

WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY

Monday March 10, 2025 Board Meeting

1280 N. Congress Ave. Suite 215

West Palm Beach FL 33409

**NOTE: Agenda Summary (Pages 3-12)
Staff Report (Pages 13 - 19)**

- I. CALL TO ORDER / ROLL CALL**
- II. AGENDA APPROVAL**
 - 1. Additions, Deletions, and Substitutions to the Agenda**
 - 2. Adoption of Agenda**
- III. ADOPTION OF W/BH February 10, 2025 CRA MINUTES (Pages 20 - 30)**
- IV. PUBLIC COMMENTS**
- V. DISCLOSURES**
- Vi. CONSENT AGENDA**
 - 1. Recommendation for Proposed Addition & Porte Cochere at 1279 Marine Drive Pages (31 – 33)**
- VII. REGULAR AGENDA**
 - 1. Recommendation for Westgate Village MUPD – Phase I (Pages 34 - 122).**
 - 2. Adoption of FY 2023 External Audit Report (Draft Distributed Separately).**
 - 3. Authorize the Board Chair to Execute Agreement with Engenuity Group Inc. for Engineering Services (Pages 123 – 136)**
 - 4. Authorize the Board Chair to Execute Agreement with Engenuity Group Inc. for Surveying Services (Pages 137 – 150)**
 - 5. Authorize the Board Chair to Execute Agreement with Kimley Horn & Associates, Inc. for Planning Services (Pages 151 – 166)**
 - 6. Authorize the Board Chair to Execute Agreement with Chen Moore & Associates, Inc. for Planning Services (Pages 167 – 183)**
 - 7. Authorize the Board Chair to Execute Agreement with Schmidt Nichols for Planning Services (Pages 184 – 198)**

8. Approval of Work Assignment #1 for Kimley-Horn and Associates Inc. for Traffic Impact Analysis (Pages 200 - 203)

VIII. REPORTS

- A. Staff Reports and Correspondence (Pages 204 - 207)**
- 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. Ruffy**

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 SECTIONS 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
In Person and Via Zoom
March 10, 2025

CONSENT AGENDA

1. Recommendation for Proposed Addition & Porte Cochere at 1279 Marine Drive

A. Background and Summary: The property is located on Marine Drive near the United States General Services Administration building near the Airport on the north side of Belvedere Road. It is a +/- 0.18-acre parcel located at 1279 Marine Drive. The property currently supports single-family residential use and has a homestead exemption. The site has a zoning classification of RH (Multifamily Residential), and a Future Land Use designation (FLU) of CH/8 (commercial high with an underlying residential land use of 8 du's/acre).

The property is one of a few parcels within this segment of the UG (Urban General) Sub-area of the WCRAO that maintains residential use. The intent of the UG Sub-area establishes Congress Avenue as an “additional redevelopment area allowing for mixed use development with more intense commercial and residential uses, including multi-story towers where feasible”. The 2004 Redevelopment Plan envisioned the UG Sub-area within potential for more intense and denser redevelopment, but this enclave of single family, duplex and triplex development would have been better suited to be included within the NR Sub-area. In 2021, Table 3.B.14.E – WCRAO Sub area Use Regulations were revised to include restrictions on the development of residential uses within the different sub-areas of the overlay. The code now also prohibits new single-family construction in those sub-areas set aside for dense multifamily development pursuant to the Redevelopment Plan including the NG, NC, UG, UH and UI Sub-areas. Through this amendment, the subject parcel, which supports a single-family residential use and is generally permitted in standard RH (RM) zoning, was made into a legal non-conforming use by virtue of being in the Westgate UG sub-area.

The structure on the property is 1,268 sf. excluding an enclosed screen porch. The applicant is proposing an addition of 288.7 sf. and a 185 sf. porte cochere (carport) to the front of the property. Since the property now supports a non-conforming use, the

provisions of ULDC Art. 1 for non-conforming uses and structures apply. The non-conforming provisions of the WCRAO allow the use to continue, provided the square footage is not expanded.

In 2022, a subsequent revision created a provision within the WCRAO Sub-area use regulations section to allow the Zoning Director, with the mutual agreement of the CRA Board, to apply the provisions of Art. 4.B. Use Classification, which would permit the parcel to operate under the allowed uses and PDRs of the Zoning District. This provision allows the Board to consider restricted uses on a case-by-case basis. This permission by the CRA Board would resolve the issue of the non-conforming use, since single-family is permitted by right in RH (RM) zoning districts. The homeowner would then be able to proceed with a permit application to construct the addition and carport. The permit application would still undergo Zoning review to ensure that the construction off the addition is in character with the existing home, and that PDRs are met for setbacks and lot coverage.

B. Recommendation: Staff support a CRA Board recommendation to support the following:

1. Concurrence with the WCRAO Art. 3.B.14.E.2.a. Use Regulations provision allowing the Zoning Director to apply the requirements of Art. 4.B. Use Classification for the underlying zoning district; and,
2. Approval of any variances to allow the expansion of the use.

REGULAR AGENDA

1. Recommendation for Westgate Village MUPD – Phase I

A. Background and Summary: The historic Palm Beach Kennel Club site is located at 1111 N. Congress Ave., at the west corner of Congress Avenue at Belvedere Rd., directly north of the Palm Beach International Airport. A subdivision of five acres of land from the northern portion of the 47.06-acre site will support the relocation of the Kennel Club facility (Parcel in blue). The 42-acre balance of the overall site is under contract for a phased residential/mixed-use redevelopment program. A rezoning of the entire 42-

acre site to a Multiple Use Planned Development (MUPD), and the approval of 405 garden-style multifamily rental apartments on 16.05 acres as Phase 1 (Parcel A), along with the facilitating approvals a Type 2 Variance, are the primary application requests. An Abandonment of the Special Exception flea markets granted in 1983 via R-83-0803 deletes an obsolete use. The existing Kennel Club facility (Parcel B), comprised of Indoor Entertainment and Type 2 Kennel uses will be folded into the proposed MUPD, and will maintain operations at its current location while the new facility is under construction. The WCRAO Density Bonus Program is a key to facilitating the development program in this phase. The site has a future land use of CH/5 (commercial high with an underlying 5 units per acre) representing 80 units on 16.05 acres. To achieve 405 units, the application requests an allocation of 325 units from the pool of units requiring Class A Conditional Use approval by the BCC, to allow the bonus density to transfer to a PDD. The entitlements approach is to consider the entire 42-acre property within the MUPD, with only the 16.05 acres representing Parcel A as Phase 1 to be reviewed under a combination zoning district and overlay: WCRAO standards for the purposes of frontage, setbacks, density calculations and parking; MUPD regulations for rezoning standards, and overall land development purposes. A Development Order Amendment (DOA) to the MUPD site plan to facilitate redevelopment on the remaining 26.01 acres is anticipated in the future.

To facilitate the development of Phase 1, the agent for the applicant requests a recommendation of approval from the Westgate CRA for the following:

1. Official Zoning Map Amendment (“Rezoning”) of entire 42.06 acres from Commercial General (CG) in part, and Residential High (RH) in part, to Multiple Use Planned Development (MUPD);
2. Board of County Commissioners (“BCC”) Class A Conditional Use approval to allocate 325 Density Bonus Units from the WCRAO Density Pool, representing 20.25 bonus units per acre on 16.05 acres to a Planned Development District (MUPD);
3. Development Order Abandonment of a Special Exception to allow an Open-Air Flea Market granted via Resolution R-83-0803;

4. Type 2 Variance to Table 3.B.14.F WCRAO Non-Residential & Mixed-Use Sub-Area PDR's Optional Plazas and Squares, to allow an increase to the maximum of 25' for plaza depth to 75', a variance of 50' for the Build to Line Exemption; and,
5. Development Review Officer (DRO) Approval for a ROW Easement Exemption to adjust the build-to line for consistency along the Congress Avenue frontage, pursuant to 3.B.14.F.2.a.2).

B. Recommendation: Staff support Westgate CRA Board's recommendation for the following:

1. Official Zoning Map Amendment ("Rezoning") of entire 42.06 acres from Commercial General (CG) in part, and Residential High (RH) in part, to Multiple Use Planned Development (MUPD);
2. Board of County Commissioners ("BCC") Class A Conditional Use approval to allocate 325 Density Bonus Units from the WCRAO Density Pool, representing 20.25 bonus units per acre on 16.05 acres to a Planned Development District (MUPD);
3. Development Order Abandonment of a Special Exception to allow an Open-Air Flea Market granted via Resolution R-83-0803;
4. Type 2 Variance to Table 3.B.14.F WCRAO Non-Residential & Mixed-Use Sub-Area PDR's Optional Plazas and Squares, to allow an increase to the maximum of 25' for plaza depth to 75', a variance of 50' for the Build to Line Exemption; and,
5. Development Review Officer (DRO) Approval for a ROW Easement Exemption to adjust the build-to line for consistency along the Congress Avenue frontage, pursuant to 3.B.14.F.2.a.2).

2. Adoption of FY 2024 External Audit Report

A. Background and Summary: Ms. Zenora Ward from Ward and Company P.A., will present the audit report for the fiscal year 2023.

B. Recommendation: Staff recommends that the Board adopt the audit report as presented.

3. Authorize the Board Chair to Execute Agreement with Engenuity Group Inc. to Provide Professional Engineering Services for the CRA.

A. Background and Summary: On October 22, 2024, the CRA issued a Request for Qualifications (RFQ) to solicit firms to provide professional engineering services for the Agency. One firm responded to the RFQ. On February 10, 2025, the CRA Board after recommendation from a review committee, selected Engenuity Group Inc., for Engineering Services and instructed staff to start contract negotiations with the firm.

The firm will provide engineering services that include, but not limited to pre-design, design, preparation of construction documents, assistance with bidding, permitting, construction administration services and other services on an as needed basis to implement the CRA's Community Redevelopment Plan. The Agreement is a continuing contract for individual projects that do not exceed \$7.5 million in construction cost or for individual planning or study activities that do not exceed \$500,000 in accordance with Consultants Competitive Negotiations Act (CCNA) Section 287.055 F.S.

The CRA will issue separate work assignments approved by the board for each project. The firm is responsible for providing a scope of services, budget, and schedule or timeline for completing each project.

Compensation will be negotiated for each project according to a lump-sum agreement or the hourly rate provided by the firm.

The term of the Agreement shall be three years from the date of execution by the CRA. The CRA Board may, at its option, renew this Agreement based upon the same terms for an additional term of three years.

B. Recommendation: Authorize the Board Chair to execute the Agreement with Engenuity Group Inc. for professional engineering services.

4. Authorize the Board Chair to Execute Agreement with Engenuity Group Inc. to Provide Professional Surveying Services for the CRA.

A. Background and Summary: On October 22, 2024, the CRA issued a Request for Qualifications (RFQ) to solicit firms to provide professional surveying services for the Agency. One firm responded to the RFQ. On February 10, 2025, the CRA Board after recommendation from a review committee, selected Engenuity Group Inc. for surveying services and instructed staff to start contract negotiations with the firm.

The firm will provide surveying services that include, but not limited to bidding, permitting, construction administration services and other services on an as needed basis to implement the CRA's Community Redevelopment Plan. The Agreement is a continuing contract for individual projects that do not exceed \$7.5 million in construction cost or for individual planning or study activities that do not exceed \$500,000 in accordance with the Consultants Competitive Negotiations Act (CCNA) Section 287.055 F.S.

The CRA will issue separate work assignments approved by the board for each project. The firm is responsible for providing a scope of services, budget, and schedule or timeline for completing each project.

Compensation will be negotiated for each project according to a lump-sum agreement or the hourly rate provided by the firm.

The term of the Agreement shall be three years from the date of execution by the CRA. The CRA Board may, at its option, renew this Agreement based upon the same terms for an additional term of three years.

B. Recommendation: Authorize the Board Chair to execute the Agreement with Engenuity Group Inc. for professional surveying services.

5. Authorize the Board Chair to Execute Agreement with Kimley-Horn & Associates, Inc. to Provide Professional Planning, Landscape Architecture, and Property Development Assistance Services for the CRA.

A. Background and Summary: On October 22, 2024, the CRA issued a Request for Qualifications (RFQ) to solicit firms to provide professional planning, landscape architecture, and property development assistance services for the Agency. Four firms responded to the RFQ. On February 10, 2025, the CRA Board after recommendation

from a review committee, selected Kimley-Horn and Associates for professional planning, landscape architecture, and property development assistance services and instructed staff to start contract negotiations with the firm.

The firm will provide professional planning, landscape architecture, and property development assistance services that include, but not limited to site planning, design, research, studies, regulatory review and revision, the preparation of construction documents, assistance to the CRA staff regarding bidding, permitting, and construction administration services for various projects on an as needed basis to implement the CRA's Community Redevelopment Plan. The Agreement is a continuing contract for individual projects that do not exceed \$7.5 million in construction cost or for individual planning or study activities that do not exceed \$500,000 in accordance with the Consultants Competitive Negotiations Act (CCNA) Section 287.055 F.S.

The CRA will issue separate work assignments approved by the board for each project. The firm is responsible for providing a scope of services, budget, and schedule or timeline for completing each project.

Compensation will be negotiated for each project according to a lump-sum agreement or the hourly rate provided by the firm.

The term of the Agreement shall be three years from the date of execution by the CRA. The CRA Board may, at its option, renew this Agreement based upon the same terms for an additional term of three years.

- B. Recommendation:** Authorize the Board Chair to execute the Agreement with Kimley-Horn and Associates for professional planning, landscape architecture, and property development assistance services.

6. Authorize the Board Chair to Execute Agreement with Chen Moore & Associates, Inc. to Provide Professional Planning, Landscape Architecture, and Property Development Assistance Services for the CRA.

A. Background and Summary: On October 22, 2024, the CRA issued a Request for Qualifications (RFQ) to solicit firms to provide professional planning, landscape architecture, and property development assistance services for the Agency. Four firms responded to the RFQ. On February 10, 2025, the CRA Board after recommendation from a review committee, selected Chen Moore and Associates Inc. for professional planning, landscape architecture, and property development assistance services and instructed staff to start contract negotiations with the firm.

The firm will provide professional planning, landscape architecture, and property development assistance services that include, but not limited to site planning, design, research, studies, regulatory review and revision, the preparation of construction documents, assistance to the CRA staff regarding bidding, permitting, and construction administration services for various projects on an as needed basis to implement the CRA's Community Redevelopment Plan. The Agreement is a continuing contract for individual projects that do not exceed \$7.5 million in construction cost or for individual planning or study activities that do not exceed \$500,000 in accordance with the Consultants Competitive Negotiations Act (CCNA) Section 287.055 F.S.

The CRA will issue separate work assignments approved by the board for each project. The firm is responsible for providing a scope of services, budget, and schedule or timeline for completing each project.

Compensation will be negotiated for each project according to a lump-sum agreement or the hourly rate provided by the firm.

The term of the Agreement shall be three years from the date of execution by the CRA. The CRA Board may, at its option, renew this Agreement based upon the same terms for an additional term of three years.

B. Recommendation: Authorize the Board Chair to execute the Agreement with Chen Moore and Associates Inc. for professional planning, landscape architecture, and property development assistance services.

7. Authorize Board Chair to Execute Agreement with Schmidt Nichols to Provide Professional Planning, Landscape Architecture, and Property Development Assistance Services for the CRA.

A. Background and Summary: On October 22, 2024, the CRA issued a Request for Qualifications (RFQ) to solicit firms to provide professional planning, landscape architecture, and property development assistance services for the Agency. Four firms responded to the RFQ. On February 10, 2025, the CRA Board, after recommendation from a review committee, selected Schmidt Nichols for professional planning, landscape architecture, and property development assistance services and instructed staff to start contract negotiations with the firm.

The firm will provide professional planning, landscape architecture, and property development assistance services that include, but not limited to site planning, design, research, studies, regulatory review and revision, the preparation of construction documents, assistance to the CRA staff regarding bidding, permitting, and construction administration services for various projects on an as needed basis to implement the CRA's Community Redevelopment Plan. The Agreement is a continuing contract for individual projects that do not exceed \$7.5 million in construction cost or for individual planning or study activities that do not exceed \$500,000 in accordance with the Consultants Competitive Negotiations Act (CCNA) Section 287.055 F.S.

The CRA will issue separate work assignments approved by the board for each project. The firm is responsible for providing a scope of services, budget, and schedule or timeline for completing each project.

Compensation will be negotiated for each project according to a lump-sum agreement or the hourly rate provided by the firm.

The term of the Agreement shall be three years from the date of execution by the CRA. The CRA Board may, at its option, renew this Agreement based upon the same terms for an additional term of three years.

B. Recommendation: Authorize the Board Chair to execute the Agreement with Schmidt Nichols for professional planning, landscape architecture, and property development assistance services.

8. Approval of Work Assignment #1 for Kimley-Horn and Associates Inc. to Complete a Traffic Study for Comprehensive Plan FLUE Text Amendment

A. Background and Summary: The CRA is pursuing a Comprehensive Plan amendment to the FLUE to increase the number of density bonus units available in the Pool through the Westgate Community Redevelopment Area Overlay Density Bonus Program. As part of the adoption process for the amendment, a traffic study is required to be performed following a methodology defined by the Palm Beach County Traffic Division.

The scope of services include the calculation of trip generation, allocation of trips within the CRA boundary, the determination of overall traffic distribution, the volume counts of AM peak and PM peak periods turning movement, the determination of long-range future traffic volume projections, the review of adopted 5-year work programs and long-range cost-feasible improvement programs, the analysis of long-range transportation system Level of Service (LOS) analyses, the research and evaluation of other mobility and capacity options, including, but not limited to, Palm Tran, Tri-Rail, Brightline, and pedestrian and bicycle facilities to identify available capacity on alternate modes of transportation of the surrounding roadway network, the identification of strategies and mitigation options to allow LOS standards to be met, and other tasks included in the Work Assignment #1 Proposal for Services.

The firm is proposing to complete the work for a lump sum amount of \$50,000.00.

B. Recommendation: Staff recommends that the Board approve Work Assignment #1 for Kimley-Horn and Associates to do the traffic impact analysis for an amount not to exceed \$50,000.00.

**BOARD MEETING
March 10, 2025**

Staff Update on In-House & Private Redevelopment Projects

Strategic Plan – Special District Goals & Performance Measures (STARTED)

CRA staff will retool a draft strategic plan for the implementation of the goals and objectives of the Redevelopment Plan, and will modify the document to reflect a new statutory requirement for special districts. FS 189.0694 now requires Florida special districts to establish “goals and objectives for each program or activity, as well as performance standards and measures to determine if goals and objectives are being achieved”. The first annual Goals & Performance Measures Report is due by December 1, 2025. 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.

Streetlights Initiative + Westgate Safety Plan (IN PROCESS)

Updates: The requested funding for Westgate safety initiatives from the County’s legislative appropriation was not authorized. The CRA will renew the request next legislative season. Staff continues to address issues around safety utilizing the Agency’s budget. A draft Safety Plan in in process.

