ TO COM□L□ WITH THE N□□E□ □ENERAL □ERMIT, THE CONTRACTOR I□ □TILL RE□□ON□IBLE □OR IM□LEMENTIN□ AN□ MAINTAININ□ ERO□ION AN□ □E□IMENT CONTROL MEA□□RE□ □RIOR TO AN□ □□RIN□ CON□TR□CTION IN ACCOR□ANCE WITH THE □RAWIN□□ AN□ □□ECI□ICATION□□

3□ □NLE□□ OTHERWI□E NOTE□ ON THE □LAN□, THE CONTRACTOR □HALL □□E THE □EOMETR□ □RO□I□E□ ON THE CON□TR□CTION □LAN□□BENCHMAR□ IN□ORMATION □HALL BE □RO□I□E□ TO THE CONTRACTOR B□ THE OWNER OR OWNER□□ □□R□E□OR□AN□ □I□CRE□ANCIE□ BETWEEN □IEL□ MEA□□REMENT□ AN□ CON□TR□CTION □LAN IN□ORMATION □HALL BE BRO□□HT TO THE ATTENTION O□ THE EN□INEER IMME□IATEL□□

□□ BA□E □□R□E□ IN□ORMATION INCL□□IN□ B□T NOT LIMITE□ TO ELE□ATION□, EA□EMENT□, RI□HT□ O□ WA□, AN□ OTHER TO□O□RA□HIC IN□ORMATION HA□ BEEN □RE□ARE□ B□ OTHER □RO□E□□IONAL□□C□H, INC□A□□□ME□ NO RE□□ON□IBILIT□ □OR THE ACC□RAC□ O□ THI□ IN□ORMATION□

□□ THI□ □ET O□ □LAN□ MA□ CONTAIN □RAWIN□□ □RE□ARE□ B□ OTHER □RO□E□□IONAL□, WHICH CONTAIN THE NAME, A□□RE□□, AN□ LO□O O□ THE □RO□E□□IONAL□C□H, INC□I□ NOT RE□□ON□IBLE □OR □RAWIN□□ □RE□ARE□ B□ OTHER □RO□E□□IONAL□□

□□ THE CONTRACTOR □HALL □□BMIT □□CO□IE□ O□ □HO□ □RAWIN□□ TO THE EN□INEER □OR A□□RO□AL □RIOR TO OR□ERIN□ THE MATERIAL□ RE□□IRE□ □OR CON□TR□CTION□□RIOR TO □□BMI□□ION, THE CONTRACTOR □HALL THORO□□HL□ CHEC□ □HO□ □RAWIN□□, □RO□□CT □ATA, AN□ □AM□LE□ □OR COM□LETENE□□ AN□ □OR COM□LIANCE WITH THE CON□TR□CTION □LAN□ AN□ □HALL □ERI□□ ALL □IMEN□ION□ AN□ □IEL□ CON□ITION□ AN□ □HALL COOR□INATE THE □HO□ □RAWIN□□ WITH THE RE□□IREMENT□ □OR OTHER RELATE□ WOR□□THE CONTRACTOR□□ RE□□ON□IBILIT□ □OR ERROR□ AN□ OMI□□ION□ IN □□BMITTAL□ I□ NOT RELIE□E□ B□ THE EN□INEER□□ RE□IEW O□ □□BMITTAL□□THE CONTRACTOR □HALL NOTI□□ THE EN□INEER, IN WRITIN□ AT THE TIME O□ □□BMI□□ION, O□ □E□IATION□ IN □□BMITTAL□ □ROM THE RE□□IREMENT□ O□ THE CONTRACT □OC□MENT□□

□□ □ROTECT BENCHMAR□□, □RO□ERT□ CORNER□, AN□ OTHER □□R□E□ MON□MENT□ □ROM □AMA□E OR □I□□LACEMENT□I□ MAR□ER NEE□□ TO BE REMO□E□ IT □HALL BE RE□ERENCE□ B□ LICEN□E□ LAN□ □□R□E□OR AN□ RE□LACE□, A□ NECE□□AR□, B□ □AME□

□□ THE CONTRACTOR I□ RE□□ON□IBLE □OR ALL □□ALIT□ CONTROL TE□TIN□□A□ A MINIM□M, TE□TIN□ □HALL INCL□□E A□ □I□IN□ AN□ □TR□CT□RAL EXCA□ATION, BE□□IN□ AN□ BAC□□ILL MATERIAL□ AN□ □EN□IT□ TE□T□□B□□ETERMINATION O□ COM□ACTI□E E□□ORT NEE□E□ □OR COM□LIANCE WITH THE □EN□IT□ RE□□IREMENT□□C□□ORTLAN□ CEMENT CONCRETE AN□ A□□HALT □A□IN□ □□ALIT□ CONTROL TE□TIN□ INCL□□IN□ □E□I□N MIX RE□IEW, MATERIAL□, □IEL□ □L□M□ AN□ AIR CONTENT, AN□ □IEL□ AN□ LAB C□RE□ □TREN□TH □AM□LE□ AN□ TE□TIN□□

□□ IN A□□ITION TO □□ALIT□ CONTROL TE□TIN□, THE CONTRACTOR □HALL BE RE□□ON□IBLE □OR RE□□IRE□ TE□TIN□ OR A□□RO□AL□ □OR AN□ WOR□ □OR AN□ □ART THEREO□□I□ LAW□ OR RE□□LATION□ O□ AN□ □□BLIC BO□□ HA□IN□ J□RI□□ICTION □□ECI□ICALL□ RE□□IRE TE□TIN□, IN□□ECTION□ OR A□□RO□AL□THE CONTRACTOR □HALL □A□ ALL CO□T□ IN CONNECTION THEREWITH AN□ □HALL □□RNI□H THE OWNER AN□ EN□INEER THE RE□□IRE□ CERTI□ICATE□ O□ IN□□ECTION, TE□TIN□ OR A□□RO□AL□

1□□ AN□ □E□I□N OR TE□TIN□ LABORATOR□ □TILI□E□ B□ THE CONTRACTOR □HALL BE AN IN□E□EN□ENT LABORATOR□ ACCE□TABLE TO THE OWNER AN□ THE EN□INEER, A□□RO□E□ IN WRITIN□, AN□ COM□L□IN□ WITH THE LATE□T E□ITION O□ THE "RECOMMEN□E□ RE□□IREMENT□ □OR IN□E□EN□ENT LABORATOR□ □□ALI□ICATION", □□BLI□HE□ B□ THE AMERICAN CO□NCIL O□ IN□E□EN□ENT LABORATORIE□□

11□ TE□TIN□ RE□□LT□ □HALL BE □RO□I□E□ TO THE OWNER□O□ERATOR AN□ THE EN□INEER□ALL TE□T RE□□LT□ □HALL BE □RO□I□E□ □□A□□IN□ AN□ □AILIN□□ON A RE□□LAR AN□ IMME□IATE BA□I□□

1□□ THE ENTIRE □ROJECT □ITE □HALL BE THORO□□HL□ CLEANE□ AT THE COM□LETION O□ THE WOR□□ CLEAN ALL IN□TALLE□ □I□ELINE□, □TR□CT□RE□, □I□EWAL□□, □A□E□ AREA□, ACC□M□LATE□ □ILT IN □ON□□, □L□□ ALL A□JACENT AREA□ A□□ECTE□ B□ CON□TR□CTION, A□ □IRECTE□ B□ THE OWNER OR J□RI□□ICTIONAL A□ENC□□E□□I□MENT TO CLEAN THE□E □□R□ACE□ □HALL BE □□BJECT TO A□□RO□AL B□ THE OWNER□

UTILITY GENERAL NOTES

1□ THE □TILIT□ □ATA □HOWN ON THE□E □LAN□ WA□ LOCATE□ B□ THE RE□□ECTI□E □TILIT□, OR I□ BA□E□ ON □TILIT□ □RAWIN□□, MA□□, OR □IEL□ RECONNAI□□ANCE□

□□ THE LOCATION, MATERIAL T□□E, AN□ □I□E O□ ALL EXI□TIN□ □TILITIE□ □HOWN ON THE □LAN□ HA□E BEEN □ETERMINE□ □ROM THE BE□T IN□ORMATION A□AILABLE AN□ ARE □I□EN □OR THE CON□ENIENCE O□ THE CONTRACTOR□THE EN□INEER A□□□ME□ NO RE□□ON□IBILIT□ □OR THEIR ACC□RAC□□□RIOR TO THE □TART O□ AN□ CON□TR□CTION ACTI□IT□, IT □HALL BE THE CONTRACTOR□□ RE□□ON□IBILIT□ TO NOTI□□ THE □ARIO□□ □TILITIE□ AN□ TO MA□E THE NECE□□AR□ ARRAN□EMENT□ □OR AN□ RELOCATION□ O□ THE□E □TILITIE□ WITH THE OWNER O□ THE □TILIT□□THE CONTRACTOR □HALL EXERCI□E CA□TION WHEN CRO□□IN□ AN □N□ER□RO□N□ □TILIT□, WHETHER □HOWN ON THE □LAN□ OR LOCATE□ B□ THE □TILIT□ COM□AN□□AN□ □TILITIE□, WHETHER □HOWN ON THE□E □LAN□ OR NOT, THAT INTER□ERE WITH THE □RO□O□E□ CON□TR□CTION □HALL BE CLO□EL□ COOR□INATE□ WITH THE EN□INEER AN□ THE RE□□ECTI□E □TILIT□ COM□AN□ □OR RELOCATION OR □RO□ER IN□TR□CTION□

3□ A □IN□LE □OINT □TILIT□ I□ENTI□ICATION □ER□ICE HA□ BEEN □ET □□ □OR EXI□TIN□ □TILITIE□□THE CONTRACTOR IS TO CONTACT THE SUNSHINE STATE ONE CALL CENTER BY DIALING “811” AT LEAST TWO □□AN□ NO MORE THAN □I□E □□WOR□IN□ □A□□ □RIOR TO THE □□ECI□IC CON□TR□CTION ACTI□IT□ □OR □IEL□ LOCATION□NOTE THAT NOT ALL □TILITIE□ □ARTICI□ATE IN THI□ □RO□RAM□THE CONTRACTOR □HO□L□ CONTACT ALL NON□ARTICI□ATIN□ □TILITIE□ □E□ARATEL□ □OR □IEL□ LOCATION O□ THEIR □ACILITIE□ AT LEA□T TWO □□WOR□IN□ □A□□ □RIOR TO CON□TR□CTION□□ER □LORI□A □TAT□TE □□3□□1, THE CONTRACTOR OR EXCA□ATOR I□ RE□□IRE□ TO NOTI□□ THE □A□ COM□AN□ TWO □□WOR□IN□ □A□□ □RIOR TO □TARTIN□ EXCA□ATION□

□□ □EE CO□ER □HEET □OR □TILITIE□ THAT HA□E □RE□IO□□L□ IN□ICATE□ THAT THE□ MA□ HA□E □ACILITIE□ IN THE □ICINIT□ O□ THE CON□TR□CTION AREA□

□□ THE CONTRACTOR □HALL □EE□ LOCATE TIC□ET□ □□ TO □ATE AT ALL TIME□□

□□ THE CONTRACTOR I□ RE□□ON□IBLE □OR ALL COOR□INATION WITH EACH □TILIT□ AN□ ALL CO□T□ A□□OCIATE□ WITH THE □ROTECTION O□ EXI□TIN□ □ACILITIE□ □□RIN□ CON□TR□CTION□THE CONTRACTOR □HALL AL□O COOR□INATE NECE□□AR□ RELOCATION□ OR OTHER CON□TR□CTION RELATE□ MATTER□ WITH EACH □TILIT□□

□□ IT □HALL BE THE CONTRACTOR□□ RE□□ON□IBILIT□ TO MAINTAIN IN □ER□ICE ALL EXI□TIN□ □I□IN□ ENCO□NTERE□ □□RIN□ CON□TR□CTION □NLE□□ OTHERWI□E IN□ICATE□ IN THE □RAWIN□□□AN□ □I□IN□ WHICH CAN BE REMO□E□ □□RIN□ CON□TR□CTION WITHO□T □N□□E INTERR□□TION O□ □ER□ICE MA□ BE REMO□E□ AN□ RE□LACE□ B□ THE CONTRACTOR WITH THE □ERMI□□ION O□ THE OWNER AN□ THE EN□INEER□

□□ THE CONTRACTOR □HALL □IEL□ LOCATE ALL WATER AN□ □EWER □ER□ICE□ AN□ LATERAL□ WITHIN THE □RO□O□E□ CON□TR□CTION AREA □RIOR TO CON□TR□CTION AN□ A□J□□T THE □RO□O□E□ CON□TR□CTION A□ NEE□E□ TO ACCOMMO□ATE THE□E EXI□TIN□ LINE□□

□□ T□□ICAL □ETAIL□ AN□ □RO□O□E□ CON□TR□CTION A□ □HOWN ILL□□TRATE THE EN□INEER□□ INTENT AN□ ARE NOT □RE□ENTE□ A□ A □OL□TION TO ALL CON□TR□CTION □ROBLEM□ ENCO□NTERE□ IN THE □IEL□□ THE CONTRACTOR MA□ ALTER THE □RO□O□E□ CON□TR□CTION TO □□IT □IEL□ CON□ITION□, □RO□I□E□ IT COM□LIE□ WITH THE □ROJECT □□ECI□ICATION□ AN□ A□□RO□AL I□ RECEI□E□ □ROM THE EN□INEER□ WHERE □□CH □RO□O□E□ RE□I□ION□ □E□IATE □ROM THE □□E□ CON□TR□CTION □ERMIT, THEN □□CH RE□I□ION□ WILL AL□O RE□□IRE A□□RO□AL □ROM □□E□□

1□□ □OR EACH RE□□ECTI□E □I□ELINE CON□TR□CTION RE□□IRE□, THE CONTRACTOR □HALL □IEL□ □ERI□□ THE LOCATION, □E□TH, □I□E, MATERIAL T□□E, AN□ ALI□NMENT O□ ALL EXI□TIN□ □I□E□, CABLE□, ETC□TO BE CRO□□E□ OR CONNECTE□ TO□I□ THE CONTRACTOR □EEM□ NECE□□AR□ (A□A CHAN□E IN ALI□NMENT OR □E□TH, OR THE NEE□ □OR A□□ITIONAL □ITTIN□□, BEN□□, OR CO□□LIN□□, WHICH RE□RE□ENT A □E□ART□RE □ROM THE CONTRACT □RAWIN□, OR (B□A NEE□ □OR RELOCATION O□ EXI□TIN□ □TILITIE□, THEN □ETAIL□ O□ □□CH □E□ART□RE□, RELOCATION□, OR A□□ITIONAL □ITTIN□□, INCL□□IN□ CHAN□E□ IN RELATE□ □ORTION□ O□ THE □ROJECT AN□ THE REA□ON□ THERE□ORE, □HALL BE □□BMITTE□ WITH □HO□ □RAWIN□□□A□□RO□E□ □E□ART□RE□ □OR THE CONTRACTOR□□ CON□ENIENCE □HALL BE MA□E AT NO A□□ITIONAL CO□T TO THE OWNER□

11□ THE CONTRACTOR □HALL □RO□I□E AT HI□ OWN EX□EN□E ALL NECE□□AR□ TE□T □□M□IN□ E□□I□MENT, WATER, WATER METER□, □RE□□□RE □A□□E□, AN□ OTHER E□□I□MENT, MATERIAL AN□ □ACILITIE□ RE□□IRE□ □OR ALL H□□RO□TATIC, LEA□A□E, AN□ □RE□□□RE TE□TIN□□THE CONTRACTOR □HALL CONTACT THE EN□INEER AN□ THE OWNER IN WRITTEN □ORM, □ORT□EI□HT □□□HO□R□ IN A□□ANCE O□ □RO□O□E□ TE□TIN□□THE CONTRACTOR □HALL □ER□ORM □ATI□□ACTOR□ □RETE□TIN□ □RIOR TO NOTI□ICATION□

AS-BUILT DRAWING REQUIREMENTS

1□ A□□B□ILT □RAWIN□□ □HALL BE □RO□I□E□ B□ THE CONTRACTOR TO THE EN□INEER AT LEA□T THREE WEE□□ □RIOR TO □INAL IN□□ECTION□ALL A□□B□ILT □ATA □HALL BE □RO□I□E□ B□ A □LORI□A LICEN□E□ □□R□E□OR, □I□NE□, □EALE□ AN□ □ATE□ B□ THE RE□□ON□IBLE □ART□□

□□ ALL RECOR□ □RAWIN□□ □HALL BE □RE□ARE□ B□ THE CONTRACTOR IN ACA□ □ORMAT □□IN□ CON□TR□CTION □LAN □HEET□ □RO□I□E□ B□ THE EN□INEER□A□□B□ILT IN□ORMATION □HALL BE □IEL□ □ERI□IE□, MEA□□RE□, A□□E□ TO THE ACA□ □ILE□ O□ THE CON□TR□CTION □LAN □HEET□ □RO□I□E□ B□ THE EN□INEER, AN□ CERTI□IE□, □I□NE□ AN□ □EALE□ B□ THE CONTRACTOR□□ LICEN□E□ □□R□E□OR WHO WILL BE RE□□ON□IBLE □OR THE ACC□RAC□ O□ ALL □IMEN□ION□ AN□ ELE□ATION□□

3□ THE X, □ AN□ □□LOCATION BA□E□ ON THE COOR□INATE □□□TEM □LORI□A EA□T □ONE □TATE □LANE COOR□INATE □EET NA□ □3, O□ ALL □AL□E□ (CENTER O□ □I□E□, MANHOLE□, INLET□, □AL□E BOXE□ □□RA□E□, H□□RANT□ □□RA□E□, BLOW O□□□ □□RA□E□, □AM□LE □OINT□ □□RA□E□AN□ METER BOXE□ □□RA□E□ETC□□HALL BE CLEARL□ □HOWN□ACCE□TABLE □O□ITION ACC□RAC□ □HALL BE □□B□METER OR BETTER □OR COM□ATIBILIT□ WITH □LOBAL □O□ITIONIN□ □□□TEM □□□□□E□□I□MENT□THE □ERTICAL □AT□M □□E□ □HALL BE NA□□ □□ □NLE□□ OTHERWI□E □HOWN ON THE CON□TR□CTION □LAN□□

□□ THE A□□B□ILT IN□ORMATION I□ TO INCL□□E, B□T NOT BE LIMITE□ TO, THE □OLLOWIN□□

A□ HORI□ONTAL LOCATION□ AN□ □ERTICAL ELE□ATION□ □OR ALL □TILIT□ AN□ □TORM □TR□CT□RE□ INCL□□IN□ B□T NOT LIMITE□ TO MANHOLE□, INLET□ AN□ CLEANO□T□, INCL□□IN□ □TR□CT□RE TO□ AN□ IN□ERT ELE□ATION□□

B□ □I□TANCE ALON□ □I□ELINE□ BETWEEN □TR□CT□RE□□

C□ □TORMWATER □ON□ TO□ O□ BERM AN□ □ON□ BOTTOM ELE□ATION□ AN□ HORI□ONTAL □IMEN□ION□ MEA□□RE□ AT A MINIM□M O□ TEN LOCATION□ □ER □ON□, AT LOCATION□ □E□I□NATE□ B□ THE EN□INEER□TO□ O□ □ON□ HORI□ONTAL □IMEN□ION□ ARE AL□O TO BE TIE□ TO □RO□ERT□ CORNER□, EA□EMENT□, AN□ RI□HT□□O□□WA□□

□□ □TORMWATER CONTROL □TR□CT□RE □IMEN□ION□ AN□ ELE□ATION□, INCL□□IN□ ALL WEIR□, □LOT□, ORI□ICE□, □RATE□, AN□ □□IMMER□□

E□ □TORMWATER CON□E□ANCE □□□TEM□ INCL□□IN□ □IMEN□ION□, ELE□ATION□, CONTO□R□, AN□ CRO□□ □ECTION□□

□□ HORI□ONTAL LOCATION□ AN□ □ERTICAL ELE□ATION□ O□ ALL □TILIT□ □AL□E□, □ITTIN□□, CONNECTION □OINT□, ETC□

□□ □ERTICAL ELE□ATION□ O□ ALL □I□ELINE□ AT CRO□□IN□□ O□ □OTABLE WATER MAIN□ (WHETHER THE WATER MAIN I□ EXI□TIN□ OR NEW□IN OR□ER TO □OC□MENT THAT THE MINIM□M RE□□IRE□ □ERTICAL □E□ARATION HA□ BEEN MET□

H□ □TILIT□ □I□ELINE TIE□ HORI□ONTALL□ TO E□□E O□ □A□EMENT AN□ RI□HT□O□□WA□ LINE□, LOCATE□ E□ER□ □□□□T □L□□ ALL CHAN□E□ IN HORI□ONTAL O□□□ET□

I□ □A□EMENT WI□TH AN□ ELE□ATION□ AT THE CENTERLINE AN□ E□□E O□ □A□EMENT E□ER□ □□□ □EET □L□□ AT ALL CHAN□E□ IN LON□IT□□INAL □LO□E, CRO□□ □LO□E, INLET LOCATION□, AN□ AT ALL □RI□EWA□ AN□ □TREET INTER□ECTION□□ □OR □AR□IN□ LOT□, RECOR□ CENTERLINE AN□ E□□E O□ □A□EMENT ELE□ATION□ ALON□ ALL □RI□E AI□LE□ AN□ I□LAN□□□

J□ ALL □AR□IN□ AREA□ AN□ □I□EWAL□ RAM□□ □E□I□NATE□ □OR HAN□ICA□ ACCE□□ □HALL CONTAIN HORI□ONTAL AN□ □ERTICAL MEA□□REMENT□ IN OR□ER TO □ERI□□ RE□□IRE□ WI□TH□ AN□ □LO□E□ HA□E BEEN MET□

□□ HORI□ONTAL AN□ □ERTICAL □ATA □OR AN□ CON□TR□CTION THAT □E□IATE□ □ROM THE A□□RO□E□ EN□INEERIN□ □RAWIN□□□

L□ WHERE THE □LAN□ CONTAIN □□ECI□IC HORI□ONTAL LOCATION □ATA, □□CH A□ □TATION AN□ O□□□ET, THE A□□B□ILT □RAWIN□□ ARE TO RE□LECT THE ACT□AL HORI□ONTAL LOCATION□

M□ WHERE THE □LAN□ CONTAIN □□ECI□IC □ERTICAL ELE□ATION □ATA, THE A□□B□ILT □RAWIN□□ ARE TO RE□LECT THE ACT□AL MEA□□RE□ □ERTICAL ELE□ATION□

□□ RECOR□ □RAWIN□□ ARE TO BE □RE□ARE□ B□ THE CONTRACTOR, CERTI□IE□ B□ THE CONTRACTOR□□ LICEN□E□ □□R□E□OR, AN□ □ELI□ERE□ TO THE EN□INEER □OR RE□IEW□THE EN□INEER WILL RE□IEW THE □RAWIN□□ □OR COM□LETENE□□ IN ACCOR□ANCE WITH THE RE□□IREMENT□ O□ THE□E NOTE□ WITHIN □E□EN □□□□□LL WOR□IN□ □A□□□ □OR □RELIMINAR□ RE□IEW, □□BMITTAL IN ACA□ AN□ □□□ □ORMAT I□ □□□□ICIENT AN□ □I□NE□ AN□ □EALE□ CO□IE□ ARE NOT NECE□□AR□□□INAL □□BMITTAL O□ COM□LETE RECOR□ □RAWIN□□ □HALL CON□I□T O□ ONE □ET □I□NE□ AN□ □EALE□ B□ THE CONTRACTOR□□ LICEN□E□ □□R□E□OR □L□□ ACA□ AN□ □□□ □ILE□ O□ THE RECOR□ □RAWIN□□ □ELI□ERE□ TO THE EN□INEER□I□ THE □RAWIN□□ ARE □O□N□ TO BE INCOM□LETE OR INACC□RATE, THE □RAWIN□□ WILL BE RET□RNE□ TO THE CONTRACTOR □OR CORRECTION□

□□ IN CA□E□ WHERE THE OWNER □ETERMINE□ □ARTIAL CLEARANCE□ □ROM □ERMITTIN□ A□ENCIE□ ARE BENE□ICIAL TO THE OWNER □OR COM□LETE□ □ORTION□ O□ THE □ROJECT, □RO□I□E □RELIMINAR□ RECOR□ □RAWIN□□ (ACA□ □ORMAT□TO THE EN□INEER □OR IT□ □□E IN □RE□ARIN□ THE □ARTIAL CLEARANCE A□□LICATION□ □OR THE OWNER□

