

WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY Monday, February 08, 2021 Board Meeting

1280 N. Congress Ave. Suite 215 West Palm Beach FL 33409

NOTE: Agenda Summary (Pages 3-6) Staff Report (Pages 7-13)

- I. CALL TO ORDER / ROLL CALL
- II. AGENDA APPROVAL
 - 1. Additions, Deletions, Substitutions to Agenda
 - 2. Adoption of Agenda
- III. ADOPTION OF W/BH CRA MINUTES (Pages 14-18)
- IV. PUBLIC COMMENTS
- V. DISCLOSURES
- VI. CONSENT AGENDA
 - 1. Approval of Loan Forgiveness of COVID-19 Small Business Emergency Relief Forgivable Loan Program for Alternative Automotive Services, LLC (Pages 19-26)
 - 2. Approval of Loan Forgiveness of COVID-19 Small Business Emergency Relief Forgivable Loan Program for Generation One Inc. d/b/a Advanced Vision (Pages 27-37)
 - 3. Approval of Loan Forgiveness of COVID-19 Small Business Emergency Relief Forgivable Loan Program for Tender Love & Care C.D.C. (Pages 38-43)

VII. REGULAR AGENDA

- 1. Approval of Agreement with the Danza Group
- 2. Approval of Inter Local Agreement with Palm Beach County for the design and Construction of Streetscape on Seminole Blvd. from Oswego Ave. to Okeechobee Blvd. (Pages 44-87)



VIII. REPORTS

- A. Staff Reports
 Correspondence
- B. Attorney's Report
- C. Committee Reports and Board Comments
 - 1. Administrative/Finance -
 - 2. Capital Improvements Chair, Mr. Daniels
 - 3. Land Use -
 - 4. Real Estate Chair, Mr. Kirby
 - 5. Marketing -
 - 6. Community Affairs -
 - 7. Special Events Chair, Ms. Rufty
 - 8. Correspondences

IX. ADJOURNMENT

ANY PERSON MAKING IMPERTINENT OR SLANDEROUS REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE BOARD WILL BE BARRED FROM FURTHER AUDIENCE BEFORE THE BOARD BY THE PRESIDING OFFICER, UNLESS PERMISSION TO CONTINUE OR AGAIN ADDRESS THE BOARD AS GRANTED BY A MAJORITY VOTE OF THE BOARD MEMBERS PRESENT.

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, HE WILL NEED A RECORD OF THE PROCEEDING, AND 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.

ON JUNE 7, 1994, THE BOARD OF COUNTY COMMISSIONERS APPROVED RESOLUTION NO. 94-693, KNOWN AS THE CODE OF ETHICS. UNDER SECTION 11, IT IS REQUIRED THAT PAID AND UNPAID LOBBYISTS REGISTER. PLEASE REFER TO SECTONS 11.01 AND 11.02 IN THE CODE OF ETHICS FOR REGISTRATION SPECIFICS. FOR YOUR USE, REGISTRATION FORMS ARE AVAILABLE FROM THE CRA'S ADMINISTRATIVE ASSISTANT.



AGENDA ITEMS Westgate/Belvedere Homes CRA Board Meeting February 8, 2021

CONSENT AGENDA

- 1. Approval of Loan Forgiveness of COVID-19 Small Business Emergency Relief Forgivable Loan Program for Alternative Automotive Services, LLC
 - A. Background and Summary: On September 14, 2020, the Westgate CRA Board of Commissioners approved Alternative Automotive Services, LLC for \$10,000 in loan funding from the CRA's COVID-19 Small Business Emergency Relief Forgivable Loan Program for Alternative Automotive Services, LLC. On January 28, 2021, the owner of the small business submitted a request to the CRA for the forgiveness of the forgivable loan. The owner met all the requirements for forgiveness. They have provided proof that the funds were used for payroll and rent.
 - **B. Recommendation:** Staff recommends approval of loan forgiveness of \$10,000 COVID-19 Small Business Emergency Relief Forgivable Loan Program for Alternative Automotive Services, LLC and approval of the release of the related promissory note.
- 2. Approval of Loan Forgiveness of COVID-19 Small Business Emergency Relief Forgivable Loan Program for Generation One Inc. d/b/a Advanced Vision
 - A. Background and Summary: On September 14, 2020, the Westgate CRA Board of Commissioners approved Generation One Inc. d/b/a Advanced Vision for \$10,000 in loan funding from the CRA's COVID-19 Small Business Emergency Relief Forgivable Loan Program for Alternative Automotive Services, LLC. On January 19, 2021, the owner of the small business submitted a request to the CRA for the forgiveness of the forgivable loan. The owner met all the requirements for forgiveness. They have provided proof that the funds were used for eligible rents and insurance payments.



- **B. Recommendation:** Staff recommends approval of loan forgiveness of \$10,000 COVID-19 Small Business Emergency Relief Forgivable Loan Program for Generation One Inc. d/b/a Advanced Vision and approval of the release of the related promissory note.
- 3. Approval of Loan Forgiveness of COVID-19 Small Business Emergency Relief Forgivable Loan Program for Tender Love & Care C.D.C.
 - A. Background and Summary: On September 14, 2020, the Westgate CRA Board of Commissioners approved Tender Love & Care C.D.C. for \$10,000 in loan funding from the CRA's COVID-19 Small Business Emergency Relief Forgivable Loan Program for Alternative Automotive Services, LLC. On January 29, 2021, the owner of the small business submitted a request to the CRA for the forgiveness of the forgivable loan. The owner met all the requirements for forgiveness. They have provided proof that the funds were used for eligible payroll expenses.
 - **B. Recommendation:** Staff recommends approval of loan forgiveness of \$10,000 COVID-19 Small Business Emergency Relief Forgivable Loan Program for Tender Love & Care C.D.C. and approval of the release of the related promissory note.

REGULAR AGENDA

- 1. Approval of Agreement with the Danza Group for CRA Owned Properties
 - A. Background and Summary: Last year, on October 5, 2020, the CRA Board approved a request to extend the Option Agreement negotiated with the Danza Group in 2018 to redevelop the site the CRA owns on Westgate Avenue and Seminole Boulevard based on a Request for Qualification (RFQ) issued by the CRA in 2018. The Agreement will allow the Danza Group to acquire the five parcels owned by the CRA at the southeast corner of Seminole and Westgate in accordance with the following terms.

The Danza Group shall pay an option fee of \$1,000 when signing the Agreement.

After signing the Agreement, the Group has up to one year to purchase the properties from the CRA.

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Prior to purchasing the properties, Danza shall demonstrate that the Group has proof of financing sufficient to acquire and redevelop the properties. Danza shall also obtain all approvals and entitlements from Palm Beach County and land development regulators necessary to complete the project.

The purchase price shall be \$400,000.00 as offered in the 2018 RFQ response.

Danza shall have a period of two years from the closing date to substantially complete construction of the project.

It's been suggested that the reverter clause be removed from the original agreement because it will make it almost impossible for the Group to obtain financing.

- **B. Recommendation:** Staff recommends that the Board authorizes the Chair to execute the Agreement with the Danza Group.
- Approval of Inter Local Agreement with Palm Beach County for the design and Construction of Streetscape on Seminole Blvd. from Oswego Ave. to Okeechobee Blvd.
 - A. Background and Summary: The CRA has received a grant to install 10-12 feet multiuse paths and pedestrian scale streetlights on Seminole Blvd. between Oswego Ave and Okeechobee Blvd. The grant is provided by the Florida Department of Transportation (FDOT) through the Palm Beach County Transportation Planning Agency. FDOT requires that the grant be administered by Palm Beach County which is the appropriate Local Agency Program (LAP) certified to implement FDOT projects.

The County has executed an Agreement with FDOT to implement the project.

The County reserves the right to modify the project for future improvement before the expiration of useful life of the project. In such case, the County expects the CRA to support reconfiguration and relocation of the project from the County's right-of-way; and reimburse the County if the County is required to repay or return any funds expended for the project.

The County agrees to design and construct the multiuse paths, streetlights, and landscaping per the approved design section in the grant application.

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The County agrees to enter into a LAP Agreement with FDOT. The County agrees to hire design consultant to produce plans, acquire necessary permits, and prepare required LAP documentation for FDOT.

The County will prepare bid documents and contract for construction of the Project, including overseeing the bidding process, and contract finalization. The County will hire Construction Engineering and Inspection (CEI) or use in-house staff to administer contract for construction of the Project as required by LAP. This includes engineering coordination.

The CRA is responsible to forward all grant requirements and conditions received from FDOT to the County, forward all background information received for the project to the County, provide specific guidance and information regarding the project scope, perform all public coordination and address all public information request regarding the project.

The CRA is responsible to provide funding for the project before a contractor is selected. The CRA shall be responsible to pay for all costs associated with the projects. The CRA will also be responsible to maintain the project after it is completed.

Palm Beach County plans to use Mock Roos for Civil Engineering and Project Management, Hillers Electrical Engineering for Electrical Engineering, Brown & Phillips for Land Surveying and Janus Research for Cultural Resource Assessment. The County is requesting \$150,000 for design and administration fees.

B. Recommendation: Staff recommends that the Board authorizes the Board Chair to execute the Agreement with the County for the Seminole Blvd. project and authorizes a prepayment of \$150,000.

WESTGATE/BELVEDERE HOMES CRA BOARD MEETING January 11, 2020

Staff Update on In-House Projects

2021-01 ULDC Amendment Round (INITIATED)

The CRA is seeking to make amendments to the WCRAO in the first round of 2021 that are focused on the following: to create a provision in the overlay that would allow split zoning on certain sites where there is a consistent FLU; updates to the supplementary standards table including arcades/galleries; coordination with Parks & Rec Department to amend open space requirements for residential projects in the WCRAO; coordination with Land Development to allow an administrative waiver rather than a subdivision variance for projects along Westgate Avenue requiring access from the rear where currently, access to a commercial use is limited to roadways with an 80 ft. ROW width; provisions for special events at CRA-owned, operated sites such as Oswego Oaks Park and the Westgate Community Farm; and, amendments to the WCRAO 20% commercial bonus increase allowing a rezoning to commercial without a FLUA amendment if the FLU is non-residential.

This round of ULDC amendments is to be initiated by the Zoning Division at the January 28th BCC meeting. Staff will work towards a draft of the amendment language to be presented to the CRA Board and the LDRAB in April 2021. Amendments would be adopted by the BCC on August 26, 2021.

<u>Background</u>: Amendments to the County's Unified Land Development Code (ULDC) occur twice annually. The CRA regularly participates in this process to update areas of its WCRA Zoning Overlay to better achieve the goals and objectives of the agency and the amended Community Redevelopment Plan, respond to industry and market trends, simplify processes, and correct technical and language glitches.

2021 Comprehensive Plan Amendments

The Planning Division is initiating amendments to the WCRAO in the Future Land Use and Transportation Elements of the Comp Plan. FLUE amendments will address an outdated policy allowing a 20% commercial bonus increase without amendments to the FLUA, and TE amendments will update policies related to WDRAO Density Bonus Program income categories following the adoption of the 2020-02 amendments to the DBP in the ULDC. Amendments may also include updates to the WCRAO narratives in both elements. Planning will take the lead and anticipates adoption in the spring of 2021.

PBC Solid Waste Authority (SWA) Blighted & Distressed Properties Grants

FY 20/21 – Demolition of CRA-owned Blighted Structures (SUBMITTED/NOT AWARDED)

On October 30th, CRA staff submitted an application to the SWA for \$76,145 in grant funding to demolish 4 structures on 3 CRA-owned lots: 1304 Seminole Blvd. 2426 Cherokee Ave (2 structures) and 2423 Westgate Ave. The SWA Governing Board chose instead to allocate all funding to the City of Belle Glade's Old Gove Elementary School Site Portables demolition project.

COVID-19 Small Business Emergency Relief Forgivable Loan Program (ONGOING)

The Board approved the Program at their June meeting. The program is advertised on our website as well as Facebook page. Staff completed a direct mail out promoting the availability of the program to Westgate businesses at the end of August. Business types are screened by uses permitted in certain

WCRAO sub-areas. Interest in the program has been robust. Five (5) applications were approved by the Board at their September 2020 meeting; four (4) more were approved by the Board at their October 2020 meeting; and 1 application was approved at the November 2020 meeting. The program budget spans two budget years: \$50,000 was allocated to FY 19/20 and \$100,000 is allocated to FY 20/21. The program has budget capacity for five more applications.

<u>Background</u>: Small businesses have suffered financial loss and hardship due to the COVID-19 crisis. Small businesses in the CRA district with less than 25 employees can apply for up to \$10,000 in financial assistance in the form of a forgivable loan for eligible expenses associated with rent, payroll support, inventory purchases, utilities, expenses associated with technology upgrades to facilitate remote working, and/or expenses associated with the reconfiguration of interior spaces to accommodate a 6' physical separation. First come, first served basis. \$150,000 from the CRA's FY 19/20 and 20/21 budgets has been allocated to the program.

2020-01 and 2020-02 ULDC Amendment Round (IN PROGRESS)

<u>Update</u>: A summary of amendments including the timeline for approval and the amendment draft were approved by the Board at their August Board meeting. The amendments were heard and unanimously recommended for approval by the LDRAB at their August 26th meeting, and at the October 28th LDRC meeting. No changes to the amendment language were made. The amendments will proceed to the BCC for 1st reading in December and adoption in January 2021.

Due to workflow and scheduling challenges caused by COVID-19 spring lockdowns, the WCRAO Amendment was moved from the first round (2020-01) to the second round (2020-02). Staff worked with 2GHO to complete the amendments.

The CRA is seeking to make amendments to its overlay that are focused on the following: restrict or limit certain commercial and industrial uses that do not support the intent of the Sub-area or the Plan such as car wash, landscape service, commercial parking, self-storage and distribution facilities, manufacturing & processing, warehouse, and wholesaling; revise PDR's to reflect smaller lot sizes on Westgate Ave and Okeechobee Blvd allowing more flexibility in development without the need for variances; eliminate sky exposure planes; and revise the Density Bonus Program to be consistent with the County's WHP in design, compliance and enforcement, also revising the criteria for WCRA approval of bonus units to allow better access for smaller residential projects.

<u>Background</u>: Amendments to the County's Unified Land Development Code (ULDC) occur twice annually. The CRA regularly participates in this process to update areas of its WCRA Zoning Overlay to better achieve the goals and objectives of the agency and the amended Community Redevelopment Plan, respond to industry and market trends, simplify processes, and correct technical and language glitches.

Public Assistance Grant (ONGOING)

FEMA has approved nearly \$100,000 to pay for debris removal, and clean up detention ponds as a result of Hurricane Irma. Staff is working with the Florida Department of Emergency Management to implement this project.

Community Garden/Greenmarket (ONGOING)

<u>Update:</u> The Plat has been granted technical compliance. Following the completion of corner clip dedications, the project can move into the permitting phase. Construction to install electricity, an irrigation pump and an irrigation system have been installed. Staff is working on securing a contractor for site improvements and installation of a pre-manufactured structure to act as a permanent greenmarket.

<u>Background</u>: Staff engaged Schmidt-Nichols (SN) to prepare a site plan for the community garden and the green market. The CRA initiated new regulations to allow green markets to operate as an accessory to community gardens without having to buffer surrounding residential uses with an opaque wall and 20 ft landscape buffer. The site plan includes an enclosed structure with a bathroom and a walk-in cooler. The community garden/greenmarket received site plan approval in March 2018.

CRA staff proposed amendment language, adopted in the 2018-02 Round, to eliminate the community garden use from landscaping requirements, and modified code language regarding hours of operation and building size and placement for the accessory greenmarket use. Schmidt Nichols submitted an administrative amendment (ZAR) to remove the landscape buffers and ROW utility easement. The ZAR was approved in April 2019. The permits have been approved to operate the community garden. The electrician and plumbing contractors are working with the utility companies. The CRA will begin to work with a contractor/architect to design the greenmarket structure and prepare plans to submit for building permit. Platting is a condition of approval and is underway.

PBC Solid Waste Authority (SWA) Blighted & Distressed Properties Grants

FY 18/19 - Oswego Avenue Properties Clean-up (STARTED)

<u>Update</u>: The CRA has paid a contractor to remove invasive trees, vegetation and debris on the sites. An additional time extension of the grant agreement has been provided by the SWA.

Staff worked with Schmidt Nichols on the dog park design. A site and landscape plan, along with cost estimate have been provided. The CRA is also working with County Purchasing to see if the agency can utilize the County's annual contract "piggyback" policy. The remaining lots will be cleared, sodded, and fence commensurate with the original scope.

<u>Background</u>: The CRA was awarded in the amount of \$92,700 to clean-up, clear, sod and fence 6 vacant CRA-owned properties on Oswego Avenue east of Seminole Blvd. previously earmarked for the L-2 Canal Expansion project. The CRA is proposing match funds in the amount of \$34,460. An Interlocal Agreement between the CRA & SWA was approved by the BCC in March 2018. The CRA received a 50% disbursement of total funds in April 2018.

SWA has approved an extension to the grant timeline and a change of scope to develop a dog park on three of the Oswego Avenue parcels targeted for the properties clean-up. The dog park will include areas and equipment for small and large dogs, fencing, landscaping, and benches. By the fall of 2018, the LWDD cleared a majority of the vegetation overgrowth along the L-2 canal leaving a window of opportunity in the budget to create a simple dog park and still maintain the overall budgeted amount.

FY 17/18 - Oswego Oaks Park (CLOSED!!)

<u>Update</u>: Final retainage was approved for release by DHES and the project is now closed. The final 25% disbursement check from SWA has been received. DHES has administratively amended the funding agreement completion date to September 30, 2020. The park has been open to the public since June and maintenance has been taken over by the CRA. Staff is working on a small-scale ribbon cutting to be held on October 22, 2020.

The park reached final construction completion at the end of August 2019. Final inspections began in September 2019 and punch list items were addressed. The LWDD requires drainage permit as-builts, several sub-permits were required (pavilion roof, site electrical) and remain under review due to delays caused in part by contractor inaction and by an extremely slow County Building review process. Staff is working with the County and with West to expedite, however, due to the impact to workflows from the COVID-19 spring lockdown, close-out was delayed. Final inspections were passed in May 2020. Staff is

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working with DHES and West to provide required CDBG certified payrolls and documents. All that remains to be done is a formal close out of the grant. Contractor final retainage is held until approval of grant documents is provided by DHES.

<u>Background</u>: The CRA was awarded in the amount of \$151,000 to design and build a neighborhood park on Oswego Avenue at Seminole Blvd across from the Westgate Recreation Center. The park will utilize 3 vacant CRA owned lots formerly earmarked for the L-2 Canal expansion project. Staff worked with PBC Parks & Recreation to design the project. In 2017, PBC HES originally approved a request for \$114,000 in CDBG funds to match the SWA grant. The SWA forwarded 50% of the grant amount to the CRA to start the project. Following completion of design and engineering drawings, it became clear that the project was underfunded. CRA Staff requested additional funding of \$231,000 in FY 2018 CDBG allocations from HES to cover a budget shortfall for the park project. Construction drawings were finalized and the project was advertised for bid in August 2018. The contract was awarded to the lowest bidder West Construction Inc. The contract has been executed and construction began in November 2018.

PBC Transportation Planning Agency (TPA) Transportation Alternatives (TAP) & Local Initiatives (LI) Grants

FY20 Cherry Road Pedestrian & Safety Improvements (NEW)

<u>Update:</u> The Cherry Road project received approval for funding by the TPA Governing Board in July, 2020.