The requested funds from the County’s legislative appropriation have been reduced from \$750,000 to \$250,000; the allocation from the State budget awaits the Governor’s signature. CRA staff continues to develop a Safety Plan for the district. The 1st permit to install FPL streetlights has been issued; the 2nd permit is in process. Conservatively, staff anticipates that the streetlights will be installed within the next 6 months.

Background: Staff has requested the installation of 280+ new streetlights within the North and South Westgate Estates neighborhoods of the CRA district from FPL. The streetlights initiative is in the final stage of permitting. FPL resubmitted in January to respond to Land Development comments. To supplement this effort, Staff is working with County Administration to secure a legislative appropriation of \$750,000. This funding would also be used to leverage CRA TIF in the creation of a Westgate Safety Plan. Planning for the development of a Safety Plan is underway.

WCRAO – Comp Plan/ULDC Amendments (IN PROCESS)

Updates (ULDC): Staff has withdrawn a request to amend the WCRAO Density Bonus Program workforce housing requirement to 20% across 4 income categories at 5% each, rather than across the 2 lower income categories at 10% each. Even though this would create better balance in the delivery of workforce and market rate units, and the data indicates that there is a saturation of affordable housing in the area, Staff feels that there will not be support for this amendment from Administration or the BCC given the County’s current focus on provision of affordable and workforce housing. A revision to add the ability to request a Type 1 administrative waiver reduction of up to 15% from WCRAO parking standards for residential and mixed-use projects is still underway, along with a concurrent ULDC revision related to the Comp Plan amendment.

Updates (Comp Plan): Staff presented the Comp Plan text amendment to the Planning Commission on January 10, 2025 – transmittal of the initiative to the BCC was recommended. During BCC agenda briefings, County Administration expressed concern about the impact of increased residential density

on surrounding roadway infrastructure. The item was postponed until the May BCC transmittal to allow CRA Staff time to prepare a comprehensive traffic study.

Staff is processing a Comprehensive Plan amendment to the text of the FLUE WCRAO sub-objective that would increase the number of units available in the Density Bonus Pool by 3,000 from 1,300 to 4,300. The amendment is triggered by redevelopment of the PBKC site which is anticipated to need at least 50% of the density bonus remaining in the program for their first phase of multifamily housing. An increase is necessary to support future redevelopment build out projections.

Tentative Amendments Timeline

Comp Plan (25-A2) Density Bonus Pool	Planning Commission Initiation – July 12, 2024	BCC Initiation Hearing – August 28, 2024	Staff reports – Dec. 2024	Planning Comm. Hearing – January 10, 2024	BCC Transmittal – Feb. 5, 2025 (TBD)	BCC Transmittal – May 13, 2025 (TBD)	BCC Adoption Hearing – Nov. 5, 2025 (TBD)
ULDC WCRAO Parking Reduction + related Density Bonus Pool revisions	BCC Request for Permission to Advertise – previously initiated	BCC Transmittal Hearing – August 28, 2024 – allows work on related Comp Plan revisions	BCC PTA – Feb. 27, 2025 – parking revision	BCC PTA – March 27, 2025 – parking revision	Zoning Comm. – April 3, 2025 - parking revision	BCC Adoption Hearing – April 24, 2025	

Zoning Management has reviewed the amendment draft provided in October 2023, and has provided general direction to rework the document. A path has been provided to revise WCRAO parking provisions. Staff has been working with Schmidt Nichols on developing a parking code that would reduce the demand for residential by unit type.

Staff submitted an amendment draft to Zoning in early October 2023. Concurrently, Staff is exploring the concept of merging the WCRAO with the URAO toward a Redevelopment Code for the County.

Staff met with Vice-Mayor Weiss, assistant County administrators, and PZB staff on October 26th to discuss ways in which the WCRAO may be streamlined to be made more efficient and flexible to use, while remaining true to intent. A path forward includes a Comprehensive Plan amendment to be initiated early in the new year to better define policies for open space and land development, followed by amendments to the WCRAO/ULDC. Staff will also propose increases to the Density Bonus Program pool of units as well as explore options to add more daily and pm peak trips to the TCEA pool. Staff is re-tooling to address the Mayor’s concerns.

Background: CRA staff submitted a request letter for amendments to the CRA’s zoning overlay in early December 2021 with the optic of adoption by the BCC at the end of 2022. The Zoning Division is under new directorship, and the two-round policy for UDLC amendments is replaced by a prioritization scale. The CRA will work with County Code Revision staff and County departments to develop amendment language for Board review in the coming months. Staff will utilize one of its continuing planning consultants to assist.

SFWMD Compensating Floodplain Storage Mitigation Bank (ONGOING)

Updates: Staff is working with Reikenis & Associates, LLC Consulting Engineers to analyze the potential value of existing and future C-51 compensating flood plain storage credits that are banked with SFWMD. Quantifying and adding a valuation to the mitigation bank allows the CRA to better understand the dollar value of mitigation credits for redevelopment projects.

There remains approx. 13-acre feet available in various retention areas in the CRA district that could be added to the mitigation bank. CRA staff has requested a proposal from Higgins Engineering to continue with this important work.

Higgins Engineering has advised that SFWMD has formally amended the original permit for the Westgate Central Lake. A total of 23-acre feet are assigned to the mitigation bank, lower than our original estimation. The Board allocated 8-acre feet to the Greene Apartments (now Brandon Estates), and 6-acre feet to the Autumn Ridge apartments. Only 9-acre feet remain in the mitigation bank.

On June 30th SFWMD formally established a compensating storage bank for C-51 basin, sub-basin 39. This bank only includes the Westgate Central Lake aka Dennis Koehler Preserve. Available compensating storage volume available from the bank will expire in 2043. The Autumn Ridge project will utilize 9 acre-feet of storage from the mitigation bank. Approx. 12 acre-feet will be remaining for future redevelopment projects. Staff is considering developing a program for accessing credits from the bank.

Background: The CRA is working with Higgins Engineering and SFWMD to formalize a storm water storage mitigation/redevelopment credit program using the Dennis Koehler Preserve retention lake for redevelopment projects within a certain basin or sub-basin. Higgins Engineering estimates that approximately 28-acre feet could be available to redevelopment projects to offset storage requirements. Some of those acre feet have already been pledged to the Greene Apartments and Autumn Ridge projects.

FY21 TCRPC Brownfields Site Assessment Grant (IN PROCESS)

Updates: Florida DEP has reviewed Stantec's ESA report and has provided comments; Stantec is preparing a response. If Stantec advises that additional testing is required by the State to determine the extent of contamination, and necessary clean-up, TCRPC has funding available to assist. The next step would be to determine the best path for remediation.

Cardno (now Stantec) has completed testing. Results indicate levels of contamination on site that are in excess of allowable State limits. Staff will be meeting with Stantec and TCRPC to discuss next steps.

Cardno has identified that contamination is most concentrated in the northeast corner of the Chickamauga site with no groundwater affected, however further assessment is warranted to determine the spread and depth of contamination in order to recommend the best path for remediation. Using a new round of funding through TCRPC, a specific assessment will be completed by Cardno. Next steps include: specific testing, a meeting with the DEP to understand the scope of clean up, and a determination of funding sources for excavation/clean up (TCRPC or PBC DHED).

Cardno has completed supplementary soils testing and is preparing a final report for CRA review and/or action. Results are targeted to be presented to the CRA Board at their September meeting. Testing indicates a high concentration of Benzoapyrene (BaP) in the northwest corner of the property. Cardno will determine whether remedial action is warranted. Cardno conducted a Phase II assessment in early December. Findings indicate trace amounts of contamination (arsenic & BaP) in the soil; the groundwater is said to be clear. CRA Staff is pursuing a more thorough soils study through funding available through TCRPC prior to issuing an RFP. Phase I ESA findings indicate the need to conduct

further assessment of the site to determine if historical adjacent uses have negatively impacted the site. The CRA was approved by the TCRPC for a Phase I Environmental Assessment on September 9, 2021. Brownfields environmental consultants Cardno, completed the Phase I assessment in mid-October 2021.

On August 25, 2021, CRA staff submitted an application for funding from the TCRPC (Treasure Coast Regional Planning Council) Brownfields Program for a Phase I Environmental Assessment for the Chickamauga redevelopment site. Due to historic auto salvage and a dry-cleaning use on Okeechobee on the site now occupied by Cumberland Farms, there is a likelihood that the site has some degree of contamination. The grant would fund a Phase I assessment, and a possible Phase II assessment depending upon initial findings. Any remediation timelines and cost to be determined. State funding is possible.

Background: The Chickamauga site consists of 3 parcels, one containing an occupied single-family dwelling, purchased by the CRA in December 2019 for \$550,000. The site is located directly south of Spencer Square facing the Dennis Koehler Preserve to the south. The site is earmarked for the CRA for mixed use or high-density residential redevelopment. CRA staff anticipates issuing an RFP in FY22.

Community Garden/Greenmarket (ONGOING)

Update: The Plat is recorded and corner clip dedications are complete. CRA staff is planning for the construction of a permanent structure. Staff applied for a USDA Urban Agriculture grant in 21/22 to assist with the construction of the structure and to facilitate enhanced programming at the farm, but was not awarded the grant. CRA staff is looking at the viability of re-applying in another fiscal year.

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

FY20 Cherry Road Pedestrian & Safety Improvements (CONTRACTOR SELECTION)

Updates: Rosso will begin construction following the completion of Westgate Ave. Anticipated start is March 2025.

The contractor has been selected, and the BCC has approved the construction contract.

The ILA between the CRA and the County has been approved by the BCC. An RFP has been issued to select the contractor.

Design has been completed. Design engineers had identified field conditions that will make the installation of 10-12 ft. wide multi-purpose paths on the north side of Cherry Rd. impossible within the existing ROW. Several options have been discussed with PBC Engineering and the TPA, with the best option being reducing the multi-purpose paths to 8 ft. Engineering is awaiting approval from FDOT on the new cross section prior to design resuming.

PBC Engineering has expressed concerns regarding crosswalks on the approved cross section that requires resolution for the project to move forward on the TPA grant timeline.

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 (COMPLETED)

Updates: Light fixtures were installed in December. This completed construction work.

Sidewalks have been fully installed, and sod is laid. The project is delayed from completion due to supply issues with streetlights. Irrigation conduit will be added via change order, provided cost is acceptable, so that landscaping can be added in the future.

Construction is progressing well. Staff will work with Engineering and FDOT to process a field change order to reduce the path on the west side of the ROW from 12 ft. to 10 ft. Staff will engage a landscape architect from WGI through our continuing services contract to create a landscape/irrigation plan for the project. BCC approval of the construction contract is projected for August.

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.

Background: 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 project:

Seminole Blvd Complete Streets 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.

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 (UNDER CONSTRUCTION)

Updates: Construction of the streetscape project is substantially completed. Contractors are working on installing the remaining light fixtures, landscape re-install, and punch-list items. Once Rosso has fully closed-out construction on Westgate, they will move to begin construction on the Cherry Rd. A ribbon cutting is being planned by County Engineering for the Westgate project.

Construction on the Westgate Avenue project has moved to the south side; most driveways are completed. North side roadway milling to be completed by end October; sidewalks and landscaping by end of November. Milling on the south side and light fixture installation to occur in December. The project is projected to be completed by the beginning of the new year.

The Westgate Ave. streetscape is under construction, and ahead of schedule. Sidewalks, driveway connections, bollards, irrigation lines, and landscaping is in place on the north side of the corridor. Construction crews have moved to the south side, and are working on drainage.

Background: 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 to 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.

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.

Private Redevelopment Projects

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

Projects	Address	Status
PBKC – 42-acre redevelopment site	1111 N. Congress Ave.	<ul style="list-style-type: none"> ▪ Development team will submit to CRA staff for review & recommendation at 3/10/25 Board meeting ▪ Rezoning to MUPD, PH1 405 units (325 DBP units)
Tallahassee MF	1302 Tallahassee Dr.	<ul style="list-style-type: none"> ▪ WCRA recommendation 8/12/24 ▪ 7-unit multifamily project ▪ WCRAO DBP units, Type 1 Waiver
2944-2952 Westgate mixed use	2944-2952 Westgate Ave.	<ul style="list-style-type: none"> ▪ In Zoning review ▪ 2,300 sf prof. office w/ 5 units – DBP units
PBKC – new relocated facility	1111 N. Congress Ave.	<ul style="list-style-type: none"> ▪ BCC approval Dec. 2024, in final DROE ▪ WCRA recommendation 3/11/24 -- 60,286 sf facility + 4 level parking structure ▪ Rezoning, Class B Cond use (indoor entertainment), DRO for Type 2 restaurant, variances, waivers
NorWest Pointe	Westgate at Tallahassee	<ul style="list-style-type: none"> ▪ WCRA recommendation 8/12/24 ▪ DRO approval for additional density for a 9-unit MF rental project, Type 1 Waiver (rezoning approved. WCRA recommendation 11/13/23)
Al Packer Fleet Services	1668 N Military Trail	<ul style="list-style-type: none"> ▪ Approved -- 5/8/23 CRA recommendation ▪ Rezoning to CG, BCC approval for heavy vehicle repair & maintenance
PBC Fire Station #24	Westgate at Seminole	<ul style="list-style-type: none"> ▪ In Zoning, design completed – 3/13/23 CRA Board meeting, BCC in August ▪ Rezoning to PO approved, in site design phase
Aero Village	1699-1705 N. Congress Ave	<ul style="list-style-type: none"> ▪ Approved – 1/9/23 CRA Board meeting ▪ 4-stories, 38-unit market rate MF rental development
Westgate Terrace (Danza Group)	2636 Westgate Ave.	<ul style="list-style-type: none"> ▪ Project has zoning approvals! – Danza Group to request closing on CRA owned properties ▪ 4 stories, 44 units – professional office/medical office
The Hangar & Airfield Business Park	1050 N. Congress Ave. (former PBKC property)	<ul style="list-style-type: none"> ▪ Under construction – 2/14/22 CRA Board meeting ▪ 60,000+ sf of privately owned warehouse units with collocated additional warehouse, vehicle sales/repair, community and assembly membership non-profit space
EZ Express Carwash (Walmart MUPD)	1098 N. Military Trail	<ul style="list-style-type: none"> ▪ In permitting ▪ DRO approval in April for a 2,700-sf. automatic carwash
Extra Space Storage (Cherry Road Plaza MUPD)	Cherry Rd	<ul style="list-style-type: none"> ▪ Under construction ▪ Approval for ABN, DOA, Variances, DRO approval for a 161,000 sf (phased) self-service storage facility
Palm Key Apartments	Cherokee Ave.	<ul style="list-style-type: none"> ▪ Under construction – DRO approval in March 2023 ▪ 7 townhome-style multifamily units on .46 ac – utilizing CRA density bonus units
Autumn Ridge LITC	Congress Ave.	<ul style="list-style-type: none"> ▪ Construction completed – actively leasing ▪ 106 units by Landmark Construction, 90% of units at or below 60% of AMI – 77 DBP units, TCEA, rezoning from RM to CG
Fern House	1958 Church St.	<ul style="list-style-type: none"> ▪ Under construction ▪ Addition/accessory structure & renovation

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

February 10, 2025

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

Mr. Daniels, the Board Chair, called the meeting to order at 5:14 p.m. The roll was called by Ms. Bui.

Present: Ronald L. Daniels
Joanne Rufty
Teliska Wolliston
Ruth Haggerty

Absent:

Staff Present: Elizée Michel, Executive Director
Denise Pennell, Director of Planning & Development
Carmen Geraine, Bookkeeper
Mai Bui, Redevelopment Specialist/Administrative Assistant
Thomas J. Baird, Esq., General Counsel – Arrived at 5:22p.m.
Leticia Sabio, Planner I

Absent:

Others Present: Dr. Tum, Hakim Hood, Abui Kanthan, Osniel Leon, Katherine Odonnen
Josh Bishop, Kurt Jetta, Arsire Kalustch, Josh Nichols, Braden Miller,
Nilsa Zacarias, Sharon Sheppard, Alex Rios, Jetson Brown

Zoom Attendees: McKenna West

II. AGENDA APPROVAL

1. Additions, Deletions, Substitutions to Agenda

- Reorder the Agenda – Agenda Item #2 to #3. Agenda Item #3 to #2.

2. Adoption of Agenda

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

III. ADOPTION OF W/BH CRA MINUTES

- Ms. Haggerty noted that the page number was renumbered.
- **It was moved by Ms. Haggerty and seconded by Ms. Wolliston to adopt the November 4, 2024 minutes. Motion carried (4-0)**

IV. PUBLIC COMMENT

- No Public Comments

V. DISCLOSURES

- No Disclosures

VI. CONSENT AGENDA

- No Consent Agenda

VII. REGULAR AGENDA

1. Selection Committee's Recommendation for RFQs for Engineering, Surveying and Planning Continuing Services

Mr. Michel presented the item to the Board.

On October 22, 2024, the WCRA issued RFQs for professional engineering, surveying, and planning continuing services. The RFQs were also published in the paper on October 22, 2024. Six (6) proposals were received (engineering: one; surveying: one; planning: four) within the deadline of November 22, 2024. A sufficiency review was completed before the distribution of the proposals to the Selection Committee members. A Selection Committee was developed to review and rank all qualified proposals in accordance with the RFQ review criteria.

The Selection Committees convened on two dates, December 18, 2024 and January 3, 2025 at 1:30 P.M. to review, score, and rank the proposals. The meeting notes of the selection committee are included in this packet.

Engineering and Surveying

Engenuity Group, Inc. was the only firm that submitted a proposal for engineering and surveying services. Engenuity Group's proposal met all the requirements of the RFQ. The selection committee recommends that the Board selects Engenuity Group Inc. for engineering and surveying services.

Planning, Landscape Architecture, and Property Development Assistance

The ranking order of four (4) professional planning, landscape architecture, and property development assistance respondents is as follows:

1. Kimley-Horn
3. Chen Moore and Associates (CMA)
3. Schmidt Nichols Landscape Architecture and Urban Planning
4. Coutleur and Hearing Landscape Architecture

The RFQ said that the WCRA Board may select up to three (3) firms for contract award. The Selection Committee recommends that the Board select the top three firms/teams.

The Board, therefore, has the following options available:

1. Accept the Selection Committees' recommendation; or
2. Request a presentation and/or interview from the top-ranked respondents to further evaluate their qualifications; or
3. Reject all proposals and direct staff to re-release the RFQ.

Staff is asking the Board to authorize staff to accept the Selection Committee's recommendation to choose Engenuity for engineering and surveying services and Kimley-Horn, Chen Moore and Associates, and Schmidt Nichols Landscape Architecture for planning, landscape architecture, and property development assistance services.

It was moved by Ms. Ruffy and seconded by Ms. Haggerty to accept the Selection Committee's recommendation to choose Engenuity for engineering and surveying services and Kimley-Horn,

Chen Moore and Associates, and Schmidt Nichols Landscape Architecture for planning, landscape architecture, and property development assistance services. The motion passed unanimously (4-0)

2. Approval of Recommendations for 2818 Westgate Avenue Neighborlee Mixed-Use (Micro-units) Development

Mr. Michel and Mr. Miller presented the item to the Board.