□□ COM□LETE RECOR□ □RAWIN□□ THAT ARE □O□N□ TO BE □ATI□□ACTOR□ A□ A RE□□LT O□ THE EN□INEER□□ RE□IEW WILL BE □□E□ A□ THE BA□I□ □OR THE □INAL □ROJECT RECOR□ □RAWIN□□ □RE□ARE□ B□ THE EN□INEER □□IN□ THE CONTRACTOR □RO□I□E□ RECOR□ □RAWIN□□ □L□□ EN□INEER A□□E□ IN□ORMATION□

□□ COM□LETE □I□NE□ AN□ □EALE□ RECOR□ □RAWIN□□ ARE RE□□IRE□ TO BE □ELI□ERE□ TO THE OWNER □RIOR TO □INAL IN□□ECTION O□ THE □ROJECT□□INAL IN□□ECTION WILL ONL□ BE □CHE□□LE□ □□ON RECEI□T O□ □I□NE□ AN□ □EALE□ RECOR□ □RAWIN□□ THAT HA□E BEEN RE□IEWE□ B□ THE EN□INEER AN□ □ELI□ERE□ B□ THE EN□INEER TO THE OWNER□

TRAFFIC CONTROL

1□ THE CONTRACTOR I□ RE□□ON□IBLE □OR □RO□I□IN□ A MAINTENANCE O□ TRA□□IC (M□O□T□□LAN □RIOR TO CON□TR□CTION□THE M□O□T□□LAN □HALL □HOW ALL □RO□O□E□ TRA□□IC CONTROL □I□N□, □A□EMENT MAR□IN□□, AN□ BARRICA□E□, AN□ □HALL □ETAIL ALL □RO□O□E□ CON□TR□CTION □E□□ENCIN□□THE M□O□T□□LAN AN□ IN□TALLE□ TRA□□IC CONTROL MEA□□RE□ □HALL BE A□□RO□E□ B□ THE EN□INEER, OWNER, AN□ ROA□WA□ J□RI□□ICTIONAL A□ENC□ □RIOR TO CON□TR□CTION□IN □ENERAL, ROA□WA□ AN□ □RI□EWA□ LANE CLO□□RE□ ARE □ROHIBITE□ □□RIN□ CON□TR□CTION □NLE□□ □□ECI□ICALL□ □ETAILE□ ON THE□E □LAN□□IN THE E□ENT IT I□ □ETERMINE□ THAT ROA□WA□ AN□ □RI□EWA□ LANE CLO□□RE□ WILL BE ALLOWE□, THE CLO□□RE□ □HALL BE RE□TRICTE□ TO THE HO□R□ BETWEEN □□□ A□M□AN□ □□□ □M□□NLE□□ OTHERWI□E A□THORI□E□ IN THE A□□RO□E□ M□O□T□

□□ ALL TRA□□IC CONTROL MEA□□RE□ □HALL BE IN ACCOR□ANCE WITH □□OT IN□EX NO□□□□AN□ THE MAN□AL ON □NI□ORM TRA□□IC CONTROL □E□ICE□ (M□TC□□□ALL TRA□□IC CONTROL MEA□□RE□ □HALL BE IN□TALLE□ □RIOR TO CON□TR□CTION AN□ MAINTAINE□ □□RIN□ CON□TR□CTION□

3□ IN□□ECT TRA□□IC CONTROL □E□ICE□ ON A □AIL□ BA□I□ TO EN□□RE □LACEMENT O□ BARRICA□E□ AN□ □□NCTION O□ LI□HT□ I□ MAINTAINE□ THRO□□HO□T CON□TR□CTION□

□□ CONTACT □RO□ERT□ OWNER□ A□□ECTE□ B□ CON□TR□CTION□COOR□INATE TEM□ORAR□ □RI□EWA□ CLO□□RE□ AN□ □E□□ENCIN□□MAINTAIN ACCE□□ □OR ALL □RO□ERT□ OWNER□ □□RIN□ CON□TR□CTION□

□□ WET □N□TABILI□E□ AREA□ A□ NECE□□AR□ TO CONTROL □□□T□

□□ A□J□□T TRA□□IC CONTROL □E□ICE□ A□ RE□□IRE□ □N□ER EMER□ENC□ CON□ITION□□

□□ THE CONTRACTOR I□ EX□ECTE□ TO COOR□INATE IT□ ACTI□ITIE□ WITH OTHER CONTRACTOR□ WHO MA□ BE WOR□IN□ IN THE IMME□IATE □ICINIT□□

□□ WHEN WOR□ OCC□R□ WITHIN 1□□□T O□ ACTI□E ROA□ TRA□EL LANE□ B□T NO CLO□ER THAN □□□T □ROM THE E□□E O□ □A□EMENT, □I□NA□E AN□ WARNIN□ □E□ICE□ ARE TO BE IN□TALLE□ IN ACCOR□ANCE WITH □□OT IN□EX NO□□□□AN□ □□□□

□□ T□□E I OR T□□E II BARRICA□E□ AT □□□□T CENTER□ □HALL BE □LACE□ AN□ MAINTAINE□ ALON□ THE E□□E O□ THE ROA□ WHERE□ER □RO□□O□□□ OR OTHER HA□AR□□ EXI□T AN□ TO BLOC□ ENTRANCE INTO COM□LETE□ OR □ARTIALL□ COM□LETE□ □A□EMENT□ □NTIL □□CH □A□EMENT□ ARE O□EN TO □□BLIC □□E□

SITE PREPARATION

1□ □NLE□□ OTHERWI□E □IRECTE□ B□ THE OWNER OR EN□INEER, THE CONTRACTOR I□ EX□ECTE□ TO CONTAIN ALL CON□TR□CTION ACTI□ITIE□ WITHIN THE □RO□ERT□, RI□HT□O□□WA□, AN□ EA□EMENT□ A□ IN□ICATE□ ON THE □RAWIN□□□ AT NO TIME □HALL THE CONTRACTOR □I□T□RB □□RRO□N□IN□ □RO□ERTIE□ OR TRA□EL ON □□RRO□N□IN□ □RO□ERTIE□ WITHO□T WRITTEN CON□ENT □ROM THE □RO□ERT□ OWNER□AN□ RE□AIR OR RECON□TR□CTION O□ □AMA□E□ AREA□ IN □□RRO□N□IN□ □RO□ERTIE□ □HALL BE RE□AIRE□ B□ THE CONTRACTOR ON AN IMME□IATE BA□I□□ALL CO□T□ □OR RE□AIR□ □HALL BE THE RE□□ON□IBILIT□ O□ THE CONTRACTOR AN□ NO EXTRA COM□EN□ATION □HALL BE □RO□I□E□□

□□ □TA□E O□T THE CON□TR□CTION, E□TABLI□H LINE□ AN□ LE□EL□, TEM□ORAR□ BENCH MAR□□, BATTER BOAR□□, CENTERLINE□, BA□ELINE□, AN□ RE□ERENCE □OINT□ □OR THE WOR□, AN□ □ERI□□ ALL □IMEN□ION□ RELATIN□ TO INTERCONNECTION WITH EXI□TIN□ □EAT□RE□□RE□ORT AN□ INCON□I□TENCIE□ IN THE □RO□O□E□ □RA□E□, LINE□ AN□ LE□EL□, □IMEN□ION□ AN□ LOCATION□ TO THE EN□INEER BE□ORE COMMENCIN□ WOR□□

3□ □ROTECT ALL TREE□ AN□ □HR□B□ LOCATE□ O□T□I□E THE RI□HT□O□□WA□, EA□EMENT□, AN□ OWNER □EC□RE□ □RO□ERT□, □ARTIC□LARL□ THO□E TREE□ AN□ □HR□B□ LOCATE□ A□JACENT TO WOR□ AREA□□

□□ WITHIN THE RI□HT□O□□WA□, EA□EMENT□, AN□ OWNER □EC□RE□ □RO□ERT□, THE INTENT I□ TO ALLOW TREE□ AN□ □HR□B□ TO REMAIN IN ACCOR□ANCE WITH THE □OLLOWIN□ □CHE□□LE□NEW ROA□WA□ CON□TR□CTION □TREE□ AN□ □HR□B□ TO REMAIN WHERE LOCATE□ MORE THAN 1□ □EET □ROM THE BAC□ O□ C□RB, OR O□T□I□E THE LIMIT□ O□ EXCA□ATION OR □ILL AREA□, WHICHE□ER I□ □□RTHER□ □TILIT□ □I□ELINE CON□TR□CTION □TREE□ AN□ □HR□B□ TO REMAIN O□T□I□E A 1□ □OOT WI□E □ATH, CENTERE□ ON THE □I□ELINE□

□□ TREE□ TO REMAIN IN THE CON□TR□CTION AREA □HALL BE BOXE□, □ENCE□ OR OTHERWI□E □ROTECTE□ IN ACCOR□ANCE WITH □ETAIL□ ON THE □RAWIN□□□□O NOT □ERMIT HEA□□ E□□I□MENT OR □TOC□□ILE□ WITHIN BRANCH □□REA□

□□ AREA□ TO RECEI□E CLEARIN□ AN□ □R□BBIN□ □HALL INCL□□E ALL AREA□ TO BE OCC□□IE□ B□ THE □RO□O□E□ IM□RO□EMENT□, AREA□ □OR □ILL AN□ □ITE □RA□IN□, AN□ BORROW □ITE□□REMO□E TREE□ O□T□I□E O□ THE□E AREA□ ONL□ A□ IN□ICATE□ ON THE □RAWIN□□ OR A□ A□□RO□E□ IN WRITIN□ B□ THE EN□INEER□

□□ CLEARIN□ □HALL CON□I□T O□ REMO□IN□ TREE□ AN□ BR□□H AN□ □I□□O□AL O□ OTHER MATERIAL□ THAT ENCROACH □□ON OR OTHERWI□E OB□TR□CT THE WOR□□

□□ EXERCI□E EXTREME CARE □□RIN□ THE CLEARIN□ AN□ □R□BBIN□ O□ERATION□□ □O NOT □AMA□E EXI□TIN□ □TR□CT□RE□, □I□E□ OR □TILITIE□□

□□ □R□BBIN□ □HALL CON□I□T O□ REMO□IN□ AN□ □I□□O□IN□ O□ □T□M□□, ROOT□ LAR□ER THAN □" IN □IAMETER, AN□ MATTE□ ROOT□□REMO□E TO A □E□TH O□ NOT LE□□ THAN 1□" BELOW THE ORI□INAL □□R□ACE LE□EL O□ THE □RO□N□□

1□□ ALL COMB□□TIBLE □EBRI□ AN□ RE□□□E □ROM □ITE □RE□ARATION O□ERATION□ □HALL BE REMO□E□ TO LE□AL O□□□ITE □I□□O□AL AREA□□

DEWATERING

1□ □E□I□N AN□ □RO□I□E A □EWATERIN□ □□□TEM □□IN□ ACCE□TE□ AN□ □RO□E□□IONAL METHO□□ CON□I□TENT WITH C□RRENT IN□□□TR□ □RACTICE□□RO□I□E A □EWATERIN□ □□□TEM O□ □□□□ICIENT □I□E AN□ CA□ACIT□ TO CONTROL □RO□N□WATER IN A MANNER THAT □RE□ER□E□ □TREN□TH O□ □O□N□ATION □OIL□, □OE□ NOT CA□□E IN□TABILIT□ OR RA□ELIN□ O□ EXCA□ATION □LO□E□, AN□ □OE□ NOT RE□□LT IN □AMA□E TO EXI□TIN□ □TR□CT□RE□□WHERE NECE□□AR□ TO THE□E □□R□O□E□, LOWER WATER LE□EL IN A□□ANCE O□ EXCA□ATION, □TILI□IN□ WELL□, WELL□OINT□, OR □IMILAR □O□ITI□E METHO□□□MAINTAIN THE □RO□N□WATER LE□EL TO A MINIM□M O□ □ □EET BELOW EXCA□ATION□□ □RO□I□E □IE□OMETER□ I□ □IRECTE□ B□ THE EN□INEER TO □OC□MENT THE □RO□N□WATER LE□EL I□ BEIN□ MAINTAINE□□

□□ CONTROL, B□ ACCE□TABLE MEAN□, ALL WATER RE□AR□LE□□ O□ □O□RCE AN□ BE □□LL□ RE□□ON□IBLE □OR □I□□O□AL O□ THE WATER□NO A□□ITIONAL □A□MENT WILL BE MA□E □OR AN□ □□□□LEMENTAL MEA□□RE□ TO CONTROL □EE□A□E, □RO□N□WATER, OR ARTE□IAN HEA□□

3□ □EWATERIN□ □I□CHAR□E □ROM THE □ITE □HALL COM□L□ WITH ALL N□□E□ □ENERAL □ERMIT RE□□IREMENT□ AN□ □TATE WATER □□ALIT□ □TAN□AR□□□□RO□I□E ALL TE□TIN□ AN□ □ERMITTIN□ RE□□IRE□ AN□ COM□L□ WITH ALL TREATMENT OR □I□□O□AL METHO□□ RE□□IRE□ TO MEET ALL LOCAL, □TATE AN□ □E□ERAL RE□□IREMENT□□

□□ O□EN □□M□IN□ WITH □□M□□ AN□ □ITCHE□ □HALL BE ALLOWE□, □RO□I□E□ IT □OE□ NOT RE□□LT IN BOIL□, LO□□ O□ □INE□, □O□TENIN□ O□ THE □RO□N□, OR IN□TABILIT□ O□ □LO□E□□□□M□□ □HALL BE LOCATE□ O□T□I□E O□ LOA□ BEARIN□ AREA□ □O THE BEARIN□ □□R□ACE□ WILL NOT BE □I□T□RBE□□ WATER CONTAININ□ □ILT IN □□□□EN□ION □HALL NOT BE □□M□E□ INTO □EWER LINE□ OR A□JACENT □TREAM□□ □□RIN□ NORMAL □□M□IN□, AN□ □□ON □E□ELO□MENT O□ WELL□□, LE□EL□ O□ □INE □AN□ OR □ILT IN THE □I□CHAR□E WATER □HALL NOT EXCEE□ □ □□M□

□□ I□ □EWATERIN□ E□□I□MENT NEE□E□ EXCEE□□ AN□ O□ THE □OLLOWIN□□ 1□□" □□M□ □OL□TE□ □□ 1□□,□□□ □□□ TOTAL □□HO□R (1 □A□□□EWATERIN□, AN□□ 3□1,□□□,□□□ □□□ □□M□ CA□ACIT□, THE CONTRACTOR □HALL BE RE□□IRE□ TO □ERMIT THE □EWATERIN□ □□□TEM WITH THE WATER MANA□EMENT □I□TRICT□

□□ CONTIN□O□□L□ MAINTAIN EXCA□ATION□ IN A □R□ CON□ITION WITH □O□ITI□E □EWATERIN□ METHO□□ □□RIN□ □RE□ARATION O□ □□B□RA□E, IN□TALLATION O□ □I□E, AN□ CON□TR□CTION O□ □TR□CT□RE□ □NTIL THE CRITICAL □ERIO□ O□ CON□TR□CTION AN□□OR BAC□□ILL I□ COM□LETE□ TO □RE□ENT □AMA□E O□ □□B□RA□E □□□□ORT, □I□IN□, □TR□CT□RE, □I□E □LO□E□, OR A□JACENT □ACILITIE□ □ROM □LOTATION OR OTHER H□□RO□TATIC □RE□□□RE IMBALANCE□

□□ WHEN CON□TR□CTION I□ COM□LETE, REMO□E ALL □EWATERIN□ E□□I□MENT □ROM THE □ITE, INCL□□IN□ WELL□ AN□ RELATE□ TEM□ORAR□ ELECTRICAL □ER□ICE□

GRADING

1□ □RA□IN□ □HOWN ON THE□E □LAN□ I□ □RO□I□E□ TO THE CONTRACTOR TO EX□RE□□ THE □ENERAL □RA□IN□ INTENT O□ THE □ROJECT□THE CONTRACTOR □HALL BE EX□ECTE□ TO □RA□E THE ENTIRE □ITE TO □RO□I□E □O□ITI□E □RAINA□E IN ALL AREA□ THRO□□HO□T THE □ITE□□MOOTH TRAN□ITION□ □HALL BE □RO□I□E□ BETWEEN CONTO□R□ OR □□OT ELE□ATION□ A□ □HOWN ON THE □LAN□ TO ACCOM□LI□H THE □RA□IN□ INTENT□ALL □LO□E□ □HALL BE □TABILI□E□ IMME□IATEL□ A□TER □INAL □RA□IN□ HA□ BEEN COM□LETE□□CONTRACTOR □HALL NOTI□□ OWNER AN□ EN□INEER □RIOR TO □EMOBILI□ATION O□ □RA□IN□ E□□I□MENT TO □ETERMINE THAT THE □RA□IN□ INTENT HA□ BEEN ACHIE□E□□

□□ ALL □A□IN□ □□R□ACE□ IN INTER□ECTION□ AN□ A□JACENT □ECTION□ □HALL BE □RA□E□ TO □RAIN □O□ITI□EL□ AN□ TO □RO□I□E A □MOOTHL□ TRAN□ITIONE□ □RI□IN□ □□R□ACE □OR □EHICLE□ WITH NO □HAR□ BREA□□ IN □RA□E, AN□ NO □N□□□ALL□ □TEE□ OR RE□ER□E CRO□□ □LO□E□□ THE □TAN□AR□ CROWN MA□ HA□E TO BE CHAN□E□ IN OR□ER TO □RAIN □O□ITI□EL□ IN THE AREA O□ INTER□ECTION□□ IT I□ THE CONTRACTOR□□ RE□□ON□IBILIT□ TO ACCOM□LI□H THE ABO□E AN□ THE EN□INEER □HALL BE CON□□LTE□ □O THAT HE MA□ MA□E AN□ AN□ ALL RE□□IRE□ INTER□RETATION□ O□ THE □LAN□ OR □I□E □□□□LEMENTAR□ IN□TR□CTION□ TO ACCOM□LI□H THE INTENT O□ THE □LAN□□

3□ □NI□ORML□ □MOOTH □RA□E THE □ITE□ □E□RE□□ION□ □ROM □ETTLEMENT □HALL BE □ILLE□ AN□ COM□ACTE□□TO□□ O□ EMBAN□MENT□ AN□ BREA□□ IN □RA□E □HALL BE RO□N□E□□□INI□HE□ □□R□ACE□ □HALL BE REA□ONABL□ □MOOTH, COM□ACTE□, □REE □ROM IRRE□□LAR □□R□ACE CHAN□E□ AN□ COM□ARABLE TO THE □MOOTHNE□□ OBTAINE□ B□ BLA□E□□RA□ER O□ERATION□□

□□ SLOPE GRADES TO DRAIN AWAY FROM STRUCTURES AT A MINIMUM OF ¼-INCH PER FOOT FOR 10 FEET. □INI□HE□ □□R□ACE□ A□JACENT TO □A□E□ AREA□ AN□ WITHIN 1□ □EET O□ □TR□CT□RE□ □HALL BE WITHIN 1 INCH O□ THE □RO□O□E□ □RA□E□ALL OTHER AREA□ □HALL BE WITHIN 3 INCHE□ O□ THE □RO□O□E□ □RA□E□

□□ NEWL□ □RA□E□ AREA□ □HALL BE □ROTECTE□ □ROM TRA□□IC AN□ ERO□ION□ALL □ETTLEMENT OR WA□HIN□ AWA□ THAT MA□ OCC□R □ROM AN□ CA□□E □RIOR TO □EE□IN□ OR ACCE□TANCE □HALL BE RE□AIRE□ AN□ □RA□E□ RE□E□TABLI□HE□ TO THE RE□□IRE□ ELE□ATION□ AN□ □LO□E□ AT NO A□□ITIONAL CO□T TO THE OWNER□

EXCAVATION, TRENCHING, AND FILL

1□ THE CONTRACTOR □HALL RECO□NI□E AN□ ABI□E B□ ALL O□HA EXCA□ATION □A□ET□ □TAN□AR□□, INCL□□IN□ THE □LORI□A TRENCH □A□ET□ ACT □□□ □□3□□□□□3□□□□□AN□ MATERIAL, CON□TR□CTION METHO□□, OR MATERIAL CO□T TO COM□L□ WITH THE□E LAW□ □HALL BE INCI□ENTAL TO THE CONTRACT□

□□ RO□□H EXCA□ATE AN□ □RA□E AN□ □RO□O□E□ □TORMWATER □ON□□ AT THE □TART O□ □ITE □RA□IN□ ACTI□ITIE□□ □IRECT □ITE R□NO□□ TO THE □ON□□ TO MINIMI□E R□NO□□ TO O□□□ITE AREA□□

3□ □ON□ CON□TR□CTION □HALL RE□□LT IN THE □INI□HE□ □ON□ HA□IN□ □I□E □LO□E□ AN□ □IMEN□ION□ THAT ARE IN ACCOR□ANCE WITH THE CON□TR□CTION □RAWIN□□□IT I□ THE CONTRACTOR□□ □OLE RE□□ON□IBILIT□ TO EN□□RE THAT THE□E RE□□IREMENT□ HA□E BEEN MET□I□ THE CON□TR□CTE□ □I□E □LO□E□ ARE □TEE□ER THAN THE RE□□IRE□ □I□E □LO□E□, OR THE □ON□ □OL□ME I□ NOT WITHIN THREE (3□□ERCENT O□ THE □E□I□N □OL□ME, THE CONTRACTOR MA□ BE RE□□IRE□ TO MA□E CORRECTION□ TO THE □ON□ AT NO A□□ITIONAL CO□T TO THE OWNER□

□□ □IEL□ □EN□IT□ TE□TIN□ □RE□□ENCIE□□A□ONE TE□T □OR EACH 1□,□□□ □□□ARE □EET OR □RACTION THEREO□ □ER LI□T O□ □ENERAL BAC□□ILLIN□, MINIM□M □TE□T□ EACH LA□ER□B□ONE TE□T □OR EACH 1□□ □□□ARE □EET OR □RACTION THEREO□ O□ BAC□□ILL ARO□N□ AN□ □N□ER □TR□CT□RE□□C□ONE TE□T □OR EACH 3□□LINEAL □EET OR □RACTION THEREO□ □ER LI□T O□ □ENERAL BAC□□ILLIN□ IN THE □I□ELINE TRENCH□□□ONE TE□T □ER LI□T □ER EACH CHAN□E IN T□□E O□ □ILL□E□ONE TE□T □ER 1□□□ □□□ARE □EET O□ □A□EMENT □□B□RA□E, MINIM□M O□ □ TE□T□□

□□ IT I□ INTEN□E□ THAT □RE□IO□□L□ EXCA□ATE□ MATERIAL□ CON□ORMIN□ TO THE □OLLOWIN□ RE□□IREMENT□ BE □TILI□E□ WHERE□ER □O□□IBLE□

A□ ACCE□TABLE MATERIAL□□AA□HTO M1□□ CLA□□I□ICATION A□1, A□3, A□□□□, A□□□□□A□TM □□□□□ CLA□□I□ICATION □W, □□, □M, □M, □W, □□□□□NLE□□ OTHERWI□E □I□A□□RO□E□ WITHIN THE □OIL AN□ □□B□□R□ACE IN□E□TI□ATION RE□ORT□□NO MORE THAN 1□□ O□ ACCE□TABLE MATERIAL□ □HALL □A□□ THE N□MBER □□□ □IE□E□

B□ □NACCE□TABLE MATERIAL□□AA□HTO M1□□ CLA□□I□ICATION A□□□□, A□□□□, A□□, A□□, A□□, A□□, A□□□A□TM □□□□□CLA□□I□ICATION □C, □C, ML, MH, CL, CH, OL, OH, □T□□NLE□□ OTHERWI□E A□□RO□E□ WITHIN THE □OIL AN□ □□B□□R□ACE IN□E□TI□ATION RE□ORT□□