The CRA engaged consultants, WGI to refine the Cherry Rd. improvements project for TPA TAP grant application submittal in the 2020 cycle. CRA Staff and WGI worked with Engineering on improving the proposed typical sections. The project proposes reduced with travel lanes for traffic calming, new sidewalks on the south side of Cherry Rd east and west of the bridge to the intersection of Country Club Rd., a new 12' shared multi-use path on the north side of the corridor, new crosswalks, pedestrian scale lighting, and shade trees where allowed. The total project cost is \$1.96 million. The grant reimburses \$1 million. The application was submitted to the TPA on February 28, 2020.

FY19 and Seminole Blvd. Complete Streets (FUNDED/ONGOING)

<u>Update</u>: The Transportation Planning Agency Governing Board approved funding for the Seminole Blvd project at their July 18th meeting. The Seminole project was ranked #1. Staff and WGI presented the projects to FDOT and BTPAC in early April; Seminole was ranked #1 and Cherry Rd was #4. The Board recommended that the Seminole Blvd project should be prioritized since it ranked higher and is a larger project.

<u>Background</u>: The Board approved a two-fold work assignment with WGI in November 2018 to prepare a feasibility analysis to identify the best two projects to submit to the TPA for the 2019 Transportation Alternatives Program (TAP) cycle. Based on findings presented by WGI, the Board selected the following projects:

- 1. Seminole Blvd Complete Streets which expands existing sidewalks to 10-12 ft. multi-use paths on each side of the roadway, adds high visibility crosswalks at each intersection, adds pedestrian scale lighting, and shade trees. The project boundaries are from Okeechobee Blvd. to Oswego Ave. Total construction cost is \$1,622,979. The grant reimburses \$1 million.
- 2. Cherry Road Pedestrian Safety Improvements adds new sidewalks on the south side of Cherry Rd and expands existing sidewalks on the north side to 10-12 ft., adds HAWK signalization to intersection at Country Club Rd., and two new crosswalks along the corridor, new pedestrian scale lighting, and shade trees. The project boundaries are from Quail Drive to N. Military Trail. Total construction cost is \$911,142.

TAP grant projects are designed and constructed within 3 years of prioritized funding. Design will begin in 2020 with construction completion in 2022.

FY18 – Westgate Avenue Corridor Complete Streets (DESIGN STARTED)

<u>Update</u>: Design has begun on the Westgate Avenue project and must be completed by July 2021 Design is moving forward without a roundabout. CRA Staff met with County Roadway Production and the project consulting engineers in February to discuss the design, scope and timeline of the project. The CRA has been asked to provide input on lighting design and landscaping. The consulting engineers have included a roundabout at the intersection of Westgate Ave. and Seminole Blvd. in their design. At their February meeting, the CRA Board, following discussion, expressed their disapproval of a roundabout at this location.

A County Selection Committee met in November 2019 and selected American Consulting Engineers of Florida (ACE) to design the project. CRA staff was in attendance for the presentations and scoring. The County Engineering Department had shortlisted three firms for the project, including CRA consultants WGI, however, volume of previous work was an overriding factor in selection.

Background Information: Staff engaged WGI to coordinate the preparation of travel demand forecast modelling to determine the impact of reducing Westgate Ave from 5 lanes to 3 lanes utilizing a road diet approach. WGI facilitated communication with PBC TPA and Engineering to determine the best design alternative, held a public input meeting, and drafted the final design for the project be used to obtain funding. WGI met with the Engineering Department to present the lane elimination plan. County staff is in support of the lane reduction from Wabasso to Congress, but they are not in support of the elevated landscape median. An alternative design, which allows for 3 lanes (2 thru lanes and one center turn lane), bike lanes, and floating landscape islands on both sides of the ROW alternating with on street parking was presented to County Engineering for approval and support. With assistance from WGI, the LI grant application was submitted on March 2, 2018. CRA staff is working with County Engineering and Administration to design and administer all 3 of the TPA grant projects.

The TPA Governing Board voted to adopt the TPA List of Priority Projects for the LRTP FY 2020-2024 at their September 20, 2018 meeting. Projects that met TPA and FDOT eligibility requirements were ranked by internal advisory boards, committees and TPA Staff to be forwarded the Governing Board. The Westgate Avenue Complete Streets project was ranked #1 of 6 entries to receive Local Initiatives Program funding. This project has been moved up the timeline due to the inability of other funded projects to proceed. Design can start in July 2019 for FY 2019/20. Construction funding will be approved after the design is completed.

FY18 – Phase II Belvedere Heights Streetlights & Sidewalks (DESIGN STARTED)

<u>Update:</u> The BCC is considering an agenda item on June 16th for the design of this second phase. The TPA Governing Board voted to adopt the TPA List of Priority Projects for the LRTP FY 2020-2024 at their September 20, 2018 meeting. Projects that met TPA and FDOT eligibility requirements were ranked by internal advisory boards, committees and TPA Staff to be forwarded the Governing Board. Phase II of the Belvedere Heights Streetlights and Sidewalks project was ranked #3 of 4. This project has been moved up the timeline due to the inability of other funded projects to proceed. Design can start in July 2019. Construction funding will be approved after the design is completed. The CRA needs to execute an MOU and provide upfront funding to the County for design.

<u>Background Information</u>: CRA staff prepared and submitted a Transportation Alternatives Program (TAP) grant application for Phase II – Wellington Road to Bridgeman Road, of the Belvedere Heights Neighborhood for sidewalks and streetlights to PBC TPA in March 2018.

FY17 - Phase I Belvedere Heights Streetlights & Sidewalks (DESIGN COMPLETE)

Update: The neighborhood has experienced chronic poor drainage and the water mains have reached

the end of their useable life and must be replaced. Mock Roos, the contractor for the sidewalks/streetlights project requested that PBC Water Utilities do the water main work prior to the installation of sidewalks and they have agreed; Mock Roos will also do this work. Engenuity Group has been working on a drainage design for the area and a request has been made for Water Utilities in collaboration with Engineering to do this work ahead of sidewalk installation as well. Water main replacement will occur January thru March, 2021 with drainage in March thru July, 2021. Construction on the sidewalks project is set to begin in August 2021.

Engineers are preparing the second part of the design. The Engineering Department has engaged several consultants through a CRA/County MOU to implement the project. Design is almost completed. The County is currently reaching out to the residents.

<u>Background Information</u>: An application was submitted to the TPA Transportation Alternatives Grant to request almost \$1 Million to install sidewalks and streetlights in Belvedere Heights in 2017. The funds will not be available until 2019. The BCC approved Engineering Department sponsorship of the project via resolution in May 2018.

CRA Strategic Plan (ONGOING)

CRA staff has begun drafting a 5-year strategic plan that will implement the goals and objectives of the newly amended Redevelopment Plan. A strategic plan will outline the specific tasks, timeline and budget required for redevelopment activities over the next 5 years. It can also serve as a platform for the CRA to refine its vision and mission statement in a way that is current with its shifting priorities. Staff has received some initial input from Board members. Work on the Strategic Plan is ongoing.

Streetlights for Belvedere Homes (ONGOING)

The Engineering Department is partnering with Office and Community Revitalization to install streetlight in Belvedere Homes. An initial meeting has been held. Citizens are currently gathering signatures and easement authorization from residents and property owners.

Proposed Private Redevelopment Projects

Below is list of private development projects in the Westgate CRA that are in the entitlements or permitting process:

Projects	Address	Status
Broward Motorsports	2300 Okeechobee Blvd	 DOA to address phased plan, additional square footage for storage & retail, access
1713 Quail (former Opportunity Inc.)	1713 Quail Drive	 In Zoning Repurposing existing building for new medical office use Rezoning to CG, multiple variances
Museo Vault self-service storage	4200 Westgate Ave	 In Zoning proposing a 4-story, 50,000 sf fine art and antique storage facility
Autumn Ridge LITC mixed use	Congress Ave	 In Zoning 106 units by Landmark Construction, 90% of units at or below 60% of AMI – 77 DBP units, TCEA and rezoning from RM to CG
Okeechobee Steakhouse	Okeechobee Blvd	- DONE - Changing catering facility use (Bldg B) to Type-II-restaurant with outdoor seating
Soapy Shark Car Wash (formerly KFC/Jack's)	2200 Okeechobee Blvd.	 In Zoning DRO Approval & 6 variances required
Townhouse/MF project	Cherokee Ave	 Will proceed upon adoption of WCRA amendments to the DBP 6-7 townhomes on .46 ac – utilizing CRA density bonus units
Duplex development	1115 Osceola	 Utilizing 1 WCRA density bonus unit, non- conforming lot
Cottage home project	2611 Saranac	 Construction on first 7 units to begin in early 2021 1-acre site newly subdivided into 14 25 ft. lots for cottage homes
Congress Avenue - Greene Apartments	1600 N. Congress Ave	 In Zoning for DRO approval 198 units (138 density bonus units from WCRA pool; 55 income restricted) Issues with compensating storm water storage – SFWMD permit received at end of July utilizing available acre feet from the Preserve
MacDonald Industrial/McArthur Dairy	N. Florida Mango	 On hold Type 2 waiver for extended hours of operation. BCC approved January. Construction to begin mid 2019
Mi Pais Express (Fernandez) Mixed Use	2633 Westgate Ave	■ IN CONSTRUCTION!
Dos Hermanos Mixed Use	Westgate & Seminole Blvd	 In permitting Rezoning & variances approved. DRO site plan approval. New architect
Westgate One	Westgate at Nokomis	 On hold Approved/ Extension. Potential residential project

WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY 1280 N. CONGRESS AVE., SUITE 215, WEST PALM BEACH, FL. 33409 MINUTES OF THE MONTHLY MEETING

January 11, 2021

I. CALL TO ORDER (IN PERSON MEETING BROADCASTED ON ZOOM PLATFORM)

Mr. Daniels, the Board Chair, called the meeting to order at 5:09p.m. The roll was called by Ms. Bui.

Present:

Ronald Daniels

Joanne Rufty Ralph Lewis Ruth Haggerty

Absent:

Enol Gilles

Joseph Kirby Yeraldi Benitez

Staff Present:

Elizée Michel, Executive Director

Denise Pennell, Senior Planner Carmen Geraine, Bookkeeper Mai Bui, Administrative Assistant

Thomas J. Baird, Esq., General Counsel (Virtually Via Zoom)

Others Present:

Dorritt Miller, Assistant County Administrator, Deputy George Gomez, Deputy Adam Robinson, Keith Jackson, PE, Engenuity

Group, CRA Engineer (All Virtually Via Zoom)

II. AGENDA APPROVAL

1. Additions, Deletions, Substitutions to Agenda

No Additions, Deletions, or Substitutions

2. Adoption of Agenda

 It was moved by Ms. Rufty and seconded by Ms. Haggerty to adopt the Agenda as amended. Motion carried (4-0)

III. ADOPTION OF W/BH CRA MINUTES

It was moved by Ms. Haggerty and seconded by Ms. Rufty to adopt the minutes of the December 14, 2020 meeting. Motion carried (4-0)

IV. PUBLIC COMMENT

- Nikki Sharp, a Westgate Resident expressed some concerns about trash in the community especially around the Chickamauga lake and detention ponds.
- PBSO Deputy Gomez gave a brief report to the Board about police activities in the Westgate CRA area for the previous month.

V. DISCLOSURES

No disclosures

VI. CONSENT AGENDA

1. Approval of COVID-19 Small Business Emergency Relief Forgivable Loan Program Application for Corcyd LLC, DBA Tint World

It was moved by Ms. Rufty and seconded by Ms. Haggerty to approve consent agenda. The motion passed unanimously (4-0)

VII. REGULAR AGENDA

1. Approval of Inter Local Agreement with Palm Beach County for the Construction of the Belvedere Heights Drainage Project

The agenda was presented by Mr. Michel. The County is in the process of constructing a project within the Belvedere Heights residential community to install water mains facilities in the area. To save time and money and to reduce interruption of traffic in the area, the County is willing to add the CRA led drainage project to their water main project to construct both projects at the same time.

The County shall be responsible for the bidding, contracting and supervision of the selected contractor for the completion of Phase 1 of the project. The CRA shall be responsible for the cost of all services related to the drainage, storm water management and swales improvement according the cost estimate provided in the agreement. The County will invoice the CRA during construction after each pay application submitted by the contractor. The CRA will have 7 days to review the pay applications and 30 days to pay the County.

The same Agreement can be used for Phase 2 if both parties agree to execute a Memorandum of Understanding where the CRA agrees to pay for its share of the Phase 2 of the Project.

The construction cost of the drainage portion for Phase 1 is currently estimated at \$1,187,667.00 for the base bid and a total of \$1,856,052.41 if the alternate is included. Phase 1 includes the following streets: Upland Road, Ardmore Road, Kenwood Road, Whitney Road, and Worthington Road.

Staff recommended that the Board authorizes the Chair to execute the agreement with the County for the construction of Phase 1 of the Belvedere Heights Drainage Project.

It was moved by Ms. Haggerty and seconded by Ms. Rufty to execute the agreement with the County for the construction of Phase 1. The motion passed unanimously (4-0)

2. Approval of Inter Local Agreement with Palm Beach County for the development and Construction of the Belvedere Heights Streetlights and Sidewalks Project

The agenda was presented by Mr. Michel. The CRA has received a grant to install sidewalks and streetlights in the Belvedere Heights neighborhood. The grant is provided by the Florida Department of Transportation (FDOT) through the Palm Beach County Transportation Planning Agency. FDOT requires that the grant be administered by Palm Beach County which is the appropriate Local Agency Program (LAP) certified to implement FDOT projects.

The County has executed an Agreement with FDOT to implement the project.

The County reserves the right to modify the project for future improvement before the expiration of useful life of the project. In such case, the County expects the CRA to support reconfiguration and relocation of the project from the County's right-of-way; and reimburse the County if the County is required to repay or return any funds expended for the project.

The County agrees to design and construct streetlights, sidewalks and sodding on Upland Road, Kenwood Road, Whitney Road, and Worthington Road per the approved design section in the grant application.

The County agrees to enter into a LAP Agreement with FDOT. The County agrees to hire design consultant to produce plans, acquire necessary permits, and prepare required LAP documentation for FDOT.

The County will prepare bid documents and contract for construction of the Project, including overseeing the bidding process, and contract finalization. The County will hire Construction Engineering and Inspection (CEI) or use in-house staff to administer

contract for construction of the Project as required by LAP. This includes engineering coordination.

The CRA is responsible to forward all grant requirements and conditions received from FDOT to the County, forward all background information received for the project to the County, provide specific guidance and information regarding the project scope, perform all public coordination and address all public information request regarding the project.

The CRA is responsible to provide funding for the project before a contractor is selected. The CRA shall be responsible to pay for all costs associated with the projects.

The CRA will also be responsible to maintain the project after it is completed.

Staff recommended that the Board approves the Board Chair to execute the Agreement with the County for the completion of the Belvedere Heights streetlights and sidewalks project.

Ms. Haggerty asked if this project was brought up before.

Mr. Michel addressed this project was brought up as an MOU, but the County decided to put it in the form of an agreement.

Board members discussed the terms of the Agreement. They wanted to know why is the County asking the CRA to pay back FDOT if the County decides to modify the constructed project in the future. Staff explains that the County include this clause to give them more flexibility to make modification to the Right of way in the future if it is necessary. Staff didn't think that is likely to happen.

It was moved by Ms. Haggerty and seconded by Ms. Rufty to execute the agreement with the County for the completion of the Belvedere Heights streetlights and sidewalks project. The motion passed unanimously (4-0)

VIII. STAFF REPORTS

Mr. Michel reported to the Board that the Mi Pais Express project is moving along and will hopefully be completed soon.

Mr. Baird reported that his firm is working on the Danza Group agreement. He indicated that the Group might have an issue with the reverter clause. They think it will make it difficult for them to obtain financing. He said that staff will bring back the agreement to the Board at the next meeting for approval.

IX. AJOURNMENT

Westgate/Belvedere Homes CRA Minutes of the Monthly Meeting January 11, 2021 Page 5

It was moved by Ms. Rufty and seconded by Ms. Haggerty to adjourn the meeting. The meeting adjourned at 5:45 p.m.

Administrative Assistant, Westgate CRA

Mai Bui

To Whom It May Concern,

This is a formal request to forgive our Westgate CRA small business loan, in the amount of \$10,000. The funds were used on payroll, and rent. Please see attached documentation.

Thank you,



Morris V Hale, Owner

Alternative Automotive Services LLC

2702 Rockey Dr

WPB FL 33409

(561) 640-4644 office

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ALTERNATIVE AUTOMOTIVE OF DE	UOFO LLO	>> Valle	y a	2616
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One Thousand Eight Hundred Fifty Five a Preferred LLC 1643 Donna Rd. WPB, FL, 33409 561-689-1093 office	, <u></u>	[2] [2] [2] [2] [3] [4] [5] [6] [7] [7] [7] [7] [7] [7] [7] [7] [7] [7	MANTHONIZED SIGNATURE
The security features listned below, as well as those RS-77 (oblished exceed industry guidelines). Security Features: Hoogy are the feature with the feature in principal to theck the feature with the feature in principal to theck the feature in the feature feature on the feature featur	The state of the s		PAY TO THE ORDER OF BEACOAST NATIONAL BANK WEST PAUT IN ATTONIAL BANK CHECK HERE FUN AT 007005150 AT NAME OF FINANC PREFERBELLE - DATE DO NOT WRITE, STAND 0019150274 BELOW THIS LINE RESERVED FOR FINANCIAL MISTITUTION USE **

950120 for 2020: Employer's QUARTERLY Federal Tax Return OMB No. 1545-0029 Report for this Quarter of 2020 55-0866812 Employer identification number (EIN) (Check one.) ALTERNATIVE AUTOMOTIVE SERVICES, 1: January, February, March Name (not your trade name) 2: April, May, June Alternative Automotive Services, Trade name (if any) 3: July, August, September 2702 ROCKEY DRIVE 4: October, November, December Address Number Street Suite or room number Go to www.irs.gov/Form941 for instructions and the latest information. PALM BEACH FL33409 WEST City State ZIP code REV 12/22/20 OBDT Foreign postal code Foreign country name Foreign province/county Read the separate instructions before you complete Form 941. Type or print within the boxes. Answer these questions for this quarter. Part 1: Number of employees who received wages, tips, or other compensation for the pay 4 period including: Sept. 12 (Quarter 3) or Dec. 12 (Quarter 4) 37,112.35 2 2 Wages, tips, and other compensation 2,672.00 3 Federal income tax withheld from wages, tips, and other compensation . 3 Check and go to line 6. If no wages, tips, and other compensation are subject to social security or Medicare tax Column 1 Column 2 4,601.93 37,112.35 Taxable social security wages . \times 0.124 = 5a \times 0.062 = (i) Qualified sick leave wages . 5a \times 0.062 = 5a (ii) Qualified family leave wages Taxable social security tips \times 0.124 = 37,112.35 1,076.26 $\times 0.029 =$ Taxable Medicare wages & tips. Taxable wages & tips subject to \times 0.009 = Additional Medicare Tax withholding 5,678.19 5e Total social security and Medicare taxes. Add Column 2 from lines 5a, 5a(i), 5a(ii), 5b, 5c, and 5d 5f 5f Section 3121(q) Notice and Demand—Tax due on unreported tips (see instructions) 8,350.19 Total taxes before adjustments. Add lines 3, 5e, and 5f. 6 6 0.01 Current quarter's adjustment for fractions of cents . 7 8 Current quarter's adjustment for sick pay . Current quarter's adjustments for tips and group-term life insurance 9 9 8,350.20 Total taxes after adjustments. Combine lines 6 through 9 10 10 11a Qualified small business payroll tax credit for increasing research activities. Attach Form 8974 11a