The subject 0.66-acre site is located on the south side of Westgate Avenue near Tallahassee Drive. The land assemblage consists of four parcels, encompassing the full depth of the block between Westgate Avenue and Nokomis Avenue, providing access from both streets. Currently, the parcels fronting Nokomis Avenue are zoned RH (Residential High), while those fronting Westgate Avenue are zoned CN (Commercial Neighborhood). The site has Future Land Use designation of CH/8 (Commercial High, with an underlying residential land use of 8 du's/acre). The entire property is proposed to be rezoned to CG (Commercial General) for zoning district consistency, and to be more compatible with surrounding zoning districts. The site, known for its "piles of dirt," has been used for intermittent, unauthorized soil and gravel storage for several years, contributing to blighted conditions along the Westgate Avenue corridor.

Proposed Development

The applicant, Neighborlee Development, LLC, proposes a mixed-use, four-story building that will include 38 residential rental units, and 1,585 square feet of commercial retail space; the specific end-user has yet to be determined for these spaces. The residential component comprises 26 micro-units (240 square feet each), 10 studios (360 square feet each), and 2 one-bedroom apartments (538 square feet each). The developer proposes an on-site property manager for maintenance, parking enforcement, and trash removal. The project is anticipated to be completed by 2028.

The residential portion of the building is entirely elevated, with the ground floor dedicated to parking and commercial spaces. The ground floor will include two retail spaces, elevators and stairwells. Vehicular access to the property is proposed from the rear via Nokomis Avenue, as required by the WCRAO, to allow for building massing and presence along Westgate Avenue, prioritizing passer-by interest. Parking for the development is provided both on-site and via curbside spaces on Westgate Avenue, taking advantage of the newly constructed on-street parking provided by the Westgate Avenue streetscape project.

Summary of Petition

The applicant requests a recommendation of approval from the Westgate CRA for the following:

1. Official Zoning Map Amendment (“Rezoning”) from Residential High (RH) and Commercial Neighborhood (CN) to Commercial General (CG), or Commercial Neighborhood (CN) for site consistency;
2. PBC Board of County Commissioners (“BCC”) approval of an allocation of thirty-three (33) bonus density units from the WCRAO Density Bonus Program, representing a bonus density of 50 du/acre;
3. A concurrent Subdivision Variance for a reduction in the 80-foot minimum legal access requirements for a local commercial use; and,
4. An allocation of 281 daily trips and 21 pm peak-hour trips from the WCRA Transportation Concurrency Exception Area (TCEA) pool.

Staff recommend that the Board approve the following recommendations subject to conditions of approval:

1. Official Zoning Map Amendment (“Rezoning”) from Residential High (RH) and Commercial Neighborhood (CN) to Commercial General (CG), or Commercial Neighborhood (CN) for site consistency;
2. PBC Board of County Commissioners (“BCC”) approval of an allocation of thirty-three (33) bonus density units from the WCRAO Density Bonus Program, representing a bonus density of 50 du/acre;
3. A concurrent Subdivision Variance for a reduction in the 80-foot minimum legal access requirements for a local commercial use; and,
4. An allocation of 281 trips per day and 21 pm peak hour trips from the WCRA Transportation Concurrency Exception Area (TCEA) pool.

Proposed Conditions of Approval

To ensure compatibility with the CRA’s redevelopment goals and mitigate potential concerns related to density, and occupancy, staff recommends the following conditions of approval:

1. Allocation of bonus density is provisional depending upon compliance with Workforce Housing Program (WHP) rental rates by income category, and WCRAO WHP criteria for recommendation (40% low-income cap); and,
2. Architectural and Site Plan Review: The applicant must share updated architectural elevations and the final site plan with the CRA for review and input prior to final approval by the County. This ensures alignment with the character and redevelopment goals of the district.

In addition to the conditions, the applicant agrees to enter a “Good Neighbor” agreement with the CRA to ensure that property maintenance operate within proposed standards.

Board Members Comments:

Ms. Rufty – Curious is there any other area in Palm Beach County or any other areas that this has been considered, or has been done?

Mr. Miller – There are no micro units in Palm Beach County

Ms. Pennell, a micro–unit project has been proposed for Banyon Avenue in West Palm Beach. It has been approved but not built.

Ms. Rufty – I appreciate the concept. These are different and actual units, but I am concerned with the onsite management. It sounds great now, but what happens when the property is sold? I do not want to see that it becomes something less than what you are proposing.

Mr. Michel – Staff has some ideas to address that, but there was comment card regarding this item if we would like to hear her, I can respond to the maintenance after.

Ms. Rufty – Yes, we would like to hear from the community.

Ms. Sheppard – I am former employee at the WCRA. One of the concerns was the size of the micro unit. Mr. Miller mentioned this is affordable units for college students and graduates, but I do not see this is not enough room for entertaining anybody besides for one person. How can we know this is not a transit development and people stay there and provide that type of stability. Will the rent be raised? Who will be living there? Who will it be market to? I do not see any young graduates that are looking for anything smaller than an efficiency apartment. They want an all-inclusive unit. I would like to know about the developers’ experience of this type of development because Westgate is an area that would be family friendly and work living situation. We do not have enough business in the area to support people living in this type of project. This is the first project that will be coming on Westgate Avenue. In the past, the Board Members and staff were able to talk people out of building warehouses on Westgate Avenue. If we approve microunits, developers that would like to build workforce housing or nice market rate housing would consider building microunits instead. I would like to ask the Board to think about this project.

Mr. Michel – To address Ms. Rufty’s comments on the maintenance and what we can put in place if the property is sold. Staff is considering putting in place a good neighbor agreement with the developer, where maintenance and management terms will be outlined. We like the design but are concerned about the maintenance and management after it is built. We do not want the project to have a negative impact on Westgate Avenue. We can monitor the maintenance and management after it is built through the good neighbor agreement.

Ms. Rufty, my concern is who it will be marketed to. I could see it being marketed to college students. Is it going to be limited to how many people can live in the unit?

Mr. Miller—We spoke with the staff, and we discussed how many people can be in each unit. We would like to have personal service for the commercial units.

Ms. Rufty – Is this going to be 6-month or 12-month lease or month to month?

Mr. Miller – Most likely 12 months.

Ms. Haggerty – Will the good neighbor agreement be binding and be a part of the entitlement?

Mr. Michel, that has not been brought up to the county yet. Right now, we are discussing the agreement between the WCRA and the developer.

Ms. Haggerty – Has that type of agreement been done before?

Mr. Michel – The county has put conditions on projects before. They will decide on what conditions to put when they review the project.

Ms. Haggerty, I still have some concerns, but it is well put together. There are still pros and cons. The example that was given for this project is more for big city environments with that type of living space, but in Westgate, we do not have that type of environment. There are limited jobs in this area. Are there enough jobs to support all the people who would live in all these small units?

Mr. Miller, we think there are job opportunities on Okeechobee Blvd., and public transit is available for anybody who needs to work elsewhere.

Ms. Rufty, I came in with a negative attitude. After the presentation, I am more positive. I am leaning more toward staff recommendations.

It was moved by Ms. Rufty and seconded by Ms. Haggerty to accept staff recommendations to recommend the project for approval. The motion passed unanimously (4-0)

3. Authorization of Unified Land Development Code (ULDC) Amendment for Density Bonus Programs, Residential & Mixed-Use Parking, and redevelopment loading option

Mr. Michel and Ms. Pennell presented the item to the Board.

A ULDC amendment is being considered to:

1. Remove the number of 1300 Density Bonus Program units specified in the Code as available. This number of units allowed is dictated by the Comprehensive Plan and does not need to be in the ULDC. In the future, amendments to the bonus units will need to be made in the Comprehensive Plan only.
2. Reconfigure Density Bonus Pool Limits and WCRAO Density Bonus Pool Approval to eliminate the tables and better communicate the applicability of other density bonus programs.

This amendment does not have any substantial change. The table is changed from a list to a text format.

3. Revise and reorganize text in Table 3.B.14.H, WCRAO Density Bonus Pool Approval to clarify approval processes. This is not a substantive change.
4. Provide an administrative waiver mechanism to request relief from WCRAO parking standards for residential projects utilizing the WCRAO Density Bonus Program, and to facilitate mixed-use projects with shared parking. This proposed revision allows an applicant to request an administrative waiver to reduce parking by 15% for residential and mixed-use projects participating in the bonus density program.
5. Reconfigure WCRAO Table 3B.14.I. to allow 3-bedroom residential units to park at 1.75 spaces per unit, consistent with Art.6 multifamily parking requirements, and to reduce guest parking to 20% or 1 space per 5 units.
6. Delete "Redevelopment Loading Option."

These changes are supported by the goals and objectives of the CRA's Community Redevelopment Plan to encourage the redevelopment of existing sites and promote affordable and workforce housing.

Staff recommend that the Board authorize staff to process a ULDC amendment for the Bonus Density Program, parking, and the redevelopment loading option.

It was moved by Ms. Haggerty and seconded by Ms. Ruffy to authorize staff to process a ULDC amendment for the Bonus Density Program, parking, and the redevelopment loading option. The motion passed unanimously (4-0)

4. Approval of Site Development Assistance Program (SDAP) Grant for 13 Single Family Homes on 3675, 3683, 3691, 3699, 3707, 3715, 3723, 3731, 3739, 3747, 3755, 3763, 3771 Saginaw Avenue

Mr. Michel presented the item to the Board.

The thirteen single family cottage homes are being developed by several small developers on Saginaw in South Westgate Estates in the Neighborhood Residential Medium Density (NRM) Sub-Area. According to the developers, the homes are designed with modern and efficient layouts, featuring 3 bedrooms and 2 bathrooms, with a total area of 1,117 square feet. They are built with concrete block structure (CBS) technology, they provide durability and protection against adverse weather conditions. Additionally, they are equipped with impact resistant

windows and come with contemporary finishes as standard, ensuring both comfort and style. The kitchens are fully equipped with stainless steel appliances, guaranteeing quality and long-term value for homeowners.

The SDAP funds will be used to pay for exterior improvements, such as the installation of paver driveways for durability and aesthetics, installation of native landscaping, including plants and trees like palm trees, and long-lasting water-resistant paint, lighting, and more durable storm drain.

The project budget and project progress pictures were included in the Board packet.

<u>Address</u>	<u>Owner</u>	<u>Grant</u>
3675 Saginaw Ave.	Glomar Housing LLC	\$5,000
2683 Saginaw Ave.	Global Legal Center USA LLC	\$5,000
3691 Saginaw Ave.	Caro Lopez LLC	\$5,000
3699 Saginaw Ave.	Caro Lopez LLC	\$5,000
3707 Saginaw Ave.	Marina Velez LLC	\$5,000
3715 Saginaw Ave.	Girca Properties LLC	\$5,000
3723 Saginaw Ave.	Giga G3LLC	\$5,000
3731 Saginaw Ave.	QR Housing LLC	\$5,000
3739 Saginaw Ave.	Aristi FL Management LLC	\$5,000
3747 Saginaw Ave.	Gomez Home LLC	\$5,000
3755 Saginaw Ave.	EAI Investments Capital LLC	\$5,000
3763 Saginaw Ave.	Elalgi Properties LLC	\$5,000
3771 Saginaw Ave.	Valencia Real LLC & AVS Investments LLC	\$5,000

The total among for all thirteen houses is \$65,000 per program guidelines from the CRA’s Site Development Assistance Program (SDAP). The funds will be used to enhance the quality of the homes. The program allows \$5,000 per home.

The application meets the program eligibility guidelines. The SDAP is a reimbursement-based grant that provides funding after the project is completed and a certificate of occupancy is received. The developers are small business enterprises.

Staff recommend that the Board approve a \$5,000 grant for each application.

It was moved by Ms. Rufty and seconded by Ms. Wolliston to approve a \$5,000 grant for each application. The motion passed unanimously (4-0)

5. Approval of 2025 Monthly Board Meeting Dates

The board meeting will be held on the second Monday of every month except for October, when it can be moved to the first Monday due to a federal holiday.

Staff recommend that the Board approve the meeting dates as presented.

It was moved by Ms. Rufty and seconded by Ms. Wolliston to approve 2025 monthly board meeting dates. The motion passed unanimously (4-0)

VIII. STAFF REPORTS

Mr. Michel updated the Board that Ms. Bui is processing an application for a new Board Member.

Jetson Brown with our Westgate Community Garden presented to the Board updates on the garden how well the garden has been doing. Mr. Brown has requested for the garden to become a nonprofit to get more grants for the garden and asking guidance from WCRA Board and Staff. Westgate Community Garden has been approached by different entities offering grants. For example, the Cleveland Clinic has approached Westgate Community Garden to give funds to build infrastructure.

County Administrator Baker and BCC are holding a community meeting on February 20, 2025, at 6:00 p.m. about mini cottage homes for Westgate Avenue.

Leticia was hired as a new Planner 1.

Food Distribution is on February 11, 2025 feeding over 500 households.

Motown At The Park will be on February 14, 2025 from 5:00p.m. to 9:00p.m.

IX ATTORNEY’S REPORTS

Mr. Baird reported:

- To change the regular Board Meeting date and time, WCRA must change the bylaw. Special meetings can be held on different dates provided that the Board approved the dates and the meeting is properly posted.
- Mr. Baird reported that the Danza Group will close on the Westgate Avenue property during the third week of February.

X. BOARD MEMBER COMMENTS

XI. AJOURNMENT

It was moved by Ms. Rufty and seconded by Ms. Wolliston to adjourn the meeting. The meeting was adjourned at 6:57p.m.

_____ Administrative Assistant, Westgate CRA
Mai Bui

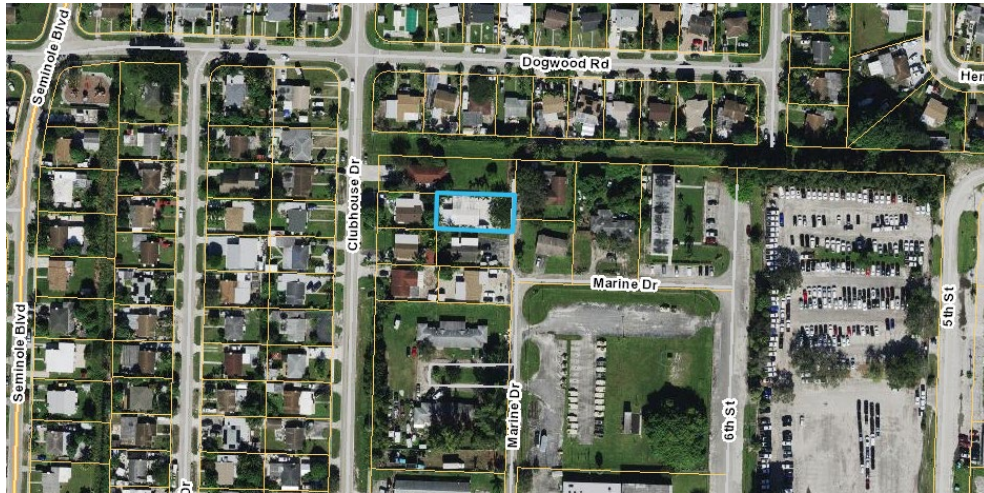
Westgate CRA Board Meeting
March 10, 2025

CONSENT AGENDA ITEM SUMMARY

1279 Marine Drive Property Improvements

WCRA Recommendation to Apply Art. 4.B RM Zoning Use Classification

PCN 00-43-43-30-00-000-5013



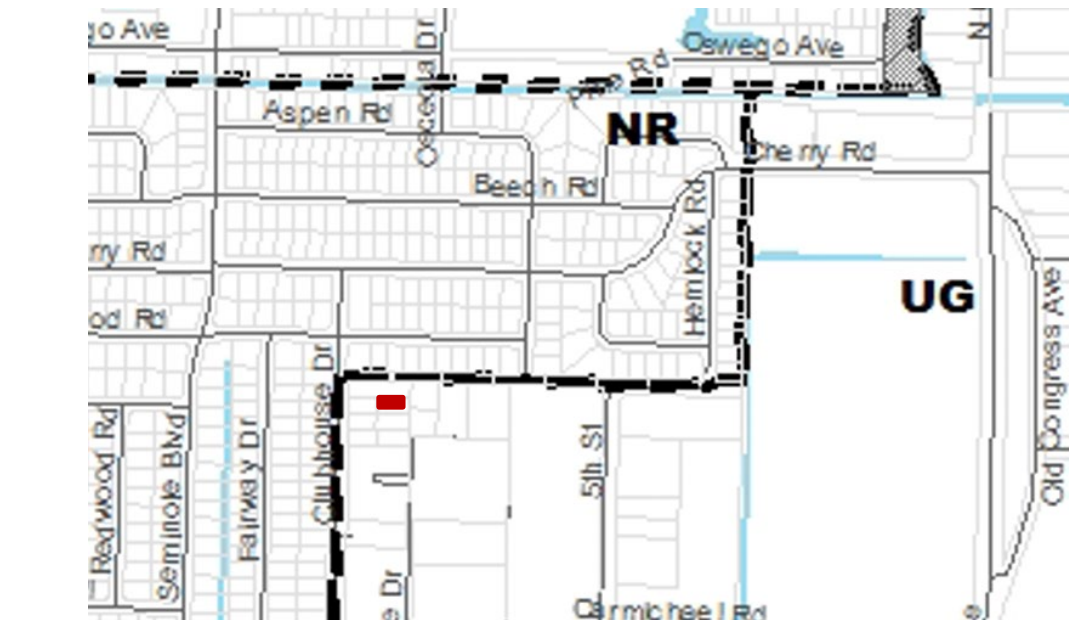
Location Map

Issue Background

The subject +/- 0.18-acre parcel is located at 1279 Marine Drive. The property currently supports a single-family residential use, and has a homestead exemption. The site has a zoning classification of RH (Multifamily Residential), and Future Land Use designation (FLU) of CH/8 (commercial high with an underlying residential land use of 8 du’s/acre).

The property is one of a few parcels within this segment of the UG (Urban General) Sub-area of the WCRAO that maintain a residential use. The intent of the UG Sub-area establishes Congress Avenue as an “additional redevelopment area allowing for mixed use development with more intense commercial and residential uses, including multi-story towers where feasible”. The 2004 Redevelopment Plan envisioned the UG Sub-area within potential for more intense and denser redevelopment, but this enclave of single family, duplex and triplex development would have been better suited to be included within the NR Sub-area. In 2021, Table 3.B.14.E – WCRAO Sub-area Use Regulations were revised to include restrictions on the development of residential uses within the different sub-areas of the overlay. This amendment limits, for example, the

development of cottage homes to the NRM Sub-area, and prohibits multifamily development of less than 5 units within the NC Sub-area. The code now also prohibits new single-family construction in those sub-areas set aside for dense multifamily development pursuant to the Redevelopment Plan including the NG, NC, UG, UH and UI Sub-areas. Through this amendment, the subject parcel which supports a single-family residential use, and is generally permitted in standard RH (RM) zoning, was made into a legal non-conforming use.