□□ □RO□I□E BARRIER□, WARNIN□ LI□HT□ AN□ OTHER □ROTECTI□E □E□ICE□ AT ALL EXCA□ATION□□

□□ □I□EWAL□□, ROA□□, □TREET□, AN□ □A□EMENT□ □HALL NOT BE BLOC□E□ OR OB□TR□CTE□ B□ EXCA□ATE□ MATERIAL□, EXCE□T A□ A□THORI□E□ B□ THE EN□INEER, IN WHICH CA□E A□E□□ATE TEM□ORAR□ □RO□I□ION□ M□□T BE MA□E □OR □ATI□□ACTOR□ TEM□ORAR□ □A□□A□E O□ □E□E□TRIAN□, AN□ □EHICLE□□MINIMI□E INCON□ENIENCE TO □□BLIC TRA□EL OR TO TENANT□ OCC□□□IN□ A□JOININ□ □RO□ERT□□

□□ □□RNI□H, IN□TALL, AN□ MAINTAIN, WITHO□T A□□ITIONAL COM□EN□ATION, □HEETIN□, BRACIN□, AN□ □HORIN□ □□□□□ORT RE□□IRE□ TO □EE□ EXCA□ATION□ WITHIN THE □RO□ERT□ OR EA□EMENT□ □RO□I□E□, TO □□□□□ORT THE □I□E□ O□ THE EXCA□ATION, AN□ TO □RE□ENT AN□ MO□EMENT WHICH MA□ □AMA□E A□JACENT □A□EMENT□ OR □TR□CT□RE□, □AMA□E OR □ELA□ THE WOR□, OR EN□AN□ER LI□E AN□ HEALTH□ □OI□□ O□T□I□E THE □□□□□ORT□ □HALL BE IMME□IATEL□ □ILLE□ AN□ COM□ACTE□□

□□ □HEETIN□, □HORIN□, AN□ BRACIN□ □□E□ □OR THE □□□□□ORT O□ EXCA□ATION□ O□ER □□ □EET □EE□ □HALL BE □E□I□NE□ B□ A □RO□E□□IONAL EN□INEER LICEN□E□ B□ THE □TATE O□ □LORI□A□

1□□ ALL EXCA□ATION□ □HALL BE MA□E B□ O□EN C□T □NLE□□ OTHERWI□E IN□ICATE□□ □LO□E □I□E□ O□ TRENCHE□ IN ACCOR□ANCE WITH O□HA RE□□IREMENT□ AN□ THE RECOMMEN□ATION□ CONTAINE□ WITHIN THE □ROJECT □EOTECHNICAL RE□ORT□

11□ EXCA□ATE TRENCHE□ TO □E□TH IN□ICATE□ OR RE□□IRE□ □OR IN□ICATE□ □LOW LINE□ AN□ IN□ERT ELE□ATION□□O□ER EXCA□ATE TRENCHE□ A MINIM□M O□ □ □EET WHERE EXCA□ATION□ OCC□R WITHIN □N□□ITABLE □OIL□, AN□ RE□LACE O□ER EXCA□ATE□ MATERIAL WITH □□ITABLE □OIL□□

1□□ EXCE□T A□ OTHERWI□E IN□ICATE□, EXCA□ATE □OR □RE□□□RE □I□IN□ □O TO□ O□ □I□IN□ I□ MINIM□M 3 □EET BELOW □INI□HE□ □RA□E□

13□ TRENCH BOTTOM□ AN□ THE BOTTOM□ O□ ALL □TR□CT□RE□ □HALL BE □E□T □R□, COM□ACTE□, AN□ □TABLE TO A □E□TH TWO □EET BELOW THE BOTTOM O□ THE TRENCH OR □TR□CT□RE□

1□□ ALL BE□□IN□, □ILL, AN□ BAC□□ILL MATERIAL □HALL BE □□ITABLE □OIL□ OR □LOWABLE □ILL□WHERE TRENCH OR EXCA□ATION I□ WITHIN THE IN□L□ENCE AREA O□ ROA□WA□□, □TR□CT□RE□, □O□N□ATION□, OR □LAB□, □LACE BAC□□ILL IN LA□ER□ O□ □INCH LOO□E □E□TH□IN ALL OTHER AREA□, □LACE □ILL AN□ BAC□□ILL IN LA□ER□ O□ 1□INCH LOO□E □E□TH□

1□□ MINIM□M □EN□IT□ RE□□IREMENT (A□TM □1□□□OR AA□HTO T1□□□□BAC□□ILL AN□ □ILL □N□ER AN□ WITHIN THE IN□L□ENCE AREA O□ ROA□WA□□, □TR□CT□RE□, □LAB□, □O□N□ATION□ □ □□ □ERCENT□ BAC□□ILL AN□ □ILL □LACE□ WITHIN □□BLIC ROA□ RI□HT□O□□WA□ AN□ □TILIT□ EA□EMENT□ □ □□ □ERCENT□BAC□□ILL AN□ □ILL □LACE□ WITHIN □ON□ AN□ ROA□ EMBAN□MENT □ □□ □ERCENT□BAC□□ILL AN□ □ILL □LACE□ IN ALL OTHER AREA□ □ □□ □ERCENT□

RIPRAP

1□ ALL RI□RA□ CON□TR□CTION □HALL MEET THE RE□□IREMENT□ O□ □ECTION □3□ O□ THE □LORI□A □E□ARTMENT O□ TRAN□□ORTATION □TAN□AR□ □□ECI□ICATION□ □OR ROA□ AN□ BRI□□E CON□TR□CTION, LATE□T E□ITION□

UTILITY SEPARATION REQUIREMENTS

1□ THE HORI□ONTAL □E□ARATION BETWEEN WATER MAIN□ AN□ □ANITAR□ □EWER, □TORM □EWER, WA□TEWATER □ORCE MAIN□, □TORMWATER □ORCE MAIN□, RECLAIME□ WATER MAIN□ AN□ ON□ITE □EWA□E TREATMENT AN□ □I□□O□AL □□□TEM□ □HALL BE IN ACCOR□ANCE WITH THE □OLLOWIN□□

A□ THE O□T□I□E O□ WATER MAIN□ □HALL BE A MINIM□M O□ THREE □EET □ROM THE O□T□I□E O□ AN□ EXI□TIN□ OR □RO□O□E□ □TORM □EWER, □TORMWATER □ORCE MAIN, □AC□□M T□□E □ANITAR□ □EWER AN□ RECLAIME□ WATER MAIN□

B□ THE O□T□I□E O□ WATER MAIN□ □HALL BE A MINIM□M O□ □IX □EET □ROM THE O□T□I□E O□ AN□ EXI□TIN□ OR □RO□O□E□ □RA□IT□ □ANITAR□ □EWER AN□ WA□TEWATER □ORCE MAIN□THE MINIM□M HORI□ONTAL □E□ARATION □I□TANCE BETWEEN THE O□T□I□E O□ WATER MAIN□ AN□ THE O□T□I□E O□ □RA□IT□ □ANITAR□ □EWER□ CAN BE RE□□CE□ TO THREE □EET WHERE THE BOTTOM O□ THE WATER MAIN I□ AT LEA□T □IX INCHE□ ABO□E THE TO□ O□ THE □EWER□

C□ THE O□T□I□E O□ WATER MAIN□ □HALL BE A MINIM□M O□ TEN □EET □ROM ALL □ART□ O□ AN□ EXI□TIN□ OR □RO□O□E□ ON□ITE □EWA□E TREATMENT AN□ □I□□O□AL □□□TEM □□CH A□ □E□TIC TAN□□, □RAIN□IEL□□, AN□ □REA□E TRA□□□ON□ITE □EWA□E TREATMENT AN□ □I□□O□AL □□□TEM□ □O NOT INCL□□E □AC□A□E □EWA□E TREATMENT □ACILITIE□ AN□ □□BLIC WA□TEWATER TREATMENT □ACILITIE□□

□□ THE □ERTICAL □E□ARATION BETWEEN WATER MAIN□ AN□ □ANITAR□ AN□ □TORM □EWER, WA□TEWATER OR □TORMWATER □ORCE MAIN□, AN□ RECLAIME□ WATER MAIN□ □HALL BE IN ACCOR□ANCE WITH THE □OLLOWIN□□

A□ WHERE□ER □O□□IBLE, WATER MAIN□ □HALL CRO□□ O□ER EXI□TIN□ OR □RO□O□E□ □RA□IT□ □ANITAR□ □EWER, □AC□□M T□□E □ANITAR□ □EWER, AN□ □TORM □EWER, □O THE O□T□I□E O□ THE WATER MAIN I□ AT LEA□T □IX INCHE□ ABO□E THE O□T□I□E O□ THE □EWER□WHERE IT I□ NOT □O□□IBLE □OR THE WATER MAIN TO CRO□□ O□ER EXI□TIN□ OR □RO□O□E□ □RA□IT□ □ANITAR□ □EWER, □AC□□M T□□E □ANITAR□ □EWER, AN□ □TORM □EWER, THEN THE WATER MAIN CAN CRO□□ □N□ER THE□E T□□E□ O□ □I□ELINE □□□TEM□ □RO□I□E□ THE O□T□I□E O□ THE WATER MAIN I□ AT LEA□T 1□INCHE□ BELOW THE O□T□I□E O□ THE □I□ELINE□AT THE CRO□□IN□, THE □RO□O□E□ □I□E JOINT□ □HALL BE ARRAN□E□ □O THAT ALL WATER MAIN JOINT□ ARE AT LEA□T THREE □EET □ROM □AC□□M T□□E □ANITAR□ □EWER OR □TORM □EWER JOINT□, AN□ AT LEA□T □IX □EET □ROM □RA□IT□ □ANITAR□ □EWER JOINT□□

B□ WHERE□ER □O□□IBLE, WATER MAIN□ □HALL CRO□□ O□ER EXI□TIN□ OR □RO□O□E□ RECLAIME□ WATER MAIN□, WA□TEWATER □ORCE MAIN□ AN□ □TORMWATER □ORCE MAIN□□WHETHER THE WATER MAIN CRO□□E□ O□ER OR □N□ER THE□E T□□E□ O□ □I□ELINE □□□TEM□, THE O□T□I□E O□ THE WATER MAIN □HALL BE AT LEA□T 1□INCHE□ □ROM THE O□T□I□E O□ THE EXI□TIN□ OR □RO□O□E□ RECLAIME□ WATER MAIN, WA□TEWATER □ORCE MAIN AN□ □TORMWATER □ORCE MAIN□AT THE CRO□□IN□, THE □RO□O□E□ □I□E JOINT□ □HALL BE ARRAN□E□ □O THAT ALL WATER MAIN JOINT□ ARE AT LEA□T THREE □EET □ROM RECLAIME□ WATER MAIN JOINT□ AN□ □TORMWATER □ORCE MAIN JOINT□, AN□ AT LEA□T □IX □EET □ROM THE JOINT□ O□ WA□TEWATER □ORCE MAIN□□

3□ NO WATER MAIN □HALL □A□□ THRO□□H OR COME IN CONTACT WITH AN□ □ART O□ A □ANITAR□ □EWER MANHOLE□

□□ NEW OR RELOCATE□ □IRE H□□RANT□ □HALL BE LOCATE□ □□CH THAT THE □N□ER□RO□N□ □RAIN (WEE□ HOLE□I□ AT LEA□T□

A□ THREE □EET □ROM AN□ EXI□TIN□ OR □RO□O□E□ □TORM □EWER, □TORMWATER □ORCE MAIN, RECLAIME□ WATER MAIN, OR □AC□□M T□□E □ANITAR□ □EWER□

B□ □IX □EET □ROM AN□ EXI□TIN□ OR □RO□O□E□ □RA□IT□ □ANITAR□ □EWER AN□ WA□TEWATER □ORCE MAIN□

C□ TEN □EET □ROM AN□ ON□ITE □EWA□E TREATMENT AN□ □I□□O□AL □□□TEM □□CH A□ □E□TIC TAN□□, □RAIN□IEL□□, AN□ □REA□E TRA□□□ON□ITE □EWA□E TREATMENT AN□ □I□□O□AL □□□TEM□ □O NOT INCL□□E □AC□A□E □EWA□E TREATMENT □ACILITIE□ AN□ □□BLIC WA□TEWATER TREATMENT □ACILITIE□□

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JUSTIN T. POLK, P.E.
61810

No.	Date	Revision	By
1			
2			
3			
4			
5			
6			
7			

Designed by:	CDP
Drawn by:	CDP
Checked by:	JTP
Approved by:	SML
Scale:	NONE
Date:	Mar. 2016
Job No.:	M29880

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Plans Prepared By:
CPH, Inc.
500 West Fulton St.
Sanford, Fl. 32771
Ph: 407.322.6841
Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
Arch. Lic. No. AA2600926
Lndscp. Lic. No. LC0000298

GENERAL NOTES

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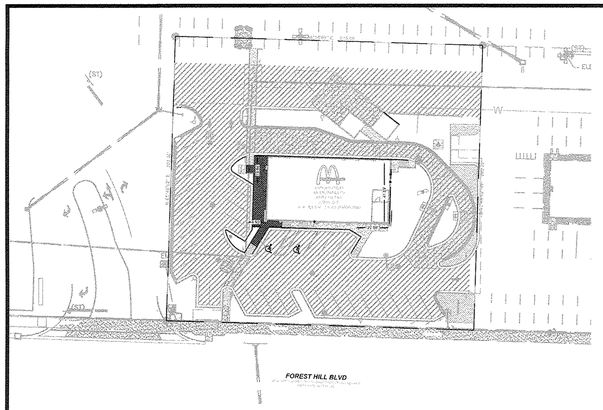
FOREST HILL & CONGRESS
PALM SPRINGS / FLORIDA

Sheet No.
C-2

McDONALD'S PROJECT
CODE: 009-2599



N.T.S.

VEHICULAR USE AREA PLAN

VEHICULAR USE AREA	22,379 S.F.
REQUIRED LANDSCAPE AREA	2,280 SF (10%)
PROPOSED LANDSCAPE AREA	2,992.85 SF (13%)

LEGEND

VEHICULAR USE AREA

FOUNDATION PLANTING

FOUNDATION PLANTING

SEC. 34–164. – REQUIRED FOUNDATION PLANTINGS.

(A) FOR NON–RESIDENTIAL AND MULTI–FAMILY PROPERTIES ONE ACRE OR MORE, AT LEAST 25 PERCENT OF THE LINEAR FEET OF BUILDING FACADE FACING A STREET SHALL BE PLANTED WITH TREES, SHRUBS OR HEDGES. AT LEAST ONE TREE OR CLUSTER OF THREE PALMS SHALL BE INSTALLED FOR EACH 30 LINEAR FEET, OR FRACTION THEREOF, OF APPLICABLE FACADE. THE FOUNDATION PLANTING AREA SHALL BE A MINIMUM OF FIVE FEET WIDE.

(B) FOR NON–RESIDENTIAL AND MULTI–FAMILY PROPERTIES LESS THAN ONE ACRE, A FIVE FOOT REDUCTION IN THE WIDTH OF A REQUIRED RIGHT–OF–WAY BUFFER MAY BE GRANTED BY THE LAND DEVELOPMENT DIRECTOR BASED ON MERIT FOR PROVIDING FOUNDATION PLANTING. AT LEAST 25 PERCENT OF THE LINEAR FEET OF BUILDING FACADE FACING A STREET SHALL BE PLANTED WITH TREES, SHRUBS OR HEDGES. AT LEAST ONE TREE OR CLUSTER OF THREE PALMS SHALL BE INSTALLED FOR EACH 30 LINEAR FEET, OR FRACTION THEREOF, OF APPLICABLE FACADE. THE FOUNDATION PLANTING AREA SHALL BE A MINIMUM OF FIVE FEET WIDE.
(ORD. N O. 2013–11, §3, 7–11–2013)

PROVIDED:
253.32 L.F. X 25% = 63.33 L.F. REQUIRED
89.44 L.F. PROVIDED

NATIVE PERCENT

TOTAL PLANTS	2744
NATIVE PLANTS	1248
% NATIVE	45

OVERALL TREE REQUIREMENTS:

SEC. 72–837 AREA TREE PROTECTION REQUIREMENTS
15% OF THE SF OF ANY DEVELOPMENT SHALL BE DESIGNATED FOR THE PROTECTION OF TREES INCLUDING SPECIMEN & BUFFER TREES

15% OF DEVELOPMENT= 773,946 X 15% = 116,091.90 OF REQUIRED AREA
TREE PROTECTION 122,310.78 SF = PROPOSED AREA TREE PROTECTION

SEC. 72–838 MINIMUM TREE COVERAGE REQUIREMENTS
1 TREE/2500 SF OF LOT AREA
TOTAL LOT AREA: 773,946 S.F.
773,946/2500 = 309.5 MINIMUM TREES REQUIRED
TREES PROPOSED = 369
TREES PRESERVED = 184

SECTION 5–10(e)
MINIMUM (5) TREE SPECIES REQUIRED
(5) SPECIES PROPOSED

LANDSCAPE SETBACKS

	REQUIRED	PROVIDED
NORTH:	10'	0'
WEST:	10'	11.05' (AVG.)
EAST:	10'	0.89'
SOUTH:	15'	5'

REQUIRED LANDSCAPING
SEC. 34–161 (b)(2)
1 TREE/2500 S.F. = 43,000 S.F. / 2500=
17.2 TREES REQUIRED
PROVIDED:
8 TREES SAVED
12 TREES RELOCATED
TOTAL 20 SAVED

WEST REPLACEMENT BUFFER
SEC. 34–162(b)(2)

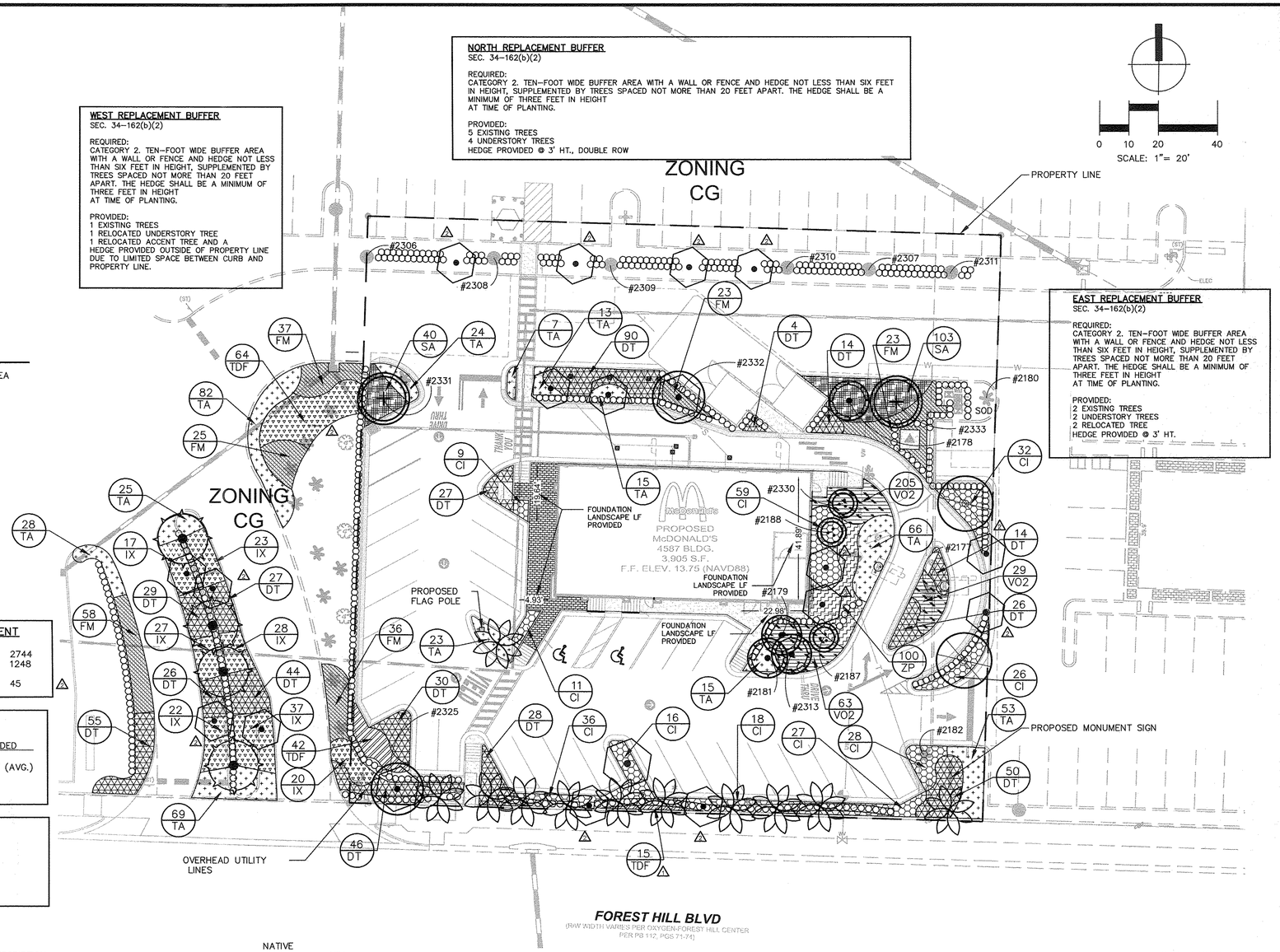
REQUIRED:
CATEGORY 2. TEN–FOOT WIDE BUFFER AREA WITH A WALL OR FENCE AND HEDGE NOT LESS THAN SIX FEET IN HEIGHT, SUPPLEMENTED BY TREES SPACED NOT MORE THAN 20 FEET APART. THE HEDGE SHALL BE A MINIMUM OF THREE FEET IN HEIGHT AT TIME OF PLANTING.

PROVIDED:
1 EXISTING TREES
1 RELOCATED UNDERSTORY TREE
1 RELOCATED ACCENT TREE AND A HEDGE PROVIDED OUTSIDE OF PROPERTY LINE DUE TO LIMITED SPACE BETWEEN CURB AND PROPERTY LINE.

NORTH REPLACEMENT BUFFER
SEC. 34–162(b)(2)

REQUIRED:
CATEGORY 2. TEN–FOOT WIDE BUFFER AREA WITH A WALL OR FENCE AND HEDGE NOT LESS THAN SIX FEET IN HEIGHT, SUPPLEMENTED BY TREES SPACED NOT MORE THAN 20 FEET APART. THE HEDGE SHALL BE A MINIMUM OF THREE FEET IN HEIGHT AT TIME OF PLANTING.

PROVIDED:
5 EXISTING TREES
4 UNDERSTORY TREES
HEDGE PROVIDED @ 3' HT., DOUBLE ROW



EAST REPLACEMENT BUFFER
SEC. 34–162(b)(2)

REQUIRED:
CATEGORY 2. TEN–FOOT WIDE BUFFER AREA WITH A WALL OR FENCE AND HEDGE NOT LESS THAN SIX FEET IN HEIGHT, SUPPLEMENTED BY TREES SPACED NOT MORE THAN 20 FEET APART. THE HEDGE SHALL BE A MINIMUM OF THREE FEET IN HEIGHT AT TIME OF PLANTING.

PROVIDED:
2 EXISTING TREES
2 UNDERSTORY TREES
2 RELOCATED TREE
HEDGE PROVIDED @ 3' HT.