11b

Nonrefundable portion of employee retention credit from Worksheet 1

Nonrefundable portion of credit for qualified sick and family leave wages from Worksheet 1

Name (r	not your trade name)	Employer identification number (EIN)							
	ERNATIVE AUTOMOTIVE SERVICES, LLC.	55-0866812							
Part '	1: Answer these questions for this quarter. (continued)								
11d	Total nonrefundable credits. Add lines 11a, 11b, and 11c	11d							
12	Total taxes after adjustments and nonrefundable credits. Subtract line 11d from lin	e 10 . 12 8,350.20							
13a	Total deposits for this quarter, including overpayment applied from a prior qua overpayments applied from Form 941-X, 941-X (PR), 944-X, or 944-X (SP) filed in the current								
13b	13b Deferred amount of social security tax								
13c	Refundable portion of credit for qualified sick and family leave wages from Works	sheet 1 13c							
13d	Refundable portion of employee retention credit from Worksheet 1								
13e	Total deposits, deferrals, and refundable credits. Add lines 13a, 13b, 13c, and 13d 13e 8,350.20								
13f	13f Total advances received from filing Form(s) 7200 for the quarter								
13g	Total deposits, deferrals, and refundable credits less advances. Subtract line 13f from line	ne 13e . 13g 8,350.20							
14	14 Balance due. If line 12 is more than line 13g, enter the difference and see instructions 14								
15	Overpayment. If line 13g is more than line 12, enter the difference	Check one: Apply to next return. Send a refund.							
Part 2									
If you'	re unsure about whether you're a monthly schedule depositor or a semiweekly sci	nedule depositor, see section 11 of Pub. 15.							
16 C	Line 12 on this return is less than \$2,500 or line 12 on the return and you didn't incur a \$100,000 next-day deposit obligation during quarter was less than \$2,500 but line 12 on this return is \$100,000 federal tax liability. If you're a monthly schedule depositor, composemiweekly schedule depositor, attach Schedule B (Form 941). Go to	ng the current quarter. If line 12 for the prior or more, you must provide a record of your lete the deposit schedule below; if you're a Part 3.							
	You were a monthly schedule depositor for the entire quarter. E liability for the quarter, then go to Part 3.	nter your tax liability for each month and total							
	Tax liability: Month 1								
	Month 2								
	Month 3								
	Total liability for quarter Total must equal line 12.								
	You were a semiweekly schedule depositor for any part of this of Report of Tax Liability for Semiweekly Schedule Depositors, and attack								
► Y	ou MUST complete all three pages of Form 941 and SIGN it.	REV 12/22/20 QBDT Next ■▶							
Page 2		Form 941 (Rev. 7-2020)							

Name (r	not your trade name)			Employer is	dentification number (EIN)		
ALT:	ERNATIVE	AUTOMOTIVE	SERVICES, LLC.		55-08	366812		
Part 3	3: Tell us abo	out your business.	If a question does NOT	apply to your b	usiness, leave it	blank.		
17	If your busines	s has closed or you	stopped paying wages			Check here, and		
	enter the final d	late you paid wages	; al	so attach a stater	nent to your return	. See instructions.		
18	If you're a seas	sonal employer and	you don't have to file a r	eturn for every q	uarter of the year	Check here.		
19	Qualified healt	h plan expenses all	ocable to qualified sick le	eave wages .		19		
20	Qualified health plan expenses allocable to qualified family leave wages							
21	Qualified wages for the employee retention credit							
22	Qualified healt	h plan expenses all	ocable to wages reported	d on line 21		22		
23	Credit from Fo	rm 5884-C, line 11,	for this quarter			23		
24	Deferred amou	ınt of the employee	share of social security t	ax included on lir	ne 13b 2	24		
25	Reserved for f	uture use				25		
Part 4	4: May we sp	eak with your thir	d-party designee?					
				ther person to dis	cuss this return w	ith the IRS? See the instructions		
	X Yes. Desig	nee's name and pho	ne number THOMA	S DONELON		(561) 471-0501		
	Selec	t a 5-digit personal ic	entification number (PIN) t	o use when talkin	g to the IRS.	12345		
	☐ No.					REV 12/22/20 QBDT		
Part !	Sign here.	You MUST compl	ete all three pages of Fo	orm 941 and SIG	iN it.			
Unde and b	r penalties of perju pelief, it is true, con	ry, I declare that I have rect, and complete. Dec	examined this return, includin laration of preparer (other tha	g accompanying sci n taxpayer) is based	nedules and stateme on all information of	nts, and to the best of my knowledge which preparer has any knowledge.		
1	Sign y	our			Print your name here	MONICA WOJTAS		
	name				Print your title here	AUTH REP		
		Date 01/12/2	021		Best daytime	ohone (561) 640-4644		
——Pa	aid Preparer U	Jse Only			Check if you	're self-employed		
	arer's name				PTIN			
Prep	arer's signature				Date			
	's name (or yours f-employed)				EIN			
Addr	ress				Phone			
City				State	ZIP code			
Page 3				· <u> </u>		Form 941 (Rev. 7-2020)		

Schedule B (Form 941):

Panort	of Tay	Liahility	for	Semiweekly	Sc	hadula	Den	neitare
Report	or rax	LIADIIILV	101	Semiweekiv	ЭU	neaute	DED	USILUIS

Report of Tax Liab	ility for Semiweekly Sched	lule Depositors	OMB No. 1545-002	29
Rev. January 2017)	Department of the Treasury -	Internal Revenue Service	Report for this Quarter	
Employer identification numbe	er 55-0866812		(Check one.)	
Γ	ALTERNATIVE AUTOMOT	TVE SERVICES	1: January, February, March	
Name (not your trade name)	710101011111111111111111111111111111111	IVE BERVICED,	2: April, May, June	
Calendar year	2020	(Also check quarter)	3: July, August, September	
			X 4: October, November, December	

Use this schedule to show your TAX LIABILITY for the quarter; don't use it to show your deposits. When you file this form with Form 941 or Form 941-SS, don't change your tax liability by adjustments reported on any Forms 941-X or 944-X. You must fill out this form and attach it to Form 941 or Form 941-SS if you're a semiweekly schedule depositor or became one because your accumulated tax liability on any day was

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REV 12/22		-	Fill in your to	otal li	ability for the quarter (Mon	inth 1	+ Month 2 + Month 3) ►	Total liability for the quarter 8,350.2



September 24, 2020

Mr. Morris Hale & Ms. Teresa Hale, Owners Alternative Automotive Services, LLC 2702 Rockey Drive West Palm Beach, FL 33409

RE: Westgate CRA COVID-19 Small Business Emergency Relief Forgivable Loan Program

Alternative Automotive Services, LLC

Dear Mr. Hale & Ms. Hale:

On September 14, 2020, the Westgate CRA Board of Commissioners approved Alternative Automotive Services, LLC for \$10,000 in loan funding from the CRA's COVID-19 Small Business Emergency Relief Forgivable Loan Program. The loan funds must be used toward employee payroll and rent expenses as requested and preapproved in the Program application.

The Program provides eligible small businesses within the boundaries of the CRA district up to \$10,000 in an interest free loan. If the business can demonstrate compliance with the Program and provide evidence that the loan was expended on eligible expenses within one (1) year of the loan application approval date, the loan will be forgiven, and the business will not be required to repay the loan. A signed promissory note indicating the borrower's understanding of the Program terms and conditions, as well as a personal guaranty signed by the business owner has been provided to the Westgate CRA (copies are included herein).

The loan amount of \$10,000 for Alternative Automotive Services, LLC shall be due to be repaid to the Westgate CRA on September 14, 2021. Loan forgiveness is dependent upon providing the Westgate CRA with evidence in the form of rent receipts, quarterly employee summaries, or other acceptable evidence that the loan was expended on employee payroll and rent expenses.

It is the responsibility of the business owner to request loan forgiveness. Borrowers may request loan forgiveness at any time between the loan check date and the loan repayment date by submitting a formal request and required evidence to the Westgate CRA. The Westgate CRA reserves the right to contact the business owner any time during the loan period to ensure ongoing compliance with loan terms and conditions.

Sincerely,

Denise Pennell, FRA-RA

Senior Planner/Project Manager Westgate CRA, Palm Beach County

dpennell@pbcgov.org

561-640-8181x105

Generation One Inc.

2532 Okeechobee blvd

West Palm Beach Fl 33409

West Palm Beach, January 19th 2021

To Denise Pennell, Westgate CRA

Dear Denise, I request from the Westgate CRA that my small business emergency relief loan for the amount of: ten thousand dollars be forgiven.

I am providing you with proof of rent and insurance payments during the period of September 2020 and January 2021.

I am very grateful for the help provided by your services and your very professional help.

Please let me know if more documentation was necessary.

Sincerely, Jean Philippe Assuied, President

Date of Notice

9/19/20

Bankers Insurance Company

PO Box 33060

Policy Number

St Petersburg, FL 33733-8060

800-627-0000

Page 1 of 2

5000 00000 ввор врор Business Owners Policy

Agent Code: 0102582 Agent (561) 969-7100

09 0005803578 4 05

SHELLEY INSURANCE GROUP LLC

420 S STATE ROAD 7 STE 106 WEST PALM BEACH FL 33414

ADVANCED VISION

GENERATION ONE INC DBA 2532 OKEECHOBEE BLVD

WEST PALM BEACH FL 33409-4006

Installment Due Notice

Policy Period: 5/22/20 to 5/22/21

New Balance:

\$1,977.00

No.	Due Date	Amount	Status	No.	Due Date	Amount	Status
1 2 3 4 5 6	7/11/20 8/10/20 9/09/20 10/09/20 11/08/20 12/08/20	\$.00 \$.00 \$285.00 \$285.00 \$285.00 \$285.00	PAID PAID PAST DUE	7 8 9	1/07/21 2/06/21 3/08/21	\$285.00 \$285.00 \$282.00	

This payment schedule is effective as of the date of this notice and supersedes any previous schedules. The payments listed above include a service charge. You may pay the new balance in full to avoid remaining service charges.

If your payment is not received by the above due date, you will receive a notice of cancellation, and your lienholder/mortgagee/additional interest holder will be notified.

If you have signed up for autopay your payment will be withdrawn on the policy due date and you can disregard this bill.

To pay by mail return the bottom portion along with your payment or you can pay online at www.bankersinsurance.com

If you have any questions, please contact your agent.

****Free "Online Bill Pay" now available at www.bankersinsurance.com***

BANKERS Please WRITE YOUR POLICY NUMBER ON CHECK and make payable to: Bankers Insurance Company

Insured: ADVANCED VISION To Be Paid By: Insured

Due Date: New Balance:

Amount Enclosed: ___

10/09/20 \$1,977.00

Minimum Due:

\$570.00

PO BOX 33011

ST PETERSBURG, FL 33733-8011

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05000 00000 BBOP BPOP 090005803578405 00057000 DI 0201109

rev 3.23.96



Post date: 09/22/2020

Amount: -1,974.00

Type: Debit card

Purchaser: JEAN P ASSUIED

Description: BANKERS INSURANCE COMPA 09/21

PURCHASE 727-8234000 FL DEBIT CARD

*3858

6300

Merchant category: Insurance Sales, Underwriting, and Premiums

Merchant category

code:

Merchant name: BANKERS INSURANCE COMPA

Transaction category:

Insurance: Insurance

2532 OKEECHOBEE BOULEVARD, LLC

800 North Flagler Drive West Palm Beach, Florida 33401

October 26, 2020

Jean Philippe Assuied Advanced Vision 2532 Okecchobee Boulevard West Palm Beach, Florida 33409

re:

Rental Rate Adjustment

Dear Jean Philippe,

Pursuant to the Second Amendment to Lease, your base rent is to be adjusted annually commencing on April 1st, in accordance with the terms of the original lease agreement. At that time this year, we were in the midst of the Covid-19 pandemic with shut downs and business interruptions. We chose then to delay assessing any additional charges to our tenants. Now that we are reopening, we are resuming our regularly scheduled rent adjustments. However, we are going to forego collecting any retroactive amounts from April 1st and instead make the adjustment effective November 1, 2020. In ensuing years we will return to the proper anniversary date, with the next one being April 1, 2021.

Your new monthly rental remittance is calculated as follows:

Current Base Rent	\$ 3,798.60
Adjustment	x 3%
New Base Rent	\$ 3,912.56
CAM	768.66
Sales Tax (6.5%)	304,28
New Monthly Payment	\$ 4,985.50

Please begin remitting the new monthly payment amount in November, and feel free to contact my office if you have any questions. Thank you.

Sincerely,

Gerard Arsenault

Manager

GAA/sd

2532 OKEECHOBEE BOULEVARD, LLC

800 North Flagler Drive West Palm Beach, Florida 33401

November 6, 2020

Jean Philippe Assuied Advanced Vision 2532 Okeechobee Boulevard West Palm Beach, Florida 33409

re:

2020 Real Estate Taxes & Insurance

Dear Jean Philippe,

Enclosed is a copy of the 2020 real estate tax bill and annual insurance for the property located at 2532 Okcechobee Boulevard. In accordance with the terms of your lease agreement, you are responsible for these expenses. We have paid the tax and insurance and after an audit of your contributions have found that you have a balance as follows:

2020 Real Estate Tax	\$ 9,267.60
Insurance	2,986.94
(Premium \$3,083.44 Less Refund \$96.50)	
Total Expense	\$12,254.54
Less Monthly Payments \$768.66 per month x 12 months	(9,223.92)
Variance	\$ 3,030.62
	,
Sales Tax (6.5%)	196.99
Sub-Total	\$ 3,227.61
Less Credit for Overpayments	(873.22)
Total Due on Account	\$ 2,354,39

We would appreciate payment of the amount due on your account at your carliest convenience. Please call my office if you have any questions. Thank you.

Sincerely,

Gerard Arsenaul

Enclosures GAA/sd

Check number: 00000023750

Post date: 09/23/2020

Amount: -4,450.00

Type: Check

Description: Check

Merchant name: Check

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Transaction Cash, Checks & Misc: Checks category:

GENERATION ONE INC.

15M OFFICE HOUSE GROUP

WEST PANN SEIGHT 11 1969

DATE 09/12/2018

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Check number: 00000023751

Post date: 10/19/2020

Amount: -5,000.00

Type: Check

Description: Check

Merchant name: Check

Transaction

Cash, Checks & Misc: Checks

category:

GENERATION ONE INC.

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Amount: -1,200.00

Type: Check

Description: Check

Merchant name: Check

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Post date: 12/08/2020

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Type: Check '

Description: Check

Merchant name: Check

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Transaction Cash, Checks & Misc: Checks

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GENERATION ONE INC.

23504

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23504

DATE

12/23/2020

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12/23/20

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September 24, 2020

Mr. Jean Assuied, Owner Generation One d/b/a Advanced Vision 2532 Okeechobee Blvd. West Palm Beach, FL

RE:

Westgate CRA COVID-19 Small Business Emergency Relief Forgivable Loan Program Generation One d/b/a Advanced Vision

Dear Mr. Assuied:

On September 14, 2020, the Westgate CRA Board of Commissioners approved Generation One d/b/a Advanced Vision for \$10,000 in loan funding from the CRA's COVID-19 Small Business Emergency Relief Forgivable Loan Program. The loan funds must be used toward rent expenses as requested and pre-approved in the Program application.

The Program provides eligible small businesses within the boundaries of the CRA district up to \$10,000 in an interest free loan. If the business can demonstrate compliance with the Program and provide evidence that the loan was expended on eligible expenses within one (1) year of the loan application approval date, the loan will be forgiven, and the business will not be required to repay the loan. A signed promissory note indicating the borrower's understanding of the Program terms and conditions, as well as a personal guaranty signed by the business owner has been provided to the Westgate CRA (copies are included herein).

The loan amount of \$10,000 for Generation One d/b/a Advanced Vision shall be due to be repaid to the Westgate CRA on September 14, 2021. Loan forgiveness is dependent upon providing the Westgate CRA with evidence in the form of rent receipts, quarterly employee summaries, or other acceptable evidence that the loan was expended on rent expenses.

It is the responsibility of the business owner to request loan forgiveness. Borrowers may request loan forgiveness at any time between the loan check date and the loan repayment date by submitting a formal request and required evidence to the Westgate CRA. The Westgate CRA reserves the right to contact the business owner any time during the loan period to ensure ongoing compliance with loan terms and conditions.

Sincerely,

Denise Pennell, FRA-RA

Senior Planner/Project Manager Westgate CRA, Palm Beach County

dpennell@pbcgov.org

561-640-8181x105



Tender Love & Care C.D.C. 1859 Seminole Blvd. West Palm Beach, FL 33409 Ph. (561) 684-2600 Fax (561) 684-6623

Email: tenderlovecdc@yahoo.com

1/29/2021

Westgate CRA, Palm Beach County

RE: Loan Forgiveness for the COVID-19

Small Business Emergency Relief Forgivable Loan Program

I Mirian Walker the owner of Tender Love & Care Child Development Center, INC. Would like to request loan forgiveness for the loan I received on September 14, 2020 in the amount of \$10,000.00. I am sending the required evidence to show the expended-on payroll expenses. (941 fourth quarterly employee summaries)

38

Form 941 for 2020: Employer's QUARTERLY Federal Tax Return 950120 OMB No. 1545-0029 Department of the Treasury - Internal Revenue Service Report for this Quarter of 2020 33-1059847 Employer identification number (EIN) (Check one.) 1: January, February, March Name (not your trade name) TENDER LOVE & CARE CHILD 2: April, May, June Trade name (If any) 🔟 3: July, August, September 1859 Seminole Blvd Address X 4: October, November, December Number Suite or room number Go to www.irs.gov/Form941 for instructions and the latest information. West Palm Beach FL 33409 ZIP code City State Foreign province/county Foreign postal code Foreign country name Read the separate instructions before you complete Form 941. Type or print within the boxes. Answer these questions for this quarter. Part 1: Number of employees who received wages, tips, or other compensation for the pay period including: Sept. 12 (Quarter 3) or Dec. 12 (Quarter 4) --156,673.82 2 Wages, tips, and other compensation Federal income tax withheld from wages, tips, and other compensation 3 16,577.75 If no wages, tips, and other compensation are subject to social security of Medicare tax Check and go to line 6. Column 1 Column 2 134,198.30 x 0.124 = 16,640.60 Taxable social security wages x 0:062 = 00 (i) Qualified sick leave wages 5a .00 \hat{x} 0.062 = .00 (ii) Qualified family leave wages Taxable social security tips x 0.124 =.00 0.34,198.30 $\times 0.029 =$ 3,891.78 Taxable Medicare wages & tips 5c Taxable wages & tips subject to .00 .00 x 0.009 =Additional Medicare Tax withholding Total social security and Medicare taxes. Add Column 2 from lines 5a, 5a(i), 5a(ii), 5b, 5c, and 5d 20,532.38 Fρ 00 Section 3121(g) Notice and Demand Tax due on unreported tips (see instructions) 37,110.13 Total taxes before adjustments. Add lines 3, 5e, and 5f Current quarter's adjustment for fractions of cents .00 7 Current quarter's adjustment for sick pay .00 .00 Current quarter's adjustments for tips and group-term life insurance 9 37,110.13 Total taxes after adjustments. Combine lines 6 through 9 10 .00 Qualified small business payroll tax credit for increasing research activities. Attach Form 8974 11a 11a

You MUST complete all three pages of Form 941 and SIGN it.