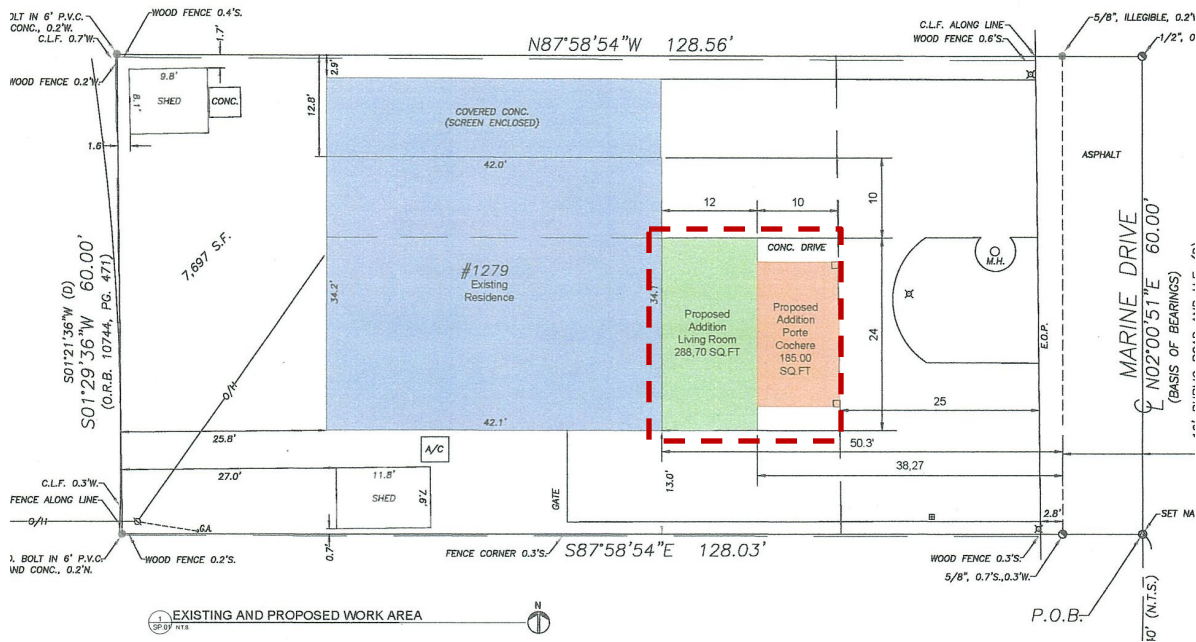
WCRAO Sub-area boundaries between NR & UG

CRA Board Recommendation for Proposed Addition & Porte Cochere

The structure on the property is 1,268 sf. excluding an enclosed screen porch. The applicant is proposing an addition of 288.7 sf. and a 185 sf. porte cochere (carport) to the front of the property. Since the property now supports a non-conforming use, the provisions of ULDC Art. 1 for non-conforming uses and structures applies. The non-conforming provisions of the WCRAO allow the use to continue, provided the square footage is not expanded.

In 2022, a subsequent revision created a provision within the WCRAO Sub-area use regulations section to allow the Zoning Director, with the mutual agreement of the CRA Board, to apply the provisions of Art. 4.B. Use Classification, which would permit the parcel to operate under the allowed

uses and PDRs of the Zoning District. This provision allows the Board to consider restricted uses on a case-by-case basis. This permission by the CRA Board would resolve the issue of the non-conforming use, since single-family is permitted by right in RH (RM) zoning districts. The homeowner would then be able to proceed with a permit application to construct the addition and carport. The permit application would still undergo Zoning review to ensure that the construction off the addition is in character with the existing home, and that PDRs are met for setbacks and lot coverage.



Preliminary Site Plan

Staff Recommendation

Staff supports a CRA Board recommendation to support the following:

1. Concurrence with the WCRAO Art. 3.B.14.E.2.a. Use Regulations provision allowing the Zoning Director to apply the requirements of Art. 4.B. Use Classification for the underlying zoning district; and,
2. Approval of any variances to allow the expansion of the use.

Westgate CRA Board Meeting

March 10, 2025

AGENDA ITEM SUMMARY

Westgate Village MUPD - Phase I

Official Zoning Map Amendment (Rezoning) from CG/RH to MUPD

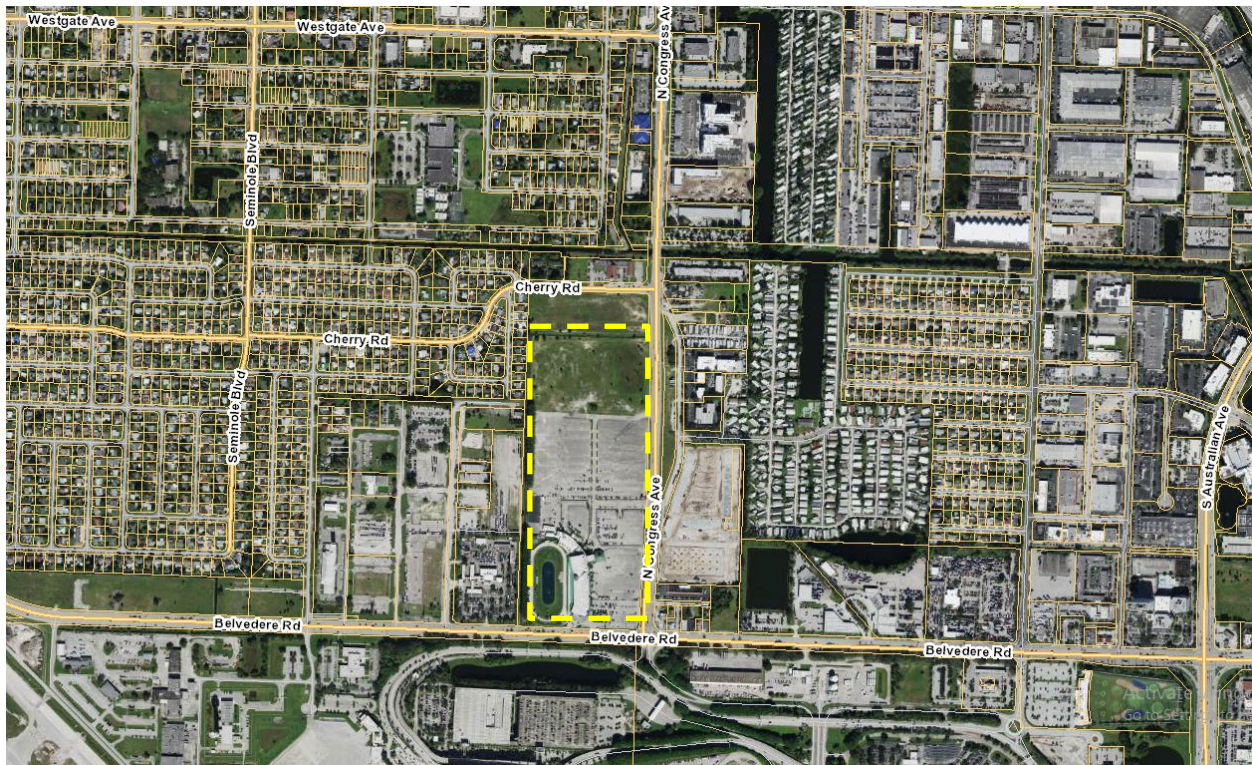
Class A Conditional Use for WCRAO Bonus Density

Concurrent Type 2 Variance

Abandonment of Special Exception Use

DRO Approval of WCRAO ROW Easement Exception

Final DRO Site Plan Approval



Location Map

Application Summary - Westgate Village MUPD Phase I

The historic Palm Beach Kennel Club site is located at 1111 N. Congress Ave., at the west corner of Congress Avenue at Belvedere Rd., directly north of the Palm Beach International Airport. A

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subdivision of five acres of land from the northern portion of the 47.06-acre site will support the relocation of the Kennel Club facility (Parcel in blue). The 42-acre balance of the overall site is under contract for a phased residential/mixed-use redevelopment program. A rezoning of the entire 42-acre site to a Multiple Use Planned Development (MUPD), and the approval of 405 garden-style multifamily rental apartments on 16.05 acres as Phase 1 (Parcel A), along with the facilitating approvals a Type 2 Variance, are the primary application requests. An Abandonment of the Special Exception flea markets granted in 1983 via R-83-0803 deletes an obsolete use. The existing Kennel Club facility (Parcel B), comprised of Indoor Entertainment and Type 2 Kennel uses will be folded into the proposed MUPD, and will maintain operations at its current location while the new facility is under construction. The WCRAO Density Bonus Program is a key to facilitating the development program in this phase. The site has a future land use of CH/5 (commercial high with an underlying 5 units per acre) representing 80 units on 16.05 acres. To achieve 405 units, the application requests an allocation of 325 units from the pool of units requiring Class A Conditional Use approval by the BCC, to allow the bonus density to transfer to a PDD. The entitlements approach is to consider the entire 42-acre property within the MUPD, with only the 16.05 acres representing Parcel A as Phase 1 to be reviewed under a combination zoning district and overlay: WCRAO standards for the purposes of frontage, setbacks, density calculations and parking; MUPD regulations for rezoning standards, and overall land development purposes. A Development Order Amendment (DOA) to the MUPD site plan to facilitate redevelopment on the remaining 26.01 acres is anticipated in the future.



Parcel A in yellow: Phase 1 - Rezoning to MUPD + multifamily residential
Parcel B in orange: Existing Kennel Club facility
Parcel in blue: New Kennel Club facility

Requests for CRA Board Recommendation

To facilitate the development of Phase 1, the agent for the applicant requests a recommendation of approval from the Westgate CRA for the following:

1. Official Zoning Map Amendment (“Rezoning”) of entire 42.06 acres from Commercial General (CG) in part, and Residential High (RH) in part, to Multiple Use Planned Development (MUPD);
2. Board of County Commissioners (“BCC”) Class A Conditional Use approval to allocate 325 Density Bonus Units from the WCRAO Density Pool, representing 20.25 bonus units per acre on 16.05 acres to a Planned Development District (MUPD);
3. Development Order Abandonment of a Special Exception to allow an Open-Air Flea Market granted via Resolution R-83-0803;
4. Type 2 Variance to Table 3.B.14.F WCRAO Non-Residential & Mixed-Use Sub-Area PDR’s Optional Plazas and Squares, to allow an increase to the maximum of 25’ for plaza depth to 75’, a variance of 50’ for the Build to Line Exemption; and,
5. Development Review Officer (DRO) Approval for a ROW Easement Exemption to adjust the build-to line for consistency along the Congress Avenue frontage, pursuant to 3.B.14.F.2.a.2).

Site History

The entire site extends along the west side of the Congress Avenue corridor from Belvedere Rd. to Cherry Rd. A plat waiver application to subdivide five acres from the northern portion of the site for the relocation of the Kennel Club facility is being finalized by the County; this new parcel has not yet been reflected on PBC PAPA.

The property is within the UG (Urban General) Sub-area of the WCRAO, and has a split zoning designation of RH (Multifamily Residential) to north of the second access road and parking lot, and CG (Commercial General) on the remainder of the site to the southern property line. The entire site has a Future Land Use designation (FLU) of CH/5 (commercial high with an underlying residential land use of 5 du’s/acre). This portion of the Kennel Club site was never developed, and sits as a parking field and vacant greenfield. Zoning records indicate any existing approvals, including a Special Exception use approval, and DRO approval for a Type 2 Kennel, apply only to the CG-zoned portion of site. The property is the U/S (Urban/Suburban) Tier, the RRO (Revitalization and Redevelopment Overlay), the URA (Urban Redevelopment Area) Study area, and in the Westgate CCRT area.

To the north of the subject parcel is the Belvedere Baptist Church on Cherry Road, and a 6-building single-story multi-family apartment complex, respectively zoned RM/RH; the Place of Worship has an INST (Institutional) future land use, and the multi-family use has an HR/12 future land use. The Belvedere Homes/Golfview Heights neighborhood, comprised of single-family homes, is to the west; several single-family homes fronting Hemlock Rd, back onto the northern part of the subject site, however adjacent County/Airport owned land occupies the vast majority of land to the west (zoned PO), along with the privately owned Hertz rental car facility (zoned IL). Belvedere Road, and the Palm Beach International Airport are to the south; supporting a UT and IND future land use, respectively. To the east, across Congress Avenue, there is a small mobile home park zoned CN, further south there are professional offices, including the CRA’s offices, as well as Connections charter school within an MUPD; the Hangar & Airfield Business Park (zoned MUPD) is under construction opposite the Kennel Club facility, and various commercial uses within a strip mall are located on the east corner of Congress Avenue at Belvedere Rd. All adjacent parcels to the east have a CH/8 FLU.



Existing Conditions - Phase 1 Residential & Kennel Club use to remain

Palm Beach Kennel Club - Relocated Facility

The Palm Beach Kennel Club opened its doors in 1932, and has endured as a landmark institution in Palm Beach County for 93 years, owned and operated by the Rooney Family since 1970. Indoor entertainment, restaurant, gaming rooms, and simulcast and pari-mutuel betting operations continue today, however greyhound racing operations ceased in 2020. That same year, Camp Rusty, a Type 2 Kennel, and dog daycare use, was approved administratively. The grassy area of the site, just north of the parking lot, has been leased over the years to third party users for special events. Given its strategic location, the north parking lot was used to support a temporary uptick in local distribution needs during the pandemic. Today, the existing Kennel Club facility contains multiple uses within a two-story complex located at the southern end of the site. The complex is outdated, especially now, as the dog track itself is redundant. Surface parking dominates the site to park each use plus additional overflow parking for employees, dog trainers, valet, and preferred guests. Perhaps half of the acreage that comprise the entire site are routinely actively used, leaving the remainder of the land vastly underutilized.

Following the 2018 statewide referendum that banned greyhound racing, the owners of the Kennel Club began to reimagine their massive 58-acre land assemblage, which also included an 11-acre collateral parcel on the east side of Congress Avenue. In 2022, following the sale of this collateral land, entitlements were received to construct The Hangar & Airfield Business Park, “a unique private garage country club comprised of warehouse units for condominium ownership by automobile collectors”, complemented by 84,000 sf of boutique car sales and auto repair uses in a separate warehouse. The project is under construction, and scheduled for completion in 2025. The Kennel Club owners issued a closed solicitation in 2022 which invited select groups to envision the redevelopment of remaining 47-acre site. By the end of 2023, a proposer was selected, and two redevelopment projects emerged: five acres have been subdivided on the northern portion of the site for the relocation of the Kennel Club facility under the longtime ownership of the Rooney family, and the remaining 42 acres are under contract for redevelopment.

The entitlements phase for the new Kennel Club facility are nearly complete. The relocation to a new modern facility on a smaller site with consolidated structured parking will allow the redevelopment of the larger 42-acre site as the type of residential/mixed use project the CRA’s Redevelopment Plan and the Zoning overlay has always envisioned. The relocated Kennel Club will bolster the CRA’s TIF, which allows the Agency to continue redevelopment activities that benefit the entire community. Following the public announcement of the redevelopment of the Kennel Club site, the CRA saw a sharp increase in interest and enthusiasm from real estate

investment and development groups. This interest in the redevelopment area and the potential it holds will ideally generate cascading economic development and ancillary uses.

Master Redevelopment Plan

In late 2024 the Frisbie Group, in partnership with Terra provided the CRA with a vision master plan for the redevelopment of the entire site. 1,200 residential units overall, with 120,000 sf of non-residential uses in Phase III is contemplated. Phase I, anticipated to be fully constructed by 2030, presents a test of the strength of the market in Westgate, ultimately determining the development program for the remaining two phases. An additional 340 residential units on 12.5 acres is proposed for Phase II. Surface parking limits height for Phases I & II to 3 stories. A mix of residential and retail uses in multiple buildings with varying heights is proposed for the final phase; a parking structure is also anticipated. The applicant is not submitting this master plan for review by the County, and instead will amend the development order for the MUPD site plan as new phases are ready to move forward.



Vision Master Plan - overall redevelopment site (Phase 1 in yellow)

Proposed Development - Phase I Multifamily Residential

The applicant is proposing a 405-unit multifamily residential development as Phase I on Parcel A of the property. The entire site, proposed to be rezoned to MUPD, encompasses approximately 42 acres, with 16.5 acres designated for the construction of Phase I. The remaining southern 26.01 acres (Parcel B) will continue to support the existing Kennel Club. Site improvements to

Parcel B include an area of asphalt pavement proposed to be incorporated into the residential redevelopment.

Phase I consists of eight 3-story buildings, strategically positioned primarily toward the front and center of the property. No elevators are proposed. The proposal includes a total of 405 residential units, with a mix of 9 types of units within 4 standard rental models:

- 77 studio apartments (540 sf)
- 160 one-bedroom apartments (666 – 779 sf)
- 144 two-bedroom apartments (936 sf)
- 24 three-bedroom apartments (1,281 – 1,343 sf)

The development features 405 units in six double-loaded distinct building types:

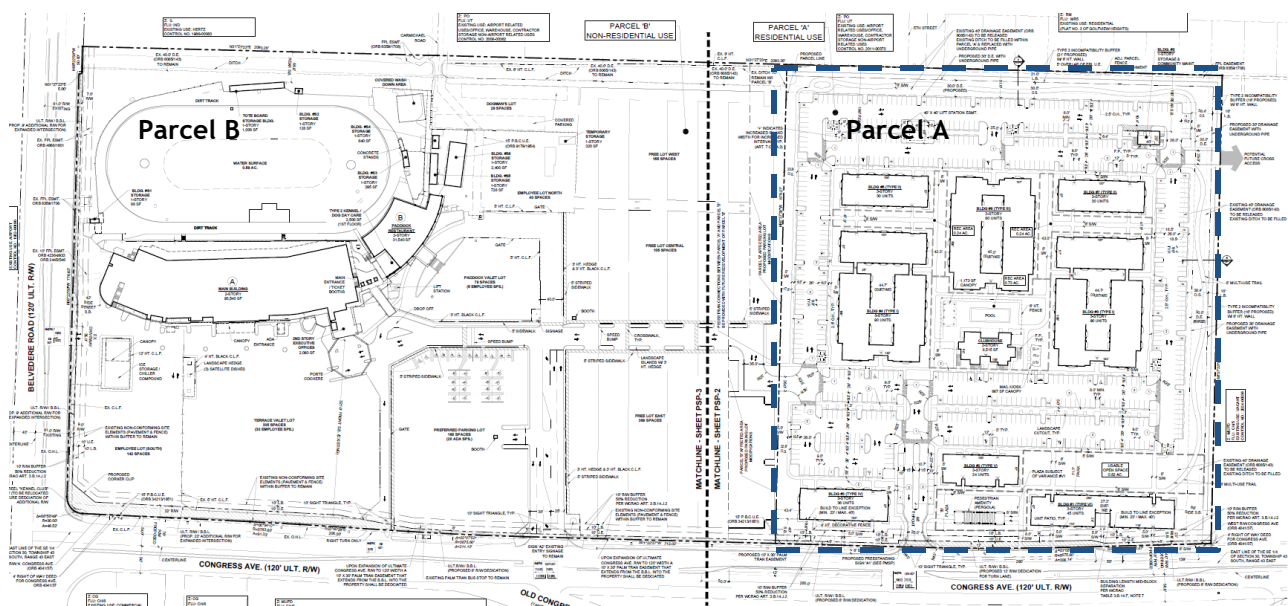


- **Type I** (2 buildings)
3 connected volumes with a central courtyard, containing 90 units each = 180 units
- **Type II** (2 buildings)
Linear-rectangular, containing 30 units each = 60 units
- **Type III** (1 building)
2 connected volumes with a central courtyard, containing 60 units
- **Type IV** (1 building)
Linear-rectangular, containing 36 units
- **Type V** (1 building)
Linear-rectangular, containing 24 units
- **Type VI** (1 building)
Linear-rectangular, containing 45 units

Building Type VI incorporates a midsection break, creating a plaza-like entrance that enhances both aesthetics and functionality at the front of the parcel. Building V is set back by a public pedestrian plaza amenity. Those buildings that are sited internal to the property are grouped

within green space with parking located to the perimeter to allow for a more pedestrian oriented areas adjacent to the buildings for the residents.