⚠ PLANT LIST

SYM.	COMMON NAME	BOTANICAL NAME	DESCRIPTION	NATIVE Y/N	QTY
TREES					
AM	DOUBLE CHRISTMAS PALM	ADONIDIA MERRILLI	12' HT., 5' CT., FIELD GROWN, DOUBLE TRUNK	NO	11
BS	GUMBO LIMBO	BURSERA SIMARUBA	2" CAL., 12' MIN. HT.	YES	2
LI	CRAPE MYRTLE	LAGERSTROEMIA INDICA	2" CAL., 12' MIN. HT.	NO	17
SP	CABBAGE PALM	SABAL PALMETTO	12' MIN. HT.	YES	4
	RELOCATED OAK TREE			YES	
	RELOCATED CABBAGE PALM				
	RELOCATED CRAPE MYRTLE				
	RELOCATED BUTTONWOOD				
EX	EXISTING TREES				
SHRUBS					
CG	SMALL LEAF CLUSIA	CLUSIA GUTTIFERA	7 GAL., 30' MIN. HT., 18" SPRD., 24" O.C.	YES	463
GROUNDCOVER					
SA	DWARF SCHEFFLERA	SCHEFFLERA ARBORICOLA 'TRINETTE'	3 GAL., 18" MIN. HT., 24 O.C.	NO	143
FM	GREEN ISLAND FICUS	FICUS MICROCARPA 'GREEN ISLAND'	1 GAL., 12" MIN. HT., 24" O.C.	NO	202
DT	VARIEGATED FLAX LILY	DIANELLA TASMANICA 'VARIEGATA'	1 GAL., 12" MIN. HT., 24" O.C.	NO	514
VO2	MRS. SCHILLERS DELIGHT	VIBURNUM OBOVATUM	3 GAL., 12" MIN. HT., 24" O.C.	YES	297
CI	DWARF RED TIP COCOPLUM	CHRYSOBALANUS ICACO 'RED TIP'	3 GAL., 14" MIN. HT., 24" O.C.	YES	262
TA	ASIATIC JASMINE	TRACHELOSPERMUM ASIATICUM	1 GAL., FULL, 24" O.C.	NO	420
TDF	DWARF FAKAHATCHEE GRASS	TRIPSACUM FLORIDIANA	1 GAL., FULL, 24" O.C.	YES	121
ZP	COONTIE	ZAMIA PUMILA	3 GAL., 15" HT., 15" SPRD., 24" O.C.	YES	100
IX	MAUI YELLOW IXORA	IXORIA 'MAUI YELLOW'	3 GAL., 18" MIN. HT., 30" O.C.	NO	189

FOREST HILL BLVD. REPLACEMENT BUFFER
SEC. 34–162(B)(5)

REQUIRED:
CATEGORY 5. FIFTEEN–FOOT WIDE BUFFER AREA WITH A HEDGE NOT LESS THAN THREE FEET IN HEIGHT, SUPPLEMENTED BY TREES SPACED NOT MORE THAN 20 FEET APART. THE HEDGE SHALL BE A MINIMUM OF THREE FEET IN HEIGHT AT TIME OF PLANTING. THE REQUIRED HEDGE SHALL CONTAIN A MINIMUM OF TWO DIFFERENT MAINTAINED LEVELS OR TIERS. THE REQUIRED HEDGE SHALL BE INSTALLED IN A NON–LINEAR (MEANDERING) MANNER. IF DESIRED, ONLY A DECORATIVE METAL FENCE SHALL BE UTILIZED.

PROVIDED:
215 L.F./20 = 11 TREES REQUIRED
11 PALMS PROVIDED
HEDGE PROVIDED @ 3' HT.
GROUNDCOVER PROVIDED

NOTE

PROVIDE MIN. 10' SEPARATION OR 7' SEPARATION W/ USE OF BARRIER MATERIAL FOR ALL TREES NEAR UTILITY LINES (TYP.). REFER TO DETAIL ON SHEET L–2.

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. ⚠

NOTE:

PLANT DESCRIPTIONS ARE FOR MINIMUM ACCEPTABLE SPECIFICATIONS. ALL CRITERIA LISTED FOR CONTAINER SIZE, CALIPER, HEIGHT, SPREAD, ETC. MUST BE MET FOR PLANT MATERIAL ACCEPTANCE. FOR EXAMPLE, IF A THREE GALLON SHRUB DOES NOT MEET THE HEIGHT OR SPREAD SPECIFICATION, IT WILL NOT BE ACCEPTED.

IF SPECIFIED PLANTS ARE UNAVAILABLE AT TIME OF CONSTRUCTION, CONTRACTOR MAY REPLACE SPECIFIED PLANTS WITH PLANTS APPROVED BY LANDSCAPE ARCHITECT AND CITY STAFF.

ALL OPEN SPACE AREAS WITHIN THE PROPERTY SHALL BE SODDED UNLESS PAVED, SEEDED AND MULCHED OR PLANTED WITH SHRUBS AND GROUND COVER.

ALL LANDSCAPED AREAS WILL BE 100% IRRIGATED WITH A CENTRAL AUTOMATIC IRRIGATION SYSTEM INCLUDING A RAIN SENSOR.

MAINTAIN A MINIMUM 10' SEPARATION BETWEEN TREES AND PBCWUD WATERMAINS AND SANITARY SEWER, 7' AND LESS REQUIRES A ROOT BARRIER.

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STATE OF FLORIDA
Michael J. Dearborn, RLA
FL LA666770
Nov 18, 2016

No.	Date	Revision	By
1	11/18/16	PER VILLAGE OF PALM SPRINGS COMMENTS	MDS
2	8/18/16	PER VILLAGE OF PALM SPRINGS COMMENTS	MDS

Designed by:	MDS
Drawn by:	ARS/JM
Checked by:	MDS
Approved by:	JKW
Scale:	AS SHOWN
Date:	OCT. 2016
Job No.:	M29880

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Plans Prepared By:
CPH, Inc.
500 West Fulton St.
Sanford, Fl. 32771
Ph: 407.322.6841
Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
Arch. Lic. No. AA2600926
Lndscp. Lic. No. LC0000298

LANDSCAPE PLAN

McDonald's®
FOREST HILL & CONGRESS
PALM SPRINGS / FLORIDA

Sheet No.
L-1

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LANDSCAPE NOTES:

1. The landscape Contractor shall be responsible for all materials and all work as called for on the Landscape Plans and in the Landscape Specifications. In the event of variation between quantities shown on plant list and the plans, the plans shall control. The Landscape Contractor shall verify all quantities and report any discrepancies at the time of bidding.
2. The Landscape Contractor shall review architectural/engineering plans and become thoroughly familiar with surface and subsurface utilities.
3. Prior to construction, the contractor shall be responsible for locating all underground utilities and shall avoid damage to all utilities during the course of the work. Locations of existing buried utility lines shown on the plans are based upon best available information and are considered to be approximate. It shall be the responsibility of the contractor 1) to verify the locations of utility lines within and adjacent to the work area 2) to protect all utility lines during the construction period 3) to repair any and all damage to utilities, structures, site appurtenances, etc. which occurs as a result of the construction 4) To field adjust the location of proposed trees and palms 10' off the center of the utility lines. Notify the Landscape Architect if a 10' offset does not function.
4. The work shall be coordinated with other trades to prevent conflicts. Coordinate the planting with the irrigation work to assure availability and proper location of irrigation items and plants.
5. Contractor shall ensure that there are no visual obstructions to vehicle lines of sight and traffic controls. Contractor shall field adjust tree and/or large shrub locations to avoid any such obstructions.
6. Trees shall be maintained by the owner to avoid future such obstructions by pruning trees and/or shrubs as necessary utilizing horticulturally sound techniques.
7. All planting shall be performed by personnel familiar with planting procedure and under the supervision of a qualified planting foreman.
8. All plant material shall be graded Florida No. 1 or better as outlined under Grades and Standards for Nursery Stock, Part I and II, published by the Florida Department of Agriculture and Consumer Services.
9. The Landscape Architect or Owner shall have the right, at any stage of the operations, to reject any and all work and materials which, in his opinion, do not meet with the requirements of these specifications.
10. Except as otherwise specified, the Landscape Contractor's work shall conform to accepted horticultural practices as used in the trade.
11. The minimum acceptable size of all plants, measured after pruning, with branches in normal positions, shall conform to the measurements specified on the plant list or as indicated on the landscape drawing. Height and spread dimensions refer to main body of the plant and not extreme branch tip to tip. Trunk caliper (trunk diameter) is measured 6 inches from the ground on trees up to and including 4 inches in caliper, and 12 inches from the ground for larger trees. Since trunks are seldom round, the average of the largest diameter and that perpendicular to it is referred to as caliper.
12. Plants shall be protected upon arrival at the site, by being thoroughly watered and properly maintained until planted.
13. All tree pits shall be excavated to size and depth in accordance with the Florida Grades & Standards for Nursery Stock, unless shown otherwise on the drawings, and backfilled with the specified planting soil. The Landscape Contractor shall test fill all tree pits with water before planting to assure proper drainage percolation is available.
14. The Landscape Contractor shall be responsible for proper watering of all plants. All plants shall be thoroughly watered at time of planting and kept adequately watered until time of acceptance. It shall be the Landscape Contractor's responsibility to assure that plants are not over watered.
15. It shall be the Landscape Contractor's responsibility to prevent plants from falling or being blown over, to re-straighten and replant all plants which lean or fall and to replace all plants which are damaged due to lack of proper guying or staking. The Landscape Contractor shall be legally liable for any damage caused by instability of any plant material.
16. All Palms to be staked as indicated per Palm staking details. All other trees to be stabilized utilizing 8' lodge poles per tree planting details.
17. Plants blown over by high winds, within the guaranteed period, shall not be cause for additional expense to the Owner, but shall be the responsibility of the Landscape Contractor. Damaged plants shall be replaced by the Landscape Contractor at no additional cost to the Owner.
18. Sod shall be of a species specified on the drawings and originate from a commercial turf grower. It shall be a dense stand of live turf, reasonably free of weeds, well matted with grass roots in rectangles 12 inch by 24 inch or in 12 inch wide rolls in a length consistent with the equipment and methods used to handle the rolls and place the sod. Any netting contained within the sod shall be certified by the manufacturer to be bio-degradable. The soil and root mat shall be a minimum of 1-1/2 inch thick and must hold together during placement. Sod shall be place adjacent to one another to avoid gaps and overlaps. Joints shall be staggered between the rows. Sod placed on slopes exceeding 3:1 shall be pinned with turf staples. Sod turf, shall have been mowed a minimum of one week prior to cutting and delivery, so that the length of the turf is no longer than 4 inches at time of delivery. Place sod within 48 hours of cutting the sod. The sod shall be kept moist throughout the 48 hour period to maintain the health and viability of the sod. Submit a letter of certification to the Owner's CEI Representative, at time of delivery, as to the source of the sod, the time it was cut, the species and cultivar provided, last mowing date, and that the sod is free of fire ants. Sod which has been cut for longer than 48 hours after being cut shall not be used unless specifically authorized by Owner's CEI Representative.
   It shall be the Contractor's responsibility to measure and determine the exact quantity of sod required for a complete job at the time of bidding or providing a price quote. The Owner shall not be responsible for additional cost due to the Contractor's under estimating of the quantity of sod for the original bid area.
19. The Landscape Contractor shall insure adequate vertical drainage in all plant beds, planters, and sod areas. Vertical drilling through any compacted fill to native soil shall be accomplished to insure drainage. If well drained fill is necessary to assure positive drainage, this issue shall be brought up by the Landscape Contractor at time of bidding.
20. The Landscape Contractor shall insure that his work does not interrupt established or projected drainage patterns.
21. The Landscape Contractor shall prune, shape and remove dead foliage/limbs from existing plant material to remain. Confirm with the Landscape Architect or Owner the extent of work required at time of Bidding.
22. Mulch – All plant beds shall be top dressed with 4" shredded hardwood mulch (or approved equal).
23. Transplanted Material – The Landscape Contractor shall be responsible for determining and evaluating which plant materials are suitable for transplanting and shall verify this with the Landscape Architect or Owner. The Landscape Contractor shall take all reasonable, horticulturally acceptable measures to assure the successful transplanting of determined plant materials. The Landscape Contractor shall be responsible for replacing any relocated plant materials which die if such measures are not taken, as determined by the Landscape Architect or Owner. Replacement plants shall be of identical species and size if required.
24. MAINTENANCE PRIOR TO FINAL INSPECTION AND ACCEPTANCE:

    Maintenance shall commence after each plant is planted and the maintenance period shall continue until the job or specific phase of the job is accepted by the Landscape Architect or Owner. Extreme care shall be taken to instruct the Owner or his representatives in general maintenance procedures.

    Plant maintenance shall include watering, pruning, weeding, cultivating, mulching, tightening, and repairing of guys, replacement of sick or dead plants, resetting plants to proper grades or upright positions and restoration of the planting saucer and all other care needed for proper growth of the plants.

    During the maintenance period and up to the date of final acceptance, the Landscape Contractor shall do all seasonal spraying and/or dusting of trees and shrubs. Upon completion of all planting, an inspection for acceptance of work will be held. The Landscape Contractor shall notify the Landscape Architect or Owner for scheduling of the inspection 10 days prior to the anticipated date.

    At the time of the inspection, if all of the materials are acceptable, a written notice will be given by the Landscape Architect or Owner to the Landscape Contractor Stating the date when the Maintenance Period ends.

    GUARANTEE AND REPLACEMENT:

    All plant materials shall be guaranteed for one (1) year from the time of final inspection and interim acceptance shall be alive and in satisfactory growth for each specific kind of plant at the end of the guaranteed period.

    At the end of the guarantee period, any plant required under this contract that is dead or not in satisfactory growth, as determined by the Owner or the Landscape Architect, shall be removed and replaced. Replacement plants shall have an extended guarantee, as noted above, from time of replacement.

    All replacements shall be planted of the same kind and size as specified on the plant list. They shall be the responsibility of the Landscape Contractor.
25. TOPSOIL

    Topsoil shall be natural, friable, fertile, fine loamy soil possessing characteristics of representative topsoil in the vicinity that produces heavy growth. Topsoil shall have a pH range of 5.5 to 7.4, free from subsoil, objectionable weeds, litter, sods, stiff clay, stones larger than 1-inch in diameter, stumps, roots, trash, toxic substances, or any other material which may be harmful to plant growth or hinder planting operations. Top soil shall contain a minimum of three percent organic material.
26. UNSUITABLE SUBSOILS

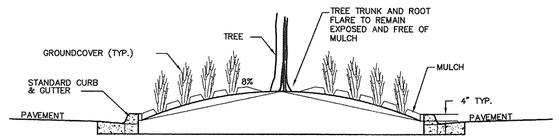
    Locations containing unsuitable subsoil shall be treated by one or more of the following:

    A. Where unsuitability is deemed by Owner or Owner's Representative to be due to excessive compaction caused by heavy equipment and where natural subsoil is other than AASHTO classification of A6 or A7, loosen such areas with spikes, discing, or other means to loosen soil to condition acceptable to Owner. Loosen soil to minimum depth of 12 inches with additional loosening as required to obtain adequate drainage. Contractor may introduce peat moss, sand, or organic matter into the subsoil to obtain adequate measures shall be considered as incidental, without additional cost to Owner.

    B. Where unsuitability is deemed by Owner or Owner's Representative to be due to presence of boards, mortar, concrete, graded aggregate base, or other construction materials in sub grade and where natural subsoil is other than AASHTO classification of A6 or A7, remove debris and objectionable material. Such remedial measures shall be considered as incidental, without additional cost to Owner.

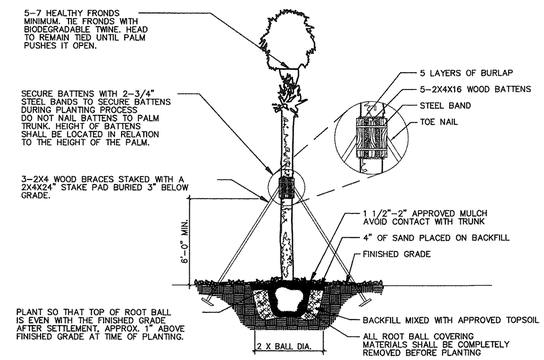
    C. Where unsuitability is deemed by Owner to be because natural subsoil falls into AASHTO classification of A6 or A7 and contains moisture in excess of 30 percent, then installation of sub drainage system or other means described elsewhere in Specifications shall be used. Where such conditions have not been known or revealed prior to planting time and they have not been recognized in preparation of The Drawings and Specifications, then Owner shall issue pricing order to install proper remedial measures.

    D. Planting beds where existing subsoil is determined by Owner to be unsuitable for plant growth in accordance paragraph Unsuitable Subsoil herein shall be excavated to a depth of 12 inches or as needed to provide adequate drainage. Replace excavated soil with planting soil.



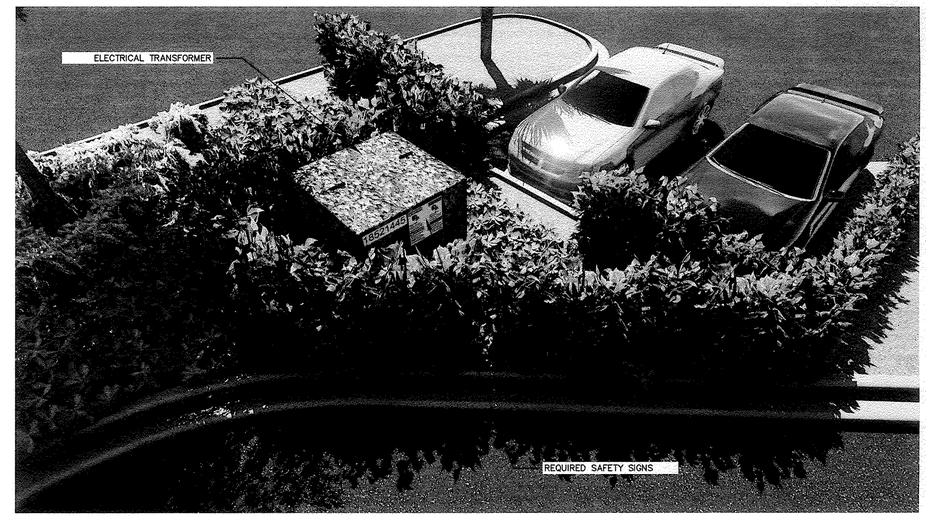
TYPICAL LANDSCAPE ISLANDS

NTS



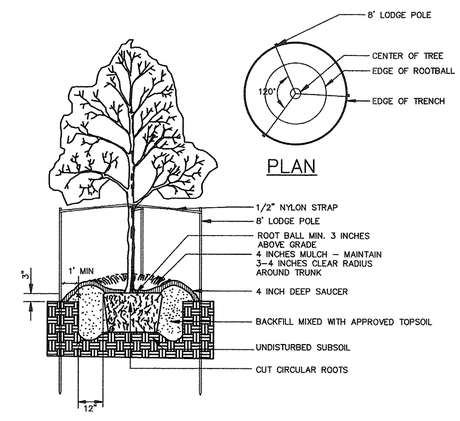
PALM STAKING DETAIL

N.T.S.



ELECTRICAL TRANSFORMER IMPROVEMENT RENDERING

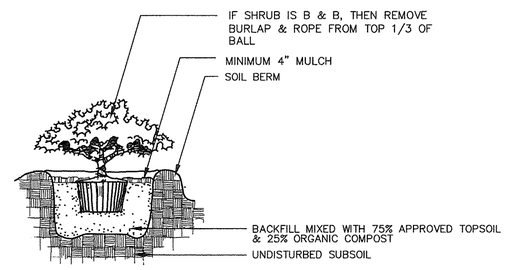
NTS



NOTE: SEE LANDSCAPE NOTES FOR THE TYPE OF MULCH MATERIAL TO USE.

CONTAINER TREE PLANTING DETAIL

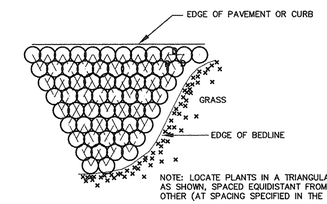
N.T.S.



-PROVIDE MINIMUM PIT CLEARANCE AROUND ROOT BALL OF 6" SIDES AND BOTTOM.
-MAINTAIN 3"-4" MULCH FREE ZONE AROUND BASE OF PLANT.

SHRUB PLANTING DETAIL

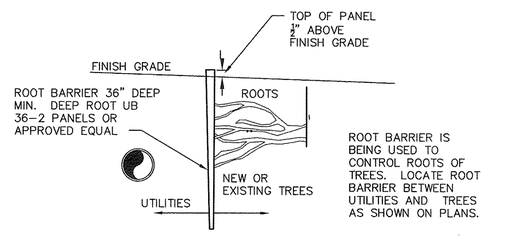
NTS



NOTE: LOCATE PLANTS IN A TRIANGULAR PATTERN AS SHOWN, SPACED EQUIDISTANT FROM EACH OTHER (AT SPACING SPECIFIED IN THE PLANT LIST).

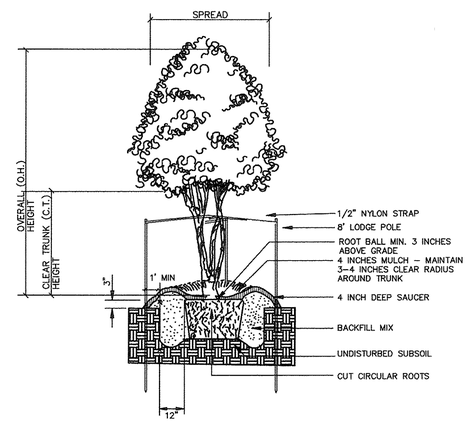
SHRUB/GROUNDCOVER SPACING PLAN

N.T.S.



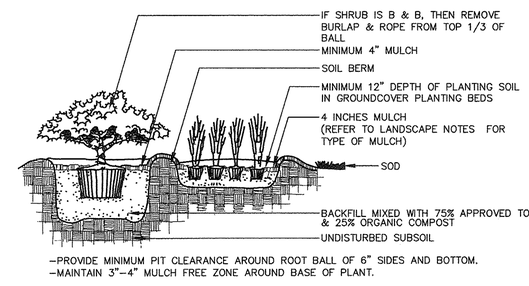
ROOT BARRIER DETAIL

N.T.S.



MULTI-TRUNK CONTAINER TREE PLANTING DETAIL

NTS



-PROVIDE MINIMUM PIT CLEARANCE AROUND ROOT BALL OF 6" SIDES AND BOTTOM.
-MAINTAIN 3"-4" MULCH FREE ZONE AROUND BASE OF PLANT.