11b

Next :

.00

00

Nonrefundable portion of employee retention credit from Worksheet 1

Nonrefundable portion of credit for qualified sick and family leave wages from Worksheet 1 11b

	not your trade name) ENDER LOVE & CARE CHILD	Employer ide	entification number (EIN) 59847
Part 1		00 200	
11d	Total nonrefundable credits. Add lines 11a, 11b, and 11c	11d	.00
12	Total taxes after adjustments and nonrefundable credits. Subtract line 11d from line	10 . 12	37,110.13
13a	Total deposits for this quarter, including overpayment applied from a prior quarte overpayments applied from Form 941-X, 941-X(PR), 944-X(sP) filed in the current quarter overpayments.	er and uarter 13a	37,110.13
13b	Deferred amount of social security tax	13b	.00
13c	Refundable portion of credit for qualified sick and family leave wages from Worksi	neet 1 13c	.00
13d	Refundable portion of employee retention credit from Worksheet 1		.00
13e	Total deposits, deferrals, and refundable credits. Add lines 13a, 13b, 13c, and 13d		37,110.13
13f	Total advances received from filing Form(s) 7200 for the quarter	33 13f	.00
13g	Total deposits, deferrals, and refundable credits less advances. Subtract line 13f from line	13e. 13g	37,110.13
14	Balance due. If line 12 is more than line 13g, enter the difference and see instructions		.00
		Check one:	Apply to next return, Send a refund,
Part 2	No. North		
	check one: Line 12 on this return is less than \$2,500 or line 12 on the return and you didn't incur a \$100,000 next-day deposit obligation during quarter was less than \$2,500 but line 12 on this return is \$100,000 federal tax liability. If you're a monthly schedule depositor, complessemiweekly schedule depositor, attach schedule B (Form 941). Go to	for the prions of the curre or more, vo	or quarter was less than \$2,500, nt quarter. If line 12 for the prior way must provide a record of your
	You were a monthly schedule depositor for the entire quarter. Ente liability for the quarter, then go to Part 3	er your tax lia	bility for each month and total
	Tax liability: Month 1		
	Month 2		•
	Month 3		
		ust equal lin	
	You were a semilweekly schedule depositor for any part of this qua Report of Tax Elability for Semiweekly Schedule Depositors, and attach	rter. Compli it to Form 94	ete Schedule B (Form 941), 1. Go to Part 3.
	ou MUST complete all three pages of Form 941 and SIGN it.		Next 1
Page 2			Form 941 (Rev. 7-2020)

Name (not your trade name)	Employer identification number (EIN)
TENDER LOVE & CARE CHILD	33-1059847
Part 3: Tell us about your business. If a question does NOT apply to your	business, leave it blank.
17 If your business has closed or you stopped paying wages	Check here, and
enter the final date you paid wages; also attach a state	ment to your return. See instructions.
18 If you're a seasonal employer and you don't have to file a return for every of	quarter of the year
19 Qualified health plan expenses allocable to qualified sick leave wages	.00
20 Qualified health plan expenses allocable to qualified family leave wages -	.00
21 Qualified wages for the employee retention credit	.00
22 Qualified health plan expenses allocable to wages reported on line 21	.00
23 Credit from Form 5884-C, line 11, for this quarter	23 .00
24 Deferred amount of the employee share of social security tax included on it	line 136 .00
25 Reserved for future use	25
Post 4: May we great with your third party degleroes?	
Part 4: May we speak with your third-party designee? Do you want to allow an employee, a paid tax preparer, or another person to di	scuss this return with the IRS? See the instructions
for details.	
☐ Yes. Designee's name and phone number	
Select a 5-digit personal identification number (PIN) to use when talking	ng to the IRS.
□ No.	
Part 5: Sign here. You MUST complete all three pages of Form 941 and SIG	
Under penalties of perjury, I declare that I have examined this return including accompanying and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is be	schedules and statements, and to the best of my knowledge used on all information of which preparer has any knowledge.
V Sign your	Print your name here Heather Healy
name here 21.0. Hours	Print your title here ADP ATTY-IN-FACT
Date 01-12-2021	Best daytime phone
Paid Preparer Use Only	Check if you're self-employed
Preparer's name	PTIN
Preparer's signature	Date
Firm's name (or yours if self-employed)	EIN
Address	Phone
City	ZIP code
Page 3	Form 941 (Rev. 7-2020)

Schedule B (Form 941): Report of Tax Liability for Semiweekly Schedule Depositors

(Rev. January 2017)	аы	•		reasury – Internal Revenue S	-		OMB No. 1545-0029
Employer identification num (EIN)	ber	33-1059847				Repo (Check	ort for this Quarter
Name (not your trade name)	TE	NDER LOVE & CAR	E	CHILD		1:	January, February, March
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		2020		<i>(</i> , 100 0110			July, August, September
						1=	October November, December
						# <u></u>	October November, December
Form 941-SS, don't change Form 941 or Form 941-SS	yc If	our tax liability by adjustm you're a semiweekly scho	ed ed	its reported on any Formule depositor or became	s 9 on	41-X or 944-X. You must	flie this form with Form 941 or fill out this form and attach it to ated tax liability on any day was s were paid. See Section 11 in
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		Fill in your to	ota	i liability for the quarter (Mon Total must equal line 12 o		I + Month 2 + Month 3) ► Form 941 or Form 941-SS.	37,110.13
For Paperwork Reduction A	ct N	otice, see separate instructi	ioi				Schedule B (Form 941) (Rev. 1-201)

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September 24, 2020

Ms. Mirian Walker Tender Love & Care Child Development Center, Inc. 1859 Seminole Blvd. West Palm Beach, FL 33409

RE: Westgate CRA COVID-19 Small Business Emergency Relief Forgivable Loan Program

Tender Love & Care Child Development Center, Inc.

Dear Mr. Assuied:

On September 14, 2020, the Westgate CRA Board of Commissioners approved Tender Love & Care Child Development Center, Inc. for \$10,000 in loan funding from the CRA's COVID-19 Small Business Emergency Relief Forgivable Loan Program. The loan funds must be used toward payroll expenses, as requested and pre-approved in the Program application.

The Program provides eligible small businesses within the boundaries of the CRA district up to \$10,000 in an interest free loan. If the business can demonstrate compliance with the Program and provide evidence that the loan was expended on eligible expenses within one (1) year of the loan application approval date, the loan will be forgiven, and the business will not be required to repay the loan. A signed promissory note indicating the borrower's understanding of the Program terms and conditions, as well as a personal guaranty signed by the business owner has been provided to the Westgate CRA (copies are included herein).

The loan amount of \$10,000 for Tender Love & Care Child Development Center, Inc. shall be due to be repaid to the Westgate CRA on September 14, 2021. Loan forgiveness is dependent upon providing the Westgate CRA with evidence in the form of quarterly employee summaries, or other acceptable evidence that the loan was expended on payroll expenses.

It is the responsibility of the business owner to request loan forgiveness. Borrowers may request loan forgiveness at any time between the loan check date and the loan repayment date by submitting a formal request and required evidence to the Westgate CRA. The Westgate CRA reserves the right to contact the business owner any time during the loan period to ensure ongoing compliance with loan terms and conditions.

Sincerely,

Denise Pennell, FRA-RA

Senior Planner/Project Manager Westgate CRA, Palm Beach County

dpennell@pbcgov.org

561-640-8181x105

INTERLOCAL AGREEMENT

BY AND BETWEEN PALM BEACH COUNTY

AND WESTGATE BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY (CRA) FOR

SEMINOLE BLVD FROM OSWEGO AVE TO OKEECHOBEE BLVD PROJECT #2021023

This INTERLOCAL AGREEMENT for Seminole Blvd. from Oswego Ave. to Okeechobee Blvd. Project #2021023 is made as of the ______ day of ______, 20_____ (AGREEMENT), by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY) and Westgate Belvedere Homes CRA, a Community Redevelopment Agency (AGENCY) (individually Party and collectively Parties).

WITNESSETH:

WHEREAS, Section 163.01 of the Florida Statutes allows governmental units 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 provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the AGENCY has identified a need to provide improvements to Seminole Blvd. which comprises Seminole Blvd. from Oswego Ave. to Okeechobee Blvd., Project #2021023 (PROJECT); and

WHEREAS, the PROJECT is located on COUNTY rights of way within the geographic limits of the AGENCY; and

WHEREAS, the PROJECT qualifies for a Florida Department of Transportation (FDOT) administered Local Agency Program (LAP) grant, a cost-reimbursement program where projects are submitted to the Palm Beach County Transportation Planning Authority (TPA) for ranking and prioritization for funding; and

WHEREAS, the AGENCY has requested that the COUNTY, a certified agency for the LAP through the FDOT, sponsor the LAP grant application on AGENCY's behalf (Grant Application); and

WHEREAS, for the AGENCY to receive the benefits of the LAP grant, the COUNTY and FDOT have to enter into an agreement, outlining the terms and conditions upon which the LAP grant will be provided to the COUNTY (LAP AGREEMENT); and

WHEREAS, pursuant to FDOT District IV LAP AGREEMENT policies, the COUNTY is required to design and construct the PROJECT; and

WHEREAS, the COUNTY may in the future modify the PROJECT within the limits of the PROJECT and the COUNTY right of way (FUTURE IMPROVEMENTS); and

WHEREAS, the COUNTY may desire to undertake the FUTURE IMPROVEMENTS before the expiration of useful life of the PROJECT; and

WHEREAS, the FUTURE IMPROVEMENTS will require complete or partial removal and/or reconfiguration or relocation of the PROJECT from the COUNTY's right-of-way; and

WHEREAS, at the COUNTY's request, the AGENCY agrees to reconfigure and relocate or remove the PROJECT's improvements from the rights-of-way to the COUNTY's satisfaction within 180 days of the COUNTY's request; and

WHEREAS, if the LAP AGREEMENT or any other applicable Grant Application condition requires the COUNTY to repay or return any funds that the COUNTY expended for the PROJECT, the AGENCY agrees to fully reimburse the COUNTY; and

WHEREAS, the Parties declare it to be in the public interest for the PROJECT to be constructed; and

WHEREAS, the AGENCY is desirous of taking over maintenance liability of the PROJECT; and

WHEREAS, the COUNTY shall have the right, but not the obligation to maintain the PROJECT.

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

<u>Section 1 - Recitals</u> - The above recitals are true and correct and are incorporated herein.

Section 2 - Scope of PROJECT and Parties' Commitments and Duties

2.1 Scope of Projects. Upon approval of the Grant Application by FDOT, COUNTY agrees to perform the following:



2.1.1 Scope - Design and construct street lighting, sidewalks and sodding on Seminole Blvd. The improvements shall be per the approved design section in the Grant Application.

2.1.2 Exemptions from Scope

No road improvements are anticipated as part of this PROJECT. No right-of-way acquisition is anticipated as part of this PROJECT. No mitigation requirements are anticipated as part of this PROJECT.

2.2 AGENCY Commitments and Duties. Upon approval of the Grant Application by FDOT, AGENCY shall perform the following duties:

- Forward all grant requirements and conditions received from FDOT, to the COUNTY.
- Forward all background information received for the PROJECT to the COUNTY.
- Provide specific guidance and information regarding the PROJECT scope (including aesthetic requirements).
- Perform all public coordination and address all public information requests regarding the PROJECT.
- Whenever COUNTY desires to proceed with the FUTURE IMPROVEMENTS, the COUNTY has the right to reconfigure and relocate or remove, or request that the AGENCY reconfigure and relocate or remove, the PROJECT from the Seminole Blvd. right-of-way. The AGENCY shall reconfigure and relocate or remove the PROJECT to the COUNTY's satisfaction within one hundred and eighty (180) days of the COUNTY's request, or be responsible for all costs and fees related to the COUNTY's reconfiguration and relocation or removal of the PROJECT from the Seminole Blvd. right-of-way (REMOVAL COSTS). The AGENCY shall submit full payment to the COUNTY within 30 days of the date of the COUNTY's invoice of the REMOVAL COSTS.

• Funding Requirements

• The AGENCY shall pay to the COUNTY, all funds necessary for the design of the PROJECT by check. The AGENCY's payment amount shall cover all costs for the design consultant, advertising, COUNTY staff time, permitting, and a 25% contingency. The AGENCY shall provide the check prior to the COUNTY advertising for a design consultant. COUNTY will not advertise for design consultant services before receiving payment from the AGENCY. Notwithstanding

the above, the COUNTY shall provide a good faith estimate to the AGENCY for this work.

- The AGENCY shall pay to the COUNTY, all funds necessary for the construction and Construction Engineering Inspection (CEI) of the PROJECT by check, within 30 days of payment request by COUNTY. AGENCY's payment amount shall cover all costs for the construction, advertising, COUNTY staff time, inspections, CEI, and a 25% contingency. The AGENCY shall provide the check prior to the COUNTY advertising for a construction contractor. Notwithstanding the above, the COUNTY shall provide a good faith estimate to the AGENCY for this work.
- The AGENCY shall pay for any supplemental services to the design contract, or change orders to the construction contract within 30 days of being notified of the change order and additional costs, prior to the COUNTY authorizing those services.
 COUNTY will not authorize the supplemental services or change order without receiving approval for the change order or supplemental services from the AGENCY and payment from the AGENCY.
- Any contingency funds remaining at the end of the construction phase shall be returned to the AGENCY.
- If FDOT does not reimburse the COUNTY, the AGENCY shall not receive reimbursement funds and shall be responsible for funding the PROJECT to the conclusion of construction if notice to proceed has already been issued to the contractor or if the LAP AGREEMENT commitments require construction completion.

2.3 COUNTY Commitments and Duties. COUNTY agrees to perform the following:

- Enter into a LAP AGREEMENT with FDOT for the LAP program grant.
- The COUNTY shall reimburse the AGENCY as funding reimbursement is received from FDOT. The amount of reimbursement will equal the grant funds received.
- Provide a copy of all LAP AGREEMENT communications to the AGENCY.
- Hire design consultant to produce plans, acquire necessary permits, and prepare required LAP documentation for FDOT.

- COUNTY shall invite AGENCY to participate in the scoping of work for the PROJECT.
- Coordinate with FDOT to meet all design phase LAP and federal requirements.
- Prepare bid documents and contract for construction of the PROJECT, including overseeing the bidding process, and contract finalization.
- Hire CEI or use in-house staff to administer contract for construction of the PROJECT as required by LAP. This includes engineering coordination.
- Return any unused funding received from the AGENCY at the conclusion of the construction phase of the PROJECT.
- **2.4 Maintenance and Operation of PROJECT -** Upon the COUNTY's final acceptance of the construction of the PROJECT, the COUNTY shall convey and the AGENCY shall accept full responsibility for operation and maintenance of the PROJECT. Upon the issuance of a Notice to Proceed to begin construction of the PROJECT by the COUNTY, AGENCY shall apply to the COUNTY for a right-of-way permit to allow AGENCY to perform maintenance of the PROJECT (ROW PERMIT). Upon the COUNTY's final acceptance of the construction of the PROJECT, the COUNTY shall be relieved of all duties and responsibilities for the PROJECT.

The AGENCY agrees to accept the maintenance obligation and the liability for the PROJECT, in perpetuity or until the AGENCY ceases to exist and to grant the COUNTY the right, but not the obligation to maintain the PROEJCT.

Section 3 - Termination

- 3.1 The COUNTY may elect to terminate this AGREEMENT, for any reason and at any time, including before the expiration of the useful life of the PROJECT, by providing the AGENCY written notice. Within ninety (90) days of receipt of written termination notice, the AGENCY shall reconfigure and remove all PROJECT improvements, and restore the right of way to its original or like condition, or be responsible for all costs and fees related to the COUNTY's Removal Costs. The AGENCY shall submit full payment to the COUNTY within 30 days of the date of the COUNTY's invoice of the REMOVAL COSTS.
- 3.2 Upon termination, if the LAP AGREEMENT or any other applicable LAP program grant condition requires the COUNTY to repay or return any funds that the COUNTY expended for the PROJECT, the AGENCY shall fully reimburse the COUNTY, within sixty (60) days of the COUNTY's request for reimbursement.

Section 4 - Indemnification - The AGENCY shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers free and harmless from and against any and all claims, liability, expenses, losses, costs, fines and damages or causes of action of every kind or character including attorney's fees, whether at trial or appellate levels or otherwise arising out of or related to the PROJECT, or arising during or as a result of the AGENCY's performance of the terms of this AGREEMENT, or due to the acts or omissions of the AGENCY. The AGENCY's aforesaid indemnity and hold harmless obligations shall apply to the fullest extent permitted by law. Notwithstanding the foregoing, nothing set forth in this paragraph shall constitute a waiver of sovereign immunity beyond the limits set forth at Section 768.28, Florida Statutes. This paragraph shall survive the expiration or termination of this AGREEMENT.

<u>Section 5 - Enforcement Costs</u> - In any action brought by either Party to enforce this AGREEMENT, each Party shall be responsible for its own attorneys' fees and costs.

Section 6 - Independent Contractor - COUNTY and the AGENCY are and shall be, in the performance of all work, services and activities under this AGREEMENT Independent Contractors and not employees, agents or servants of the other party. All COUNTY employees engaged in the work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to COUNTY's sole direction, supervision, and control. All AGENCY employees engaged in the work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to AGENCY's sole direction, supervision, and control. The Parties shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the parties relationship and the relationship of its employees to the other party shall be that of an Independent Contractor and not as employees or agents of the other.

COUNTY does not have the power or authority to bind the AGENCY in any promise, agreement or representation.

<u>Section 7 – Personnel</u> - COUNTY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this AGREEMENT. Such personnel shall not be employees of or have any contractual relationship with the AGENCY.

All of the services required hereinunder shall be performed by COUNTY or its consultant, and personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

<u>Section 8 Insurance</u> - Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes (STATUTE), the AGENCY represents that it is self-insured with coverage subject to the limitations of the STATUTE, as may be amended. If the AGENCY is not self-insured, the AGENCY shall, at its sole expense, purchase and maintain in full force and effect at

all times during the life of this contract, insurance coverage at limits not less than those contained in the STATUTE. Should the AGENCY purchase excess liability coverage, the AGENCY agrees to include the COUNTY as an Additional Insured. The AGENCY agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes. Should the AGENCY contract with a third-party (CONTRACTOR) to perform any service related to the AGREEMENT, the AGENCY shall require the CONTRACTOR to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include the AGENCY and the COUNTY as Additional Insureds. The AGENCY shall also require that the CONTRACTOR include a Waiver of Subrogation against the COUNTY.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the AGENCY shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the AGENCY of its liability and obligations under this AGREEMENT.

<u>Right to Review</u> COUNTY reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the COUNTY reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operating legally.

<u>Section 9 - Breach and Opportunity to Cure</u> - The parties expressly covenant and agree that in the event either party is in default of its obligations under this AGREEMENT, each party shall have thirty (30) days written notice before exercising any of its rights.

<u>Section 10 - Notice</u> - All notices required or allowed under this AGREEMENT shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

All notices to the AGENCY shall be sent to:

Westgate Belvedere Homes CRA 1280 N. Congress Avenue, Suite 215 West Palm Beach, FL 33409 Attn: Elizee Michel, Executive Director

All notices to the COUNTY shall be sent to:

Tanya N. McConnell, P.E., Deputy County Engineer Palm Beach County Engineering and Public Works Department P.O. Box 21229 West Palm Beach, FL 33416-1229

<u>Section 11 - Modification and Amendment</u> - Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith. Except that either party may from time to time change the address to which notice under this AGREEMENT shall be given upon three (3) days prior written notice to the other party.