The development also includes a two-story clubhouse spanning 8,515 square feet, centrally located within Parcel A. Adjacent to the clubhouse there is also a pool. The site layout prioritizes green spaces, with ample open and park areas distributed throughout the development. Additionally, a linear park/multi-use trail will contribute to the overall landscaping and recreational features.



MUPD Site Plan - Phase I residential (in blue)

Staff Analysis & Review

CRA Community Redevelopment Plan

The Palm Beach Kennel Club site, relative to most other parcels in the redevelopment area, excepting those which are publicly owned and used for institutional or airport related uses, is the largest privately owned property within the CRA district boundaries. The Kennel Club site is a fixture in the Westgate/Golfview Heights neighborhood, pre-dating the creation of the Agency. The year-over-year economic impact on local tourism is an indicator of its enduring success. The Rooney’s Golf Foundation is active within the community, generating nearly \$80,000 annually for

local charities through various events. The PBKC has always been considered by the CRA and its Boards to be a ‘redevelopment catalyst property’, meaning the development or redevelopment of the site have the potential to define the trajectory and character of redevelopment not only along Congress Avenue, but in the district as a whole.

The Kennel Club property is described in Section 3 of the CRA’s 2017 Redevelopment Plan in the following manner: “The historic Palm Beach Kennel Club on Congress Avenue at Belvedere Road is the major landowner along the corridor holding a total of 58 acres of land...Future development and redevelopment of these large vacant parcels will dictate the future character of the corridor, and by ripple effect the entire redevelopment area.” And again, in Section 4 of the Plan: “The expansion of the Kennel Club to include a casino, hotel, retail and residential is an ongoing objective of the owners, and an effort supported by the CRA. However, years of lobbying and attempts to amend State legislation that would loosen gambling regulations have, to date, proven unsuccessful. Looking to the future, the CRA must remain ever cognizant of the eventual development of Palm Beach Kennel Club lands when planning for housing, business recruitment, and streetscape design.” In the early 2000’s, the Kennel Club owners created a master planned vision for their site which included a mix of casino gambling and Jai-Lai entertainment areas, a hotel, high-density residential, and complimentary retail commercial and restaurant uses. Through this vision, the property which now under construction as The Hangar, would have been developed with an off-site parking structure to include a transit station and ancillary neighborhood commercial uses. Market forces and local demand dictated a different direction. The Hangar site was perfectly positioned to attract a light industrial developer, since no comparable land is generally available for such development in most areas of the County’s urban areas, and location is key for the end-user.

Despite recent land value comparisons, Westgate is still considered a depressed, risky market for unsubsidized mixed-use development. This, combined with construction costs, necessitates the need to surface park the project and build in architectural redundancy for efficiency, in turn the height of the buildings is limited in Phase I. Given the development potential allowed by the WCRAO zoning overlay and Density Bonus Program, it may be argued that this phase is relatively underdeveloped. Staff is anticipating when Phase I successfully tests the market, subsequent phases will respect the vision master plan by delivering the type of dense and intense redevelopment project the Community Redevelopment Plan envisions for the Kennel Club site.

WCRAO UG Sub-area Intent

The CRA’s Redevelopment Plan vision for the Congress Avenue corridor and the intent of the WCRAO UG Sub-area, establishes Congress Avenue as an “additional redevelopment area

allowing for mixed use development with more intense commercial and residential uses, including multi-story towers where feasible”. The extraordinary redevelopment potential of the site given its location adjacent to PBIA, near I-95, and downtown West Palm Beach is supported by the intent of the WCRAO zoning overlay. The UG Sub-area allows for the development of high intensity commercial and high-density residential land uses, with the availability of up to 150 DUs/ac of additional residential density through the WCRAO DBP, PDR’s that allow structures to reach heights not permitted elsewhere in unincorporated PBC, reduced landscape buffers, setbacks, and parking standards, and language that permits and encourages mixed use.

ULDC Standards for Official Zoning Map Amendments

A rezoning is needed to facilitate entitlements. In areas outside of the WCRAO, a rezoning to a Multiple Use Planned Development means the site will be governed by MUPD PDRs and standards. A MUPD captures the impact to traffic, the mix of uses, and builds in a more flexible development model for compatible uses, site design, access, parking, access, and architecture. A rezoning to MUPD requires a proposed development to meet certain ULDC thresholds to qualify. Development within the WCRAO zoning overlay is required to comply with superseding WCRAO standards, and where silent, revert back to the ULDC. The WCRAO is generally silent on MUPDs. There is some benefit to utilizing WCRAO zoning overlay PDRs within in the standard zoning district framework: building coverage may be expanded, landscape buffers are reduced, height may be increased, and parking ratios are more generous. The entitlements for the relocated Kennel Club facility utilized a regulatory review approach that combined both MUPD and WCRAO standards. The same approach is utilized for design and review of this project.

The proposed rezoning to MUPD is generally consistent with the purposes, goals, objectives and policies of the Comprehensive Plan. The applicant has provided adequate justification for the rezoning request pursuant to the standards of ULDC Art. 2 and Art. 3.B.14.D.2. for location, proposed design, site configuration, intensity or density to ensure the appropriateness, and compatibility of the use with its surrounding land uses. The project is also compatible with the ULDC, has no adverse impact on the natural environment, and is consistent with new Congress Avenue development patterns that support massing and height. The project complies with the maximum 0.85 FAR provided in TABLE 2.2-e.1 of the Future Land Use Element. Rezoning to MUPD is justified by the site’s future land use and proposed intensity of uses and is generally consistent with policies for infill development outlined in the Comprehensive Plan, and is also supported by FLUE Sub-Objective 1.2.3, WCRAO. The project complies with Performance Standards for a PDD pursuant to Art. 3.E.1.C.2, and for a MUPD pursuant to Art. 3.E.3.B.2. The project also complies with Design Objectives pursuant to 3.E.3.B.1.

WCRAO Bonus Density

The Future Land Use Element of the Comprehensive Plan sets aside 1,300 bonus density units for the Westgate CRA area. To date, 400 density bonus units have been allocated to multifamily and mixed- use projects throughout the CRA district. To qualify for an allocation of WCRAO density bonus units, and receive a positive recommendation from the CRA, a number of criteria must be met:

1. The project facilitates the development of diverse, quality housing stock, that addresses a mix of income levels pursuant to the CRA’s Community Redevelopment Plan;
2. Meets WCRAO Sub-area use regulations and WCRAO PDRs for the use type;
3. Provides a minimum of 5% of the project residential square footage as useable outdoor space for resident use; and,
4. Provides a minimum of 20% of the total of units to be set aside for affordable and workforce housing units, such that:
 - a) A minimum of 10% (and no more than 40%) qualify at or below the Workforce Housing Program Low-Income Category, and,
 - b) A minimum of 10% qualify at the Moderate 1 Income Category.

Phase I of the development program includes a total of 405 residential units; 20% are required to be set aside for the workforce, the balance will be leased at market rate. The applicant is utilizing only the 16.05 acres associated with Phase 1 to calculate permitted density. The Future Land Use designation permits a base density of 5 units per acre, which translates to 80 units by right for the 16.05-acre property in this phase. To realize 405 units, the applicant is requesting an allocation of 325 bonus units from the Density Bonus Pool.

Phase II of the master plan proposes an additional 340 units; 455 units are projected for the final mixed-use phase of the project. The WCRA Bonus Density Program can support the applicant’s request for 325 bonus units toward the development of Phase I, which would decrease the balance remaining in the Pool to 575 units, however, either more bonus units are supplemented in the Pool for this and other redevelopment projects through a text amendment to the Comp Plan, or a future land use change to increase the base density of the site is required to achieve a 1,200-unit redevelopment project over time.

The WCRAO UG Sub-area has a program threshold of 150 bonus units per acre. The request for the 325 units is permitted per this provision, Table 3.B.14.H – WCRAO Density Bonus Pool Limits. The approval process for WCRA density bonus allows a bonus of between 4 and 22 units per acre to be approved administratively by the DRO; projects requesting more than 22 units per acre of bonus density must be approved by the BCC. Based on the 16.05-acre land area used to calculate

the density bonus for Phase I, the request equates to a density bonus per acre of only 20 units per acre. However, the approval process also requires any transfer of density to a PDD to receive BCC approval. The project also exceeds 200 dwelling units, in accordance with Article 4.A.9.B – Thresholds for Projects Requiring BCC Approval, necessitating a Board approval regardless. This provision mandates that any project exceeding 200 residential units (including density bonus) or 50 acres must undergo BCC review and approval. Taking into account both by-right units and bonus pool allocations, the project will have an overall density of 25.23 units per acre.

The project complies with criteria for WCRAO bonus density by facilitating the development of diverse, quality housing stock that addresses a mix of income levels from low-income workforce to market rate tenants. The Parks & Recreation code requirement for recreation space in this phase is 1.21 acres; the WCRAO requirement for density bonus in Phase I provides .82 acres of useable open space for resident use through the plaza feature and connecting park space.

Art. 3.B.14.H.1.a.4) WCRAO Density Bonus Program criteria for projects with ten or more units, requires a minimum of 20% of the total units in the project as on-site affordable and workforce housing units:

- a) A minimum of ten percent, with no more than 40 percent of the total project units qualify at or below the Workforce Housing Program Low-Income Category; and a minimum of ten percent of the total project units qualify as Workforce Housing Moderate 1 Income Category, as defined in Art. 5.G.1.A.3.b, Income Categories; [Ord. 2021-006]
- b) These units meet Art. 5.G.1.A.3.h, Design Standards; and, [Ord. 2021-006]
- c) These units meet the provisions of Art. 5.G.1.D, Delivery of WHP Units and Art. 5.G.1.E, Enforcement. [Ord. 2021-006]

The applicant is proposing a total of 81 units to be set aside for workforce housing, which represents exactly 20%. Among those 81, 40 units must be deed restricted for Low-income households (60-80% of MFI), and 41 units for the Moderate 1 income range (80-100% of MFI), meeting the minimum requirements. The applicant states that the project is “electing to utilize the Method 1 Architecture Review process and has submitted elevations consistent with the requirements in Article 5 and the workforce units will comply with the current code in regard to the enforcement provisions.” The development team is requesting an economic incentive from the CRA in the form of a TIF abatement, to be used to facilitate the construction of the required workforce housing obligation. This request will be presented to the CRA Board as a separate item at a later date. The CRA must coordinate with the County regarding the terms of the agreement as it relates to TIF revenue sharing beginning in 2036 in advance of bringing the item to the CRA Board, as the TIF abatement is requested until 2049.

Class A Conditional Use/BCC Approval for WCRAO Bonus Density

The applicant has addressed Conditional Use standards for the request including consistency with the Comprehensive Plan FLUE Policy 1.2.3-b, Westgate Community Redevelopment Area Overlay, Objective 1.2 of the U/S Tier in that Policy 1.2-b. shall encourage and support sustainable urban development, including restoration, infill and adaptive reuse. The request is consistent with the ULDC, surrounding development patterns, and is supported by adequate public facilities. The applicant states:

“There are changed conditions or circumstances that necessitate the use of the Density Bonus Pool units. As Palm Beach County has recently become a location attracting major business relocations, and the impact of the lack of available land for infill and redevelopment purposes, the costs of development as also increased. Likewise, the lack of affordable housing and the need to address the increase in population as a result of the attractiveness of the area are also changed conditions. The allowance for the increase in density, which is envisioned within the WCRAO, will allow for a feasible and sustainable redevelopment on the property.”

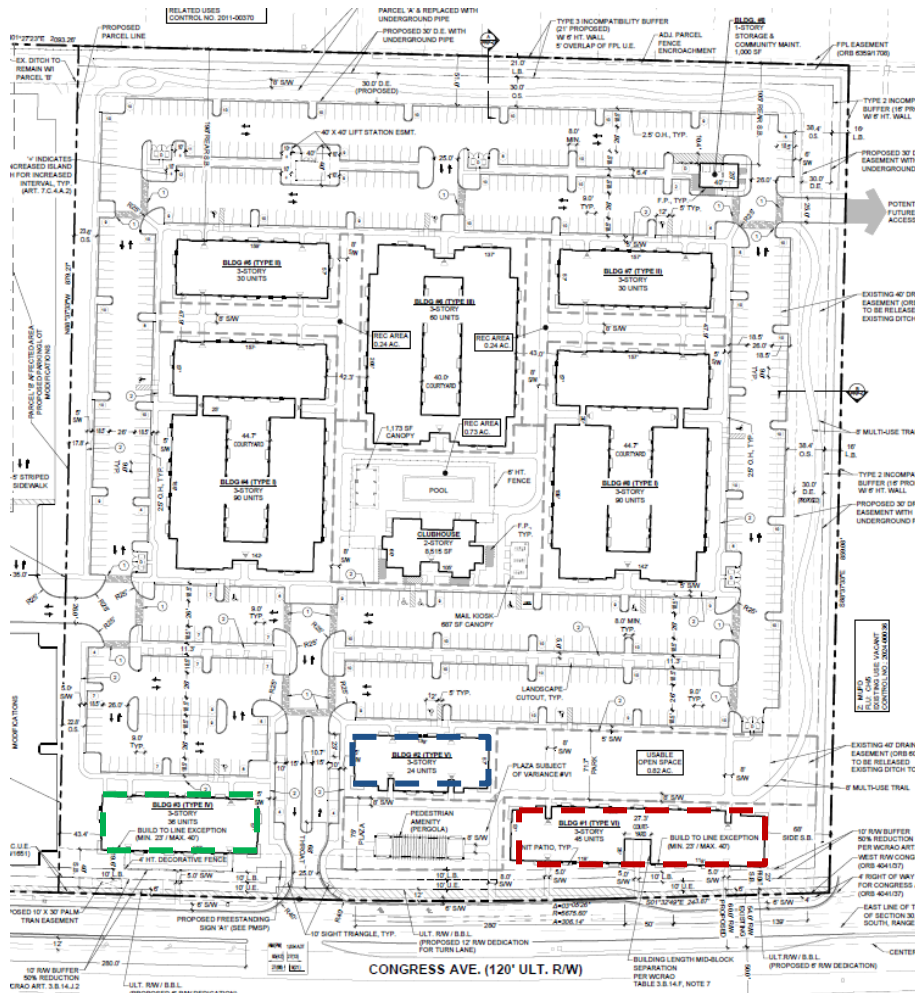
WCRAO UG Sub-area Use Regulations

The UG sub-area allows developments to have a fully residential use according to Table 3. B.14.E – WCRAO Minimum/Maximum Residential and Non-Residential Uses, and allows development to have all uses permitted in all floors of the project, including 5th floor and above. Table 3.B.14.E, WCRAO Use Regulations, is silent on Kennel Club vested uses.

WCRAO UG Sub-area PDRs

The subject site is within the UG Sub-area, and was designed to respect UG Sub-area PDRs and standards for multifamily. The site plan also complies with the minimum lot dimensions and acreage required for MUPDs, and is consistent with the MUPD land development standards across other articles of the code. As a vested use, beyond parking, the existing Kennel Club is exempt from most requirements. The 16.05-acre site is rectangular with frontage along Congress Ave., determined to be used as primary frontage. Parcel A has a ‘lot’ frontage or width of 800 ft.; the entire MUPD has frontage of 2,093.26. The overlay requires 60% building frontage; the design provides 564 ft of building or 70% across the width of the 800 ft. frontage. A minimum lot width and depth of 100 ft. is required in the UG Sub-area. The depth of Parcel A is 879.27. A building footprint or coverage of 16% is provided. The UG Sub-area limits building coverage to 40%, unless all parking is provided curbside or in a parking structure. Parking is addressed via surface parking; the plan does not include a parking structure in this phase. The south side setback is 43.4 ft., where a minimum of 15 ft. is required, and a 198 ft. setback is provided at the rear, where 25 ft.

is required. The UG Sub-area allows for a maximum building height of 240 ft. or 20 stories; only 3 story buildings are proposed in Phase I.



Preliminary Site Plan - Frontage Buildings: Building 1 in red; Building 2 in blue; Building 3 in green

Build to Line - ROW Easement Exemption

Building placement in the UG Sub-area requires a front and side street build to line (BTL) range of 10-25 ft. The site is configured to provide three buildings fronting Congress Avenue. The front setback range proposed is 30 ft to 40 ft at its most. This is due to the slight curve in the property along the boundary. To maintain symmetry in building placement across the frontage, Building 1 has a 23 ft. front setback, and Building 3 located at the south end of Parcel A, has a maximum build-to line dimension of 40 ft. The WCRAO offers relief from the build to line requirement

through Art. 3.B.14.F.2.a.2), allowing the DRO to adjust the build to line to accommodate increased ROW buffers due to the location of utility easements. A 12 ft. ROW dedication is proposed for a right in turn lane pushing the base building line, along with ROW buffers and utility easements deeper into the property.

WCRAO Supplemental Standards

- **Fences and Walls:** The applicant is proposing a decorative 4’ height fence in front of building #3 located at the frontage. The WCRAO does not specify any requirements for fences and walls for the UG sub-area, besides prohibited materials, such as chain link, wire mesh, barbed wire, wood basket weave, or corrugated metal panels. ULDC Art. 5 specifies that the maximum fence height is 4’ when within front setback. The proposal meets this requirement.
- **Minimum Building Depth:** Per Table 3.B.14.G – WCRAO Supplementary Standards by Sub-area, the minimum building depth should be 30’. The proposal meets this requirement, with a min. building depth of 57’.
- **Balconies:** Per WCRAO supplementary requirements, all dwelling units in a multifamily project must include a balcony or patio. The architect has designed the project so that each of the 9 types of units has a balcony, totaling 405 balconies.
- **Building Entrance Orientation:** All uses shall have a principal entrance on the first floor oriented towards the street used as the primary frontage for the building. All the three buildings composing the frontage have entrances oriented towards Congress Ave., meeting this requirement.
- **Fenestration Details:** Minimum glazing and fenestration details does not apply for the UG sub-area.
- **Maximum Building Length:** All buildings comply with length requirements, with the longest structure measuring 262 feet, well within the 300-foot maximum permitted for the UG sub-area. Table 3.B.14.F. requires a mid-block separation a minimum of 20 ft. in width for building lengths exceeding 200 ft.; this separation must be placed 50 ft. or more from either end of the building. A 25’ by 27.3 ft. 1st to 3rd floor open air courtyard satisfies this requirement.