SHRUB AND GROUNDCOVER PLANTING DETAIL

NTS

Always call 811 two full business days before you dig
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www.sunshine811.com

McDONALD'S PROJECT CODE: 009-2599

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No.	Date	Revision	By
4	8/18/16	PER VILLAGE OF PALM SPRINGS COMMENTS	MDS

Designed by:	MDS
Drawn by:	ARS/JM
Checked by:	MDS
Approved by:	JKW
Scale:	NTS
Date:	OCT. 2016
Job No.:	M29880

©2016

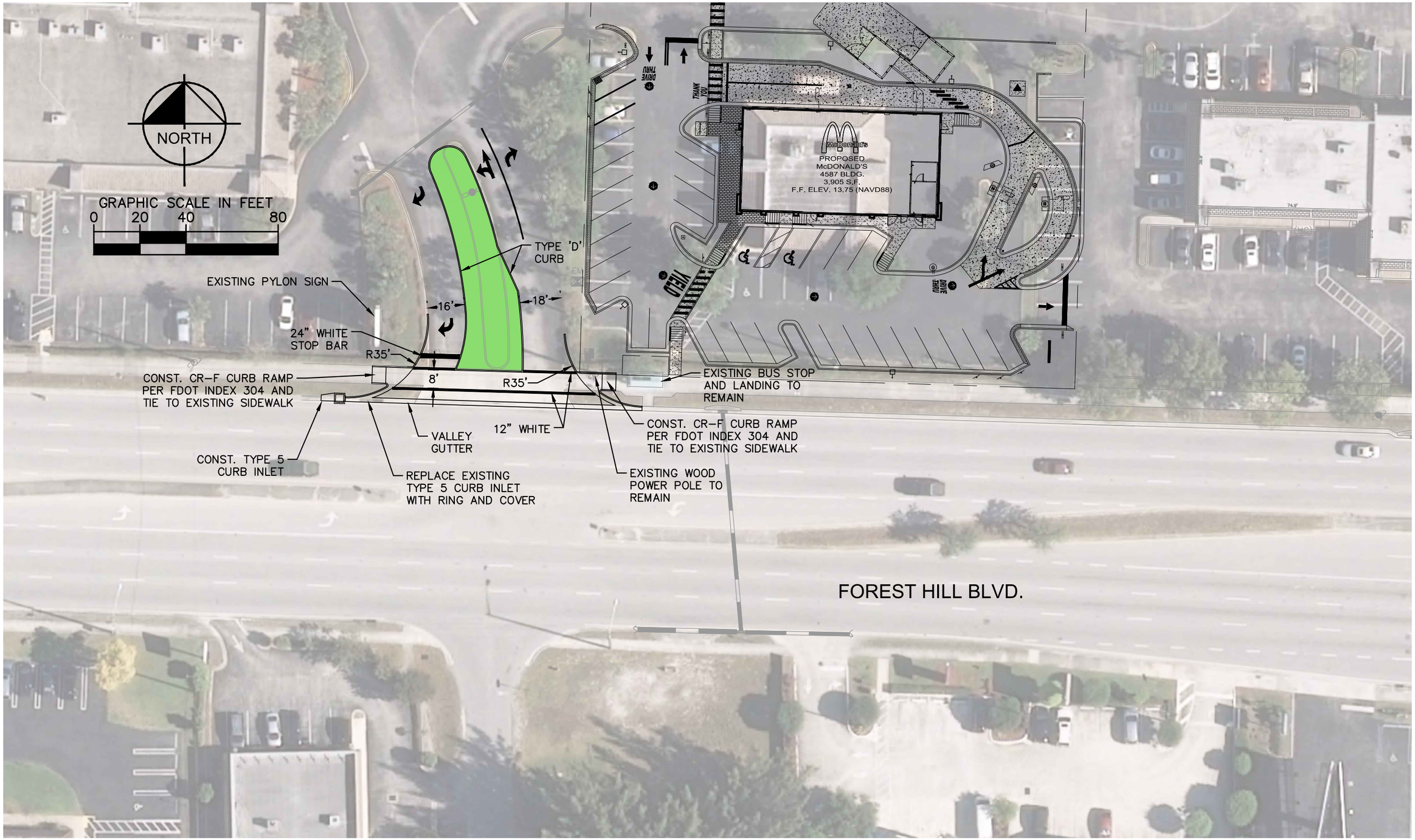
Plans Prepared By:
CPH, Inc.
500 West Fulton St.
Sanford, Fl. 32771
Ph: 407.322.6841
Licenses:
Eng. C.O.A. No. 3215
Survey L.B. No. 7143
Arch. Lic. No. AA2600926
Lndscp. Lic. No. LC0000298

LANDSCAPE NOTES AND DETAILS

McDonald's®
FOREST HILL & CONGRESS
PALM SPRINGS / FLORIDA

Sheet No.
L-2

J:\M29880\Landscape\DWG\Preliminary\Design\Plans\M29880-LSP.dwg Nov 18, 2016 - 2:16pm dhryant



Plotted By:Smith, Scott Sheet Set:Kha Layout:Layout1 November 14, 2016 08:14:36am K:\VRB_LDEV\147208 - McDonalds\099 - 009-2599 - Forest Hill and Congress\CAD\Misc\Forest Hill driveway connection_option 4.dwg

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445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM CA 00000696

McDONALD'S

FOREST HILL BLVD. DRIVEWAY CONNECTION
OPTION 4

SHEET NUMBER

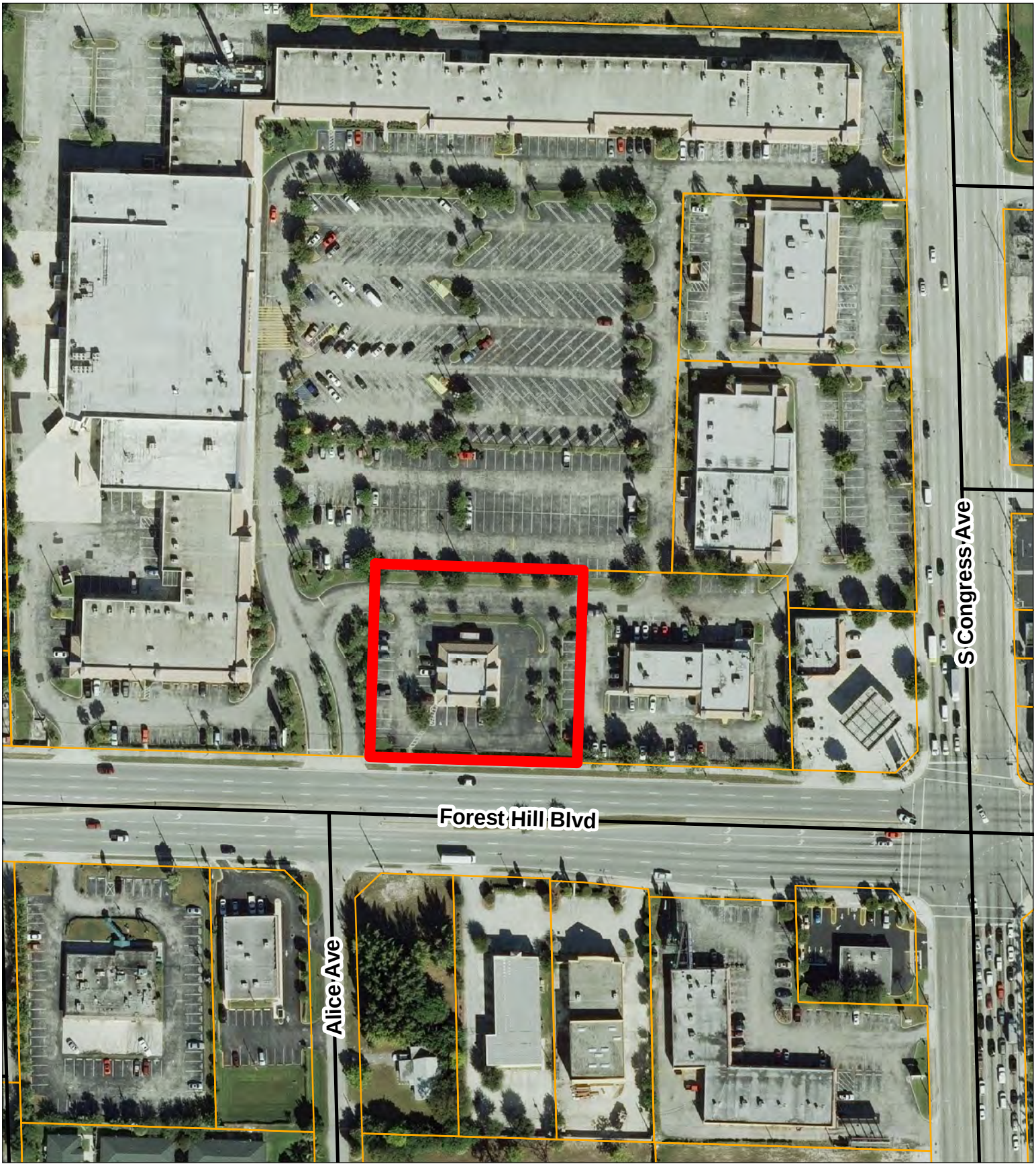
cph

McDonalds Forest Hill

McDonalds Forest Hill

VILLAGE OF PALM SPRINGS

McDonalds on Forest Hill Boulevard



McDonalds

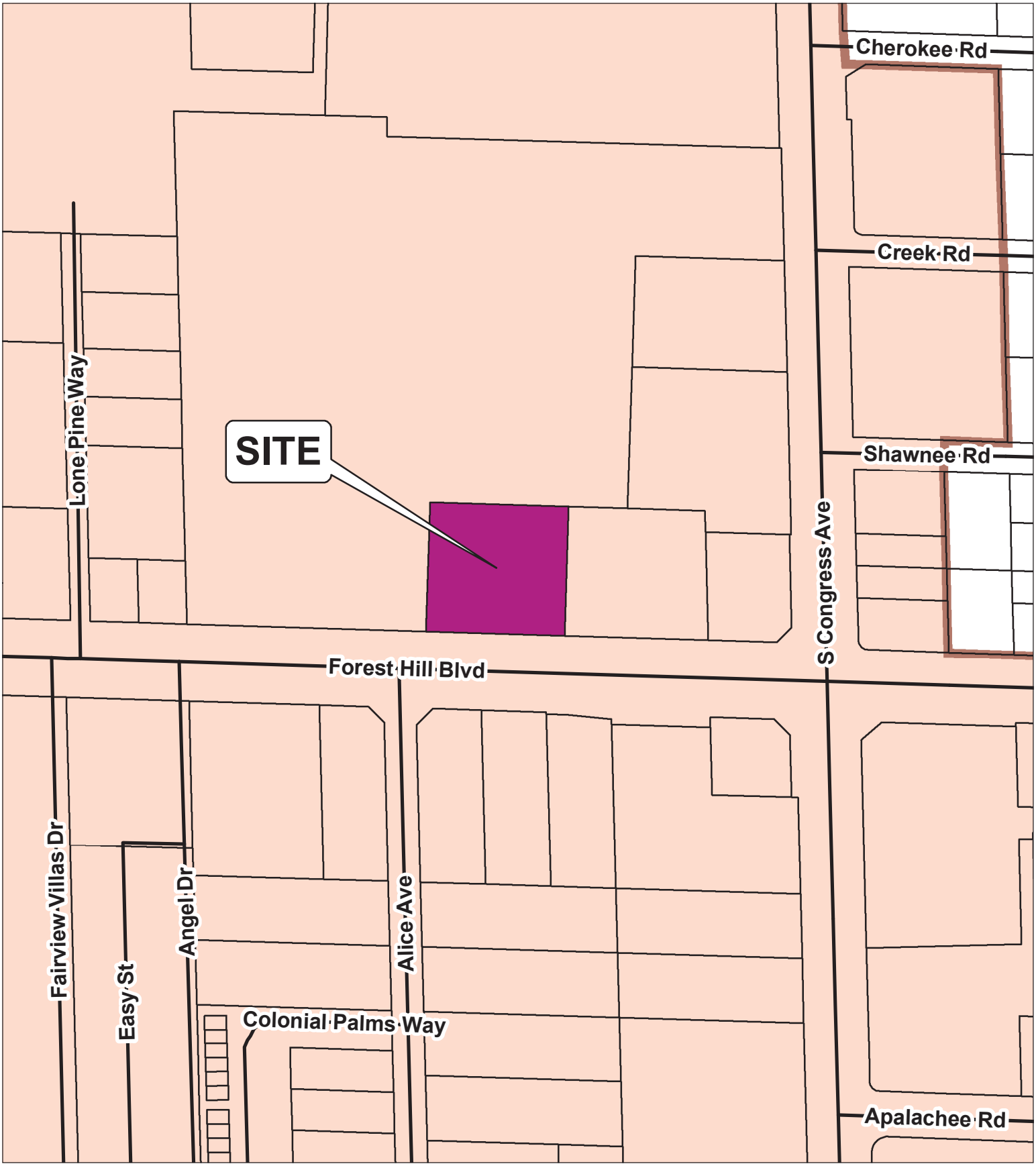
0 75 150 300 Feet

DATE: 8/23/2016

N
W E
S

VILLAGE OF PALM SPRINGS

McDonalds on Forest Hill Boulevard



McDonalds

Village Limits

0 125 250 500 Feet

DATE: 8/23/2016

N W E S

Village of Palm Springs

Executive Brief

AGENDA DATE: December 8, 2016

DEPARTMENT: Land Development

ITEM #22: Resolution No. 2016-80 - Preliminary Plat – Plaza at Forest Hill - Oxygen-Forest Hill Center (Forest Hill Boulevard)

SUMMARY: CPH, agent for the propose tenant - McDonald's, has filed the preliminary plat to replat Tracts 4 and 5, part of the Oxygen-Forest Hill Center plat (as recorded in Plat Book 112, pages 71 through 74). The proposed tracts are existing outparcels within the commercial shopping center and the applicant is proposing to enlarge Tract 5 and reduce the size of Tract 4 to provide more land area for the proposed McDonald's lease area.

Note: Currently, staff is reviewing the proposed McDonald's site plan that provides for a 3,905 square foot fast food restaurant with 2 drive-thrus. From a planning and zoning perspective, Forest Hill Center is a single development project with a unified site plan; therefore, the re-creation of an outparcel does not require compliance with standards of the CG zoning district for a stand-alone parcel.

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

The Land Development Board considered the preliminary plat during their November 15, 2016 meeting and recommended approval.

If approved, a final plat will be presented to the Village Council for consideration. The recording of the final plat is required prior to issuance of a building permit for the work to be performed on the commercial general lot.

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

ATTACHMENTS:

1. Resolution No 2016-80 - Preliminary Plat - Oxygen-Forest Hill Center
2. Preliminary Plat
3. Village Surveyor's Review Letter - Engenuity Group
4. Aerial and Location Maps

RESOLUTION NO. 2016-80

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING THE PRELIMINARY PLAT TO REPLAT TRACTS 4 AND 5, PART OF THE OXYGEN-FOREST HILL CENTER PLAT AS RECORDED IN PLAT BOOK 112, PAGES 71 THROUGH 74, LOCATED AT FOREST HILL CENTER, FOUR FLORIDA SHOPPING CENTER SUBMITTED BY CPH, AGENT FOR THE PROPOSED TENANT, MCDONALDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 15, 2016, the Land Development Board reviewed and considered the application of CPH, agent for the proposed tenant, McDonalds ("Applicant"), for approval of a preliminary plat that proposes to enlarge Tract 5 and reduce Tract 4 to allow more land for the proposed McDonald's lease area ; and

WHEREAS, the recommendation of the Land Development Board to approve the application has been forwarded to the Village Council for final consideration; and

WHEREAS, the Village Council has heard this matter in public session; has considered the presentation and other evidence presented by the Applicant; has received and considered the recommendations of the Village Staff and Land Development Board; and has otherwise been fully informed regarding this matter.

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

Section 1. The Village Council of the Village of Palm Springs, Florida, having received and considered the request of the Applicant for a preliminary plat which will replat Tracts 4 and 5, and having been otherwise fully apprised of the premises herein, hereby approves the Preliminary Plat, which is incorporated herein by reference.

Section 2. This Resolution shall take effect immediately upon adoption.

Resolution No. 2016-80

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

	Aye	Nay	Absent
BEV SMITH, MAYOR	☐	☐	☐
JONI BRINKMAN, VICE MAYOR	☐	☐	☐
PATTI WALLER, MAYOR PRO TEM	☐	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	☐
LIZ SHIELDS, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of DECEMBER 2016.

VILLAGE OF PALM SPRINGS, FLORIDA

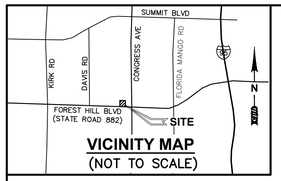
BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
SUSAN M. CALJEAN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



VICINITY MAP
(NOT TO SCALE)

PLAZA AT FOREST HILL

BEING A REPLAT OF TRACT 4 AND TRACT 5 OF OXYGEN-FOREST HILL CENTER, AS RECORDED IN PLAT BOOK 112, PAGES 71 THROUGH 74, AND LYING IN SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY
Paul J. Katrek
OF
CPH, INC.
500 WEST FULTON STREET
SANFORD, FLORIDA 32771 – (407)322-6841
LICENSED BUSINESS NO. 7143

DESCRIPTION AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT FOUR FLORIDA SHOPPING CENTERS PROPERTIES LIMITED PARTNERSHIP, ORGANIZED UNDER THE LAWS OF THE STATE OF DELAWARE AUTHORIZED TO DO BUSINESS IN FLORIDA, OWNER OF THE LAND SHOWN HEREON AS PLAZA AT FOREST HILL; BEING A REPLAT OF TRACT 4 AND TRACT 5 OF OXYGEN-FOREST HILL CENTER, AS RECORDED IN PLAT BOOK 112, PAGES 71 THROUGH 74, AND LYING IN SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA LOCATED IN THE VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF LAND LYING IN SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST, BEING ALL OF TRACT 5 AND TRACT 4, OXYGEN-FOREST HILL CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 112, PAGES 71 THROUGH 74 INCLUSIVE OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEASTERLY MOST CORNER OF SAID TRACT 1, OXYGEN-FOREST HILL CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 112, PAGES 71 THROUGH 74 INCLUSIVE OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID POINT ALSO LYING ON THE NORTH RIGHT-OF-WAY LINE OF FOREST HILL BOULEVARD (STATE ROAD 882)(RIGHT-OF-WAY WIDTH VARIES); THENCE NORTH 01°45'52" EAST ALONG THE EAST LINE OF SAID TRACT 1 A DISTANCE OF 200.00 FEET; THENCE SOUTH 88°14'08" EAST ALONG THE SOUTHERLY LINE OF TRACT 1 AND TRACT 3 OF SAID PLAT, A DISTANCE OF 426.69 FEET; THENCE DEPARTING SAID SOUTHERLY LINE SOUTH 01°28'16" EAST A DISTANCE OF 200.32 FEET TO A POINT LYING ON THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE OF FOREST HILL BOULEVARD; THENCE ALONG THE SAID NORTH RIGHT-OF-WAY LINE NORTH 88°14'08" WEST, A DISTANCE OF 438.00 FEET TO THE POINT OF BEGINNING.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE AS FOLLOWS:

1. PALM BEACH COUNTY UTILITY EASEMENT:

THE PALM BEACH COUNTY UTILITY EASEMENT IDENTIFIED ON THE PLAT HEREON IS AN EXCLUSIVE EASEMENT AND IS HEREBY DEDICATED IN PERPETUITY TO PALM BEACH COUNTY, IT'S SUCCESSORS AND ASSIGNS. FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION AND REPLACEMENT OF POTABLE WATER PIPELINES, RAW WATER PIPELINES, WASTEWATER PIPELINES, RECLAIMED WATER PIPELINES, AND RELATED APPURTENANCES. THE MAINTENANCE OF THE LAND UNDERLYING THIS EASEMENT SHALL BE A PERPETUAL OBLIGATION OF THE PROPERTY OWNER. IF OTHERWISE APPROVED BY PALM BEACH COUNTY, NO BUILDINGS, STRUCTURES, IMPROVEMENTS, TREES, WALLS OR FENCES SHALL BE INSTALLED WITHIN THIS EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE PALM BEACH COUNTY WATER UTILITIES DEPARTMENT, ITS SUCCESSORS AND ASSIGNS.

IN WITNESS WHEREOF, THE ABOVE NAMED LIMITED PARTNERSHIP HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT AND ATTESTED TO BY ITS OTHER CORPORATE OFFICER NAMED BELOW AND ITS CORPORATE SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS,

THIS ____ DAY OF _____ 2016.

FOUR FLORIDA SHOPPING CENTERS PROPERTIES LIMITED PARTNERSHIP,
A DELAWARE LIMITED PARTNERSHIP

BY: H J BROWN FLORIDA PROPERTIES
MANAGEMENT, INC. A FLORIDA CORPORATION

SIGNED AND SEALED IN
THE PRESENCE OF:

_____ By: _____
WITNESS (SIGNATURE) CATHERINE NELSON BROWN
Its: PRESIDENT

_____
PRINTED OR TYPED NAME

ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME PERSONALLY APPEARED _____CATHERINE NELSON BROWN_____ WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT OF FOUR FLORIDA SHOPPING CENTERS PROPERTIES LIMITED PARTNERSHIP, A LIMITED PARTNERSHIP, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT SHE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID LIMITED PARTNERSHIP AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATION, AND THAT SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID LIMITED PARTNERSHIP AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID LIMITED PARTNERSHIP.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2016 WHEREOF.

My Commission Expires: _____

_____
SIGNATURE OF NOTARY PUBLIC
PRINTED NAME: _____

NOTARY PUBLIC, STATE OF _____

NOTICE

ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

TITLE CERTIFICATION:

STATE OF _____Florida_____

COUNTY OF _____Broward_____

I/WE, FIRST AMERICAN TITLE INSURANCE COMPANY , DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT WE FIND THE TITLE TO THE HEREON DESCRIBED PROPERTY IS VESTED IN FOUR FLORIDA SHOPPING CENTERS PROPERTIES LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP; THAT THE CURRENT TAXES HAVE BEEN PAID; AND THAT ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOR OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON; AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED: ___/_____/_____ BY: _____

PRINT NAME: ASHLEY LOWDER_____

TITLE: VICE PRESIDENT_____

REVIEWING SURVEYOR'S APPROVAL

THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH CHAPTER 177.081 (1) F.S. TO DETERMINE THAT ALL DATA REQUIRED BY CHAPTER 177 F.S. IS SHOWN. WHILE RANDOM CHECKS OF GEOMETRIC DATA REFLECT ITS ADEQUACY, NO REPRESENTATION OF THE FULL VERIFICATION OF SAID DATA IS MADE.

REVIEWING SURVEYOR: _____
KEVIN M. BECK
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NO. LS# 6168, STATE OF FLORIDA

APPROVALS

VILLAGE OF PALM SPRINGS
COUNTY OF PALM BEACH, FLORIDA

THIS PLAT IS HEREBY APPROVED FOR RECORD BY THE VILLAGE OF PALM SPRINGS, FLORIDA THIS ___ DAY OF _____, 2016.

BY: _____ ATTESTED BY: _____
BEV SMITH, MAYOR SUSAN CALJEAN, VILLAGE CLERK

VILLAGE ENGINEER
THIS PLAT IS HEREBY APPROVED FOR RECORD DATED THIS ___ DAY OF _____, 2016.

BY: _____
LISA A TROPEPE

PLAT NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE MONUMENTED NORTH RIGHT-OF-WAY LINE OF FOREST HILL BOULEVARD, ACCORDING TO OXYGEN-FOREST HILL CENTER, PLAT BOOK 112, PAGES 71-74, AS BEING N 88°14'08" W.
2. ■ DENOTES A SET PERMANENT REFERENCE MONUMENT, A 4 INCH BY 4 INCH CONCRETE MONUMENT WITH "LB 7143 P.R.M." CAP UNLESS OTHERWISE NOTED.
3. ● DENOTES A SET PERMANENT REFERENCE MONUMENT PK NAIL AND DISC STAMPED "LB 7143 P.R.M." UNLESS OTHERWISE NOTED.
4. ↘ DENOTES A CHANGE IN DIRECTION.
5. ALL LINES ARE NON-RADIAL UNLESS OTHERWISE DENOTED AS (R).
6. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
7. ERROR OF CLOSURE DOES NOT EXCEED 1 FOOT IN 10,000 FEET.
8. STATE PLANE INFORMATION SHOWN HEREON IS BASED ON THE NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT), USING CONTROL POINTS FROM TABULATION SHEETS PUBLISHED BY FLORIDA DEPARTMENT OF TRANSPORTATION, FINANCIAL PROJECT NO. 229817-1-52-01, DATED NOVEMBER 15, 2004.
   a) POINT NAME # "BLC 14" =
      N 843484.172 FEET, E 951165.663 FEET
   b) POINT NAME # "BLC 18" =
      N 844841.975 FEET, E 959489.453 FEET
9. THE APPROVAL OF A REPLAT BY THE GOVERNING BODY OF A LOCAL GOVERNMENT, WHICH ENCOMPASSES LANDS EMBRACED IN ALL OR A PART OF A PRIOR PLAT FILED OF PUBLIC RECORD SHALL, UPON RECORDATION OF THE REPLAT, AUTOMATICALLY AND SIMULTANEOUSLY VACATE AND ANNUL ALL OF THE PRIOR PLAT ENCOMPASSED BY THE REPLAT.