<u>Section 12 – Remedies</u> - This AGREEMENT shall be governed by and in accordance with the laws of the State of Florida. Any legal action necessary to enforce this AGREEMENT shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

<u>Section 13 - No Waiver</u> - Any waiver by either Party of its rights with respect to a default under this AGREEMENT, or with respect to any other matters arising in connection with this AGREEMENT, shall not be deemed a waiver with respect to any subsequent default or other matter. The failure of either Party to enforce strict performance by the other Party of any of the provisions of this AGREEMENT or to exercise any rights under this AGREEMENT shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance.

<u>Section 14 - Joint Preparation</u> - The preparation of this AGREEMENT has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

<u>Section 15 - Non-Discrimination</u> - The Parties agree to comply with the COUNTY's Nondiscrimination Policy, as described in Resolution 2017-1770, as amended, and that neither party conducts business with nor appropriate funds to any entity that practices discrimination on the basis or race, color, national origin, disability, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity or expression, disability, or genetic information. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

<u>Section 16 - Filing</u> - A copy of this AGREEMENT shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

<u>Section 17 - Compliance with Codes and Laws</u> - COUNTY and AGENCY shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this AGREEMENT. COUNTY and AGENCY further agree to include this provision in all subcontracts issued as a result of this AGREEMENT.

Section 18 - Office of the Inspector General - The 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's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records to require the production of records, and to audit, investigate, monitor, and inspect the activities of the APPLICANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and 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.

<u>Section 19 - Public Entity Crime Certification</u> - As provided in F.S. 287.132-133, as may be amended from time to time, by entering into this AGREEMENT or performing any work in furtherance hereof, COUNTY shall have its consultant certify that their affiliates, suppliers and sub consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

<u>Section 20 - Severability</u> - If any section, paragraph, sentence, clause or provision of this AGREEMENT is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this AGREEMENT.

<u>Section 21 - Entirety of AGREEMENT</u> - COUNTY and AGENCY agree that this AGREEMENT and the ROW Permit referenced in Section 2.5 set forth the entire agreement between the parties and there are no promises or understandings other than those stated herein.

<u>Section 22 - Survival</u> - The obligations, rights, and remedies of the Parties hereunder, which by their nature survive the termination of this AGREEMENT or the completion of the Project, shall survive such termination or Project completion and inure to the benefit of the Parties.

<u>Section 23 - Third Party Beneficiary</u> - 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 the AGENCY.

<u>Section 24 - Assignment</u> - Neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this AGREEMENT without the prior written consent of the other.

<u>Section 25 - Effective Date</u> - This AGREEMENT shall become effective immediately upon the execution by both parties and upon filing with the Clerk of the Circuit Court of Palm Beach County, Florida.

<u>Section 26 - Counterparts</u> - This CONTRACT, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same CONTRACT. The COUNTY may execute the CONTRACT through electronic or manual means. CONSULTANT shall execute by manual means only, unless the COUNTY provides otherwise.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this CONTRACT for Seminole Blvd. from Oswego Ave. to Okeechobee Blvd. Project Number 2021023 on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

OWNER:		
APPROVED AS TO TERMS		
AND CONDITIONS		
Ву:		
Morton L. Rose, P.E.		
Director of Roadway Production		
AGENCY:	ATTEST WITNESS:	
Westgate Belvedere Homes Community		
Redevelopment Agency		
	_ Signature	
Ronald Daniels, Board Chair		
	Name (type or print)	
(Seal)	<u> </u>	
	Signature	
	Name (type or print)	

{SIGNATURE PAGES CONTINUED}

ATTEST:	COUNTY:				
Joseph Abruzzo	Palm Beach County, a Political Subdivision of the				
Clerk of the Circuit Court & Comptroller	State of Florida, by and through its Board of Cour Commissioners				
Ву:					
Deputy Clerk	Ву:				
	Dave Kerner, Mayor				
APPROVED AS TO FORM					
AND LEGAL SUFFICIENCY	(Seal)				
Ву:					
Yelizaveta B. Herman					
Assistant County Attorney					

2/2/2021 or 1/20/2021 Scope + Fee for St

EXHIBIT "A"

SEMINOLE BOULEVARD – OSWEGO DRIVE to OKEECHOBEE BLVD ENGINEERING DESIGN SERVICES

Palm Beach County Project No. 2021023

SCOPE OF SERVICES

January 29, 2021

OVERVIEW

Palm Beach County is assisting the Westgate/Belvedere Homes CRA in obtaining FDOT LAP Funding for installing multi-use trails and pedestrian lighting along Seminole Boulevard from Oswego Dr. to Okeechobee Blvd. in unincorporated Palm Beach County. Seminole Boulevard is a collector road serving the historical Westgate community. The project length is approximately ½ mile.

Seminole Boulevard is proposed to receive 12-foot-wide sidewalks (multi-use trails) on the west side of the road and 10-foot wide sidewalks on the east side of the road, by widening the existing sidewalks, nine (9) crosswalks at cross street intersections, and twenty-five (25) streetlights dispersed in a zig-zag fashion. These are approximate values and may change slightly following engineering analysis. Sidewalks must conform to current ADA standards, to be applied at each of an estimated 17 side-street crossings, and likely requiring reconstruction of certain driveway aprons within the rights-of-way, to be evaluated on a case-by-case basis. The existing right-of-way width is 100 feet. No additional right-of-way acquisition or easements into private property are permitted. No drainage improvements, nor street improvements are included in this scope. Landscape design, proposed in the TPA funding application and background report, will be performed by others.

Due to the age of the affected neighborhood, FDOT LAP funding requires that the local cultural resources be identified, and any potential impacts of the proposed project be properly assessed. For this reason, a cultural resource assessment will be performed.

The basic services for this project include:

- 1. Civil Engineering & Project Management (by Mock Roos)
- 2. Electrical Engineering (by Hillers Electrical Engineering)
- 3. Land Surveying (by Brown & Phillips)
- 4. Cultural Resource Assessment (by Janus Research)

This proposal provides for engineering services required through the preparation of final plans. During the plan development progress, the County and CRA will review the expected overall project costs based upon the scope of construction and the desired lighting fixtures and poles to be installed.

All work to be performed under this scope of services shall be in accordance with the terms and provisions of the Basic Services agreement as an Annual Civil Engineering Consultant, including amendments, between Palm Beach County and Mock Roos, dated June 4, 2019. Any additional

services requested by the County beyond this scope of services shall be performed under a separate authorization.

SCOPE OF SERVICES DESCRIPTION

Project Management:

Mock Roos will provide project team management through the LAP Funding process by:

- 1. Preparing a team project schedule to meet the requirements of the established FDOT schedule and monitor the team's progress.
- Coordinate with each subconsultant by establishing specific scope requirements, reviewing their work performance, assembling progress submittals and distributing comments received, communicating between the County and each team firm, and providing financial coordination.
- 3. Coordinate directly with the County on the progress schedule, submittals, and communicating directives from either the County or FDOT. Up to two (2) virtual meetings are estimated with the County and/or FDOT.
- 4. Providing plans for County & FDOT reviews, and prepare responses to agency comments, as follows:
 - a. Initial 35% progress submittal to County; make revisions resubmit to County for FDOT submittal; make FDOT revisions resubmit 35% to FDOT.
 - b. 65% progress submittal to County; incorporate 35% review comments; hold revisions for next FDOT submittal.
 - c. Constructability (96%) progress submittal to County including revisions from 65% review – resubmit 96% package to County for FDOT submittal; review FDOT comments; prepare responses to FDOT Constructability comments and make appropriate plan revisions.
 - d. Final (100%) submittal to County; make revisions resubmit to County for FDOT Production Package submittal; make FDOT revisions, if any resubmit Final Production Package to County for FDOT.

All submittals to be made electronically and as hardcopy upon request (2 sets each).

5. Assist Palm Beach County by addressing questions and providing relevant data to FDOT for obtaining the LAP Funding on this project.

Land Surveying:

Brown & Phillips (B&P) will perform a specific purpose/topographic survey that will include the following tasks:

Horizontal Project Network Control

Using the information supplied by Palm Beach County, B&P will establish the Right-of-Way for Seminole Boulevard. A traverse will be run through the route and found monumentation will be tied in. The survey will be oriented to Palm Beach County horizontal control (NAD 83/90 Adjustment). The sectional and geodetic control information will be obtained from the Palm Beach County Survey Department. B&P will prepare a project network control (PNC) sheet meeting Palm Beach County standards.

The limits of the survey are Seminole Boulevard from south of Oswego Drive to the southern-most edge of pavement of Okeechobee Boulevard. Each connecting side street intersection will be surveyed up to 25 feet beyond the extended Seminole Boulevard right-of-way.

Right-of-Way

B&P will review and compile any title information furnished for the R/W, abutting properties, easements, and restrictions. No search of the Public Records will be performed. Review of the title package and plotting all R/W documents and easements on the Survey will be performed. The County will be alerted of any missing R/W segments that make up the entire R/W corridor. All gaps or overlaps will be brought to the County's attention.

Vertical Project Network Control

A level run will be performed along the route using the existing Palm Beach County benchmarks (NAVD 1988). Benchmarks will be set along the route, not exceeding 600 feet apart. All benchmarks will be set outside of the proposed limits of construction.

Baseline Layout

B&P will lay out the baseline at 100-foot intervals setting appropriate points at each station. The baseline will be laid out within the limits of the 2,600'± route. These baseline points will be used in the topographic and cross section phase to locate features and facilitate checks. The existing right-of-way will be staked at 100-foot intervals in accordance with the PBC Design Standards, page 20, phase IIE.

Reference Points

B&P will reference the baseline at intervals not exceeding 1,000 feet along the route. These points will be used to replace disturbed baseline stations. Up to three (3) horizontal control points will be established. Baseline control (begin/end project all PC's & PT's) both horizontal and vertical will be set and referenced outside the limits of construction.

Section Ties and Property Ties

B&P will tie in section corners and property corners along the route to check the present alignment of Seminole Boulevard. Surveyors will attempt to locate as many corners as possible to positively establish the current rights of way. A minimum of two (2) Palm Beach County geodetic points will be tied into to meet County requirements. Subdivision corners, section

corners and other existing control monumentation that will assist in the establishment of the R/W will be located and shown on the Survey.

Topography

A topographic survey will be performed along the route. This survey will tie in all visible features such as, but not limited to, signs, light poles, guardrails, utilities, walks, edge of pavement, curbing, drainage structures, trees, etc. These locations will show all features within the corridor from right of way to right of way extending to 10' outside the proposed right of way (as provided prior to start of the field work). Driveway elevations along each side and in the middle of each driveway will be obtained. In addition, all sidewalk ramps will be checked for ADA slopes. No finish floor elevations will be obtained.

Cross Sections and TIN Creation (DTM)

Field surveyed cross sections will be performed along the route at 100-foot intervals. These cross sections will cover the roadway to the right of way lines and extend to 10 feet outside of the right of way (as provided prior to start of the field work). In addition, a TIN file will be prepared with all the corresponding break lines for the design of the roadways. Since a TIN is required, this will entail additional information to be obtained on the cross sections to accurately depict the existing conditions. The TIN file will be part of the submittal to Palm Beach County.

As-Builts

B&P will attempt to get as-built information on all the pipes leading out of any storm structures found. Invert elevations, pipe sizes and materials for all pipes located including outfall pipes, will be obtained.

Closure

A certified Signed and Sealed Topographic Survey (11" x 17" sheets on a 1" = 40' scale) will be prepared and delivered to the County, to be included with the engineering plans showing the existing R/W and supporting record information, in addition to all improvements as outlined. B&P will provide Mock•Roos with an AutoCAD file in the version requested. Any additional work will be performed on an hourly basis as approved by the County.

Civil Engineering:

Professional services shall include the preparation of a set of engineering construction plans and estimated costs for the construction of the above-described multi-use trails on Seminole Boulevard. The following tasks will be performed:

- 1. Prepare construction drawings in accordance with Palm Beach County Design Standards, consisting of:
 - a. Plan View Base Map from surveys, on County aerial photography.
 - b. Inclusion of any public utilities in the project area that may affect the project, to be incorporated in the base map file. Survey and/or base maps will be provided to the County for direct coordination with utility companies in the project area.

- c. Project Location/Title Sheet.
- d. Seminole Boulevard Typical Section showing the proposed improvements (multi-use paths and streetlights).
- e. Construction Plan Sheets (dual plan view 3 estimated, 1"=40' scale 11x17 format) indicating finished grades, ADA crosswalk, supporting data, etc. (no profiles of streets required)
- f. Construction Notes and Legends.
- g. Street Cross Sections (up to 27 sections)
- h. Summary of Quantities table with Pay Item footnotes, as required.
- 2. Maintain current swales between existing roadway pavement and the proposed multiuse trails within the R/W, so as not to affect the current drainage system for Seminole Boulevard.
- 3. Design of new storm collection pipes and/or structures is not anticipated.
- 4. It appears that this segment of Seminole Blvd has been permitted by SFWMD under two (2) separate permits 50-03292-S and 50-05060-P. This project likely *does not* qualify for an Exempt Permit Status from SFWMD (Ref. 62-330.051 (4) (c)) as minor roadway safety construction due to the 12-foot and 10-foot wide multi-use trails on both sides of the roadway. It is apparent that two (2) permit modifications will be required. We will address the permit requirements with SFWMD and prepare the appropriate applications with supporting documents for receipt of permit modifications.
- 5. Calculate quantities of the proposed improvements and provide a preliminary estimate of construction cost, based on unit prices from previous County projects, with each progress submittal.
- 6. Perform utility coordination with County staff and affected utility companies.

 Determine any potential above-ground or underground utility conflicts that may affect the components of the project. Resolve such conflicts, as necessary.
- 7. Technical specifications will be the FDOT Standard Specifications for Road and Bridge Construction (latest edition).
- 8. Construction plans will be assembled, and construction cost estimates prepared on FDOT LAP funding forms, provided to meet the above-described progress review schedules. Responses to comments will be provided and plans revised as determined appropriate.

Electrical Engineering:

Hillers Electrical Engineering will provide Electrical Engineering for the Street Lighting portion of the project. The project scope will include:

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January 29, 2021



- Design shall be based on utilizing the County approved Decorative LED luminaries &
 poles. The design lighting levels shall be per the Palm Beach County & FDOT
 Standards. One photometric lighting plan based on the County's (or CRA) chosen fixture
 type will be provided. Photometrics design based on FDOT lighting standards or similar.
- 2. Lighting design shall be on both sides of the roadway.
- 3. The electrical system design shall be based on the County / FDOT / NEC Standards.
- 4. Provide voltage drop calculations.
- 5. Provide electrical calculations and lighting calculations with photometric plans that include point-by-point lighting calculations reflecting proposed improvements.
- 6. Design new luminaries/poles installations, electrical service point, circuits and conduit systems for roadway lighting to Final Plans. Includes site plan layouts depicting equipment locations, pole locations, conduit & wire.
- 7. Electrical & lighting design provided to Mock Roos on AutoCAD 2018 or newer version.
- 8. One (1) set of electronic plans for electrical / lighting submittals for each 35%, 65%, 96%, 100% progress submittals & Final Plans for County and FDOT reviews.
- 9. Does not include any type design for additional roadways.
- 10. Provide hourly Optional Services for Post Design activities.
- 11. Coordinate with FPL for service points. Proposed lighting will be based on obtaining FPL typical street lighting tariffs.

Cultural Resource Assessment:

Janus Research will perform a Cultural Resource Assessment Survey for the Seminole Boulevard Multi-use Paths and Streetlights Projects. Because this is a LAP project and must meet Florida Department of Transportation guidelines, the project methodology will comply with Section 106 of the National Historic Preservation Act (NHPA) of 1966 (Public Law 89-655, as amended), as implemented by 36 CFR 800 -- Protection of Historic Properties (incorporating amendments effective August 5, 2004); Stipulation VII of the Programmatic Agreement among the Federal Highway Administration (FHWA), the Advisory Council on Historic Preservation (ACHP), the Florida Division of Historical Resources (FDHR), the State Historic Preservation Officer (SHPO), and the FDOT Regarding Implementation of the Federal-Aid Highway Program in Florida (Section 106 Programmatic Agreement, effective March 2016, amended June 7, 2017); Section 4(f) of the Department of Transportation Act of 1966, as amended (49 USC 303); Chapter 267, Florida Statutes; and the minimum field methods, data analysis, and reporting standards embodied in the FDHR' Cultural Resource Management Standards and Operational Manual (February 2003), and

Chapter 1A-46 (Archaeological and Historical Report Standards and Guidelines), Florida Administrative Code. In addition, this report will be prepared in conformity with standards set forth in Part 2, Chapter 12 (Archaeological and Historic Resources) of the FDOT Project Development and Environment Manual (June 14, 2017). All work will also conform to professional guidelines set forth in the Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716, as amended and annotated) and Chapter 1A-46 (Archaeological and Historical Report Standards and Guidelines), Florida Administrative Code.

Background Research

As part of our services, Janus Research will survey and photograph the historic resources in the project area, perform background research regarding the historic significance of the resources, and determine if they are potentially eligible for listing in the *National Register of Historic Places (National Register)*.

A historical literature and background information search pertinent to the project areas will be conducted. This will include a search of the Florida Master Site File, County and local site inventories, books and journal articles, unpublished CRM reports, and the like. Every effort will be made to solicit historic and site location information from other professionals, amateur archaeologists and collectors, lay historians, and the local residents of the project area.

In addition to reviewing the previously compiled archaeological site data for the project area, environmental variables known to be associated with prehistoric and historic sites will be reviewed for the purpose of developing a predictive model of archaeological site occurrence. Predictive models enable the researcher to stratify a study area into areas of high site potential based on the co-occurrence of relevant environmental variables. Data from archaeological surveys throughout Florida have repeatedly demonstrated the validity of using environmental variables as predictors of prehistoric site location.

Archaeological Survey

The archaeological survey will include a reconnaissance level survey to document existing conditions and determine whether archaeological subsurface testing is feasible. Any area where archaeological subsurface testing is possible will be marked and coordination with the Sunshine One Call Center will be conducted to locate any underground utilities.

Subsurface tests will be .5 m (20 inches) in diameter and dug to a minimum depth, subsurface conditions permitting, of one meter (3.3 feet). All excavated soils will be sifted through 6.4 mm (¼ inch) metal hardware cloth screen suspended from portable wooden frames. Any cultural materials recovered will be stored in plastic bags with all provenience data recorded. Field notes on each test performed will be recorded, and the location of all tests will be clearly marked on aerial photographs of the project area. A Florida Master Site File form will be completed for each archaeological site identified during the survey.

Historic Resources Survey

Based on this project, an architectural historian and at least one technical assistant will conduct an historic resources survey in order to ensure that resources are identified, properly mapped, and photographed. Janus Research has conducted numerous projects with similar scopes, and a key

aspect of this work is defining the area of potential effect (APE). Due to the limited nature of the improvements, the APE will be narrowly defined, which will limit the number of resources. However, it is understood that significant resources, including historic districts could be present within or adjacent to the APE, but it is unlikely. Florida Master Site File (FMSF) forms will only be completed for resources directly within the APE; the forms will include field data, notes from site observations and informant interviews. The estimated date of construction and distinctive features will also be noted. Photographs will be taken with a digital camera. A log will be kept to record the resource's physical location and compass direction of each photograph.