Concurrent Type 2 Variance

Per Table 3.B.14.F - WCRAO Non-Residential & Mixed-Use Sub-Area PDR's, WCRAO allows a Build-to-line exception when utilizing plazas and squares, provided that the maximum building frontage used for the plaza is 50%, with a minimum width of 20’ and a maximum depth of 25’. The applicant is proposing a plaza/square at the frontage with a pergola to improve pedestrian amenity. The length of this plaza is 166’, while the entire building frontage is 565.3 feet according

to the site plan. This corresponds to approximately 29% of the building frontage, meeting the maximum building frontage requirement. However, the proposed plaza itself has a depth of 61', while the maximum permitted by code is 25'. There is no relief from the dimensional requirements of the plaza relief provision. This code was intended to apply more to small-scale developments on infill sites along Westgate Avenue, and was not necessarily contemplated to support larger scale development where plazas should not be restricted to specific dimensions. The applicant must request a variance to support this difference in maximum plaza depth. The intended purpose of the plaza provision to provide relief from the build to line, however, the applicant argues that:

“A special circumstance exists where the requirement of the ULDC to provide for 5% usable public open space for MUPD's within the WCRAO. This requirement necessitates that the public open space be sited towards the public realm, being the street, while keeping in mind the more private spaces associated with the residential units themselves. This adds to the need to increase the size of the plaza to comply with this code requirement. This is a special circumstance that is peculiar to the residential component of a mixed use MUPD in the WCRAO that is not applicable to other MUPD's in the County.

The 5% useable open space requirement for density bonus allocation is met through balconies; 10% of residential square footage is provided in the project as individual unit balconies, as is permitted by code. Regardless, Staff supports the variance, allowing for usable open space for public benefit through the plaza, along with the pedestrian amenity of the pergola, as depicted on the preliminary site plan. In total the project is proposing 0.82 acres of open space along the frontage of Congress Avenue and continuing to the west of Building 1, where the MUPD requirement is 0.80 acres.

Landscaping & Open Space

A landscape plan was not submitted to the CRA for review, but the site plan shows buffer locations and widths. The site is adjacent to residential uses and residential zoning districts as well as commercial uses. WCRAO landscape deviations do extend to the UG Sub-area. Foundation planting may be deleted along any façade with a required build to line. Front and side street ROW buffers, and incompatibility buffers may be reduced by 50% in the UG Sub-area. The front ROW buffer is reduced to 10 ft. wide; the north incompatibility buffer separating the new Kennel Club facility from Phase I residential is proposed to be 16 ft. The south incompatibility buffer, which separates Parcel A from the larger Kennel Club parcel is 17.8 ft. The west incompatibility buffer is proposed at 21 ft. to provide adequate buffering between the development and the single-family residences, and airport uses to the west. A 6ft. wall is also proposed along the western property boundary and along the northern property boundary. The site plan designers have built

in a meandering multi-use trail along 3 sides of the project. This serves a dual purpose of providing the recreational requirement of 1.21 acres in a linear active park, and addressing culverted and covered drainage canals. The project also offers a clubhouse and pool for resident use. The plaza amenity connects to a large park space behind Building 1.

Architecture & Design

The applicant is submitting preliminary architecture by Pascal, Perez, Kiliddjian & Starr Architects for review during the entitlements phase. A Visual Impact Analysis is required through Art. 5.C for MUPDs which assesses the design for compatibility with the surrounding built environment. See snippet below pertaining to Prevalent Theme and Architectural Compliance.

The envisioned character for the Westgate Village project adopts a modern tropical design language. The proposed architecture complements both the existing and newly planned contemporary buildings within the surrounding neighborhood. Our proposal seeks to create a cohesive, unified architectural style that emphasizes vertical elements, arranged in a rhythmic pattern to celebrate balcony and exterior spaces on the façades, thereby enhancing architectural interest.

Parapeted roofs provide clean visual lines that highlight the massing and volumetric treatment of the individual structures. Open courtyards and breezeways are designed to capture the light and breezes of the South Florida sky, seamlessly integrating indoor and outdoor experiences. The grouping of buildings around lush gardens further enhances this connection to nature.

Our architectural approach represents a contemporary Florida style, one that responds to and defines garden-focused urban spaces while harmonizing with the tropical environment.

Westgate Village is a three-story ensemble of Florida garden apartments. The site organization centers around the integration of garden spaces and exterior courtyards, creating a thoughtful and harmonious arrangement of structures that appropriately scale with the surrounding and emerging neighborhood.

A variety of building types introduce visual interest and focal points, utilizing tower elements, breezeways, and balconies. A subtle stucco base defines the pedestrian realm, offering continuity and connection throughout the development.

The design relies on smooth white stucco walls to reflect sunlight, contrasted with aluminum metalwork in the form of window frames, balcony railings, and doors, creating a cohesive palette for the metal elements. Poured concrete brows add depth, casting playful shadows on the crisp stucco surfaces while providing shade for balconies below.

The architecture is clean, modern, and straightforward, relying on well-considered proportions, massing, and detailing to generate visual interest and enhance the overall character of the project.

The proposed development consists of eight three-story residential buildings arranged within a site plan that prioritizes internal green spaces while placing parking and landscape buffers along the perimeter. The layout follows a superblock approach, where buildings are centrally located and oriented to maximize access to shared courtyards and open spaces.

The architectural design is characterized by a simple, repetitive design language that relies on rectangular forms painted predominantly in white, with gray fenestration frames and details, and light mint-green accents on the first floor. Foundation plantings soften the base where there are

no entrances. The buildings are double-loaded, with units on both sides of a central corridor. A key aspect of the layout is the distribution of open spaces throughout the site, rather than concentrating them in a limited number of central areas.

The superblock at the center of the development features two buildings with three connected volumes and a 40' wide internal courtyards, positioned symmetrically on either side of the pool and clubhouse. Additional structures include two linear buildings at the rear and a centrally located two-structure block with a courtyard adjacent to the pool. Along the frontage, three linear buildings without courtyards vary in length but maintain a consistent width.

The courtyard buildings, with widths of 40 and 44.7 feet, help to provide internal green spaces that improve natural light and ventilation for the apartments. This width was increased from the initial 30-foot design, benefiting interior units, so it was an improvement. Additionally, the 4-stairs arrangement – in opposition to the 2-stairs with a connected hall, used for the courtyard's blocks, facilitates more lighting to the interior of the block. This model allows for two separate blocks, so there is no structural connection on the elevations that limits light and wind.

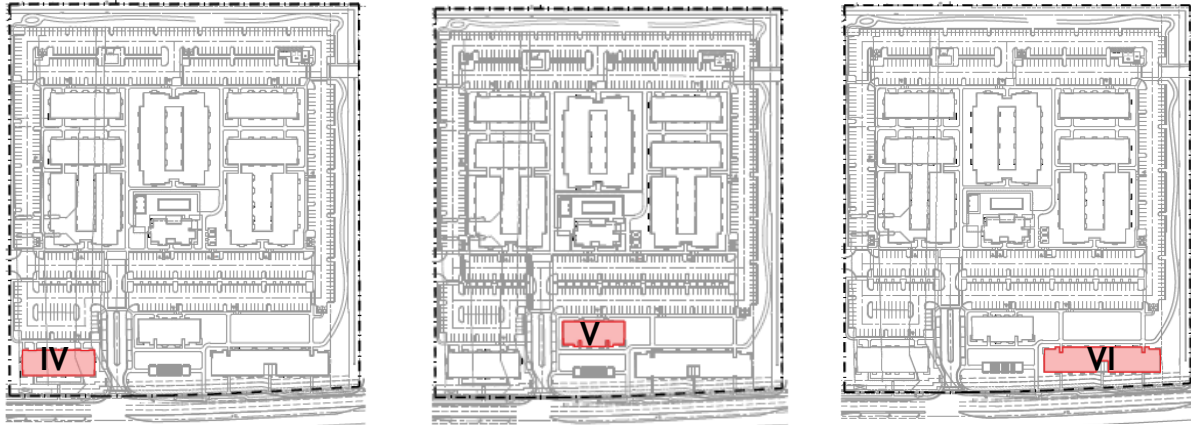
Architectural elements such as large windows, corner-wrapped fenestration, and minimal facade articulation are intended to enhance livability and improve the aesthetic appeal of the buildings without significantly increasing costs. In particular, facade articulation is introduced at the locations of the balconies, where short projections extend from the main facade, creating a more dynamic volumetric composition by pushing portions of the facade forward and above the rest of the building's massing.

To mitigate the repetitive nature of the buildings, variations in length and orientation have been incorporated. Some buildings include corner windows to enhance visual interest and increase natural light within units. Balconies are proposed for studio apartments at the center of the building's length and for three-bedroom units at the corners.

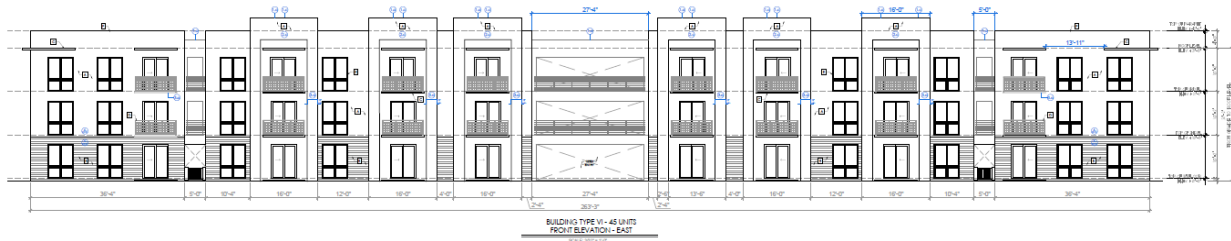
Cost remains a central concern, and architects are actively exploring ways to balance affordability with design quality. Strategies include redirecting savings from structural elements into larger windows and adjusting building coverage to optimize foundation and roof costs. The mix of two- and three-story buildings has been studied, but a preference for only the three-story design was given due to the reduction of structural redundancies. All buildings are 57 feet wide and vary in length while maintaining identical sectional profiles, a strategy for cost-effectiveness. While economic repetition remains a guiding principle, minor modifications in building lengths and layouts help break uniformity.

The master plan architects, Merrill, Pastor, & Colgan Architects, raised concerns about whether the building volumes may have been oversimplified in pursuit of cost efficiency. The latest

proposal introduces more variation in the facade with subtle projections and recesses, incorporating additional architectural details to enhance visual interest. Staff recognizes the importance of cost-effectiveness and appreciates the efforts made to balance budget constraints with design quality. However, the need for elevators remains a key consideration. Additionally, Staff would encourage more variation in facade treatments to further mitigate repetition.

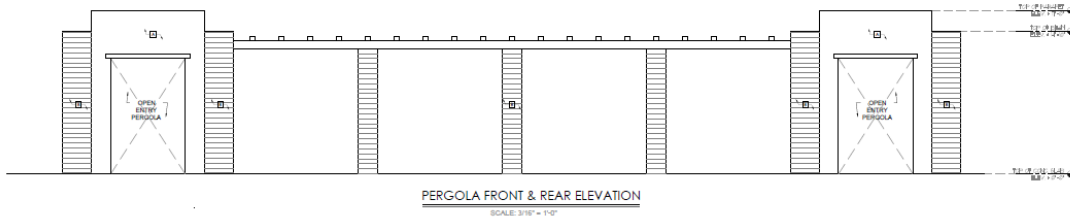


Building frontage architecture by Building type - view from Congress Ave.

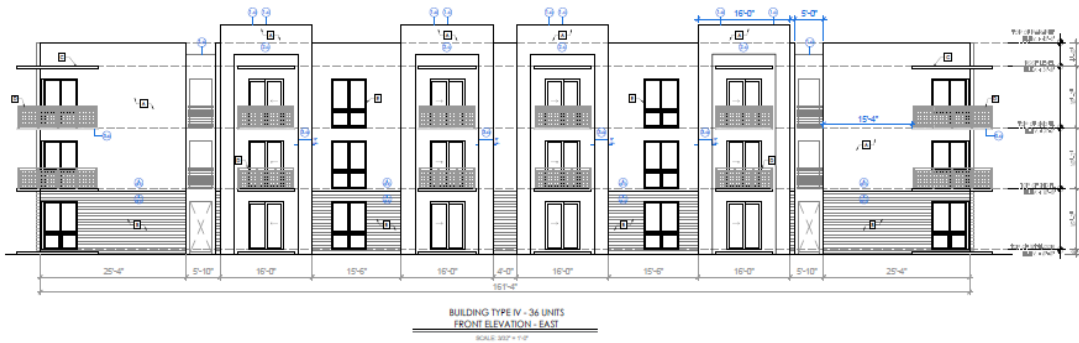


Building Type VI - 3 story, 45 units with courtyard feature





Building Type V - 3 story, 24 units (opposite/bottom) with pergola feature within public plaza



Building Type IV - 3 story. 36 units

Access & Parking

Main access to Phase 1 (Parcel A) is from Congress Avenue. The existing driveway on the subject Parcel A is proposed to be replaced with a new two-way access point just to the north along the frontage of the parcel. This main driveway is separated by a landscape island, and currently proposes on-street parking. All traffic trips will utilize this access point. No signalization is indicated, however, the existing left turn lane into the Kennel Club from Congress Avenue will need to be reconfigured, and a 12 ft ROW dedication along the bulk of the frontage will accommodate a new right turn lane from Congress Avenue.

The main driveway splits just past the rear of Building 2, and loops around the perimeter via parking tracts from the north and south. Vehicular circulation remains limited, with surface parking utilized rather than structured. The pedestrian network, however, is more extensive and is designed to function independently from vehicular traffic. Internal streets provide connectivity to future phases of the project, and multiple smaller open spaces are distributed across the site.

The applicant is considering the WCRAO parking ratios for the residential development of Parcel A. Parking calculations of the existing Kennel Club facility are represented on the MUPD site plan to demonstrate continued compliance for the use. The total number of units for the project is

405, requiring a total number of parking spaces of 602 per WCRAO code. The applicant is providing 622 spaces, thus exceeding the minimum requirement by 20 parking spaces.

- Studio: 1 per unit x 77 units = 77
- 1-bed apartment: 1 per unit x 160 units = 160
- 2-bed apartment: 1.5 per unit x 144 = 216
- 3-bed apartment: 2 per unit x 24 = 48
- Guest parking: 1 per every 4 units = 101
- Total number of required parking spaces: 602
- **Total number of parking spaces provided: 622**

Since the application package also considers the current use of the Kennel Club Facilities located at Parcel B, to meet MUPD requirements, the applicant also specifies the parking requirements for those uses. The required parking requirement for non-residential uses is 1,215 spaces and 1,578 parking spaces are being provided.

A description of parking ratios by existing vested uses is provided:

- Restaurant: 1 per 3 seats x 1,528 seats = 509
- Type 2 Kennel/dog daycare: 1/500 sf x 2,500 sf = 5
- Arena: 1 per 3 seats x 1,173 seats = 391
- Office: 1 per 200 sf x 20,484 sf = 102
- Indoor Entertainment: 1 per 200 sf x 39,858 sf = 199
- Repair and Maintenance: 1 per 250 sf x 1,929 sf = 8
- Total number of required parking spaces: 1,214
- **Total number of parking spaces provided: 1,578**

Exceeding the minimum parking requirement is not an issue per se, as the code establishes a minimum but does not impose a maximum. However, the extent of the surplus: 511 for nonresidential use (Parcel B), plus 20 for residential component (Parcel A), these additional spaces, raises considerations regarding its impact on the reduction of pervious surfaces due to extensive surface parking. From a sustainable development perspective, the goal is to minimize excessive parking and impervious surfaces to mitigate environmental impacts.

Drainage Considerations

No onsite retention is provided on the site plan. The CRA encourages the use of open space areas for the dual purpose off on site retention. All properties along Congress Avenue in the CRA district are within the C-51 drainage basin, and all development projects must comply with SFWMD requirements for historical compensating storage. Parcel A, representing a portion of the site is a vacant greenfield, and 100% pervious; a very large parking field that comprises Parcel B of the

existing Kennel Club site. The drainage engineer HSQ Group, acknowledges that there are no permits on record for the buildings, parking facilities, stormwater treatment areas, and a drainage ditch, dedicated to the County. Further coordination with the County will address capacity of drainage canal, along with how a vacuum station located adjacent to the Kennel Club site, constructed by the CRA in 2012/13, can facilitate drainage and stormwater needs.

A historical drainage study was provided with the application documents. The drainage study itself does not provide a plan to achieve legal positive outfall which should be available via infrastructure on Congress Avenue, and instead states: ...” To ensure C-51 compensating storage and water quality are met the site will propose exfiltration trench, storage chambers and swales.” In 2023 the Westgate CRA formally established the Westgate Central Lake Mitigation Bank for the C-51 Basin, specifically sub-basin 39, through an amendment to Permit No. 50-108330-P. A total of 23.67 acre-feet were assigned to the mitigation bank. 14.3-acre feet were previously assigned to the Brandon Estates project, and then the Autumn Ridge project, both on Congress Avenue. The purpose of the mitigation bank is to offset infrastructure costs and maximize development potential. In early 2024, the development team requested to utilize the remaining 9.37-acre feet of compensating storage, the last of the central lake stormwater storage credits assigned to the Bank. A valuation of these mitigation bank credits has just been completed by a consulting engineer; it is estimated that each acre foot of compensating storage credit from the central lake has a value of approximately \$350,000, equating to an investment of \$3.28 million in the project by the CRA.

Traffic Considerations

When the WCRA Transportation Concurrency Exception Area (TCEA) was created, daily and pm peak hour trips for existing development, including those for the Kennel Club, were vested in the base analysis. TCEA thresholds for daily and pm peak trips only apply to development that occurred following the creation of the traffic concurrency exception area as TE Policy 1.2-r. in the County’s Comprehensive Plan.

If the vision master plan is fully developed as contemplated, this project will have a traffic impact. A traffic study is submitted with the application documents. No request to the utilize trips from the WCRA TCEA trip pool was included. Through a pre-application meeting, the applicant had been directed by County Staff to meet concurrency for this project, and not to utilize the TCEA. The 2005 TCEA pool of trips did not contemplate residential redevelopment for the Kennel Club site, much in the same way the WCRAO Density Bonus Program excluded the redevelopment of the site in the 2005 assignment of 1,300 units.

No ITE trip generation data exists that best categories the Kennel Club use, so to quantify trips for the relocated Kennel Club facility, the traffic engineers for the project, a trip generation study was performed at existing site, based on current square footage and use mix. Daily trips for the existing facility are considered for casino, office, and fine dining restaurant. When the Kennel Club operations included daily dog racing, those daily traffic counts would have been much higher. This traffic data is also based on an existing building footprint that is larger than what is proposed at the relocated facility, where operations are scaled down and consolidated. The study for the relocated facility estimated 3,973 with 328 pm peak hour trips for the existing Kennel Club. If the anticipated traffic impact of the new facility is 2,787 daily and 230 pm peak hour trips, this represents a reduction of 1,186 daily and 98 pm peak hour trips. This credit was reallocated to the WCRA TCEA trip pool. This estimate is very different from the analysis included with the subject application. Combined, the daily traffic trips including all existing uses and the proposed residential use is much larger. Phase I residential uses account for 1,839 new daily trips. Factoring internal and passer-by capture, the overall proposed net new external daily trips is 1,525 daily trips; 145 am peak hour, and 131 pm peak hour trips. Staff will need direction from County Engineering as to how to best monitor the TCEA limits for the redevelopment of the Kennel Club site, and whether the reallocation from the traffic study related to the relocated facility is accurate, and/or is to be considered for the phased redevelopment program.