ABBREVIATION LEGEND:

(BB)	–	BEARING BASIS
©	–	COPYRIGHT
CM	–	CONCRETE MONUMENT
C	–	CHORD DISTANCE
(C)	–	CALCULATED
CCR	–	CERTIFIED CORNER RECORD
CB	–	CHORD BEARING
Δ	–	DELTA (CENTRAL ANGLE)
ESMT	–	EASEMENT
FATIC	–	FIRST AMERICAN TITLE INSURANCE COMPANY
F.D.O.T.	–	FLORIDA DEPARTMENT OF TRANSPORTATION
FND	–	FOUND
FPC	–	FLORIDA POWER CORPORATION
HWY	–	HIGHWAY
ID	–	IDENTIFICATION
IR&C	–	IRON REBAR & CAP
L	–	ARC LENGTH
LB#	–	LICENSED BUSINESS NUMBER
MB	–	MAP BOOK
N & D	–	NAIL AND DISK
NO.	–	NUMBER
ORB	–	OFFICIAL RECORDS BOOK
PC	–	POINT OF CURVATURE
PCC	–	POINT OF COMPOUND CURVATURE
PG	–	PAGE
PGS	–	PAGES
PI	–	POINT OF INTERSECTION
PK	–	PARKER KALON
POB	–	POINT OF BEGINNING
POL	–	POINT ON LINE
PRM	–	PERMANENT REFERENCE MONUMENT
PRC	–	POINT OF REVERSE CURVATURE
PT	–	POINT OF TANGENCY
PUE	–	PUBLIC UTILITY EASEMENT
R	–	RADIUS
R/W	–	RIGHT-OF-WAY
R43E	–	RANGE 43 EAST
SEC 7	–	SECTION 7
T44S	–	TOWNSHIP 44 SOUTH
US	–	UNITED STATES
#	–	NUMBER
W/	–	WITH

10. THIS PLAT IS SUBJECT TO THE FOLLOWING MATTERS AS LISTED ON CERTIFICATE OF TITLE INFORMATION FOR THE FILING OF A SUBDIVISION PLAT FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO.:1062-3521162:

A. PUBLIC UTILITY EASEMENT GRANTED TO B. W. SIMPKINS, AS TRUSTEE UNDER THE B.W. SIMPKINS TRUST AGREEMENT DATED OCTOBER 4, 1976 AND F. A. SHERIFF, AS TRUSTEE UNDER THE F. A. SHERIFF TRUST AGREEMENT DATED AUGUST 2, 1986 RECORDED AUGUST 19, 1985 IN OFFICIAL RECORDS BOOK 4628, PAGE 203, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

B. EASEMENT GRANTED TO THE COUNTY OF PALM BEACH RECORDED MARCH 14, 1996 IN OFFICIAL RECORDS BOOK 9164, PAGE 946, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (BLANKET)

C. PLAT OF OXYGEN-FOREST HILL CENTER, AS RECORDED FEBRUARY 13, 2009 IN PLAT BOOK 112, PAGES 71 THROUGH 74, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

D. RECIPROCAL ACCESS EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS BY AND BETWEEN FOUR FLORIDA SHOPPING CENTERS PROPERTIES LIMITED PARTNERSHIP AND OXYGEN HOLDINGS, LLC RECORDED APRIL 28, 2009 IN OFFICIAL RECORDS BOOK 23200, PAGE 117, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

E. EASEMENT GRANTED TO FLORIDA POWER & LIGHT COMPANY RECORDED JULY 20, 2009 IN OFFICIAL RECORDS BOOK 23343, PAGE 607, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

F. EASEMENT GRANTED TO FLORIDA PUBLIC UTILITIES COMPANY RECORDED MAY 13, 2015 IN OFFICIAL RECORDS BOOK 27532, PAGE 1168, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (BLANKET)

G. RESTRICTIONS, CONDITIONS AND BUILDING SET BACK LINES, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 UNITED STATES CODE 3604(C), SET FORTH IN THOSE DEEDS FROM KENYON RIDDLE AND KATHRYN RIDDLE, HIS WIFE AS FOLLOWS:

I) DEED RECORDED APRIL 1, 1946 IN DEED BOOK 756, PAGE 560 AND CORRECTIVE DEED RECORDED JULY 1, 1954 IN DEED BOOK 1058, PAGE 633, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

II) DEED RECORDED MARCH 7, 1947 IN DEED BOOK 800, PAGE 375, CORRECTIVE DEED RECORDED NOVEMBER 9, 1954 IN DEED BOOK 1070, PAGE 519 AND CORRECTIVE DEED RECORDED NOVEMBER 9, 1954 IN DEED BOOK 1070, PAGE 521, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

III) DEED RECORDED DECEMBER 3, 1947 IN DEED BOOK 829, PAGE 148 AND CORRECTIVE DEED RECORDED JUNE 3, 1955 IN DEED BOOK 1095, PAGE 692, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

IV) DEED RECORDED DECEMBER 3, 1948 IN DEED BOOK 861, PAGE 412 AND CORRECTIVE DEED RECORDED NOVEMBER 9, 1954 IN DEED BOOK 1070, PAGE 519, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

H. NOTICE OF LIEN PROHIBITION BY FOUR FLORIDA SHOPPING CENTERS PROPERTIES LIMITED PARTNERSHIP RECORDED APRIL 13, 2005 IN OFFICIAL RECORDS BOOK 18403, PAGE 373, AS AMENDED BY NOTICE OF LIEN PROHIBITION (AMENDED TO CHANGE ADDRESS OF LESSOR) RECORDED JANUARY 9, 2008 IN OFFICIAL RECORDS BOOK 22373, PAGE 163, AS AFFECTED BY PARTIAL RELEASE OF NOTICE OF LIEN PROHIBITION RECORDED APRIL 13, 2009 IN OFFICIAL RECORDS BOOK 23174, PAGE 737, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

I. DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND SERVITUDES FOR FOREST HILL SHOPPING CENTER RECORDED APRIL 13, 2009 IN OFFICIAL RECORDS BOOK 23174, PAGE 993, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

J. WATER MANAGEMENT AGREEMENT BETWEEN FOUR FLORIDA SHOPPING CENTERS PROPERTIES LIMITED PARTNERSHIP AND OXYGEN HOLDINGS, LLC RECORDED APRIL 28, 2009 IN OFFICIAL RECORDS BOOK 23200, PAGE 129, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

K. NOTICE OF ENVIRONMENTAL RESOURCE OF SURFACE WATER MANAGEMENT PERMIT RECORDED MAY 21, 2009 IN OFFICIAL RECORDS BOOK 23242, PAGE 421, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, PAUL J. KATREK BEING A LICENSED AND REGISTERED SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT ON MAY 12, 2016, HE COMPLETED THE SURVEY OF THE LANDS AS SHOWN IN THE FOREGOING PLAT; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS THEREIN DESCRIBED AND PLATTED; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON, AND THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART I FLORIDA STATUTES; AND THAT SAID LAND IS LOCATED IN THE VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA.

Dated _____

Signature _____

Name _____ Reg.No. 6233
Paul J. Katrek
Professional Surveyor and Mapper
Florida Registration No. 6233

REVIEWING SURVEYOR'S SEAL | VILLAGE ENGINEER SEAL | CORPORATE SEAL | VILLAGE OF PALM SPRINGS SEAL | SURVEYOR'S SEAL

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PLAZA AT FOREST HILL

BEING A REPLAT OF TRACT 4 AND TRACT 5 OF OXYGEN-FOREST HILL CENTER, AS RECORDED IN PLAT BOOK 112, PAGES 71 THROUGH 74, AND LYING IN SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST
VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY
Paul J. Katrek
OF
CPH, INC.
500 WEST FULTON STREET
SANFORD, FLORIDA 32771 – (407)322-6841
LICENSED BUSINESS NO. 7143

LINE TABLE:

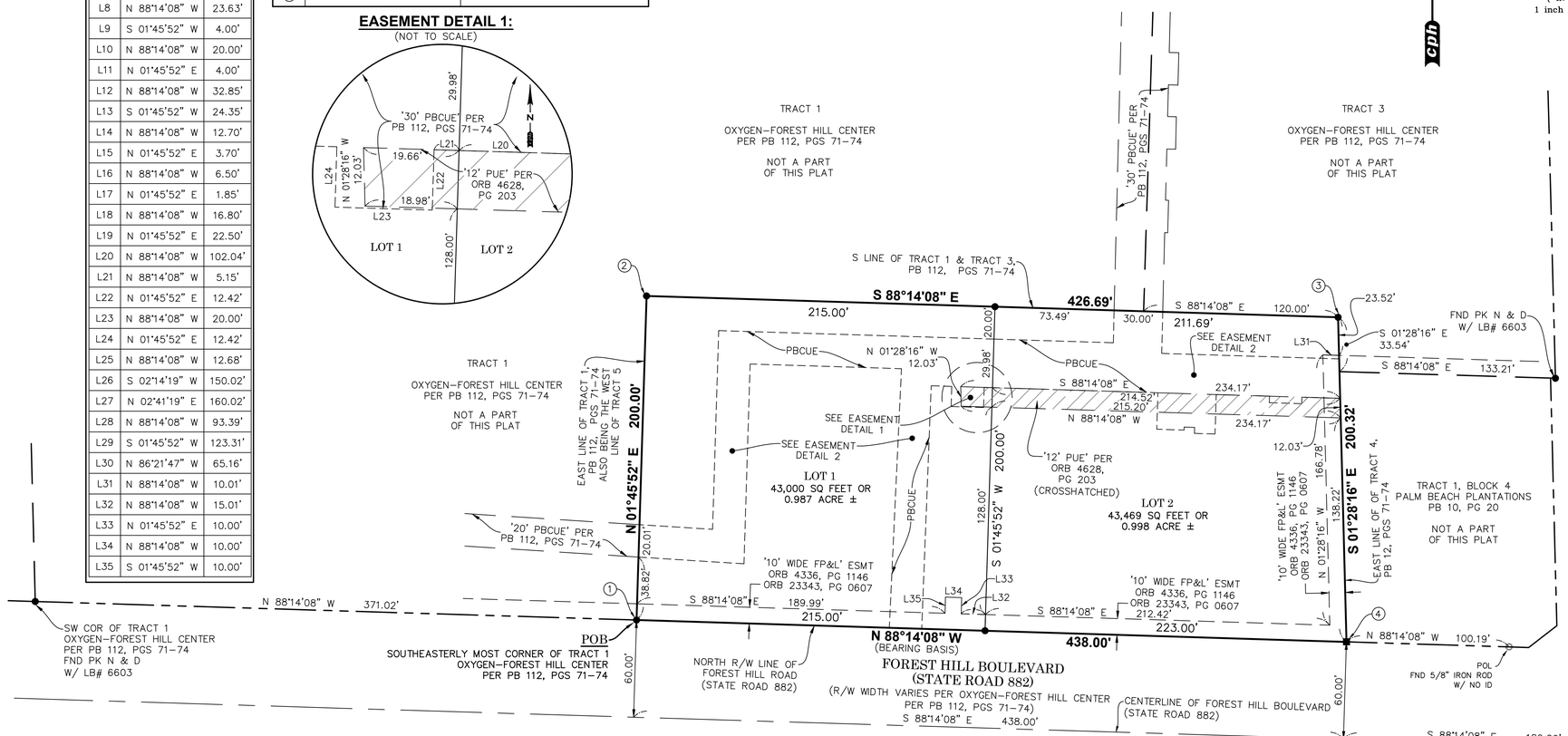
LINE	BEARING	LENGTH
L1	S 86°21'47" E	45.15'
L2	N 01°45'52" E	122.65'
L3	S 88°14'08" E	169.88'
L4	S 88°14'08" E	73.60'
L5	N 01°26'18" E	20.00'
L6	S 01°26'18" W	25.65'
L7	S 88°14'08" E	109.51'
L8	N 88°14'08" W	23.63'
L9	S 01°45'52" W	4.00'
L10	N 88°14'08" W	20.00'
L11	N 01°45'52" E	4.00'
L12	N 88°14'08" W	32.85'
L13	S 01°45'52" W	24.35'
L14	N 88°14'08" W	12.70'
L15	N 01°45'52" E	3.70'
L16	N 88°14'08" W	6.50'
L17	N 01°45'52" E	1.85'
L18	N 88°14'08" W	16.80'
L19	N 01°45'52" E	22.50'
L20	N 88°14'08" W	102.04'
L21	N 88°14'08" W	5.15'
L22	N 01°45'52" E	12.42'
L23	N 88°14'08" W	20.00'
L24	N 01°45'52" E	12.42'
L25	N 88°14'08" W	12.68'
L26	S 02°14'19" W	150.02'
L27	N 02°41'19" E	160.02'
L28	N 88°14'08" W	93.39'
L29	S 01°45'52" W	123.31'
L30	N 86°21'47" W	65.16'
L31	N 88°14'08" W	10.01'
L32	N 88°14'08" W	15.01'
L33	N 01°45'52" E	10.00'
L34	N 88°14'08" W	10.00'
L35	S 01°45'52" W	10.00'

STATE PLANE COORDINATES SCHEDULE

	NORTHING	EASTING
①	843411.1183	953404.9180
②	843611.0202	953411.1814
③	843597.6575	953837.6621
④	843397.4014	953842.7031

EASEMENT DETAIL 1:

(NOT TO SCALE)

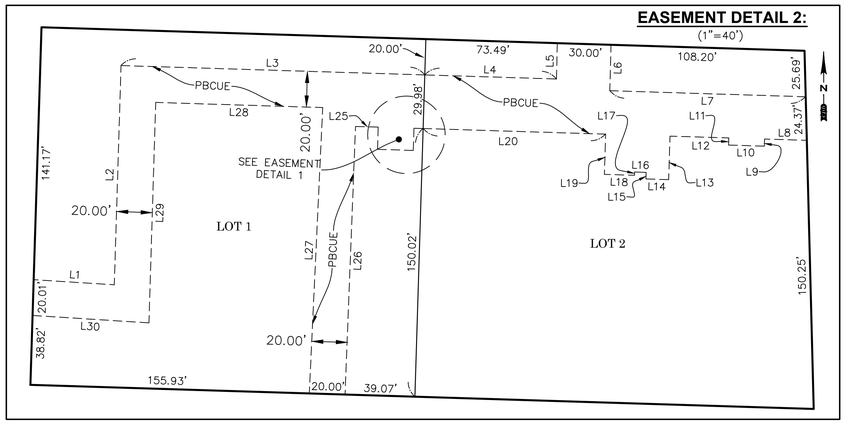


GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

EASEMENT DETAIL 2:

(1"=40')



ABBREVIATION LEGEND:

(BB)	–	BEARING BASIS
©	–	COPYRIGHT
CM	–	CONCRETE MONUMENT
C	–	CHORD DISTANCE
(C)	–	CALCULATED
CCR	–	CERTIFIED CORNER RECORD
CB	–	CHORD BEARING
Δ	–	DELTA (CENTRAL ANGLE)
ESMT	–	EASEMENT
FDOT	–	FLORIDA DEPARTMENT OF TRANSPORTATION
FND	–	FOUND
FP&L	–	FLORIDA POWER AND LIGHT
HWY	–	HIGHWAY
ID	–	IDENTIFICATION
IR&C	–	IRON REBAR & CAP
L	–	ARC LENGTH
LB#	–	LICENSED BUSINESS NUMBER
N & D	–	NAIL AND DISK
NO.	–	NUMBER
ORB	–	OFFICIAL RECORDS BOOK
PB	–	PLAT BOOK
PBCUE	–	PALM BEACH COUNTY UTILITY EASEMENT
PC	–	POINT OF CURVATURE
PCC	–	POINT OF COMPOUND CURVATURE
PG	–	PAGE
PGS	–	PAGES
PI	–	POINT OF INTERSECTION
PK	–	PARKER KALON
POB	–	POINT OF BEGINNING
POL	–	POINT ON LINE
PRM	–	PERMANENT REFERENCE MONUMENT
PRC	–	POINT OF REVERSE CURVATURE
PUE	–	PUBLIC UTILITY EASEMENT
PT	–	POINT OF TANGENCY
R	–	RADIUS
R/W	–	RIGHT-OF-WAY
R43E	–	RANGE 43 EAST
SEC 7	–	SECTION 7
T44S	–	TOWNSHIP 44 SOUTH
US	–	UNITED STATES
#	–	NUMBER
W/	–	WITH

PLAT NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE MONUMENTED NORTH RIGHT-OF-WAY LINE OF FOREST HILL BOULEVARD, ACCORDING TO OXYGEN-FOREST HILL CENTER, PLAT BOOK 112, PAGES 71-74, AS BEING N 88°14'08" W.
2. ■ DENOTES A SET PERMANENT REFERENCE MONUMENT, A 4 INCH BY 4 INCH CONCRETE MONUMENT WITH "LB 7143 P.R.M." CAP UNLESS OTHERWISE NOTED.
3. ● DENOTES A SET PERMANENT REFERENCE MONUMENT PK NAIL AND DISC STAMPED "LB 7143 P.R.M." UNLESS OTHERWISE NOTED.
4. ⌐ DENOTES A CHANGE IN DIRECTION.
5. ALL LINES ARE NON-RADIAL UNLESS OTHERWISE DENOTED AS (R).
6. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
7. ERROR OF CLOSURE DOES NOT EXCEED 1 FOOT IN 10,000 FEET.
8. STATE PLANE INFORMATION SHOWN HEREON IS BASED ON THE NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT), USING CONTROL POINTS FROM TABULATION SHEETS PUBLISHED BY FLORIDA DEPARTMENT OF TRANSPORTATION, FINANCIAL PROJECT NO. 229817-1-52-01, DATED NOVEMBER 15, 2004.
   a) POINT NAME # "BLC 14" = N 843484.172 FEET, E 951165.663 FEET
   b) POINT NAME # "BLC 18" = N 844841.975 FEET, E 959489.453 FEET
9. THE APPROVAL OF A REPLAT BY THE GOVERNING BODY OF A LOCAL GOVERNMENT, WHICH ENCOMPASSES LANDS EMBRACED IN ALL OR A PART OF A PRIOR PLAT FILED OF PUBLIC RECORD SHALL, UPON RECORDATION OF THE REPLAT, AUTOMATICALLY AND SIMULTANEOUSLY VACATE AND ANNUL ALL OF THE PRIOR PLAT ENCOMPASSED BY THE REPLAT.

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

September 7, 2016

Ms. Kim Glas-Castro
Land Development Director
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
(*Via E-Mail: kglas-castro@vpsfl.org)*

RE: Plaza at Forest Hill
Third Plat Review
Engenuity Group Project No. 6001.04.06

Dear Ms. Glas-Castro:

This is the third review of this Plat. This review is done for compliance pursuant to Chapter 177, Florida Statutes and the Village of Palm Spring's approved Plat language. All of our previous comments have been adequately addressed. The survey is now in compliance with Chapter 177, Florida Statutes.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Kevin M. Beck, P.S.M.
Director of Survey

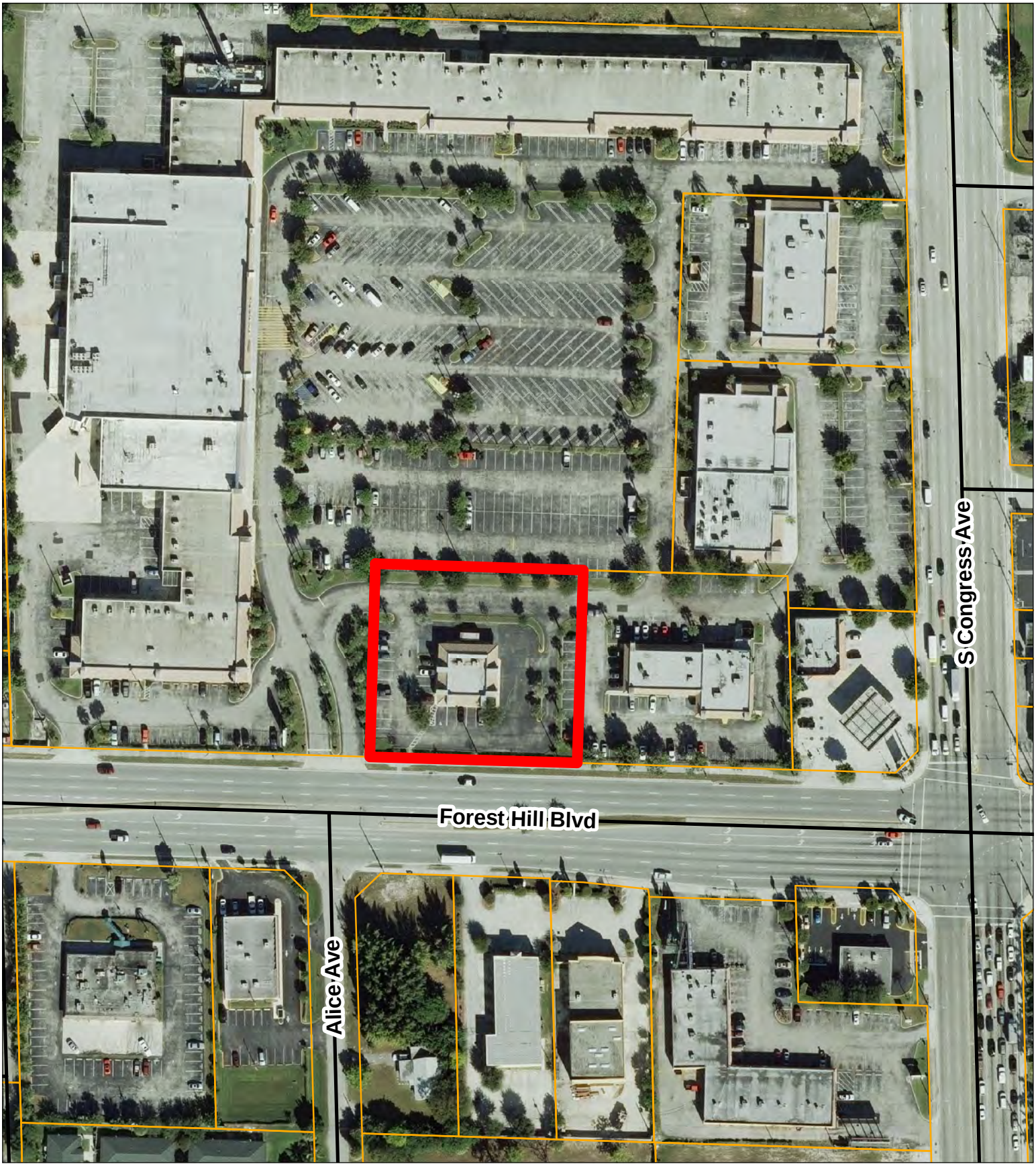
KMB/kv

cc: Iramis Cabrera

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

VILLAGE OF PALM SPRINGS

McDonalds on Forest Hill Boulevard



McDonalds

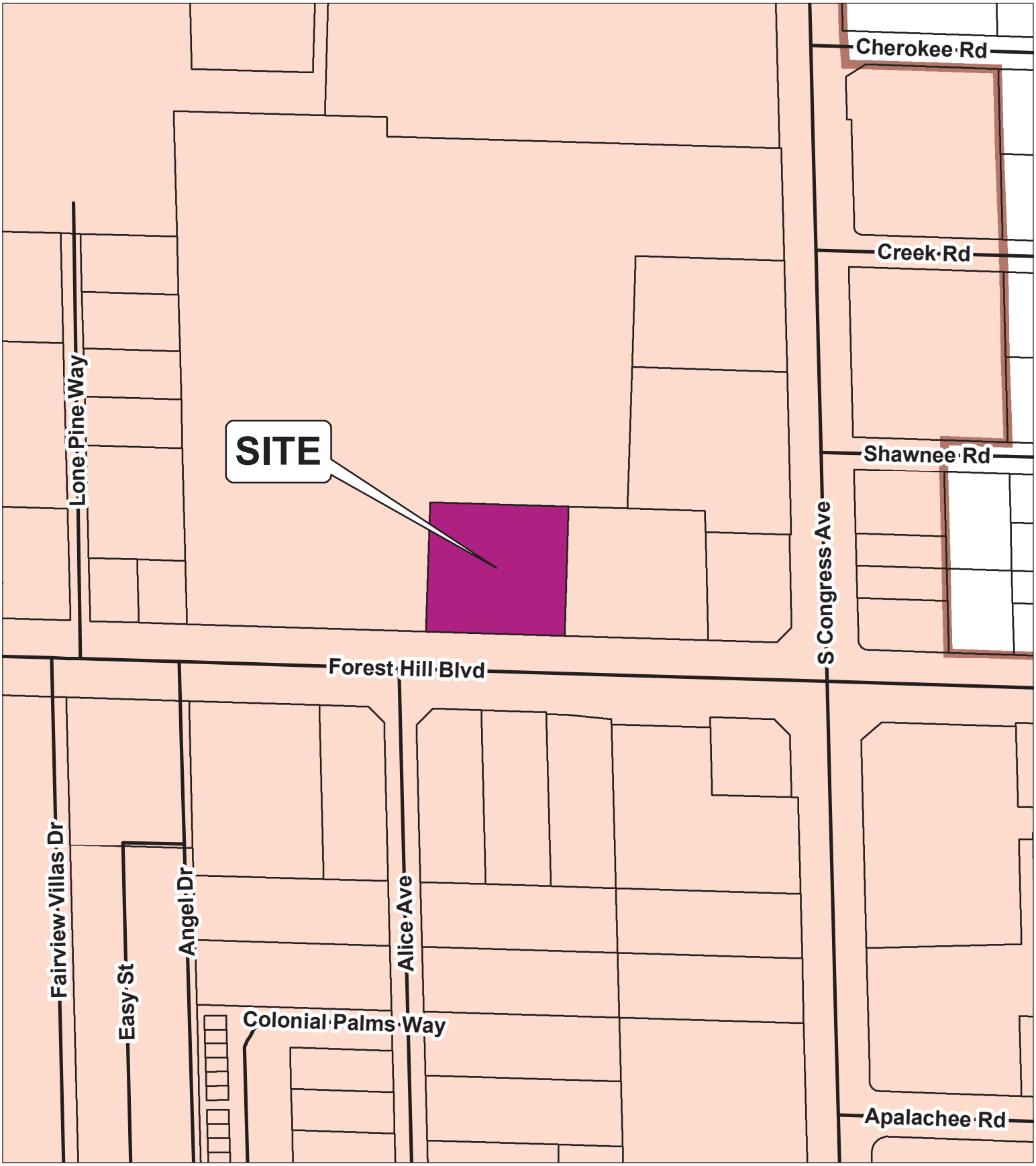
0 75 150 300 Feet

DATE: 8/23/2016

N
W E
S

VILLAGE OF PALM SPRINGS

McDonalds on Forest Hill Boulevard



McDonalds

Village Limits

0 125 250 500 Feet

DATE: 8/23/2016

N W E S

Village of Palm Springs

Executive Brief

AGENDA DATE: December 8, 2016

DEPARTMENT: Land Development

ITEM #23: Resolution 2016-84 - Final Plat - Plaza at Forest Hill - Oxygen-Forest Hill Center (Forest Hill Boulevard)

SUMMARY: CPH, agent for the propose tenant - McDonald's, has filed the preliminary plat to replat Tracts 4 and 5, part of the Oxygen-Forest Hill Center plat (as recorded in Plat Book 112, pages 71 through 74). The proposed tracts are existing outparcels within the commercial shopping center and the applicant is proposing to enlarge Tract 5 and reduce the size of Tract 4 to provide more land area for the proposed McDonald's lease area.