The resources' significance will then be evaluated for potential eligibility for listing in the *National Register*. Historic physical integrity will be determined from site observations, field data, and photographic documentation. If possible, informant interviews with individuals knowledgeable about local history will be conducted to assist in the research for known significant historical associations.

Report

A report presenting the methods, findings, evaluations, and recommendations of the cultural resource assessment survey will be prepared and submitted to the client for review and comment. This report will be prepared as to conform to the standards set forth in the FDOT PD&E Manual's requirements as well as the FDHR Historic Preservation Compliance Review Program manual. After receiving the comments, Janus Research will revise the document and prepare a final that will be submitted to the Florida Department of Transportation and the State Historic Preservation Officer for concurrence. We will provide a digital version of the report on CD, and three hard copies will be produced, including the hard copy and associated material required by the State Historic Preservation Officer/Florida Division of Historical Resources.

A cover letter can also be prepared, which can be transmitted to the agencies. If it appears there are no adverse effects to significant resources based on the improvements, this can be stated in the cover letter.

PROJECT SCHEDULE

The FDOT LAP Program has an established schedule for this project. The Project Team will endeavor to meet each deliverable date within the schedule. For this project the following milestones have been determined, as provided by Palm Beach County and FDOT:

Deliverables Under This Scope of Services:

- INITIAL PHASE Submittal (35% Progress) to FDOT: approx. due date: September 2021
- Draft Environmental Report(CRAS) to FDOT: approx. due date: October/November 2021
- 65% Progress Submittal to County: approx. due date: October/November 2021

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- CONSTRUCTABILITY PHASE Submittal (96% Progress) to FDOT: due date: **January** 7, 2022
- PRODUCTION PHASE (Final) Submittal to FDOT: due date: April 8, 2022

Meeting these milestones requires receipt of written authorization and Notice to Proceed no later than June 1, 2021, provided the County allows the use of the base survey files before the survey is approved. A comprehensive design schedule will be provided following the County's NTP.

All submittals will be made to Palm Beach County for reviews sufficiently prior to the latest due date to FDOT. All interim submittals shall be delivered as .pdf documents. Each submittal will include signed & sealed documents per FDOT LAP requirements. The Final submittal shall be delivered on two (2) CD's containing plans and all appropriate supporting information.



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SEMINOLE BOULEVARD STREETLIGHTS & MULTI-TRAILS PROJECT ENGINEERING DESIGN SERVICES FDOT LAP FUNDING MOCK-ROOS

Palm Beach County Engineering & Public Works Department Estimate of Manpower Requirements & Professional Services Fee

PBC - 2021023

TASK DESCRIPTION	Project Manager	Engineer	Engineer Intem	CADD	Total Hours		Amount
PROJECT TEAM MANAGEMENT	·				ć	ŧ	000
1. Prepare team project schedule and monitor progress	۽ م	7			م در	A 6	333.00
2. Alterialing ineetings (virtual) with County or PDOT (up to 3 total)	2 5	2 00	5	c	7 6	9 6	07.100
3. Prepare FUOT & PBC submittals (35%, 55%, 45%, 100%, Final) responses	2	3	77	•	8	A .	2,694.78
4. Preparing LAP Documents, queries from FDOT	28	24	4		20	6 9	2,570.78
		4					
CIVIL ENGINEERING CONSTRUCTION DRAWINGS	•	•					
1. Project Location/Title Sheet (1 sheet)		_	2	4	7	↔	217.00
2. Construction Notes and Legends (1 sheet)		7	က	4	6	63	287.00
3. Summary of Quantities with Pay Item notes (1 sheet) including lighting	-	2	က	- 4	10	6	353.71
4 Prepare base mans from survey with utility data from utility companies		**	œ	-0-	: : 	· '65	632.00
5 Propare Street Tunical Section (1 sheet est)		4		7	1	· ·	400 74
6 Prepare Dian Sheats for sidewalk construction w/9 ADA crossings - dual plan	- «	. 8	<u>اج</u> ،	. 77	112	₩	4 022 26
7 Hillity Coordination (initial markings notholing meetings)	· : : :	; 4	000	4	17	69	586.71
8 Prepare Cross Sections (4 sheets) (ast 27)	• • • • • • • • • • • • • • • • • • • •	14	28	39		: 64	2 545 00
9 Orantily calcs: cost astimates including lighting - eval FDOT qualfoon-qual	8	4	} ∞	}		69	1.327.68
10 Evaluate drainage conditions: incomorate design adjustments, if regid	, 	12	, <u>e</u>	6	28	. €9	1 102 84
11. SEWMD Permitting (2 letter modifications w/documentation)	· 	. 80	4		23	 	812.71
Staff Hours	7,2	167	154	103	200		
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Lotal Start Costs	3,0	ò	÷	'n		9	18,040,80
Kaw Labor Kates	\$ 66.71	\$ 39.00	31.00	\$ 29.00			
BASIC SERVICES:		SALARY RELATED COSTS	TED COSTS			69	19,343.96
					MULTIPLER		2.72
	TOTAL MOCK-ROOS BASIC SERVICES FEE	K-ROOS BA	SIC SERVIC	SES FEE		69	52,615.57
	HILLERS ELECTRICAL ENGINEERING, INC LIGHTING DESIGN	ECTRICAL E	NGINEERIN	JG, INC LIG	SHTING DESIGN	69	27,829.28
		4					10 777 00
		TOTAL BA	TOTAL BASIC SERVICES FEE	CES FEE		69 .	80,444.85
REIMBURSABLES:	Mock-Roos	Mock•Roos Out-of-Pocket Expenses (reproduction, etc.) see attached	Expenses (rep	roduction, etc.)	see affached	49	475.05
	Subconsultants	ıts					
		Brown & Phillips - Surveys	s - Surveys			s	19,119.78
		Janus Researc	h - Cultural Re	Janus Research - Cultural Resource Assessment	ment	છ	9,543.00
	TOTAL ESTIMATED REIMBURSABLES	MATED REII	MBURSABL	ES		69.	29,137.83
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MOST. DESIGN SERVICES (Optional)							
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	Mock-Roos (nounly) see anached	IIIy) see allaciit					70.000.00
	Hillers Electrical Engineering, Inc. (hourly)	Engineering, Ir	ic. (hourly)	1			\$3,482.48
	TOTAL ESTIMATED POST-DESIGN SERVICES	MATED POS	T-DESIGN	SERVICES			\$8,172.30
	TOTAL ESTIMATED PROJECT FEES	MATED PR(JECT FEE	Ø		69.	117,754.98
1. 07.00000 and advantage of the project of the pro		Seminate Boulevant 012021 vie	042024 vle				

SEMINOLE BOULEVARD STREETLIGHTS & MULTI-USE TRAILS PROJECT - ENGINEERING DESIGN Mock•Roos Out-of-Pocket Expenses

January 12, 2021

Project Management & Contract Document Production

REPRODUCTION	# submit	# sheets	# copies	<u>rate</u>		<u>Amount</u>
11x17 copies 35%, 65%, 96%, 100% Prog Subm (PBC & FDOT) Miscellaneous Working Copies	5 1	25 125	- •	0.25 0.25	\$ \$	156.25 125.00
22x34 copies Miscellaneous working copies	1	3	3 \$	1.20	\$	10.80
8-1/2x11 copies Typical Cross Section Package Computations Quantities & Cost Estimates Correspondence documents Miscellaneous working copies	2 4 5 1	5 10 24 125 125	8 \$ 8 \$ 2 \$	0.10 0.10 0.10 0.10 0.10	\$ \$ \$ \$ \$	5.00 32.00 96.00 25.00 25.00
TOTAL REPRODUCTION					\$	475.05

Optional Services

POST-DESIGN SERVICES (hourly)	<u># hours</u>	raw labor rate	<u>Amount</u>
Project Manager	20	66,71	\$1,334.20
Engineer	<u>10</u>	39.00	<u>\$390.00</u>
Subtotal	30		\$1,724.20

multiplier 2.72 **\$4,689.82**

Multipler: 2.72

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62-330.051 Exempt Activities.

The activities meeting the limitations and restrictions below are exempt from permitting. However, if located in, on, or over state-owned submerged lands, they are subject to a separate authorization under chapters 253 and 258, F.S., as applicable.

- (1) Activities conducted in conformance with the District-specific exemptions in section 1.3 of Volume II applicable to the location of the activity.
 - (2) Activities conducted in conformance with the exemptions in section 373.406, or 403.813(1), F.S.
 - (3) Aquatic Plant and Organic Detrital Control and Removal -
- (a) Disking and tilling of exposed lake bottoms in accordance with a permit issued by the Florida Fish and Wildlife Conservation Commission or an exemption under chapter 369, F.S.
 - (b) Organic detrital material removal in accordance with section 403.813(1)(r) or (u), F.S.
- (c) Aquatic plant control where the activity qualifies for an exemption authorized under section 369.20, F.S., or in a permit from the Florida Fish and Wildlife Conservation Commission under section 369.20 or 369.22, F.S.; and the harvested plant material is not disposed of in wetlands or other surface waters, or in a manner that adversely affects water quality or flood control.
- (d) The mechanical harvesting or shredding of aquatic plants and incidentally associated sediments, including subsequent side casting of the harvested or shredded material, provided:
- 1. The activity is authorized and conducted by the Florida Fish and Wildlife Conservation Commission, under section 369.20 or 369.22, F.S.;
- 2. The work involves no dredging and is the minimum amount necessary for maintaining existing navigation corridors and preventing flooding, and in no case shall exceed five total acres of harvesting, shredding, and sidecasting;
 - 3. The work is performed in a manner that does not adversely affect water quality or flood control; and
 - 4. Notice of intent to use this exemption is provided to the Agency five days before performing any work.
 - (4) Bridges, Driveways, and Roadways -
- (a) The replacement and repair of existing open-trestle foot bridges and vehicular bridges in accordance with Section 403.813(1)(1), F.S.
- (b) Construction, alteration, or maintenance, and operation, of culverted driveway or roadway crossings and bridges of wholly artificial, non-navigable drainage conveyances, provided:
- 1. The construction project area does not exceed one acre and is for a discrete project that is not part of a larger plan of development that requires permitting under this chapter. However, these limitations shall not preclude use of this exemption to provide access to activities that qualify for the general permit in section 403.814(12), F.S.;
- 2. The culvert or bridge shall be sized and installed to pass normal high water stages without causing adverse impacts to upstream or downstream property;
- 3. Culverts shall not be larger than one, 24-inch diameter pipe, or its hydraulic equivalent, and must not reduce the upstream hydraulic discharge capacity;
 - 4. The crossing shall not:
 - a. Be longer than 30 feet from top-of-bank to top-of-bank;
 - b. Have a top width of more than 20 feet or a toe-to-toe width of more than 40 feet; and,
 - c. Have side slopes steeper than three feet horizontal to one foot vertical;
 - 5. There are no more than two crossings on any total land area, with a minimum distance of 500 feet between crossings;
- 6. If dewatering is performed, all temporary work and discharges must not cause flooding or impoundment, downstream siltation, erosion, or turbid discharges that violate state water quality standards;
- 7. Any temporary work shall be completely removed and all upstream and downstream areas that were disturbed shall be restored to pre-work grades, elevations and conditions; and,
 - 8. All work shall comply with subsection 62-330.050(9), F.A.C.
 - (c) Minor roadway safety construction, alteration, maintenance, and operation, provided:
 - 1. There is no work in, on, or over wetlands other than those in drainage ditches constructed in uplands;
- 2. There is no reduction in the capacity of existing swales, ditches, or other systems legally in existence under chapter 403 or Part IV of chapter 373, F.S.;
 - 3. All work is conducted in compliance with subsection 62-330.050(9), F.A.C.; and
 - 4. The work is limited to:

- a. Sidewalks having a width of six feet or less;
- b. Turn lanes less than 0.25 mile in length, and other safety-related intersection improvements; and
- c. Road widening and shoulder paving that does not create additional traffic lanes and is necessary to meet current, generally accepted roadway design and safety standards.
 - (d) Resurfacing and repair of existing paved roads, and grading of existing unpaved roads, provided:
 - 1. Travel lanes are not paved that are not already paved;
 - 2. No substantive changes occur to existing road surface elevations, grades, or profiles; and
 - 3. All work is conducted in compliance with subsection 62-330.050(9), F.A.C.
- (e) Repair, stabilization, paving, or repaving of existing roads, and the repair or replacement of vehicular bridges that are part of the road, where:
 - 1. They were in existence on or before January 1, 2002, and have:
- a. Been publicly-used and under county or municipal ownership and maintenance thereafter, including when they have been presumed to be dedicated in accordance with section 95.361, F.S.;
 - b. Subsequently become county or municipally-owned and maintained; or
- c. Subsequently become perpetually maintained by the county or municipality through such means as being accepted by the county or municipality as part of a Municipal Service Taxing Unit or Municipal Service Benefit Unit; and
- 2. The work does not realign the road or expand the number of traffic lanes of the existing road, but may include safety shoulders, clearing vegetation, and other work reasonably necessary to repair, stabilize, pave, or repave the road, provided that the work is constructed using generally accepted roadway design standards;
- 3. Existing bridges are not widened more than is reasonably necessary to properly connect the bridge with the road to match the width of the roadway travel lanes and safely accommodate the traffic expected;
 - 4. No debris from the original bridge shall be allowed to remain in wetlands or other surface waters;
 - 5. Roadside swales or other effective means of stormwater treatment are incorporated as part of the work;
- 6. No more dredging or filling of wetlands or water of the state is performed than is reasonably necessary to perform the work in accordance with generally accepted roadway design standards;
 - 7. Notice of intent to use this exemption is provided to the Agency 30 days before performing any work; and
 - 8. All work is conducted in compliance with subsection 62-330.050(9), F.A.C.
- (f) The repair of existing concrete bridge pilings by the Florida Department of Transportation, counties, and municipalities, through the construction of pile jackets, provided the permanent outer form is composed of inert materials and the quantity of material shall not exceed 300 cubic yards of dredging or 300 cubic yards of filling per project. The following conditions shall also apply:
- 1. Although the bottom sediments within the forms may be removed by jetting or pumping, and may not be recoverable, erosion and sediment control best management practices, including turbidity curtains or similar devices, shall be used in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual to prevent violations of state water quality standards.
- 2. Immediately following completion of any work that involves disturbance of the shoreline or banks of wetlands or other surface waters, the shoreline and banks shall be stabilized with native vegetation or riprap to prevent erosion; in areas where native wetland vegetation was disturbed, the stabilization shall consist of the same species planted in a manner to achieve stability and coverage of a similar wetland community as previously existed. Temporary erosion controls for all exposed soils within wetlands and other surface waters shall be completed within seven calendar days of the most recent construction activity. Prevention of erosion of exposed earth into wetlands and other surface waters is a construction priority and completed slopes shall not remain unstabilized while other construction continues.
 - 3. Pilings shall not be installed or replaced to add additional traffic lanes.
 - 4. All work is conducted in compliance with subsection 62-330.050(9), F.A.C.
 - (5) Dock, Pier, Boat Ramp and Other Boating-related Work -
- (a) Installation or repair of pilings and dolphins associated with private docking facilities or piers that are exempt under section 403.813(1)(b), F.S.;
- (b) Installation of private docks, piers, and recreational docking facilities, and installation of local governmental piers and recreational docking facilities, in accordance with section 403.813(1)(b), F.S. This includes associated structures such as boat shelters, boat lifts, and roofs, provided:

- 1. The cumulative square footage of the dock or pier and all associated structures located over wetlands and other surface waters does not exceed the limitations in section 403.813(1)(b), F.S.;
 - 2. No structure is enclosed on more than three sides with walls and doors;
- 3. Structures are not used for residential habitation or commercial purposes, or storage of materials other than those associated with water dependent recreational use; and
- 4. Any dock and associated structure shall be the sole dock as measured along the shoreline for a minimum distance of 65 feet, unless the parcel of land or individual lot as platted is less than 65 feet in length along the shoreline, in which case there may be one exempt dock allowed per parcel or lot.
- (c) Construction of private docks or piers of 1,000 square feet or less of over-water surface area in artificial waters in accordance with section 403.813(1)(i), F.S., and within residential canal systems legally in existence under chapter 403 or part IV of chapter 373, F.S. This includes associated structures such as roofs and boat lifts, provided the cumulative square footage of the dock or pier and all associated structures located over wetlands and other surface waters does not exceed 1,000 square feet.
- (d) Replacement or repair of existing docks and piers, including mooring piles, in accordance with section 403.813(1)(d), F.S., provided the existing structure is still functional or has been rendered non-functional within the last year by a discrete event, such as a storm, flood, accident, or fire.
- (e) The construction and maintenance to design specifications of boat ramps in accordance with section 403.813(1)(c), F.S., where navigational access to the proposed ramp currently exists:
 - 1. In artificial waters and residential canal systems; or
 - 2. In any wetland or other surface waters when the ramps are open to the public; and
- 3. The installation of docks associated with and adjoining boat ramps constructed as part of the above ramps is limited to an area of 500 square feet or less over wetlands and other surface waters.
- (f) The construction, installation, operation, or maintenance of floating vessel platforms or floating boat lifts in accordance with section 403.813(1)(s), F.S.
 - (g) The removal of derelict vessels, as defined in section 823.11(1), F.S., by federal, state, and local agencies, provided;
- 1. The derelict vessel case has been completed as specified in section 705.103, F.S., and has been entered into the Statewide Derelict Vessel Database maintained by the Florida Fish and Wildlife Conservation Commission;
- 2. All work is done in a manner that, to the greatest extent practicable, avoids additional dredging or filling, grounding or dragging of vessels, and damage to submerged resources such as seagrass beds, oyster beds, coral communities, mangroves, other wetlands, and live bottom; and
- 3. An absorbent blanket or boom shall be immediately deployed on the surface of the water around the derelict vessel if fuel, oil, or other free-floating pollutants are observed during the work.
- (h) The installation of a pile-supported boat lift within an existing mooring area at a docking facility that is legally in existence, provided:
 - 1. Such installation does not conflict with a condition of a permit issued thereunder;
 - 2. The boat lift does not include additional structures, such as platforms, cat walks, and roofs.
- (6) Construction, alteration, maintenance, operation, and removal of freshwater fish attractors by the Florida Fish and Wildlife Conservation Commission, U.S. Forest Service, and county and municipal governments, provided:
 - (a) The material is limited to clean concrete, rock, brush, logs, or trees;
 - (b) The material is firmly anchored to the bottom of the waterbody;
 - (c) The size of an individual fish attractor shall be limited to one quarter of an acre in area;
- (d) The top of the fish attractor shall be at least three feet below the water surface at expected average low water depth, as determined based on best available information for the waterbody at the specific location of the attractor;
 - (e) The attractor shall be outside any posted navigational channels and shall not cause a navigational hazard;
 - (f) No material is placed on or in areas vegetated by native aquatic vegetation; and
 - (g) The provisions of paragraph 62-330.050(9)(c), F.A.C., also shall apply to protect listed species during the work.
 - (7) Maintenance and Restoration -
 - (a) Maintenance dredging under section 403.813(1)(f), F.S.
 - (b) Maintenance of insect control structures, dikes, and irrigation and drainage ditches under section 403.813(1)(g), F.S.
 - (c) The restoration of existing insect control impoundment dikes, and the connection of such impoundments to tidally

influenced waters under section 403.813(1)(p), F.S., provided:

- 1. The restored section of dike is limited to 100 feet in length;
- 2. The connection shall provide sufficient cross-sectional area to allow beneficial tidal influence;
- 3. Dredging and filling are limited to that needed to restore the dike to original design specifications; and
- 4. The final elevation of the dredge area shall be within two feet of immediately adjacent bottom elevations.
- (d) Alteration and maintenance of treatment or disposal systems under rule 62-340.700, F.A.C.
- (e) Construction and maintenance of swales in accordance with section 403.813(1)(i), F.S.
- (f) Placement of wooden, composite, metal, or other non-earthen construction mats to provide temporary access to maintain or repair projects within wetlands, provided:
- 1. There is no cutting or clearing of wetland trees having a diameter four inches (circumference of 12 inches) or greater at breast height;
 - 2. The maximum width of the construction access area shall be 15 feet;
- 3. Mats shall be removed as soon as practicable after equipment has completed passage through, or work has been completed at, each location along the alignment of the project, but in no case longer than seven days after equipment has completed work or passage through that location; and
 - 4. Areas disturbed for access shall be restored to natural grades immediately after the work is complete.
 - (g) Port dredging under section 403.813(3), F.S.
- (h) The following activities undertaken by the National Oceanic and Atmospheric Administration's (NOAA) Florida Keys National Marine Sanctuary:
- 1. Seagrass restoration following the procedures of the Final Programmatic Environmental Impact Statement for Seagrass Restoration in the Florida Keys National Marine Sanctuary (NOAA 2004), which is incorporated by reference herein (June 1, 2018) (https://www.flrules.org/Gateway/reference.asp?No=Ref-09440) and available as provided in subsection 62-330,010(5), F.A.C.; and
- 2. Coral restoration following the procedures of the Final Programmatic Environmental Impact Statement for Coral Restoration in the Florida Keys and Flower Garden Banks National Marine Sanctuaries (NOAA 2010), which is incorporated by reference herein (June 1, 2018) (https://www.firules.org/Gateway/reference.asp?No=Ref-09441) and available as provided in subsection 62-330.010(5), F.A.C.
- (8) The installation of aids to navigation, including bridge fender piles, "No Wake" and similar regulatory signs, and buoys associated with such aids, in accordance with section 403.813(1)(k), F.S.
 - (9) Pipes or Culverts -
 - (a) Repair or replacement, provided:
 - 1. The pipes or culverts have equivalent hydraulic capacity to those being repaired or replaced;
 - 2. The invert elevation shall not be changed; and
- 3. The pipes or culverts function to discharge or convey stormwater, and are not associated with the repair, replacement, or alteration of a dam, spillway, or appurtenant works.
- (b) Construction, alteration, operation, maintenance, and removal of outfall pipes, together with associated headwalls, and energy dissipation baffles, rocks, and other scour-reduction devices at the outfall locations, provided:
 - 1. The pipes extend less than 20 feet in, on, or over wetlands or other surface waters;
- 2. The outfall is part of an activity that is exempt under part IV of chapter 373, F.S., or qualifies for the general permit in section 403.814(12), F.S.;
 - 3. The outfall is designed to prevent erosion and scour;
 - 4. Work in natural waterbodies, wetlands, and Outstanding Florida Waters is limited to 0.03 acre;
 - 5. No activities occur in seagrasses;
- 6. Within waters accessible to manatees, submerged or partially submerged outfall pipes having a diameter larger than eight inches shall have grating such that no opening is larger than eight inches; and
 - 7. All work is conducted in compliance with subsection 62-330.050(9), F.A.C.
- (c) The extension of existing culverts and crossing approaches, and the installation of scour protection structures at such locations, when done to accommodate an activity that does not require a permit under this chapter, provided:
- 1. Work in wetlands or other surface waters is limited to a total of 100 cubic yards of dredging and filling, and no more than 0.10 acre at any culvert extension or crossing approach location; and

- 2. All work is conducted in compliance with subsection 62-330.050(9), F.A.C.
- (10) The construction, alteration, maintenance, removal or abandonment of recreational paths for pedestrians, bicycles, and golf carts, provided:
 - (a) There is no work in, on, or over wetlands or other surface waters other than those in drainage ditches constructed in uplands;
- (b) There is no reduction in the capacity of existing swales, ditches, or other stormwater management systems legally in existence under chapter 403 or part IV of chapter 373, F.S.;
 - (c) The paths have a width of eight feet or less for pedestrian paths, and 14 feet or less for multi-use recreational paths;
- (d) The paths are not intended for use by motorized vehicles powered by internal combustion engines or electric-powered roadway vehicles, except when needed for maintenance or emergency purposes; and
 - (e) The paths comply with the limitations and restrictions in subsection 62-330.050(9), F.A.C.
 - (11) Sampling and Testing -
- (a) Collection of seagrass, macroalgae, and macrobenthos in accordance with the terms and conditions of a permit or license issued by the Florida Fish and Wildlife Conservation Commission.
 - (b) Construction, operation, maintenance, and removal of scientific sampling, measurement, and monitoring devices, provided:
- 1. The device's purpose is solely to collect scientific or technical data, such as staff gages, tide and current gages, meteorological stations, water recording, biological observation and sampling, and water quality testing and improvement. Parshall flumes and other small weirs installed primarily to record water quantity and velocity are authorized, provided the amount of fill is limited to 25 cubic yards;
- 2. The device and any associated structures or fill, such as foundations, anchors, buoys, and lines, is removed to the maximum extent practicable at the end of the data collection or sampling;
 - 3. The site is restored to pre-construction conditions within 48 hours of completion of use of the device; and
 - 4. All work is conducted in compliance with subsection 62-330.050(9), F.A.C.
- (c) An exemption for geotechnical, geophysical, and cultural resource data surveys, mapping, sounding, sampling, and coring associated with beach restoration and nourishment projects and inlet management activities as provided in section 403.813(1)(v), F.S.
- (d) Geotechnical investigations, including soil test borings, standard penetration tests, and other work involving boring, auguring, or drilling for the purposes of collecting geotechnical data, together with clearing for temporary access corridors to perform these investigations, subject to the following:
- 1. Excavation at each soil boring, auguring, or coring location is limited to no more than one foot in diameter. The total area of work authorized in wetlands and other surface waters is limited to 0.5 acre, including all excavations and clearing for temporary access corridors.
 - 2. No drilling fluid or dredged material shall be left above grade in a wetland or other surface water.
- 3. Boreholes suspected to have penetrated a confining layer shall be grouted from the bottom up by means of a tremie pipe and the severed materials shall be removed from the wetland or other surface waters.
 - 4. This exemption shall not apply to borings used to place seismographic charges for oil and gas exploration.
- 5. This exemption does not supersede the exemption in section 403.813(1)(v), F.S., for geotechnical, geophysical, and cultural resource data surveys, mapping, sounding, sampling, and coring associated with beach restoration and nourishment projects and inlet management activities.
- 6. Turbidity, sedimentation, and erosion shall be controlled during and after investigations to prevent violations of state water quality standards due to construction related activities.
 - 7. Drilling activities associated with construction of wells must comply with chapter 62-532, F.A.C.
- 8. Temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:
- a. Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter four inches or greater at breast height;
 - b. The maximum width of the construction access area shall be limited to 15 feet;

- c. All mats shall be removed as soon as practicable after equipment has completed passage through, or work has been completed, at any location along the alignment of the project, but in no case longer than seven days after equipment has completed work or passage through that location; and
 - d. Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.
 - (12) Construction, Replacement, Restoration, Enhancement, and Repair of Seawall, Riprap, and Other Shoreline Stabilization -
- (a) Construction, replacement, and repair of seawalls or riprap in artificially created waterways under section 403.813(1)(i), F.S., and within residential canal systems legally in existence under chapter 403 or part IV of chapter 373, F.S, including only that backfilling needed to level the land behind seawalls or riprap.
 - (b) The restoration of a seawall or riprap under section 403.813(1)(e), F.S., where:
- 1. The seawall or riprap has been damaged or destroyed within the last year by a discrete event, such as a storm, flood, accident, or fire or where the seawall or riprap restoration or repair involves only minimal backfilling to level the land directly associated with the restoration or repair and does not involve land reclamation as the primary project purpose. See section 3.2.4 of Volume I for factors used to determine qualification under this provision;
- 2. Restoration shall be no more than 18 inches waterward of its previous location, as measured from the waterward face of the existing seawall to the face of the restored seawall, or from the waterward slope of the existing riprap to the waterward slope of the restored riprap; and
 - 3. Applicable permits under chapter 161, F.S., are obtained.
- (c) The construction of seawalls or riprap in wetlands or other surface waters between and adjoining existing seawalls or riprap at both ends in accordance with section 403.813(1)(0), F.S. For purposes of this exemption, riprap is subject to the same length and orientation limitations as a seawall.
- (d) Installation of batter piles, king piles, or a seawall cap, used exclusively to stabilize and repair seawalls, provided they do not impede navigation.
 - (e) Restoration of an eroding shoreline with native wetland vegetative enhancement plantings, provided:
 - 1. The length of shoreline is 500 linear feet or less;
 - 2. Plantings are native wetland plants appropriate for the site obtained from commercially-grown stock;
- 3. Plantings extend no farther than 10 feet waterward of the approximate mean high water line (MHWL) or ordinary high water line (OHWL);
- 4. All invasive and exotic vegetative species along the shoreline is removed in conjunction with the planting to the extent practicable;
- 5. Biodegradable natural fiber logs or mats that are secured in place, such as with the use of wooden stakes, may be used if necessary to support the vegetative plantings; and
- 6. No fill is placed other than that needed to support the vegetative plantings, except that a breakwater is authorized to be installed concurrent with the planting if permanent wave attenuation is required to maintain the shoreline vegetation, provided:
- a. The waterward toe of the breakwater extends no more than 10 feet waterward of the approximate MHWL or OHWL, with a top height of no more than the mean or ordinary high water elevation;
- b. The breakwater is composed predominantly of natural oyster shell cultch (clean and fossilized oyster shell) or other stable, non-degradable materials such as oyster reef, reef balls, boulders, clean concrete rubble, riprap, rock sills, or triangular concrete forms. Oyster shell cultch, if used, shall be enclosed in mesh bags having openings of no more than three inches, or securely fixed to matting prior to placement in the water. Oyster bags and mats must be anchored to prevent movement of shell from the project area;
- c. The breakwater shall not be placed over, or within three feet (in any direction) of any submerged grassbed or existing emergent marsh vegetation;
- d. The breakwater shall be placed in units so that there is at least one opening measuring at least five feet in width located every 75 linear feet along the breakwater, with a minimum of one opening, to allow the flow of water and the passage of fish and aquatic wildlife;
 - e. All equipment used during construction shall be operated from, and be stored in uplands; and
 - f. All work is conducted in compliance with subsection 62-330.050(9), F.A.C.
 - (13) Single-Family Residences and Associated Residential Improvements –
- (a) The construction, alteration, maintenance, removal, and abandonment of one individual single-family dwelling unit, duplex, triplex, or quadruplex, and associated residential improvements, that:

- 1. Do not involve any work in wetlands or other surface waters;
- 2. Are not part of a larger common plan of development or sale requiring a permit or modification of a permit under part IV of chapter 373, F.S.; and
 - 3. Comply with the limitations and restrictions in subsection 62-330.050(9), F.A.C.
- (b) The construction, alteration, maintenance, removal, and abandonment of one individual single-family dwelling unit, duplex, triplex, or quadruplex, and associated residential improvements if it will be located:
- 1. Within the boundaries of a valid permit issued under part IV of chapter 373, F.S., and it was accounted for under the permit;
- 2. Within the boundaries of a development that predates the applicable effective date for the permitting program established under part IV of chapter 373, F.S., provided the activity does not involve any work in wetlands or other surface waters.
- (c) Construction, operation, or maintenance of a stormwater management facility designed to serve single-family residential projects in conformance with section 403.813(1)(q), F.S.
 - (14) Utilities -
 - (a) Installation of overhead transmission lines in accordance with section 403.813(1)(a), F.S.
 - (b) Installation of subaqueous transmission and distribution lines in accordance with section 403.813(1)(m), F.S.
 - (c) Replacement or repair of subaqueous transmission and distribution lines in accordance with section 403.813(1)(n), F.S.
- (d) Activities necessary to preserve, restore, repair, remove, or replace an existing communication or utility pole or aerial transmission or distribution line, provided there is no dredging or filling in wetlands or other surface waters except to remove poles and replace them with new poles, and temporary mats needed to access the site in accordance with paragraph 62-330.051(7)(f), F.A.C. The activity must not increase the voltage of existing power lines or relocate existing poles or lines more than 10 feet in any direction from their original location.
- (e) Installation, removal, and replacement of utility poles that support telecommunication lines or cables, or electric distribution lines of 35kV or less, together with the bases and anchoring devices to support those poles. "Anchoring device" shall mean steel guy wires fastened to the ground, without the need for dredging, and "base" shall mean a concrete or steel foundation not exceeding four feet in radius, used to support a utility pole. Work must comply with the following:
 - 1. No more than 15 utility poles shall be installed, removed, or replaced in wetlands;
 - 2. There shall be no permanent placement of fill other than utility poles and anchoring devices;
- 3. Work shall not occur in forested wetlands located within 550 feet from the mean or ordinary high water line of an Aquatic Preserve or a named waterbody designated as an Outstanding Florida Water or an Outstanding National Resource Water;
 - 4. Vehicle usage in wetlands shall be conducted so as to minimize tire rutting and erosion impacts;
- 5. There shall be no dredging or filling to create fill pads or access roads, except to place temporary mats for access within the utility right-of-way in wetlands. All temporary mats shall be removed as soon as practicable, but in no case longer than seven days after equipment has completed passage through, or work has been completed, at any location along the alignment of the project;
 - 6. Temporary disturbance to wetlands shall be limited to a length of 0.5 mile, a width of 30 feet, and a total area of 0.5 acre;
- 7. Maintenance of the utility right-of-way in wetlands shall be limited to a cleared corridor of up to 15 feet wide and a total area of 0.25 acre:
- 8. Except for the authorized permanent structures, pre-work ground elevations and contours shall be restored within 30 days of completion of the work;
- 9. Water jets shall not be used unless they are a pre-engineered part of the pole and the water for the jets is either recirculated on site or is discharged in a self-contained upland disposal site;
- 10. The installation of the utility poles and associated bases and anchoring devices shall not interfere with navigation or impede water flow in wetlands; and
 - 11. Work is conducted in compliance with subsection 62-330.050(9), F.A.C.
- (f) Excavation or dredging of temporary trenches to install utilities such as communication cables, water lines, and electrical lines, provided:
- 1. Material is not deposited within wetlands or other surface waters other than that needed to backfill the trench to restore ground to pre-work grades;
 - 2. Back filling is performed to restore pre-work grades within 24 hours of disturbance; and
 - 3. Work is conducted in compliance with subsection 62-330.050(9), F.A.C.

- (g) Construction, alteration, maintenance, removal, or abandonment of communication tower sites with 0.5 acre or less of impervious or semi-impervious surface such as access roads, buildings, and equipment pads. The design of above-grade access roads shall not adversely affect the conveyance of surface water flows. No activities, including access to the site, shall be located in wetlands or other surface waters or within a 100-year floodplain.
- (h) Construction, alteration, maintenance, removal, or abandonment of electrical distribution substation and electrical switching station sites with one acre or less of impervious or semi-impervious surface such as access roads, buildings, and equipment pads. The design of above-grade access roads shall not adversely affect the conveyance of surface water flows. The site must be surrounded by swales, as defined in section 403.803(14), F.S., or other type of equivalent treatment, and must not have a direct discharge to an Outstanding Florida Water. No activities, including access to the site, may be located in wetlands or other surface waters, or within a 100-year floodplain.
- (i) Installation and repair of water intake lawn irrigation waterlines and closed-loop air conditioning cooling lines laid on the bottoms of waters of the state for an individual private single-family or multi-family residence, provided that the intake diameter is less than six inches, or its hydraulic equivalent.
- (15) Modification or reconstruction of an existing conveyance system constructed prior to the need to obtain a permit under part IV of chapter 373, F.S., provided:
 - (a) The work is conducted by a city, county, state agency, or District;
 - (b) The system alteration is not intended to serve new development; and
 - (c) The system does not:
 - 1. Discharge directly to Outstanding Florida Waters;
 - 2. Increase pollution loading;
 - 3. Change points of discharge in a manner that would adversely affect the designated uses of wetlands or other surface waters;
 - 4. Result in new adverse water quantity impacts to receiving waters and adjacent lands;
 - 5. Pipe and fill wetlands and other surface waters, including irrigation or drainage ditches; and
 - 6. Replace a functional treatment swale that was authorized under chapter 62-25, F.A.C., or part IV of chapter 373, F.S.
 - (16) The construction, alteration, maintenance, or filling of wholly-owned, artificial surface waters that:
 - (a) Were or are created entirely from uplands;
 - (b) Are isolated such that they do not connect to any other wetlands or other surface waters;
 - (c) Are not excavated within three feet above any aquitard or karst materials;
 - (d) Involve no more than a total of 0.5 acre of work in wetlands within the artificial waterbody;
- (e) Do not impound water above any surrounding natural grade elevation, or have the capability of impounding more than 40 acre-feet of water;
 - (f) Were or are not created to provide mitigation under part IV of chapter 373, F.S.;
 - (g) Excavated materials shall not be used off-site for commercial, industrial, or construction use;
 - (h) Were not permitted for stormwater treatment or management under chapter 62-25, F.A.C., or part IV of chapter 373, F.S.;
 - (i) All excavated material shall be deposited and fully contained within uplands;
 - (j) Are not a farm pond as defined in section 403.927, F.S.; and
 - (k) Work is conducted in accordance with paragraph 62-330.050(9)(b), F.A.C.;
- (17) The construction, alteration, operation, maintenance, repair, reclamation, or abandonment of a dry borrow pit for excavation of sand and other soil materials, provided that all of the following conditions are met:
 - (a) Notice of intent to use this exemption is provided to the Agency 30 days before performing any work.
- (b) The area of excavation for the borrow pit shall be less than five acres, when measured at the natural land surface grade of the pit.
- (c) The borrow pit shall be constructed entirely in uplands for the purpose of using the borrow materials as appropriately permitted, authorized, or as exempted. If excavated materials will be used off-site for commercial, industrial, or construction use, the borrow pit is subject to the mine reclamation requirements under part III of chapter 378, F.S.
 - (d) Borrow pits under this exemption must meet the following conditions:
- 1. Does not include construction or maintainance of any embankment above the natural land surface grade as a part of the work to construct the pit and remove the soil materials.
 - 2. No above-grade roads are constructed as access to the pit area.

- 3. Shall not impact wetlands.
- 4. Shall not be excavated deeper than three feet above seasonal high water level, any surficial aquifer, aquitard, or karst materials.
- 5. The pit area shall be protected at all times by adequate fencing and gating structures to limit access and provide for safety.

 Rulemaking Authority 373.026(7), 373.043, 373.4131, 373.4145, 403.805(1) FS. Law Implemented 373.406, 373.4131, 373.4145, 373.415, 403.813(1) FS. History-New 10-1-13, Amended 6-1-18.

January 29, 2021

Mr. Dennis Thomas, P.E. Mock Roos and Associates, Inc. 5720 Corporate Way West Palm Beach, FL 33407

Re: Westgate Belvedere Homes CRA – Seminole Boulevard from Oswego Avenue to Okeechobee Boulevard - Specific Purpose Survey

Dear Dennis:

Thank you for the opportunity to provide you with the following services for the subject site. This proposal is based on documentation and information provided by your office. The scope of services is as follows:

SCOPE OF SERVICES

We will perform a specific purpose/topographic survey under this project and the survey work will be performed in accordance with the current Standards of Practice and Palm Beach County Roadway Design Procedures dated January 2019, and all Palm Beach County requirements. All survey work done will result in a signed and sealed survey drawing in accordance with all applicable requirements, codes, rules, and Statutes governing Surveying and Mapping.