Staff Recommendation

Staff supports a CRA Board recommendation of **approval** for the following application requests:

1. Official Zoning Map Amendment (“Rezoning”) of entire 42.06 acres from Commercial General (CG) in part, and Residential High (RH) in part, to Multiple Use Planned Development (MUPD);
2. Board of County Commissioners (“BCC”) Class A Conditional Use approval to allocate 325 Density Bonus Units from the WCRAO Density Pool, representing 20.25 bonus units per acre on 16.05 acres, to a Planned Development District (MUPD);
3. Development Order Abandonment of a Special Exception to allow an Open-Air Flea Market granted via Resolution R-83-0803;
4. Type 2 Variance to Table 3.B.14.F WCRAO Non-Residential & Mixed-Use Sub-Area PDR’s Optional Plazas and Squares, to allow an increase to the maximum of 25’ for plaza depth to 75’, a variance of 50’ for the Build to Line Exemption; and,
5. Development Review Officer (DRO) Approval for a ROW Easement Exemption to adjust the build-to line for consistency along the Congress Avenue frontage, pursuant to 3.B.14.F.2.a.2).



Palm Beach County Zoning Division
2300 N. Jog Road
West Palm Beach, Florida 33411
Phone: (561) 233-5200
Fax: (561) 233-5165

GENERAL APPLICATION
PUBLIC HEARING AND DRO ADMINISTRATIVE PROCESSES

1. REQUEST(S)

Check Type(s) of Application Request(s) and complete as applicable:

PUBLIC HEARING REQUESTS:

- Official Zoning Map Amendment from ... Zoning District to ... Zoning District
With a Concurrent Land Use Amendment from ... Land Use to ... Land Use
Class A Conditional Use (CA) for ...
Class B Conditional Use (CB) for: ...
Development Order Abandonment (ABN) of Resolution No: ... which allowed ...
Expedited Application Consideration (EAC) for: ...
Development Order Amendment (DOA) to a previously approved:
COZ PDD/TDD Class A Class B Other: ...
Type 2 Variance: (Submit Form #43 Variance Supplemental) Concurrent Standalone
Subdivision Variance: (Submit Form #43 Variance Supplemental) Concurrent Standalone
PO Deviations: (Submit Form #92 PO Deviation) from Article(s) ...
Pre-Application Conference (PAC) IRO or PRA: With Questions? Yes No
Type 2 Waiver: (Submit Form #19 Waiver Supplemental) Concurrent Standalone
Unique Structure:
Other:

DRO ADMINISTRATIVE REQUESTS:

- Expedited Development Review Officer approval (DROE) (within 2 months of BCC/ZC approval)
Use subject to Development Review Officer (DRO) approval for ...
Pre-Application Conference (PAC) - Concurrent Review: With Questions? Yes No
Type 2 Concurrent Review: with Building Permit # or with Plat, Name/No.
Type 3 Concurrent Review (Zoning, Land Development and Building)
Administrative Modification to a Plan approved by the ZC / BCC / DRO for ...
Administrative Abandonment (ABN) of a DRO Approval ...
Subdivision ...
Transfer of Development Rights (TDR) (Submit Form #16 TDR Supplemental)
Type 1 Waiver (Submit Form #19 Waiver Supplemental) from Article for
Other

2. APPLICANT INFORMATION

Current Property Owner(s) Name: _____
Address: _____ **City:** _____
State: _____ **Zip:** _____
Phone: _____ **Cell Phone:** _____
Email Address: _____

Applicant's name (if other than property owner(s): _____
Address: _____ **City:** _____
State: _____ **Zip:** _____
Phone: _____ **Cell Phone:** _____
Email Address: _____

Check (✓) here if Applicant is a contract purchaser. Consent is required from the contract purchaser if a contract is pending to purchase the subject property. Home Owners Association (HOA) or Property Owners Association (POA) consent will be required if subject property is under common ownership or request is to modify any aspect of the project which applies to the entire development (i.e. condition of approval, internal roadway, etc.)

Agent:* _____ **Name of Firm:** _____
Address: _____ **City:** _____ **State:** _____ **Zip:** _____
Phone: _____ **Cell Phone #:** _____
Email Address: _____

Agent:* _____ **Name of Firm:** _____
Address: _____ **City:** _____ **State:** _____ **Zip:** _____
Phone: _____ **Cell Phone #:** _____
Email Address: _____

* All correspondence will be sent to the Agent(s) unless otherwise specified.

3. PROPERTY INFORMATION (* Required Fields)

A. *Property Control Number (PCN): <i>(List additional PCN(s) on separate sheet)</i>	
B. *Control Number:	
C. *Control Name :	
D. Application Number:	
E. *Application Name:	
F. Project Number:	
G. *Gross Acreage:	
H. Gross Acreage of affected area:	
I. *Location of subject property: <i>(proximity to closest major intersection/ road)</i>	
J. *Address:	
K. *BCC District:	
L. Overlay (Special Study Area):	
M. Tier	<input type="checkbox"/> U/S <input type="checkbox"/> R/EX <input type="checkbox"/> AGR <input type="checkbox"/> GLADES

4. LAND USE AND ZONING INFORMATION

Current Future Land Use designation:		Proposed Future Land Use designation:	
Current Zoning District:		Proposed Zoning District:	
Existing Use(s):		Proposed Use(s):	
Existing Square Footage:		Proposed Square Footage:	
Existing Number of Units:		Proposed Number of Units:	

5. ARCHITECTURAL REVIEW

This application is subject to the requirements of Article 5.C, Design Standards and request review of the proposed elevations concurrent with:

- Type 1 Projects Requiring BCC Approval
- Type 2 Projects Requiring ZC Approval
- Type 3 Projects Requiring DRO or Site Plan Approval
- Type 4 Projects Requiring Building Permit Approval

This application also includes request(s) for Elevation review and consideration, as indicated below:

- Revise previously approved Elevations;
- Non-conforming structures that are subject to Article 5.C, Percentage of Renovations;
- Approval for Green Architecture (*Type 1 Waiver*, Art.5.C.1.E.3)
- Approval for Unique Structure (Art.5.C.1.E.2)

Note: All application documents shall be consistent with the current Technical Manual, refer to the Zoning Web Page.

6. ADJACENT PROPERTIES

Complete the chart below to identify the Use and Zoning information for the surrounding properties to the project.

Adjacent Property	FLU	Zoning District	Existing Use (Res, Comm, Ind, etc.)	Approved Use (Res, Comm, Ind, etc.)	Existing Sq. ft. or DU/AC	Approved Sq. ft. or DU/AC	Control # (FKA Petition #)	Resolution # R _
EAST								
NORTH								
SOUTH								
WEST								

7. COMPLIANCE

YES <input type="checkbox"/> NO <input type="checkbox"/>	Is the property in compliance with all previous Conditions of Approval and applicable Code Requirements? <i>If no, please explain in the Justification Statement.</i>
YES <input type="checkbox"/> NO <input type="checkbox"/>	Is the property currently the subject of Code Enforcement action? <i>If yes, provide Code Enforcement Case Number: _____</i>
YES <input type="checkbox"/> NO <input type="checkbox"/>	Will the request require modification(s) to a recorded plat or plat with Technical Compliance? <i>If yes, explain in the Justification Statement.</i>
YES <input type="checkbox"/> NO <input type="checkbox"/>	Is the subject property an existing legal lot of record? <i>If no, submit Legal Lot Review Application to the Land Development Division.</i>
YES <input type="checkbox"/> NO <input type="checkbox"/>	Does the proposed improvements exceed the allowable improvement value of the existing structure as identified in ULDC, Article 1? <i>If yes, comply with Article 1.F – Nonconformities.</i>

8. PROPOSED USE DETAILS

Building Name	Use(s) (as per ULDC)	Square Footage	Number of Units	Phase Name	Outparcel

9. CONCURRENCY

Concurrency Reservation Concurrency Equivalency Concurrency Exemption

A. Water Provider:			
B. Waste Water Provider:			
C. Drainage District:			
D. Traffic Provider:		Traffic Trips Existing:	
E. Mass Transit Provider:		Traffic Trips Proposed:	
F. Traffic Capacity:		Number of Gross Peak Hour Trips = <i>(If greater than 30; a traffic study will be required)</i>	
G. Public School:			
H. Public Health Provider:			Well /Septic tank :
I. Parks			
J. Fire Rescue			
K. Solid Waste:			
L. Check the proposed means of achieving access from the development site to a point of Legal Positive Outfall for storm water discharged from the site:			
<input type="checkbox"/> Property is contiguous to a natural waterway, or a canal owned and operated by a water control district.			
<input type="checkbox"/> Property owner has legally established drainage rights to convey storm water through all intervening properties between the development site and natural waterway or water control district canal.			
<input type="checkbox"/> Property abuts a road with a functioning drainage system, and property owner has obtained written confirmation from the entity responsible for maintaining the road that the proposed development is eligible to utilize the road drainage system, subject to meeting all permit requirements for drainage connection.			
<input type="checkbox"/> Other (specify): _____			

10. ENVIRONMENTAL ANALYSIS

ENVIRONMENTAL RESOURCE MANAGEMENT (ERM) – Art. 14.B.8.C

Is there Native Vegetation on Site? Yes No If yes; a **Pre-Application Appointment** with ERM is required; Enter date of PAA meeting with ERM _____;

General Vegetation Statement:

Existing and Proposed Grade/Elevation where existing Native Vegetation is to be preserved:

Is site in a Wellfield protection zone? Yes No If yes; submit **Wellfield Protection Affidavit**, available from ERM

HEALTH DEPARTMENT – Art.15

In Justification Statement, under heading “Hazardous Material”, address type(s) and amount of: **1)** all industrial, manufacturing, special or hazardous waste that may be generated; **2)** airborne pollutants that may be generated (i.e. dust or other unconfined particulates such as NOx, SOx, CO, VOC’s, heavy metals, etc.); and, **3)** any special handling of solid waste that may be required.

This application is not complete without the following documents as attachments:

- 1. Justification Statement:** to address the purpose, project history, intent and design objectives of this request, refer to Art.2.A.6.A.1 for the required information.
- 2. Status of Conditions of Approval (COA):**
 - a. Provide letter/document which includes the status of all current Conditions of Approval;
 - b. Include the exact language for any modification(s) to any Condition of Approval;
 - c. If the application request requires time extension for Commencement of Development or recording a Plat, then provide further explanation. (This explanation may be added to the Justification Statement.)

Note: Please refer to PZB Zoning Website for all ULDC Articles <http://www.pbcgov.com/uldc/index.htm> referenced in this document and the Technical Manual for helpful information <http://www.pbcgov.com/techmanual/index.htm>



TYPE 2 VARIANCE SUPPLEMENTAL APPLICATION

Variance applications may be submitted separately or concurrently with a request for a Development Order (DO) unless determined by the DRO that the variance is subject to a Standalone Application, and must be approved prior to the submittal of the DO application.

- To allow **TYPE 2 VARIANCE:** **Concurrent** **Standalone**
 for the reduction or increase in _____

 for the elimination of _____

 for _____

- To allow **SUBDIVISION VARIANCE:** **Concurrent** **Standalone**
 for _____

Applicant must complete the chart below with the information requested for each variance. If there are more than five (5) variances requested, please provide the information on a separate sheet of paper.

ULDC CODE SECTION	REQUIRED	PROPOSED	VARIANCE

Building Permit # (If applicable): _____ Code Violation Notice # (If applicable): _____

TYPE 2 VARIANCE STANDARDS (Art.2.B.7.E.6)

The Palm Beach County Unified Land Development Code (ULDC) Article 2.B.7.E.6, requires a statement of special reason or the basis for the variance(s) required. Article 2.B.7.E states that in order to authorize a variance, the Zoning Commission shall and must find that all seven criteria listed in Art.2.B.7.E.6 have been satisfied by the Applicant prior to making a motion for approval of a Zoning or Subdivision Variance. These seven Standards are one of the factors staff uses in formulating their recommendations and opinions. **The Applicant must address each standard separately and completely in the Justification Statement and submit as an attachment.** (Refer to Art.2.B.7.E.6, Standards for Zoning or Subdivision Variance).

February 24, 2025

WESTGATE VILLAGE MUPD
Westgate CRA Submittal
Justification Statement
Rezoning/Class A Conditional Use/Type 2 Variance/Abandonment
Control Number: 1983-050
Initial Submittal: WCRA Submittal January 27, 2025



Urban Design
Land Planning
Landscape Architecture

INTRODUCTION

On behalf of the Applicant, Westgate Gardens, LLC, Urban Design Studio has prepared and hereby respectfully submits concurrent applications for a Rezoning to Multiple Use Planned Development (MUPD) to allow for the initial redevelopment of the north 16.05 acres of the subject property with 405 multi-family units. The majority of the existing site improvements on the remainder of the 42.06 acre property will continue to support the existing Palm Beach Kennel Club operations until such time as the use is relocated to the five-acre property to the north, consistent with a recent approval Site Plan associated with Control Number 2024-00036. Pursuant to the approval process in the WCRAO, as this project is also requesting approval to utilize units from the Overlay's Density Bonus Pool for a Planned Development District (PDD), a Class A Conditional Use approval is also being requested. In addition to the rezoning, a Type 2 Variance will also be requested to allow for a greater depth of the plaza along Congress Avenue than currently permitted per code. Finally, a request of the Development Review Officer to utilize the exemption in Article 3.B.14.F.2.a.2) to adjust the build-to-line as a result of the build-to line being measured from the proposed base building line along Congress Avenue and the impact of the non-parallel property line as it extends to the south.

The 42.05-acre subject property as currently configured is located at 1111 North Congress Avenue, which is generally located on the northwest intersection of North Congress Avenue and Belvedere Road within unincorporated Palm Beach County ("County"). The current site plan of record is depicted on the County Zoning website as Exhibit #21, approved under Control No. 1983-00050. The 42.06 acres was previously subdivided from the northern five acres associated with that approval via a Plat Waiver recorded in Palm Beach County Official Records Book 35339/495, on October 23, 2024. It is important to note that this application is still referencing the property control number of 00-43-43-30-00-000-5190 as the plat waiver is not reflected in property appraiser's system. As such, applications associated with this request will reference that the subject land area is 'a portion of' that parcel number.

The Property is designated CH/5, Commercial High with an underlying MR-5, on the County's Future Land Use ("FLU") Map and located within the CG, Commercial General Zoning District in part and the RH, Multi-Family Residential zoning district in part. The Property is also located within the UG, Urban General, sub-area of the WCRAO, Westgate Community Redevelopment Area Overlay.

A Rezoning from Commercial General (CG) in part and Residential High (RH) in part, to MUPD, a Class A Conditional Use approval associated with the request to utilized Density Bonus Units from the Westgate Community Redevelopment Area Overlay (WCRAO) pool, abandonment of

the special exception granted for an outdoor flea marking, and a Concurrent Type 2 variance are being requested.

Specifically, the request are as follows:

- Rezoning 42.06 acres from CG in part and RH in part to MUPD
- Class A Conditional Use approval to utilize 325 Density Bonus Units from the WCRA Density Pool for a request of 20.25 units per acre on 16.05 acres
- Abandonment of a Special Exception to allow an Open-Air Flea Market granted via Resolution R-83-0803
- Variance to Table 3.B.14.F WCRAO Non-Residential & Mixed Use Sub-Area PDR's Optional Plazas and Squares, to allow an increase to the maximum of 25' for plaza depth to 75', a variance of 50' for the Build To Line Exemption
- DRO Approval for a ROW Easement Exemption to adjust the build-to line for consistency along the Congress Avenue frontage, pursuant to 3.B.14.F.2.a.2).

PROPERTY HISTORY

The Palm Beach Kennel Club indoor entertainment and & greyhound racing facility opened in 1932 and has been in operation for over 88 years until the dog racing operations ceased in 2020. The indoor entertainment, gaming and para-mutual operations are offered today. On July 19, 1983, the BCC approved Resolution R-83-803 allowing a Special Exception to allow an Open-Air Flea Market on the subject property. The flea market approval, however, only applied to the CG zoned portion of the property as depicted on the current approved site plan and has not been operated for years. A variance was granted on the property in 2004 (BA-2004-00210) to allow the installation of satellite dishes. In 2020, an administrative approval was processed by the County to add Type 2 Kennel and Dog Daycare uses to the site.

The 47.06 acres was previously subdivided from the northern five acres associated with that approval via a Plat Waiver recorded in Palm Beach County Official Records Book 35339/495, on October 23, 2024.

The north five acres received approval from the County Zoning Commission on December 5, 2024 to allow for variances to the MUPD width and frontage requirements, to allow the longest side of the building to face a secondary frontage, to increase the setback from the build-to-line for Congress Avenue and Cherry Road, and to allow for the increase in maximum building length.

The Board of County Commissioners approved Resolutions R-2024-1689/1699/1700 on December 12, 2024 to rezone the parcel to MUPD, approve a Type 2 Waiver to allow for 24 hour operations for the Type 2 Kennel as it was within 250 feet of residential, and to allow an alternative buffer on the south property line, and an approval for an Alternative Sign Plan to allow for the relocation of the historical Kennel Club sign to the parcel. Those approvals are not applicable to the land area which is the subject of this request.

PRE-APPLICATION MEETING

A pre-application meeting took place with Palm Beach County Planning, Zoning, Land Development, and Traffic staff on February 13, 2025. Various procedural items were discussed as well as drainage items; easement overlaps; usable open space, vestiture of the remaining existing Kennel Club improvements, etc. Specifically, the approach to include the entire land area within the MUPD, but utilize only the 16.05 acres for the purposed of frontage, density calculations, and confirmation to follow the same approach as the property to the north in addressing both the MUPD regulations as well as the WCRAO regulation. Ultimately, the Kennel Club Facilities will be reconstructed on the north parcel and the remainder of the 42.06 acres will be required to come in for a Development Order Amendment (DOA) to facilitate redevelopment on that land area. The redevelopment of this corner will substantially improve this area, which serves as an entry, and first impression, to those arriving to Palm Beach International Airport.

The variance to the plaza depth was discussed as well as the request to utilize the Density Bonus Pool. Staff did express some concern over the location of the parallel spaces adjacent to the entry drive from Congress Avenue, which will be refined as the application moves through the process as it appears the design does meet code requirements. It was also expressed that the application would be submitting for architectural review as part of this process. However, that would only be applicable to the proposed multifamily component of the MUPD. Cross access was also discussed in regard to the proposed location on this site which is in conflict with the location on the conceptual plan for the property to the north, which would require an amendment to that plan to effect the relocation. The applicant has not as of yet received back the County's final notes from that meeting. Staff did make clear that they would like to have a second pre-application meeting subsequent to this item being presented to the WCRA Board. The applicant has made a request to try and schedule that meeting.