Note: Currently, staff is reviewing the proposed McDonald's site plan that provides for a 3,905 square foot fast food restaurant with 2 drive-thrus. From a planning and zoning perspective, Forest Hill Center is a single development project with a unified site plan; therefore, the re-creation of an outparcel does not require compliance with standards of the CG zoning district for a stand-alone parcel.

The final plat is consistent with the preliminary plat that is being considered by the Village Council (Resolution 2016-80 - December 8, 2016).

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

If approved, the final plat will be recorded in the public records of Palm Beach County prior to issuance of a Certificate of Occupancy for the proposed new fast food restaurant.

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

ATTACHMENTS:

1. Resolution No. 2016-84 Final Plat
2. Proposed Final Plat
3. Letter of Compliance Florida Statutes - Engenuity Group
4. Aerial and Location Maps

RESOLUTION NO. 2016-84

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING THE FINAL PLAT TO REPLAT TRACTS 4 AND 5, PART OF THE OXYGEN-FOREST HILL CENTER PLAT AS RECORDED IN PLAT BOOK 112, PAGES 71 THROUGH 74, LOCATED AT FOREST HILL CENTER, FOUR FLORIDA SHOPPING CENTER SUBMITTED BY CPH, AGENT FOR THE PROPOSED TENANT, MCDONALDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 15, 2016, the Land Development Board reviewed and considered the application of CPH, agents for the proposed tenant, McDonalds ("Applicant"), for approval of a Final Plat that proposes to enlarge Tract 5 and reduce Tract 4 to allow more land for the proposed McDonald's lease area; and

WHEREAS, the Village Council adopted Resolution 2016-61 on December 8, 2016, approving the Preliminary Plat; and

WHEREAS, the recommendation of the Land Development Board to approve the application, of the Final Plat and has been forwarded to the Village Council for final consideration; and

WHEREAS, the Village Council has heard this matter in public session; has considered the presentation and other evidence presented by the Applicant; has received and considered the recommendations of the Village Staff and Land Development Board; and has otherwise been fully informed regarding this matter.

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

Section 1. The Village Council of the Village of Palm Springs, Florida, having received and considered the request of the Applicant for a final plat which will replat Tracts 4 and 5, and having been otherwise fully apprised of the premises herein,

hereby approves the Final Plat, which is incorporated herein by reference.

Section 2. This Resolution shall take effect immediately upon adoption.

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

	Aye	Nay	Absent
BEV SMITH, MAYOR	☐	☐	☐
JONI BRINKMAN, VICE MAYOR	☐	☐	☐
PATTI WALLER, MAYOR PRO TEM	☐	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	☐
LIZ SHIELDS, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Resolution duly passed and adopted this _____ day of DECEMBER, 2016.

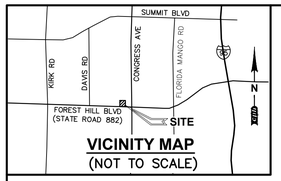
VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:
BY: _____
SUSAN M. CALJEAN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



VICINITY MAP
(NOT TO SCALE)

PLAZA AT FOREST HILL

BEING A REPLAT OF TRACT 4 AND TRACT 5 OF OXYGEN-FOREST HILL CENTER, AS RECORDED IN PLAT BOOK 112, PAGES 71 THROUGH 74, AND LYING IN SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY
Paul J. Katrek
OF
CPH, INC.
500 WEST FULTON STREET
SANFORD, FLORIDA 32771 – (407)322-6841
LICENSED BUSINESS NO. 7143

DESCRIPTION AND DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT FOUR FLORIDA SHOPPING CENTERS PROPERTIES LIMITED PARTNERSHIP, ORGANIZED UNDER THE LAWS OF THE STATE OF DELAWARE AUTHORIZED TO DO BUSINESS IN FLORIDA, OWNER OF THE LAND SHOWN HEREON AS PLAZA AT FOREST HILL; BEING A REPLAT OF TRACT 4 AND TRACT 5 OF OXYGEN-FOREST HILL CENTER, AS RECORDED IN PLAT BOOK 112, PAGES 71 THROUGH 74, AND LYING IN SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA LOCATED IN THE VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF LAND LYING IN SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST, BEING ALL OF TRACT 5 AND TRACT 4, OXYGEN-FOREST HILL CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 112, PAGES 71 THROUGH 74 INCLUSIVE OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEASTERLY MOST CORNER OF SAID TRACT 1, OXYGEN-FOREST HILL CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 112, PAGES 71 THROUGH 74 INCLUSIVE OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID POINT ALSO LYING ON THE NORTH RIGHT-OF-WAY LINE OF FOREST HILL BOULEVARD (STATE ROAD 882)(RIGHT-OF-WAY WIDTH VARIES); THENCE NORTH 01°45'52" EAST ALONG THE EAST LINE OF SAID TRACT 1 A DISTANCE OF 200.00 FEET; THENCE SOUTH 88°14'08" EAST ALONG THE SOUTHERLY LINE OF TRACT 1 AND TRACT 3 OF SAID PLAT, A DISTANCE OF 426.69 FEET; THENCE DEPARTING SAID SOUTHERLY LINE SOUTH 01°28'16" EAST A DISTANCE OF 200.32 FEET TO A POINT LYING ON THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE OF FOREST HILL BOULEVARD; THENCE ALONG THE SAID NORTH RIGHT-OF-WAY LINE NORTH 88°14'08" WEST, A DISTANCE OF 438.00 FEET TO THE POINT OF BEGINNING.

HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE AS FOLLOWS:

1. PALM BEACH COUNTY UTILITY EASEMENT:

THE PALM BEACH COUNTY UTILITY EASEMENT IDENTIFIED ON THE PLAT HEREON IS AN EXCLUSIVE EASEMENT AND IS HEREBY DEDICATED IN PERPETUITY TO PALM BEACH COUNTY, IT'S SUCCESSORS AND ASSIGNS. FOR THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, EXPANSION AND REPLACEMENT OF POTABLE WATER PIPELINES, RAW WATER PIPELINES, WASTEWATER PIPELINES, RECLAIMED WATER PIPELINES, AND RELATED APPURTENANCES. THE MAINTENANCE OF THE LAND UNDERLYING THIS EASEMENT SHALL BE A PERPETUAL OBLIGATION OF THE PROPERTY OWNER. IF OTHERWISE APPROVED BY PALM BEACH COUNTY, NO BUILDINGS, STRUCTURES, IMPROVEMENTS, TREES, WALLS OR FENCES SHALL BE INSTALLED WITHIN THIS EASEMENT WITHOUT THE PRIOR WRITTEN APPROVAL OF THE PALM BEACH COUNTY WATER UTILITIES DEPARTMENT, ITS SUCCESSORS AND ASSIGNS.

IN WITNESS WHEREOF, THE ABOVE NAMED LIMITED PARTNERSHIP HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS PRESIDENT AND ATTESTED TO BY ITS OTHER CORPORATE OFFICER NAMED BELOW AND ITS CORPORATE SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS,

THIS ____ DAY OF _____ 2016.

FOUR FLORIDA SHOPPING CENTERS PROPERTIES LIMITED PARTNERSHIP,
A DELAWARE LIMITED PARTNERSHIP

BY: H J BROWN FLORIDA PROPERTIES
MANAGEMENT, INC. A FLORIDA CORPORATION

SIGNED AND SEALED IN
THE PRESENCE OF:

_____ By: _____
WITNESS (SIGNATURE) CATHERINE NELSON BROWN
Its: PRESIDENT

_____
PRINTED OR TYPED NAME

ACKNOWLEDGMENT:

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME PERSONALLY APPEARED _____CATHERINE NELSON BROWN_____ WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT OF FOUR FLORIDA SHOPPING CENTERS PROPERTIES LIMITED PARTNERSHIP, A LIMITED PARTNERSHIP, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT SHE EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID LIMITED PARTNERSHIP AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATION, AND THAT SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID LIMITED PARTNERSHIP AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID LIMITED PARTNERSHIP.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2016 WHEREOF.

My Commission Expires: _____

_____
SIGNATURE OF NOTARY PUBLIC
PRINTED NAME: _____

NOTARY PUBLIC, STATE OF _____

NOTICE

ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.

NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

TITLE CERTIFICATION:

STATE OF _____Florida_____

COUNTY OF _____Broward_____

I/WE, FIRST AMERICAN TITLE INSURANCE COMPANY , DO HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT WE FIND THE TITLE TO THE HEREON DESCRIBED PROPERTY IS VESTED IN FOUR FLORIDA SHOPPING CENTERS PROPERTIES LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP; THAT THE CURRENT TAXES HAVE BEEN PAID; AND THAT ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOR OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON; AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATED: ___/_____/_____ BY: _____

PRINT NAME: ASHLEY LOWDER_____

TITLE: VICE PRESIDENT_____

REVIEWING SURVEYOR'S APPROVAL

THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH CHAPTER 177.081 (1) F.S. TO DETERMINE THAT ALL DATA REQUIRED BY CHAPTER 177 F.S. IS SHOWN. WHILE RANDOM CHECKS OF GEOMETRIC DATA REFLECT ITS ADEQUACY, NO REPRESENTATION OF THE FULL VERIFICATION OF SAID DATA IS MADE.

REVIEWING SURVEYOR: _____
KEVIN M. BECK
PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NO. LS# 6168, STATE OF FLORIDA

APPROVALS

VILLAGE OF PALM SPRINGS
COUNTY OF PALM BEACH, FLORIDA

THIS PLAT IS HEREBY APPROVED FOR RECORD BY THE VILLAGE OF PALM SPRINGS, FLORIDA THIS ___ DAY OF _____, 2016.

BY: _____ ATTESTED BY: _____
BEV SMITH, MAYOR SUSAN CALJEAN, VILLAGE CLERK

VILLAGE ENGINEER
THIS PLAT IS HEREBY APPROVED FOR RECORD DATED THIS ___ DAY OF _____, 2016.

BY: _____
LISA A TROPEPE

PLAT NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE MONUMENTED NORTH RIGHT-OF-WAY LINE OF FOREST HILL BOULEVARD, ACCORDING TO OXYGEN-FOREST HILL CENTER, PLAT BOOK 112, PAGES 71-74, AS BEING N 88°14'08" W.
2. ■ DENOTES A SET PERMANENT REFERENCE MONUMENT, A 4 INCH BY 4 INCH CONCRETE MONUMENT WITH "LB 7143 P.R.M." CAP UNLESS OTHERWISE NOTED.
3. ● DENOTES A SET PERMANENT REFERENCE MONUMENT PK NAIL AND DISC STAMPED "LB 7143 P.R.M." UNLESS OTHERWISE NOTED.
4. ↘ DENOTES A CHANGE IN DIRECTION.
5. ALL LINES ARE NON-RADIAL UNLESS OTHERWISE DENOTED AS (R).
6. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
7. ERROR OF CLOSURE DOES NOT EXCEED 1 FOOT IN 10,000 FEET.
8. STATE PLANE INFORMATION SHOWN HEREON IS BASED ON THE NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT), USING CONTROL POINTS FROM TABULATION SHEETS PUBLISHED BY FLORIDA DEPARTMENT OF TRANSPORTATION, FINANCIAL PROJECT NO. 229817-1-52-01, DATED NOVEMBER 15, 2004.
   a) POINT NAME # "BLC 14" =
      N 843484.172 FEET, E 951165.663 FEET
   b) POINT NAME # "BLC 18" =
      N 844841.975 FEET, E 959489.453 FEET
9. THE APPROVAL OF A REPLAT BY THE GOVERNING BODY OF A LOCAL GOVERNMENT, WHICH ENCOMPASSES LANDS EMBRACED IN ALL OR A PART OF A PRIOR PLAT FILED OF PUBLIC RECORD SHALL, UPON RECORDATION OF THE REPLAT, AUTOMATICALLY AND SIMULTANEOUSLY VACATE AND ANNUL ALL OF THE PRIOR PLAT ENCOMPASSED BY THE REPLAT.

ABBREVIATION LEGEND:

(BB)	–	BEARING BASIS
©	–	COPYRIGHT
CM	–	CONCRETE MONUMENT
C	–	CHORD DISTANCE
(C)	–	CALCULATED
CCR	–	CERTIFIED CORNER RECORD
CB	–	CHORD BEARING
Δ	–	DELTA (CENTRAL ANGLE)
ESMT	–	EASEMENT
FATIC	–	FIRST AMERICAN TITLE INSURANCE COMPANY
F.D.O.T.	–	FLORIDA DEPARTMENT OF TRANSPORTATION
FND	–	FOUND
FPC	–	FLORIDA POWER CORPORATION
HWY	–	HIGHWAY
ID	–	IDENTIFICATION
IR&C	–	IRON REBAR & CAP
L	–	ARC LENGTH
LB#	–	LICENSED BUSINESS NUMBER
MB	–	MAP BOOK
N & D	–	NAIL AND DISK
NO.	–	NUMBER
ORB	–	OFFICIAL RECORDS BOOK
PC	–	POINT OF CURVATURE
PCC	–	POINT OF COMPOUND CURVATURE
PG	–	PAGE
PGS	–	PAGES
PI	–	POINT OF INTERSECTION
PK	–	PARKER KALON
POB	–	POINT OF BEGINNING
POL	–	POINT ON LINE
PRM	–	PERMANENT REFERENCE MONUMENT
PRC	–	POINT OF REVERSE CURVATURE
PT	–	POINT OF TANGENCY
PUE	–	PUBLIC UTILITY EASEMENT
R	–	RADIUS
R/W	–	RIGHT-OF-WAY
R43E	–	RANGE 43 EAST
SEC 7	–	SECTION 7
T44S	–	TOWNSHIP 44 SOUTH
US	–	UNITED STATES
#	–	NUMBER
W/	–	WITH

10. THIS PLAT IS SUBJECT TO THE FOLLOWING MATTERS AS LISTED ON CERTIFICATE OF TITLE INFORMATION FOR THE FILING OF A SUBDIVISION PLAT FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO.:1062-3521162:

A. PUBLIC UTILITY EASEMENT GRANTED TO B. W. SIMPKINS, AS TRUSTEE UNDER THE B.W. SIMPKINS TRUST AGREEMENT DATED OCTOBER 4, 1976 AND F. A. SHERIFF, AS TRUSTEE UNDER THE F. A. SHERIFF TRUST AGREEMENT DATED AUGUST 2, 1986 RECORDED AUGUST 19, 1985 IN OFFICIAL RECORDS BOOK 4628, PAGE 203, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

B. EASEMENT GRANTED TO THE COUNTY OF PALM BEACH RECORDED MARCH 14, 1996 IN OFFICIAL RECORDS BOOK 9164, PAGE 946, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (BLANKET)

C. PLAT OF OXYGEN-FOREST HILL CENTER, AS RECORDED FEBRUARY 13, 2009 IN PLAT BOOK 112, PAGES 71 THROUGH 74, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

D. RECIPROCAL ACCESS EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS BY AND BETWEEN FOUR FLORIDA SHOPPING CENTERS PROPERTIES LIMITED PARTNERSHIP AND OXYGEN HOLDINGS, LLC RECORDED APRIL 28, 2009 IN OFFICIAL RECORDS BOOK 23200, PAGE 117, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

E. EASEMENT GRANTED TO FLORIDA POWER & LIGHT COMPANY RECORDED JULY 20, 2009 IN OFFICIAL RECORDS BOOK 23343, PAGE 607, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

F. EASEMENT GRANTED TO FLORIDA PUBLIC UTILITIES COMPANY RECORDED MAY 13, 2015 IN OFFICIAL RECORDS BOOK 27532, PAGE 1168, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. (BLANKET)

G. RESTRICTIONS, CONDITIONS AND BUILDING SET BACK LINES, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 UNITED STATES CODE 3604(C), SET FORTH IN THOSE DEEDS FROM KENYON RIDDLE AND KATHRYN RIDDLE, HIS WIFE AS FOLLOWS:

I) DEED RECORDED APRIL 1, 1946 IN DEED BOOK 756, PAGE 560 AND CORRECTIVE DEED RECORDED JULY 1, 1954 IN DEED BOOK 1058, PAGE 633, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

II) DEED RECORDED MARCH 7, 1947 IN DEED BOOK 800, PAGE 375, CORRECTIVE DEED RECORDED NOVEMBER 9, 1954 IN DEED BOOK 1070, PAGE 519 AND CORRECTIVE DEED RECORDED NOVEMBER 9, 1954 IN DEED BOOK 1070, PAGE 521, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

III) DEED RECORDED DECEMBER 3, 1947 IN DEED BOOK 829, PAGE 148 AND CORRECTIVE DEED RECORDED JUNE 3, 1955 IN DEED BOOK 1095, PAGE 692, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

IV) DEED RECORDED DECEMBER 3, 1948 IN DEED BOOK 861, PAGE 412 AND CORRECTIVE DEED RECORDED NOVEMBER 9, 1954 IN DEED BOOK 1070, PAGE 519, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

H. NOTICE OF LIEN PROHIBITION BY FOUR FLORIDA SHOPPING CENTERS PROPERTIES LIMITED PARTNERSHIP RECORDED APRIL 13, 2005 IN OFFICIAL RECORDS BOOK 18403, PAGE 373, AS AMENDED BY NOTICE OF LIEN PROHIBITION (AMENDED TO CHANGE ADDRESS OF LESSOR) RECORDED JANUARY 9, 2008 IN OFFICIAL RECORDS BOOK 22373, PAGE 163, AS AFFECTED BY PARTIAL RELEASE OF NOTICE OF LIEN PROHIBITION RECORDED APRIL 13, 2009 IN OFFICIAL RECORDS BOOK 23174, PAGE 737, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

I. DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND SERVITUDES FOR FOREST HILL SHOPPING CENTER RECORDED APRIL 13, 2009 IN OFFICIAL RECORDS BOOK 23174, PAGE 993, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

J. WATER MANAGEMENT AGREEMENT BETWEEN FOUR FLORIDA SHOPPING CENTERS PROPERTIES LIMITED PARTNERSHIP AND OXYGEN HOLDINGS, LLC RECORDED APRIL 28, 2009 IN OFFICIAL RECORDS BOOK 23200, PAGE 129, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

K. NOTICE OF ENVIRONMENTAL RESOURCE OF SURFACE WATER MANAGEMENT PERMIT RECORDED MAY 21, 2009 IN OFFICIAL RECORDS BOOK 23242, PAGE 421, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, PAUL J. KATREK BEING A LICENSED AND REGISTERED SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT ON MAY 12, 2016, HE COMPLETED THE SURVEY OF THE LANDS AS SHOWN IN THE FOREGOING PLAT; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS THEREIN DESCRIBED AND PLATTED; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON, AND THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART I FLORIDA STATUTES; AND THAT SAID LAND IS LOCATED IN THE VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA.

Dated _____

Signature _____

Name _____ Reg.No. 6233
Paul J. Katrek
Professional Surveyor and Mapper
Florida Registration No. 6233

REVIEWING SURVEYOR'S SEAL | VILLAGE ENGINEER SEAL | CORPORATE SEAL | VILLAGE OF PALM SPRINGS SEAL | SURVEYOR'S SEAL

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Sanford, FL 32771
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PLAZA AT FOREST HILL

BEING A REPLAT OF TRACT 4 AND TRACT 5 OF OXYGEN-FOREST HILL CENTER, AS RECORDED IN PLAT BOOK 112, PAGES 71 THROUGH 74, AND LYING IN SECTION 7, TOWNSHIP 44 SOUTH, RANGE 43 EAST
VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY
Paul J. Katrek
OF
CPH, INC.
500 WEST FULTON STREET
SANFORD, FLORIDA 32771 – (407)322-6841
LICENSED BUSINESS NO. 7143

LINE TABLE:

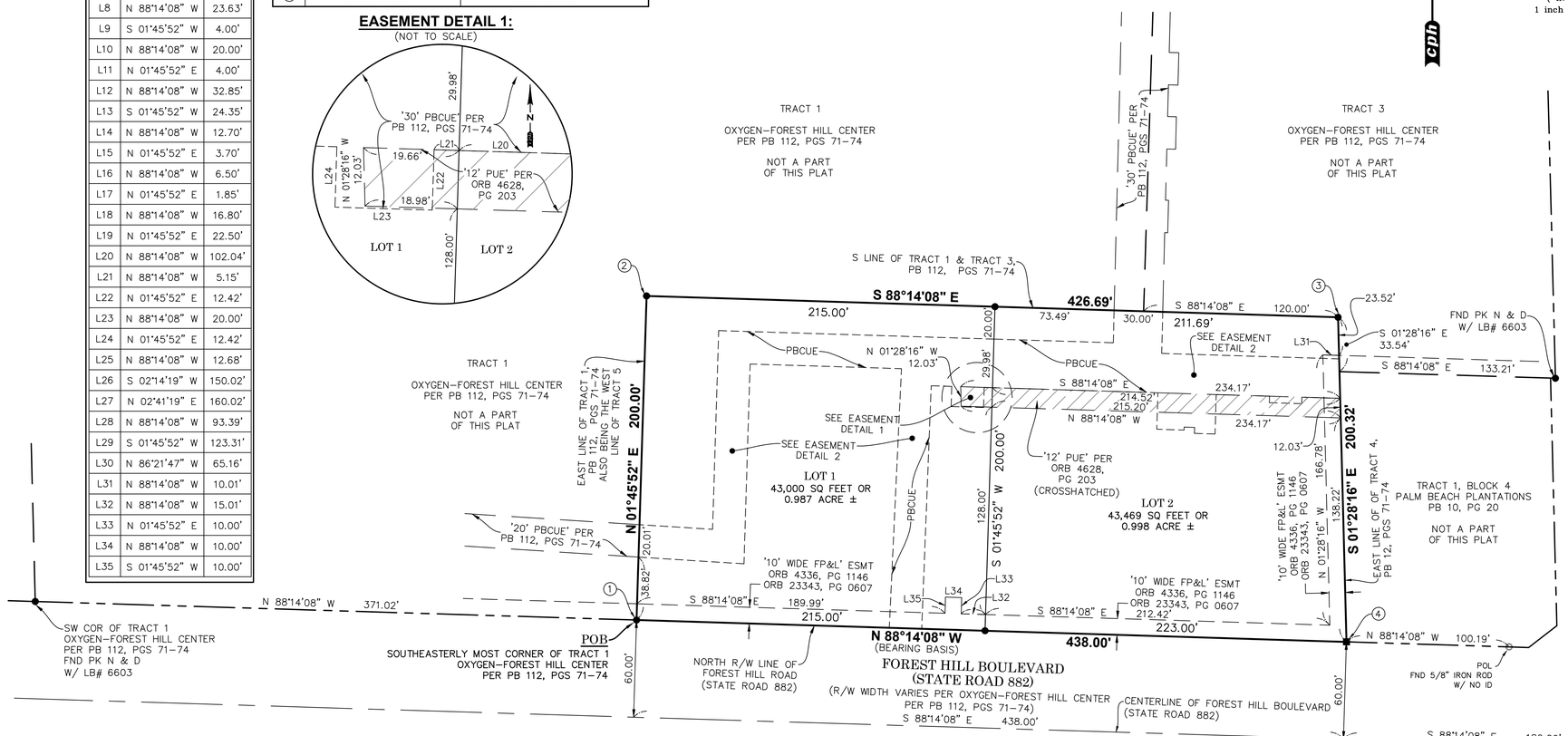
LINE	BEARING	LENGTH
L1	S 86°21'47" E	45.15'
L2	N 01°45'52" E	122.65'
L3	S 88°14'08" E	169.88'
L4	S 88°14'08" E	73.60'
L5	N 01°26'18" E	20.00'
L6	S 01°26'18" W	25.65'
L7	S 88°14'08" E	109.51'
L8	N 88°14'08" W	23.63'
L9	S 01°45'52" W	4.00'
L10	N 88°14'08" W	20.00'
L11	N 01°45'52" E	4.00'
L12	N 88°14'08" W	32.85'
L13	S 01°45'52" W	24.35'
L14	N 88°14'08" W	12.70'
L15	N 01°45'52" E	3.70'
L16	N 88°14'08" W	6.50'
L17	N 01°45'52" E	1.85'
L18	N 88°14'08" W	16.80'
L19	N 01°45'52" E	22.50'
L20	N 88°14'08" W	102.04'
L21	N 88°14'08" W	5.15'
L22	N 01°45'52" E	12.42'
L23	N 88°14'08" W	20.00'
L24	N 01°45'52" E	12.42'
L25	N 88°14'08" W	12.68'
L26	S 02°14'19" W	150.02'
L27	N 02°41'19" E	160.02'
L28	N 88°14'08" W	93.39'
L29	S 01°45'52" W	123.31'
L30	N 86°21'47" W	65.16'
L31	N 88°14'08" W	10.01'
L32	N 88°14'08" W	15.01'
L33	N 01°45'52" E	10.00'
L34	N 88°14'08" W	10.00'
L35	S 01°45'52" W	10.00'