I. HORIZONTAL PROJECT NETWORK CONTROL

Using the information supplied by Palm Beach County, we will establish the Right-of-Way for Seminole Boulevard. A traverse will be run through the route and found monumentation will be tied in. The survey will be oriented to Palm Beach County horizontal control (NAD 83/90 Adjustment) State Plane Coordinates. We will obtain the sectional and geodetic control information from the Palm Beach County Survey Department. We will prepare a project network control (PNC) sheet meeting Palm Beach County standards.

The limits of the survey are Seminole Boulevard from south of Oswego Avenue to the southernmost edge of pavement of Okeechobee Boulevard. Each connecting side street intersection will be surveyed up to 25 feet beyond the extended Seminole Boulevard right-of-way.

II. RIGHT-OF-WAY

We will review and compile any title information furnished to us for the rights-of-way (R/W), abutting properties, easements, and restrictions. No search of the Public Records will be performed by Brown & Phillips. We will review the title package and plot all right-of-way documents and easements on the Survey and alert the County of any missing R/W segments that make up the entire R/W corridor. All gaps or overlaps will be brought to the County's attention.

III. VERTICAL PROJECT NETWORK CONTROL

A level run will be performed along the route using the existing Palm Beach County benchmarks (NAVD 1988). Benchmarks will be set along the route, not exceeding 600 feet apart. All benchmarks will be set outside of the proposed limits of construction.

IV. BASELINE LAYOUT

We will lay out the baseline at 100-foot intervals setting appropriate points at each station. The baseline will be laid out within the limits of the 2,600'± route. These baseline points will be used in the topographic and cross section phase to locate features and facilitate checks. The Right-of-Way will be staked at 100' intervals in accordance with the Design Standards Page 20 Phase IIE.

V. HORIZONTAL CONTROL POINTS

The historic baseline of survey (if available) will be tied to a pair of PBCo. Horizontal Control Points at each end of the baseline. Stations and offsets and State Plane Coordinates and monumentation will be labeled at begin and end of historic baseline as well as PI's, PC's, PT's, PRC's and PCC's along the baseline not to exceed 1000 feet between control stations. All monumentation along the historic baseline will be referenced to the intervisible random project control monumentation. We propose to set three (3) horizontal control points.

VI. SECTION TIES AND PROPERTY TIES

We will tie in section corners and property corners along the route to check the present alignment of Seminole Boulevard. We will try to locate as many corners as possible to positively establish the current rights of way. We will tie in a minimum of two (2) Palm Beach County geodetic points to meet County requirements. Subdivision corners, section corners and other existing control monumentation that will assist in the establishment of the R/W will be located and shown on the Survey.

VII. TOPOGRAPHY

A topographic survey will be performed along the route. This survey will tie in all visible features such as, but not limited to, signs, light poles, guardrails, utilities, walks, edge of pavement, curbing, drainage structures, native trees with a DBH of 4" or greater, etc. These locations will show all features within the corridor from right of way to right of way extending to 25' outside the existing right of way. We will obtain driveway elevations along each side and in the middle of each driveway. In addition, we will shoot all sidewalk ramps for ADA slopes. No finish floor elevations will be obtained. Limits of the survey are shown in pink on the included map.

VIII. CROSS SECTIONS and TIN CREATION (DTM)

Cross sections will be done along the route at 100-foot intervals. These cross sections will cover the roadway to the right of way lines and extend to 25 feet outside of the existing right of way. In addition, we will prepare a TIN file and all the corresponding break lines for the design of the roadway. Since a TIN is required this will entail additional shots to be taken on the cross sections to accurately depict the existing conditions.

Thomas January 29, 2021

IX. AS-BUILTS

We will attempt to get as-built information on all the pipes leading out of any storm structures found. We will show invert elevations, pipe sizes and materials for all pipes located including outfall pipes.

X. CLOSURE

A certified signed and sealed Topographic Survey (11" x 17" sheets on a 1" = 40' scale) will be prepared and delivered, to be included with the engineering plans (sheets SURX-SURXX) showing the existing right-of-way and supporting record information in addition to all improvements as outlined. We will also provide a printout of the right-of-way information in hard copy and digital format (CAD and PDF), as part of the approved survey plan submittal, showing labels referencing each document used to plot the right-of-way. We propose to provide Mock Roos & Associates, Inc. and Palm Beach County Survey Section with 1 set certified, signed & sealed, of the Survey, 1 set in PDF digitally signed and CAD files in the version requested. Any additional work will be done on an hourly basis as approved by you. We will perform the scope of services for a lump sum fee of \$19,119.78, see Table 'A' for an hourly breakdown. Please do not hesitate to call me with any questions you might have regarding this proposal. We look forward to working with you on this project.

Sincerely,

Brown & Phillips, Inc.

John E. Phillips III, P.L.S.

Rrincipal

JEP/mb



TABLE 'A'

Westgate Belvedere Homes CRA Seminole Boulevard from Oswego Avenue to Okeechobee Boulevard

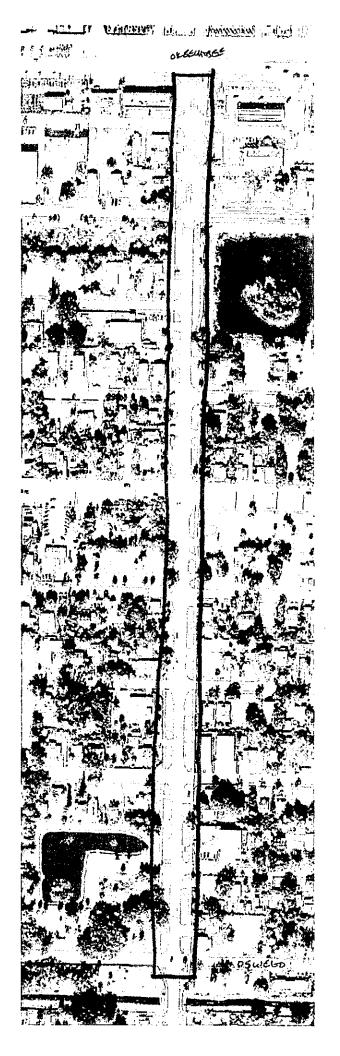
Type of Survey: Specific Purpose

Size: 2600'±

Date: January 29, 2021

TASK	3 MAN CREW	CADD TECH	SURVEY TECH	PLS	COMMENTS
Meetings and Coordination				2	
Horizontal Project Network Control	2		1		Establish control
Title Review			20	4	Review/compile furnished right-of-way
Vertical Project Network Control	7		1		Set benchmarks along corridor
Baseline Layout	2		0.5	-	Layout baseline at 100' intervals, stake R/W
Reference Points	4		1		Set references and prepare PNC Sheet
Section Ties	1		0.5		Tie in PBCo. Horizontal control
Subdivision & Property Tles	8		4	2	Tie in adjoining property corners
Topography and Cross Sections	36		6	2	Locate all above ground features 100' cross sections, TIN file
As-builts	2		0.5	,	As-built storm structures
Tree Locations	1				Locate planted trees in R/W to 25' outside R/W (4" or greater)
Specific Purpose Survey		25	6	3	Prepare drawing of Specific Purpose Survey - 5 sheets
Address Comments		6	6	2	
Total Hours:	63	31	46.5	15	
Rate/Hour	\$54.17	\$30.12	\$30.12	\$41.75	unloaded rates
Subtotal:	\$3,412.71	\$933.72	\$1,400.58	\$626.25	
Total Labor Cost (unloaded): Multiplier:	1				\$6,373.26 3.00
Total Labor Cost (loaded):					\$19,119.78

TOTAL PRICE \$19,119.78





HILLERS ELECTRICAL ENGINEERING, INC.

December 30, 2020

Mock Roos & Associates Inc. Dennis J. Thomas, PE 5720 Corporate Way, West Palm Beach, FL 33407

Subject:

Electrical Engineering Design Proposal for the Palm Beach County

Seminole Boulevard Multipurpose Trails and Lighting (Total 2,600 LF).

Final Bid Documents & Post Design.

Dennis:

Hillers Electrical Engineering, Inc. (HEE) is pleased to provide Mock Roos & Associates, Inc. (MR) an electrical design fee proposal for the Palm Beach County (County) Seminole Boulevard Multipurpose Trails and Lighting based on MR provided information.

The following items are included in our scope services:

- Design and coordination meetings with County, FDOT, FP&L Co., and MR
- Design shall be based on utilizing the County approved Decorative LED luminaries & poles. The design lighting levels shall be per the Palm Beach County & FDOT Standards.
- Lighting design shall be on both sides of the roadway for Seminole Boulevard.
- The electrical system design shall be based on the County / FDOT / NEC Standards.
- Provide voltage drop calculations.
- Provide electrical calculations and lighting calculations with photometric plans that include point-by-point lighting calculations reflecting proposed roadway.
- Design new luminaries/poles installations, electrical service point, circuits and conduit systems for roadway lighting to a Final Plans. Includes site plan layouts depicting equipment locations, pole locations, conduit & wire.
- MR shall provide all base plan sheets HEE on AutoCAD 2018 or newer.
- HEE shall provide electrical & lighting design to the MR on AutoCAD 2018.
- HEE shall provide one (1) set of electronic plans for electrical / lighting submittals for 35%, 65%, 96%, 100% progress submittals & Final Plans County and FDOT reviews.
- MR shall provide all printing of plans for all submittals to County & FDOT.
- Does not include any type design for additional roadways.
- Includes hourly Optional Services.

Our proposed lump-sum fee for electrical design is:

\$ 27,829.28

Our proposed hourly Optional Services is:

\$ 3,482.48

Sincerely,

Thomas Doran, Vice-President

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Fee
Scope

Palm Beach County Seminole Boulevard Multipurpose trails and Lighting Project-HILLERS ELECTRICAL ENGINEERING, INC.	se trails an	d Lighting	Project-						
SCOPE FEE SUMMARY FEE PROPOSAL ELECTRICAL DESIGN 12/30/2020									
Rate	\$210.16	\$153.36	\$142.00	\$74.00					
	Proj. Mgr.	Prof. Eng	Lead Eng.	CADD/Tech			Total		TOTAL
PHASE OF WORK	Hours	Hours	Hours	Hours			Hours	Expenses	TASK COST
DESIGN									
							,		00 100 10
Design Coordination Migs	-	4	4				3 5		19.190.00
On site verifications/Discovery Phase		8	80				94		\$2,362.88
Photometric Design		8	16	9			40		\$4,682,88
Voltage Drop Calculations		4	8				12		\$1,749.44
35%, 65%, 96% Progress Submittals To PBC & FDOT	4	e	48	30			112		\$14,477.44
100% Final Plans Design To PBC & FDOT	-	8	8	8			52		\$3,165,04
							a		\$0.00
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							o		\$0.00
							0		\$0.00
							0		\$0.00
LUMP SUM TOTAL	٥	62	92	54			214		\$27,829.28
									\$0.00
OPTIONAL SERVICES	 	12	8	4			25		\$3,482.48
							0		\$0.00
							0		20.02
							0		\$0.00
							0		\$0.00
							0		\$0.00
HOURLY TOTAL	-	12	9	*			22		\$3,482,48
					:				
Grand Total Hours	^	74		28			239		\$31,311.76
Grand Total Labor Cost \$1,471.12 \$11,348.64 \$14,200.00 \$4,292.00	\$1,471.12	\$11,348.64	\$14,200.00	\$4,292.00	\$0,00	\$0.0			531,311.78

JANUS RESEARCH, INC.
Cost Proposal
Seminole Boulevard Multipurpose Trails and Lighting Owego to Okeechobee (PA#B8040.61)



January 14, 2021

POSITION	HOURS		RATE		TOTAL
Principal Investigator	6	\$	104.50	\$	627.00
Project Archaeologist	32	\$	70.00	\$	2,240.00
Field Archaeologist	8	\$	42.00	\$	336.00
Senior Architectural Historian	8	\$	118.00	\$	944.00
Architectural Historian	42	\$	86.00	\$	3,612.00
Historical Technician	24	\$	54.00	\$	1,296.00
Graphics Specialist	8	\$	51.00	\$	408.00
Clerical	2	\$	40.00	\$	80.00
Total Direct Labor					\$9,543.00

TOTAL LUMP SUM AMOUNT

\$9,543.00

Janus Research, Inc. Cultural Resources Assessment Survey for the Seminole Boulevard Trails and Lighting - Owego to Okeechobee (PA#B8040.61) Palm Beach County

January 11, 2021

Please find a cost proposal for our services to perform a Cultural Resource Assessment Survey for the Trails and Lighting Improvements. This project must meet Florida Department of Transportation guidelines, the project methodology will comply Section 106 of the National Historic Preservation Act (NHPA) of 1966 (Public Law 89-655, as amended), as implemented by 36 CFR 800 -- Protection of Historic Properties (incorporating amendments effective August 5, 2004); the Programmatic Agreement among the Federal Highway Administration (FHWA), the Advisory Council on Historic Preservation (ACHP), the Florida Division of Historical Resources (FDHR), the State Historic Preservation Officer (SHPO), and the FDOT Regarding Implementation of the Federal-Aid Highway Program in Florida (Section 106 Programmatic Agreement, effective March 2016, amended June 7, 2017); Section 4(f) of the Department of Transportation Act of 1966, as amended (49 USC 303); Chapter 267, Florida Statutes; and the minimum field methods, data analysis, and reporting standards embodied in the FDHR' Cultural Resource Management Standards and Operational Manual (February 2003), and Chapter 1A-46 (Archaeological and Historical Report Standards and Guidelines), Florida Administrative Code. In addition, this report will be prepared in conformity with standards set forth in Part 2, Chapter 8 (Archaeological and Historic Resources) of the FDOT Project Development and Environment Manual. All work will also conform to professional guidelines set forth in the Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716, as amended and annotated) and Chapter 1A-46 (Archaeological and Historical Report Standards and Guidelines), Florida Administrative Code.

As part of our services, Janus Research will document the cultural resources in the project area of potential effect (APE), perform background research regarding the significance of the resources, and evaluate if they are potentially eligible for listing in the *National Register of Historic Places* (National Register).

Background Research

A historical literature and background information search pertinent to the project areas will be conducted. This will include a search of the Florida Master Site File, County and local site inventories, books and journal articles, unpublished CRM reports, and the like. Every effort will be made to solicit historic and site location information from other professionals, amateur archaeologists and collectors, lay historians, and the local residents of the project area.

In addition to reviewing the previously compiled archaeological site data for the project area, environmental variables known to be associated with prehistoric and historic sites will be reviewed for the purpose of developing a predictive model of archaeological site occurrence. Predictive models enable the researcher to stratify a study area into areas of high, moderate, and low site potential based on the co-occurrence of relevant environmental variables. Data from archaeological surveys throughout

Florida have repeatedly demonstrated the validity of using environmental variables as predictors of prehistoric site location.

Archaeological Survey.

In keeping with FDHR standards, if possible, areas of high archaeological site potential, will be tested at 25 m (82 feet) intervals. Areas of moderate site potential will be tested at 50 m (164 feet) intervals. Areas of low archaeological site potential will be conducted on a judgmental basis with at least one test conducted every 100 m (325 feet) within a minimum of 10 percent of this site potential zone.

The archaeological survey will include a reconnaissance level survey to document existing conditions and determine whether archaeological subsurface testing is feasible. Any area where archaeological subsurface testing is possible will be marked and coordination with the Sunshine One Call Center will be conducted to locate any underground utilities. Any areas where excavation is not possible will be thoroughly documented with field notes and photographs.

Subsurface tests will be .5 m (20 inches) in diameter and dug to a minimum depth, subsurface conditions permitting, of one meter (3.3 feet). All excavated soils will be sifted through 6.4 mm (¼ inch) metal hardware cloth screen suspended from portable wooden frames. Any cultural materials recovered will be stored in plastic bags with all provenience data recorded. Field notes on each test performed will be recorded, and the location of all tests will be clearly marked on aerial photographs of the project area. A Florida Master Site File form will be completed for any archaeological site identified during the survey.

Historic Resources Survey.

Based on this project, an architectural historian and at least one technical assistant will conduct an historic resources survey to ensure that resources are identified, properly mapped, and photographed. Janus Research has conducted numerous projects with similar scopes, and a key aspect of this work is defining the APE. Due to the nature of the improvements, the APE will be narrowly defined, which will limit the number of documented resources. At this time, no forms may be necessary. We will be focusing on improvements that may extend out of right-of-way. However, we will visually review the area to determine if significant resources, including historic districts may be present within or adjacent to the APE. If needed, forms will include field data, notes from site observations and informant interviews. The estimated date of construction and distinctive features will also be noted. Photographs will be taken with a digital camera. A log will record the resources' physical location and compass direction of each photograph.

The resources' significance will then be evaluated for potential eligibility for listing in the *National Register*. Historic physical integrity will be determined from site observations, field data, and photographic documentation. If possible, informant interviews with individuals knowledgeable about local history will be conducted to assist in the research for known significant historical associations.

Report

A report presenting the methods, findings, evaluations, and recommendations of the cultural resource assessment survey will be prepared and submitted to the client for review and comment. This report will be prepared as to conform to the standards set forth in the FDOT PD&E Manual's requirements as well as the FDHR Historic Preservation Compliance Review Program manual. After receiving the comments, Janus Research will revise the document and prepare a final that will be submitted to the Florida Department of Transportation and the State Historic Preservation Officer for concurrence. We will provide a digital version of the report on CD, and three hard copies will be produced, including the hard copy and associated material required by the State Historic Preservation Officer/Florida Division of Historical Resources.

A cover letter can also be prepared, which can be transmitted to the agencies. If it appears there are no adverse effects to significant resources based on the improvements, this can be stated in the cover letter. However, it should be noted that coordination with the State Historic Preservation Officer/Florida Division of Historical Resources may necessary if they have questions regarding the documentation.

Sandra Ospina M.

From:

Glenn Mark

Sent:

Wednesday, January 20, 2021 1:33 PM

To:

Sandra Ospina M.

Cc:

Kristine Frazell-Smith; Dagaree Bartels-Gremling; Jesse Perez A.

Subject:

Seminole Blvd. - Oswego Dr. to Okeechobee Blvd. - Scope & Fee

Sandra: 01/20/21 Project No. 2021023

I've taken a look at the estimate for survey services (Dated – January 12, 2021) and based on my review of the revised scope of services and fee schedule prepared by Brown & Phillips, Inc., I believe the number (\$19,119.78 Survey) is an amount we can justify. No additional allowances were given are there are no other extenuating circumstances associated with this project. The overall amount being shown is in line with what I would expect for a project of this scope and size (+-2,600').

However, the scope must be revised to reflect the following for the fee as stated:

1. Item I must reflect NAD 83/90 State Plane Coordinates.

2. Item VII & VIII must reflect extending 25' outside the existing R/W in all cases. Including trees with a DBH of 4" or greater.

This office expects all survey work done for Roadway Production to result in a signed and sealed Survey drawing (all to be delivered to this office for review and approval) in accordance all applicable requirements, Roadway Design Standards of 2019 (Appendix C), codes, rules and Statutes governing Surveying and Mapping.

Hope this help!

Glenn