STATE PLANE COORDINATES SCHEDULE

	NORTHING	EASTING
①	843411.1183	953404.9180
②	843611.0202	953411.1814
③	843597.6575	953837.6621
④	843397.4014	953842.7031

EASEMENT DETAIL 1:

(NOT TO SCALE)

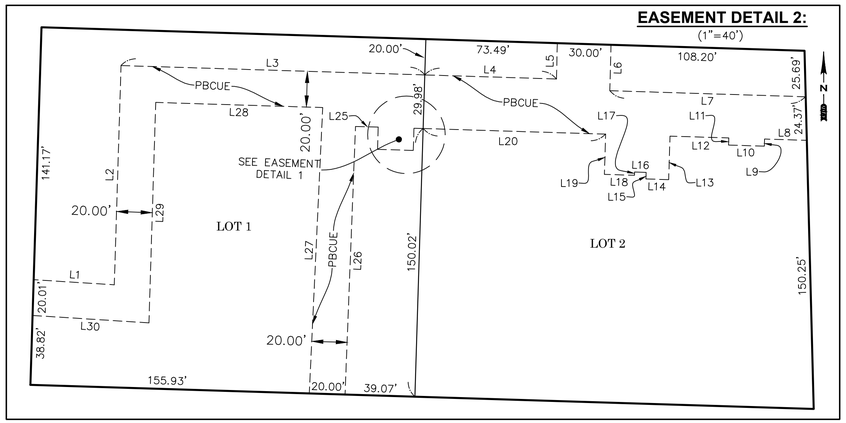


GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

EASEMENT DETAIL 2:

(1"=40')



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

September 7, 2016

Ms. Kim Glas-Castro
Land Development Director
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
(*Via E-Mail: kglas-castro@vpsfl.org)*

RE: Plaza at Forest Hill
Third Plat Review
Engenuity Group Project No. 6001.04.06

Dear Ms. Glas-Castro:

This is the third review of this Plat. This review is done for compliance pursuant to Chapter 177, Florida Statutes and the Village of Palm Spring's approved Plat language. All of our previous comments have been adequately addressed. The survey is now in compliance with Chapter 177, Florida Statutes.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Kevin M. Beck, P.S.M.
Director of Survey

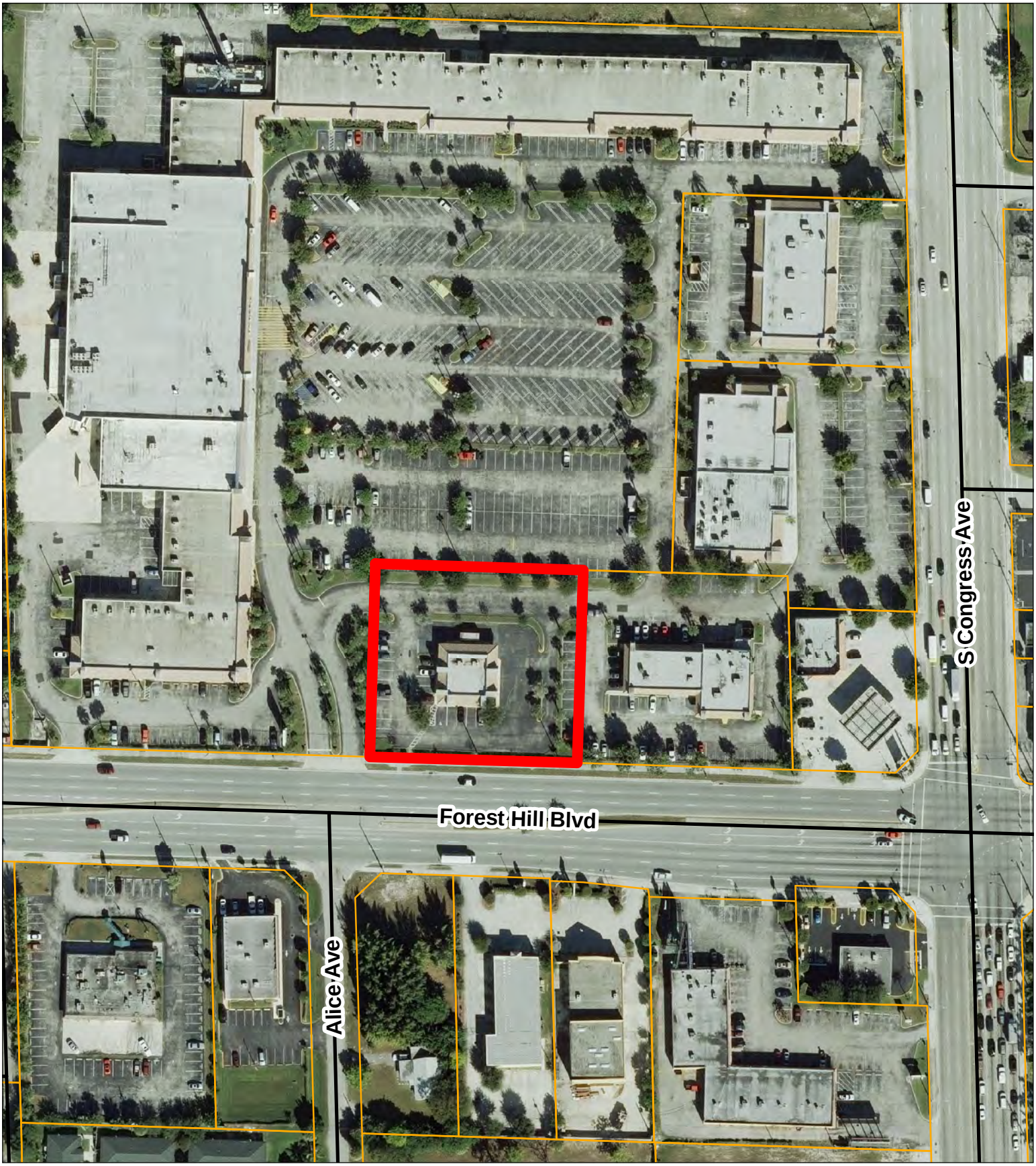
KMB/kv

cc: Iramis Cabrera

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

VILLAGE OF PALM SPRINGS

McDonalds on Forest Hill Boulevard



McDonalds

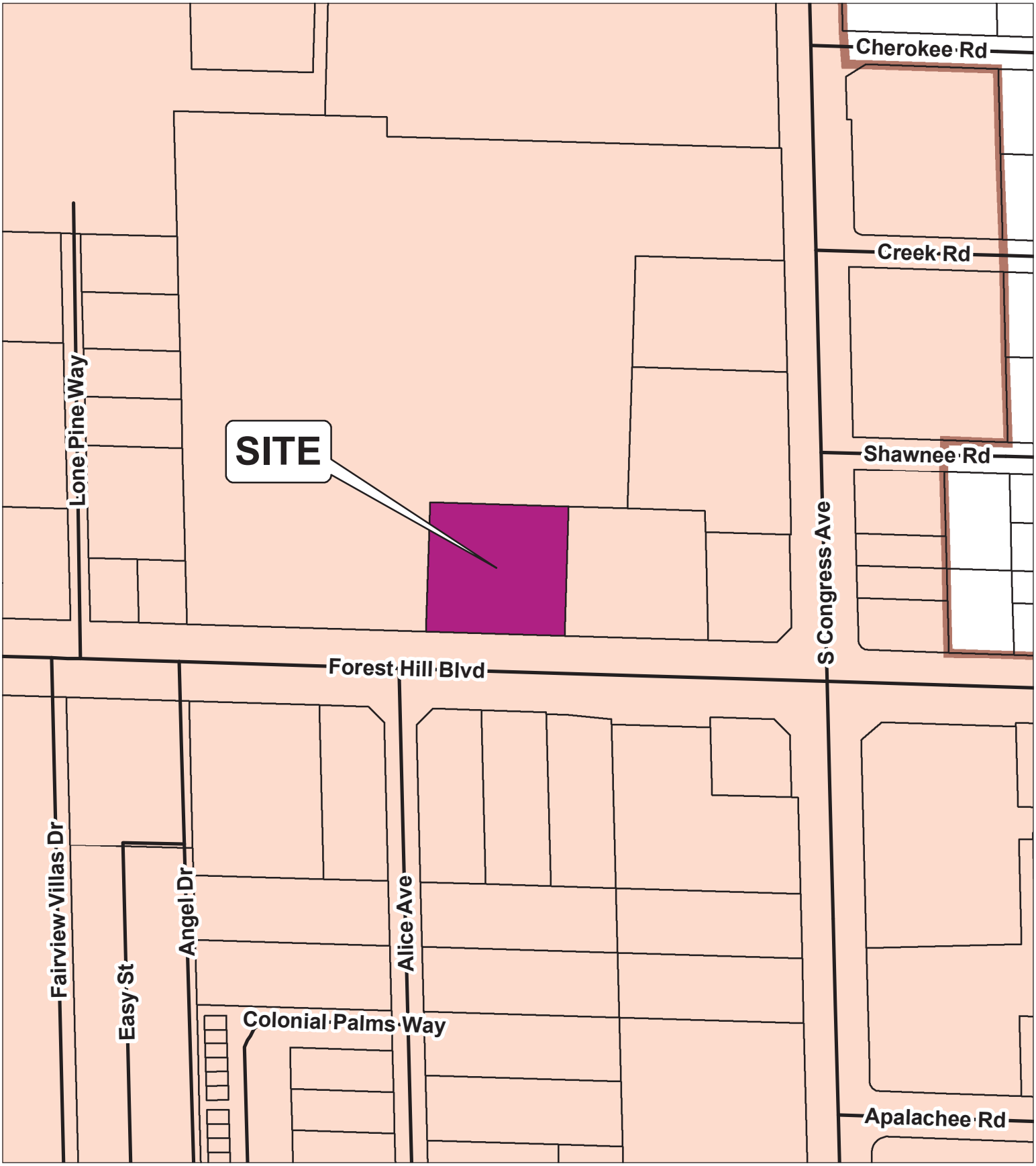
0 75 150 300 Feet

DATE: 8/23/2016

N
W E
S

VILLAGE OF PALM SPRINGS

McDonalds on Forest Hill Boulevard



McDonalds

Village Limits

0 125 250 500 Feet

DATE: 8/23/2016

N W E S

Village of Palm Springs

Executive Brief

AGENDA DATE: December 8, 2016

DEPARTMENT: Police Department

ITEM #24: 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.

The proposed ordinance was approved on 1st reading on November 10, 2016, and is being presented for 2nd and final reading.

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

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.

(1~~1~~2) No one shall loiter outside the nightclub at any time whether the establishment is open or closed.

(1~~2~~3) 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:

	Aye	Nay	Absent
BEV SMITH, MAYOR	☐	☐	☐
JONI BRINKMAN, VICE MAYOR	☐	☐	☐
PATTI WALLER, MAYOR PRO TEM	☐	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	☐
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: December 8, 2016

DEPARTMENT: Land Development

ITEM #25: Ordinance No. 2016-21 - Village Code Amendment - Chapter 34 - Land Development - Various Sections

SUMMARY: The Land Development Department is recommending various amendments to the Village's Land Development Code (Chapter 34) to assist the Village in meeting our objectives to promote economic (re-)development, encourage more attractive commercial corridors and maintain the value of our residential properties.

The proposed Code amendments are located within several articles of the Land Development Code and include the following:

- Clarification of the maximum impervious area allowed on RS and RM properties (i.e., driveways, patios, swimming pools, etc.) to protect open space and pervious areas to prevent flooding
- Codification of the driveway setback, which has been required through permitting as a matter of policy
- Supplemental regulations on accessory site elements to improve the aesthetics of our commercial corridors by restricting accessory site elements (i.e., vending machines, utility facilities and bollards) that have been required through site plan review as a matter of past policy
- Remedial action required for illegal tree removal and improper pruning, which has been required as a matter of policy
- Clarification that conditions of approval, site plan requirements, and annexation agreements are enforceable through the code compliance process

The Land Development Board held workshop on the proposed amendments during its October 10, 2016 meeting to provide direction on the proposed amendments. They considered the proposed amendments during their November 15, 2016 meeting and recommended approval.

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

If approved on 1st reading, the proposed ordinance will be considered for 2nd and final reading by the Village Council on January 12, 2017.

FISCAL IMPACT:
The proposed request does not have a direct fiscal impact to the Village.

ATTACHMENTS:

1. Proposed Ordinance 2016-21 - Chapter 34 - Land Development

ORDINANCE NO. 2016-21

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 34 "LAND DEVELOPMENT", ARTICLE III "LANDSCAPING", DIVISION 4 "MAINTENANCE", SECTION 34-224 "REPLACEMENT OF VEGETATION" AND SECTION 34-226 "PRUNING TREES", TO PROVIDE FOR REPLACEMENT OF REQUIRED TREES; ARTICLE VI "LAND USE", DIVISION 1 "GENERALLY", SECTION 34-572 "VIOLATIONS", TO CLARIFY VIOLATIONS; DIVISION 6 "DISTRICT REGULATIONS", SUBDIVISION II "RS RESIDENTIAL SINGLE-FAMILY", SECTION 34-746 "PROPERTY DEVELOPMENT REGULATIONS" AND SUBDIVISION III "RM RESIDENTIAL MULTIPLE-FAMILY", SECTION 34-766 "PROPERTY DEVELOPMENT REGULATIONS", TO CLARIFY MAXIMUM IMPERVIOUS AREA AND DRIVEWAY SETBACKS; SUBDIVISION V "CG COMMERCIAL GENERAL", SECTION 34-828 "SUPPLEMENTAL REGULATIONS", TO ADD SUPPLEMENTAL REGULATIONS RELATED TO VENDING MACHINES; DIVISION 7 "SUPPLEMENTAL DISTRICT REGULATIONS", SUBDIVISION 1 "IN GENERAL", SECTION 34-881 "LANDSCAPING AND PAVING", TO CLARIFY DRIVEWAY SETBACKS; SECTION 34-892 "ACCESSORY USES, BUILDINGS AND STRUCTURES", TO ADD STANDARDS FOR ACCESSORY USES AND IMPROVEMENTS; SUBDIVISION II "RECREATIONAL VEHICLES, COMMERCIAL VEHICLES AND SIMILAR VEHICLES", SECTION 34-914 "PARKING IN SINGLE-FAMILY RESIDENTIAL LAND USE DISTRICTS; USE OF PORTABLE STORAGE CONTAINERS AND ROLL-OFF DUMPSTERS IN ALL ZONING DISTRICTS", TO CLARIFY MAXIMUM IMPERVIOUS AREA; 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 clarify property standards, promote open space and pervious area, protect aesthetics, provide standards for accessory uses and improvements to property, and promote proper pruning and preservation of mature tree canopy within the Village; and

WHEREAS, the Land Development Board has found this ordinance to be consistent with the Village's Comprehensive Plan and recommended approval; and

WHEREAS, the Village Council has reviewed the recommended ordinance and has determined that it is in the best interests and general welfare of the Village to adopt this Ordinance.

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

Section 1. The foregoing recitals are incorporated herein as true and correct findings of fact of the Village Council, and serve as a basis for adoption of this Ordinance.

Section 2. Chapter 34 "Land Development", Article III "Landscaping", Division 4 "Maintenance", Section 34-224 "Replacement of vegetation", is hereby amended as follows:

Sec. 34-224. - Replacement of vegetation.

Any vegetation, including a tree, shall be replaced with plants of the same or similar species and size if it dies or becomes diseased, is removed without a Village permit, or is subject of tree abuse, including hatracking. Where such dead/abused vegetation is within a required landscape buffer, or within an existing area of native vegetation preserved under a landscaping plan, and where replacement in kind is impractical due to the size or other characteristics of the trees/native vegetation, a revised landscaping plan shall be submitted and approved prior to replacement of all or part of the required trees and/or native vegetation. In such case, replacement of the trees/native vegetation should be designed to provide the same quality of buffering and tree canopy as was provided by the trees/native vegetation. If the site cannot support the total number of required replacement trees as determined herein, the Village may permit the owner to mitigate by donating excess trees to the village for planting on public lands at the owner's expense; by contributing to the village the monies equivalent to such required replacement trees per the most recent edition of *Valuation of Landscape Trees, Shrubs, and Other Plants: A Guide to the Methods and Procedures for Appraising Amenity Plants* , prepared by the council of tree and landscape appraisers and published by the international society of arboriculture; or by permitting the required replacement trees to be placed upon other lands owned by the same property owners.

Section 3. Chapter 34 "Land Development", Article III "Landscaping", Division 4 "Maintenance", Section 34-226 "Pruning Trees", is hereby amended as follows:

Sec. 34-226. – Pruning trees.

Trees may be pruned in order to allow for healthy uniform growth, but may not be severely pruned for such nongrowth related purposes as improving visibility of signs or other features. Severely cutting back lateral branches or hatracking is prohibited.

Such tree abuse is subject to remedial action, including replacement of the damaged tree(s) with a tree(s) of like caliper and species per Section 34-224, and may be subject of fines per Section 2-235. Pruning shall be performed in accordance with the latest standards of the National Arborist Association. Removal of limbs or foliage which presents a hazard to structures or power lines is permitted, but shall be limited to the degree of pruning necessary to accomplish the removal of the hazard. Where a tree or other vegetation poses public health and safety problems, such as blocking visibility at an entrance or street intersection or removal of hazards to a power line, the tree should be replaced with a more appropriate species.

Section 4. Chapter 34 "Land Development", Article VI "Land Use", Division 1 "Generally", Section 34-572 "Violations", is hereby amended as follows:

Sec. 34-572. - Violations.

~~(a) Any person who violates this article or fails to comply with any of its requirements shall be guilty of an offense.~~

~~(b) The owner or tenant of any building, structure or premises, or part thereof, and any architect, builder, contractor, agent or other person who commits, participates in, assists in or maintains such violation may be found guilty of a separate offense.~~

~~(c) Nothing contained in this section shall prevent the village from taking such other lawful action as is necessary to prevent or remedy any violations.~~

Any violation or non-compliance of any provision of Chapter 34 or any violation or non-compliance with any order, license, permit, annexation agreement, site/landscape plan, approval, or any condition placed on any permit or any approval, issued by the council, a board or administratively shall be deemed a violation of this code and shall be subject to the village's code compliance process as well as any other legal action available to the village including, but not limited to, injunctive relief.

Section 5. Chapter 34 "Land Development", Article VI "Land Use", Division 6 "District Regulations", Subdivision II "RS Residential Single-Family", Section 34-746 "Property development regulations", is hereby amended as follows:

Sec. 34-746. – Property development regulations.

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(9) Minimum side yard (interior): 7.5 feet, except utility sheds as set forth in section 34-892(d) and driveways as set forth in section 34-881.

(10) Minimum side yard (corner): 25 feet, except utility sheds as set forth in section 34-892(d) and driveways as set forth in section 34-881.

….

(12) Maximum impervious or semi-impervious surface: 60 percent

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Section 6. Chapter 34 "Land Development", Article VI "Land Use", Division 6 "District Regulations", Subdivision III "RM Residential Multiple-Family", Section 34-766 "Property development regulations", is hereby amended as follows:

Sec. 34-766. – Property development regulations.

….

(9) Minimum side yard (interior):15 feet, except for utility sheds as set forth in section 34-892(d) and driveways as set forth in section 34-881.

(10) Minimum side yard (corner):20 feet, except for utility sheds as set forth in section 34-892(d) and driveways as set forth in section 34-881.

….

(12) Maximum impervious or semi-impervious surface: 55 percent

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Section 7. Chapter 34 "Land Development", Article VI "Land Use", Division 6 "District Regulations", Subdivision V "CG Commercial General", Section 34-828 "Supplemental regulations" is hereby amended as follows:

Sec. 34-828 – Supplemental Regulations

….

(d) *Vending Machines.* Vending machines, including ice boxes and propane tank dispensers, are encouraged to be accommodated inside the building. Outside placement of such machines shall be screened from public view with landscaping or a solid barrier, in a manner that maintains clear access, and shall be depicted on a Village-approved site plan.

(e) ~~(d)~~ Additional requirements for the CG commercial general land development district shall be as set forth in Division 7 of this article.

Section 8. Chapter 34 “Land Development”, Article VI “Land Use”, Division 7 “Supplemental District Regulations”, Subdivision I “In General”, Section 34-881 “Landscaping and paving”, is hereby amended as follows:

Sec. 34-881. - Landscaping and paving.

Landscaping requirements for residential, commercial and other allowable uses shall conform to the requirements established in article III of this chapter. The maximum area of impervious and semi-pervious parking surface in the front yard of any residential zoning district, shall be 40 percent, unless the front yard shall contain a semicircular driveway in which event, the maximum area of impervious and semi-pervious parking surface shall be 60 percent of the front yard. Driveways shall be setback a minimum of three feet (3’) from side yards to accommodate sodded or landscaped pervious area along the perimeter of each parcel between the driveway and the property line.

Section 9. Chapter 34 “Land Development”, Article VI “Land Use”, Division 7 “Supplemental District Regulations”, Subdivision I “In General”, Section 34-892 “Accessory uses, buildings and structures”, is hereby amended as follows:

Sec. 34-892. - Accessory uses, buildings and structures.

….

(e) *Bollards.* Access barriers, pedestrian protection devices, and vehicle guards, all commonly referred to as “bollards” shall be comprised of decorative or ornamental posts that complement the architectural style, material and/or color of the principal structure.

(f) *Utility/Mechanical Equipment Boxes.* All mechanical equipment and utility facilities shall be screened from view with landscaping, fence or walls. Equipment boxes that cannot be fully screened shall be wrapped with a decorative vinyl wrap. Corner properties located at a signalized intersection shall include the traffic control box in the aesthetic program. The design of vinyl wraps shall be approved by the Land Development Director, and shall not include commercial messages or logos.

Section 10. Chapter 34 “Land Development”, Article VI “Land Use”, Division 7 “Supplemental District Regulations”, Subdivision II “Recreational Vehicles, Commercial Vehicles and Similar Vehicles”, Section 34-914 “Parking in single-family residential land use districts; use of portable storage containers and roll-off dumpsters in all zoning districts”, is hereby amended as follows:

Sec. 34-914. - Parking in single-family residential land use districts; use of portable storage containers and roll-off dumpsters in all zoning districts.

……

(f) The maximum area of impervious and semipervious parking surface in the front yard in any residential zoning district, shall be 40 percent, unless the front yard shall contain a semicircular driveway, in which event, the maximum area of impervious and semipervious parking surface shall be 60 percent of the front yard. Paver blocks set in sand shall only be considered as 25 percent pervious and 75 percent impervious. See Section 34-881 also.

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Section 11. Codification. This ordinance shall be codified in the Code of Ordinances of the Village of Palm Springs, Florida.

Section 12. Repeal of Conflicting Ordinances. All ordinances, resolutions or parts of ordinances and resolutions in conflict with this Ordinance are hereby repealed.

Section 13. 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 14. 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	☐	☐	☐
JONI BRINKMAN, VICE MAYOR	☐	☐	☐
PATTI WALLER, MAYOR PRO TEM	☐	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	☐

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