Proposed Design

The proposed site design consists of development areas, with the redevelopment taking place on the north 16.05 acres and the southern 26.01 acres continuing to support the existing Kennel Club site improvements with the only change associated with the amount of asphalt paved area being incorporated into the residential redevelopment. The applicant currently is only purchasing the 16.05 acres with the future goal, after the Kennel Club has relocated to purchase the entire property. It is acknowledged that future Development Order Amendment(s) will be required to implement the redevelopment of the entire property.

Kennel Club Parcel

As outlined above, the existing Club facilities and site improvement will remain as existing with the exception of the removal of some of the northern free parking area which has been accommodated with the redesign and is still in compliance with the code amount of required parking as previously memorialized on the approved site plan.

Access

Access to the site will be maintained as exists at three access points to the Club. A gated ingress/egress drive is maintained from Belvedere Road which remains open during Club operating hours and the parking in that area is designated for employee parking. There is one egress access point on Congress, south of the main entry with the main entry to the north consisting of two entry lanes and two exit lanes with two internal left turns into the parking area to the west and to the main east/west drive aisle leading to the lots to the north. That remaining access point is at the signalized intersection. The northern most existing access point will be utilized for access to the residential component of the MUPD and cross-access/connectivity maintained with future development once the Club has relocated. A secondary access to the residential from the Club is maintain for this initial development.

Parking

The revisions to the site improvements as currently depicted on Exhibit #21 depicts three separate 'free lot' parking areas, with the west lot containing 288 spaces, the central lot containing 287 spaces and the east lot containing 559 spaces for a total of 1,134 spaced in this area. These areas have been decreased in size consistent with the land are now proposed for redevelopment with the locations of the drive aisles remaining consistent. The reconfigured west lot now is proposed to contain 155 spaces, the central lot 185 spaces and the east lot 369 spaces, for a total of 709 spaces. The results in a loss of 425 spaces in this area.

With the approved plan depicting 1,994 spaces provided, the proposed plan with the loss of the above tabular spaces would result in a remainder of 1,569. Of note, while the dog track function is no longer taking place, to alleviate any potential that the Club may want to utilize the track area for any special events, the tabular on the revised plan still includes the parking required calculation of 1 per 3 seats of Arena space at 1,173 seats, equated to a required parking amount for that use of 391 spaces. As such, while the required parking is depicted at 1,215 spaces and the provided at 1,569 spaces for the existing Club uses, it is likely that 363 of these spaces are not actually required on a day to day basis for the use.

All other aspects of the site improvements on the Kennel Club site will remain as currently existing until future amendments are proposed.

Residential Component

The proposed plan provides for eight three story buildings consisting of six building types as follows:

Two Building Type I	90 units each building	180 units
Two Building Type II	30 units each building	60 units
One Building Type III	60 units	60 units
One Building Type IV	36 units	36 units
One Building Type V	24 units	24 units
One Building Type IV	45 units	<u>45 units</u>
Total		405 units

For purposes of density, this request proposes to utilize only the 16.05 acres associated with the residential density to calculate the density permitted per the underlying MR5 land use designation, equating to 80.25 units or 80 units. The balance of the proposed 405 units is being obtained via a Class A Conditional Use to utilize 325 units from the WCRA Density Bonus Pool. This is further detailed in the Conditional Use Class A request assessment later on in this justification.

The site is designed to place Buildings 1 through 3 fronting on Congress Avenue. The proposed build-to line is being established on the plan where Building 1 is sited as closest to the Congress Avenue base building line at the north portion of the property with 23' separation. While the applicant is taking advantage of the buffer reduction allowed under Article 3.B.14.J.2, to allow the building to be sited as close as possible, the base building line will vary along the frontage due to the standard dedication requirements as well as the turn lane dedication. This is complicated by the fact the property is not a straight property line along Congress. This results in the north corner of Building 1 being setback 23' and the south corner of Building 1 being setback from 30'.

Likewise, Building 3 located at the south end of the residential area has a maximum build-to line dimension of 40'. This is to provide for a consistent building placement along the build-to line as typically would be done for parcels with a consistent base building line along the entire frontage.

A variance is being requested to the depth of the plaza in front of Building 2 to allow for usable open space and public benefit of the proposed pedestrian amenity of the pergola as depicted on the preliminary site plan. This will be discussed further in the variance section of the narrative. In total the project is proposing 0.82 acres of open space along the frontage of Congress Avenue and continuing to the west of Building 1, where the MUPD requirement is 0.80 acres.

The balance of the three story buildings 4 - 8 are sited internal to the property grouped internal to the development with the parking located to the perimeter to allow for a more internal pedestrian oriented area adjacent to the buildings for the residents, with the club house recreational amenities centrally located to the east. The project is providing the required amount of recreational area of 1.21 acres, and also is proposing a multi-use trail in the open space to the north and west. It is anticipated as this is proposed to be a piped drainage easement; a removal agreement for the path will be provided to the easement holder.

Access

The main access to the residential component will be from Congress Avenue in the general location of the existing access for the Kennel Club. A right turn lane will be dedicated and a left turn lane is provided for north bound vehicles accessing the site. A connection to the existing drive aisle on the Kennel Club property is being maintained as a secondary access point which is anticipated to be accommodated with the future redesign of the balance of the property.

While the approval for the relocated Club to the north did provide for a vehicular and pedestrian connection, it is now being proposed to relocate that cross access further to the west to align better with the residential development site design and circulation. It is acknowledged that the site plan to the north would also need to administratively be amended to effect this cross-access location. This will be consistent with the following policies within the Comprehensive Plan:

Policy 4.3-k: The County shall require, where feasible, that commercial land uses employ access management techniques, such as shared entrances and vehicular cross access, between adjacent existing and proposed commercial land uses.

Policy 4.3-g: Where appropriate, similar and/or complementary neighboring land uses shall employ access management techniques such as shared entrances (to reduce the number of curb cuts) and vehicular and/or pedestrian cross access between like development projects (to encourage inter-connectivity both within and between sites, and reduce the need to use the primary street system to access adjacent sites).

Parking

Parking for is being calculated for the residential component per Table 3.B.14.I and provides for 622 spaces where 602 is required, including 12 handicap places. No loading spaces are required per Table 6.B.1.B.

Vegetation Assessment

The majority of the vegetation on the residential component consists of sabal palms the majority of which will be relocated on site. An arborist report is included in the submittal to verify material to be removed and mitigated due to poor health or size.

The applicant's agent met with ERM representatives on site on February 19, 2025 and an email in that regard is included in the application materials. Based on a prior request from ERM on the five acres to the north, a Gopher Tortoise Survey is also included in the submittal.

Signage

Pursuant to the Preliminary Master Sign Plan, the residential component is proposing a code compliant monument sign at the entry from Congress Avenue. The existing two signs for the Kennel Club will remain until redevelopment is proposed. Of note, the Kennel Club sign at the intersection has been deemed historic and received approval to be relocated to the north parcel in conjunction with their new facility.

Architectural Review

The applicant is electing to utilize Method One for architectural review and has included preliminary architecture with the application materials for the proposed residential component of the development.

Landscape Buffers

North: The required Type 2 Incompatibility Buffer, 16' in width with a six foot wall is proposed along the north property line, adjacent to the future relocated Kennel Club. However, the cross-access, both vehicular and pedestrian is depicted consistent with the policies of the comprehensive plan.

South: The south right of way buffer existing conditions associated with the Kennel Club are proposed to remain. It is anticipated at the time of future redevelopment, the buffer will take advantage of the WCRAO buffer reduction in 3.B.14.J.2. and this has been noted on the plan. There is further discussing under the platting section in regard to the future right of way dedication for the Belvedere and Congress frontage in the platting section.

East: This eastern right of way buffer along Congress Avenue is taking advantage of the CRA buffer reduction per Article 3.B.14.J.2. to allow for a 10' buffer plus a 10' proposed general utility easement, with no easement overlap. For the south area associated with the Kennel Club existing conditions are proposed to remain. It is anticipated at the time of future redevelopment being proposed, the buffer will take advantage of the WCRAO reduction in 3.B.14.J.c. to create a consistent streetscape and this has been noted on the plan.

West: The required MUPD Type 3 Incompatibility buffer, 21' in width with a six foot wall, is being provided along the west property line of the area associated with the residential redevelopment. The balance of the property which will continue to support the Kennel Club uses until they relocate will remain in its current configuration. As that area is not adjacent to residential, it is anticipated it will eventually be required to provide an eight foot Compatibility Buffer.

Platting

Based on discussions to date with the Land Development Division, MUPD's with horizontally integrated residential and non-residential uses are required to plat the two use areas as separate tracts. As such, it is anticipated that the first plat will create the two parcels and future replat(s) will be required should the balance of the property be developed with residential and non-residential uses as anticipated. As the property is being rezoned to MUPD, the site plan should be allowed to be used as the 'subdivision' plan without the necessity to create a separate subdivision plan.

Further discussions will take place with Land Development as the project is reviewed to determine the allowance to create separate right of way dedication tracts for the two parcels such that a condition of approval can be crafted to allow for the requirement for dedication on

the existing Kennel Club parcel to be delayed at least until the use has relocated to the northern site.

REZONING STANDARDS

Pursuant to ULDC Section 2.B.7.B.2, The Applicant will demonstrate that the Rezoning: (a) is consistent with the County's Comprehensive Plan; (b) is consistent with the County's ULDC; (c) is compatible with surrounding uses; (d) is designed to minimize environmental impacts; (e) will result in a logical, orderly and timely development pattern; (f) is compliant with the County's concurrency standards; and (g) is necessitated by changed conditions.

a. Consistency with the Plan

Response: Approval of the Rezoning from CG and RH to the CH MUPD is consistent with the purposes, goals, objectives, and policies of the Plan, including standards for building and structural intensities and densities, and intensities of use. As noted above, the Property is designated CH/5, Commercial High with an underlying MR-5, on the County's FLUA. The Project initially proposes a mix of residential and non-residential uses including the entertainment and Type 2 Kennel use which will be maintained on the balance of the property. A public plaza is also proposed along Congress Avenue to promote community involvement and enrichment opportunities, and ensure a well-connected and pleasant pedestrian experience along Congress Avenue within the residential redevelopment area. The Project is designed to provide a 21' Incompatibility Buffer to ensure an appropriate transition to the residential to the west. The Project will continue serve the existing demand for indoor entertainment, casino, and sports betting uses as established at the Palm Beach Kennel Club site that has been in use for more than 85 years until that use is relocated and provides for much needed additional housing within Palm Beach County.

Approval of the Rezoning is not only consistent with the existing CH FLU designation of the Property, but also with Policy 2.2.c of the PBC Comprehensive Plan, which requires the PBC Code to be consistent with appropriate elements of the PBC Comprehensive Plan including compatibility with adjacent future land uses. The Rezoning is also consistent with Policy 1.2-b of the Plan, which requires that the County encourage and support sustainable urban development, including infill redevelopment. Further, the Project promotes Sub-Objective 1.2.3 of the Future Land Use Element as it involves development within the WCRAO that will expand upon housing opportunities along the Congress Avenue corridor within the WCRAO area and increase the value of the Property and surrounding area. In addition, the Project complies with the maximum density per the plan with the receipt of the additional units from the Density Bonus Pool

b. Consistency with the Code

The Rezoning complies with the applicable standards and provisions of the County ULDC for use, layout, function, and general development characteristics with the granting of the variance for the expanded depth of the proposed plaza. The following analysis details the Rezoning's compliance with the County's ULDC.

Article 1: The Project complies with Article 1 as the Applicant is not seeking to vest any existing nonconformities within the redeveloped residential component and is compliant with the current review process and development parameters for Rezoning.

Article 2: The Project complies with the Development Review procedures outlined in Article 2 through the processing of this application.

Article 3: The Project is subject to the provisions of ULDC Section 3.B.14, Westgate Community Redevelopment Area Overlay.

Response: Upon the granting of the variance being requested and the granting of the Density Pool Bonus, the project will be consistent with the Code as follows:

- ULDC Section 3.B.14.C: The Rezoning is consistent with the intended uses in the UG, Urban General sub area.
- ULDC Section 3.B.14.D: The Rezoning complies with the requirement for a recommendation from the Westgate CRA prior to submittal as it was heard and supported by the board at the March 10, 2025 CRA Board meeting.
- ULDC Section 3.B.14.E: The Rezoning the Rezoning complies with this requirement as the uses are allowed there is no minimum/maximum percentage in Table 3.B.14.F.
- ULDC Table 3.B.14.E, WCRAO Sub-area Use Regulations: The existing Kennel Club Uses are not prohibited and residential multifamily is an allowed within the UG district. As such, the proposed rezoning to MUPD complies with ULDC Table 3.B.14.E.
- ULDC Table 3.B.14.E, WCRAO Sub-area Uses Permitted by Floor: The proposed uses associated with the rezoning request are all permitted in the UG sub area.
- ULDC Table 3.B.14.F, WCRAO Non-Residential and Mixed-Use Sub-area PDRs (UG Sub-Area):
 - Lot Dimensions
 - Min. Lot Frontage/Lot Width
 - Proposed –776.63'
 - Required – 100'
 - Min. Lot Depth:

- Proposed – 2,093.26
 - Required – 100'
 - Max. Building Coverage
 - Proposed – 16%
 - Maximum - 60% (Table 3.B.14.F – WCRAO Non-Residential and Mixed-Use Sub-area PDR's – Footnote 3)
 - Build-to-Line/Setbacks
 - Front (Congress Avenue)
 - Proposed – 40' (Subject of DRO Request)
 - Required – 10'-25'
 - Side Street N/A
 - Side
 - Proposed – 68'
 - Required – 15'
 - Rear
 - Proposed – 105'
 - Required – 25'
 - Minimum Building Frontage
 - Proposed – 73% (590 LF)
 - Required – 60%
 - Maximum Stories/Height
 - Max. Stories:
 - Proposed – 3 Stories
 - Maximum – 20 Stories
 - Max. Height:
 - Proposed 31'2"
 - Maximum – 240'
 - Max Building Length
 - Proposed – 263' for Building 1
 - Maximum – 300' (Buildings shall be articulated so that the longest side faces the front build-to-line. Where a parcel is located at the intersection of two or more streets, at least one building shall be placed at a corner in accordance with Art. 3.B.14.F.2.b.2), R-O-W/Easement Exception, and comply with the build-to-line for both streets)
- ULDC Section 3.B.14.J.2.B
 - Perimeter Buffer Width Reductions – 10' R/W buffer on Congress Avenue north property line provided - consistent with 50% reduction allowed by subsection.

c. Compatibility with Surrounding Uses

Response: The surrounding uses vary yet are consistent and compatible with the Project as it is designed to address any potential impacts on the surrounding area. The following table summarizes the nature of the development surrounding the Property:

Adjacent Property	Uses	FLU	Zoning
North	Vacant – Approved for Palm Beach Kennel Club Relocated Facilities	CH/8	MUPD
South	Belvedere Road/Palm Beach International Airport	UT	PO
West	Residential	MR-5	RM
West	Airport Related Uses	UT	PO
West	Rental Car Facility	IND	IL
East	Mobile Home Park	CH/8	CN
East	Office/Charter School/Warehouse Office	CH/8	MUPD
East	Assembly Non-Profit/Office/Warehouse/Repair & Maintenance/Community Space	CH/8	MUPD
East	Commercial Uses (Strip Mall/Liquor Store)	CH/8	CG

Uses to the west and east are described from the north heading south.

The foregoing table demonstrates that the Project is located within an area that which the majority of the land has established or approved commercial or utility/transportation uses. The property to the north will ultimately be developed with the relocated Kennel Club facilities, and the majority of the uses to the west are non-residential in nature either under the ownership of the Dept. of Airports or supporting airport related uses such as the rental car facility. There are residential uses along the northern portion of the west property line, which are being buffered consistent with that provided on the Kennel Club site plan to the north, including a Type 3 Incompatibility Buffer with a wall. To the south is the Belvedere Road right of way with the Airport to the south. To the east is a mobile home park, with the balance of the uses being non-residential in nature. The Hangar (Control No. 2010-00049/Exhibit 1) located to the east is currently under construction for five buildings containing warehouse, assembly non-profit and supporting light industrial uses. The proposed redevelopment will aid in improving the overall area and maintain create job opportunities associated with the use.

While the Project is generally complementary with the surrounding uses, care has been taken in the site design to mitigate any perceived impacts to the residential uses in the area to the west. The project provides for a code compliant 21' wide Type 3 Incompatibility Buffer along the west property line, inclusive of a six-foot wall. Additionally, the developed area of the site is

further separated from the west property line by 30' of open space that will be encumbered by a drainage easement that will be piped, allowing for passive use of the area.

d. Design Minimizes Adverse Impacts

Response: The design of the Project minimizes adverse impacts, including visual impact and intensity of the proposed use on adjacent lands. The Project is designed to be compatible with existing residential uses to the west with the provision of the Type 3 Incompatibility buffer 21' in width with a six foot wall, with landscape on both sides as required by code. Additionally, the fact that the 30' drainage easement is directly south of the buffer, it provides for additional open space between the parking area and the residential. The wall will also address any concerns with headlights impacting the residential.

To address the impacts of the future non-residential uses to the north to the future residents of the residential component, a 16' Type 2 Incompatibility Buffer with a six foot wall is provided with the exception of the cross-access location. The balance of the property outside of the residential redevelopment area will remain as existing, and is not immediately adjacent to any residential uses.

e. Design Minimizes Environment Impact

Response: The Rezoning minimizes environmental impacts, including, but not limited to, water, air, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment. The existing vegetation on the Kennel Club land area will remain. The majority of the native vegetation on the residential component are sabal palms, the majority of which will be relocated. An arborist report is included to support the minimal amount of palms that will be mitigated due to poor health. Additionally, as requested for the five areas to the north on the previously approval for the Kennel Club, an environmental report in regard to gopher tortoise burrows is also included verifying this is not an issue. Furthermore, the Project is designed to comply with all County, State, and federal environmental requirements.

f. Development Patterns

Response: The Rezoning will result in a logical, orderly, and timely development pattern. The Applicant proposes to continue the indoor entertainment use established at the Palm Beach Kennel Club site, which will result in the continued provision of established entertainment options and maintain the current job opportunities available associated with the use, while the new facilities are constructed to the north as approved.

The Property is located within an identified redevelopment area adjacent to a major thoroughfare with multiple commercial uses and recently constructed residential uses in the corridor as well. Furthermore, approval of the Project will promote efficient use of the County's land by redeveloping an infill property on a vacant portion of the existing site to

provide a mix of uses and position the balance of the property for future redevelopment when the Club relocates.

g. Adequate Public Facilities

Response: The Rezoning will not have an adverse effect on the ability of the County to provide adequate public facilities to the residents or businesses in the surrounding area. Please refer to the Traffic Statement, Drainage Statement and Historical Drainage Assessment that are included with this proposal.

h. Changed Conditions or Circumstances

Response: There are changed conditions or circumstances that necessitate the Rezoning. The overall 47± acre property was recently subdivided via a recorded plat waiver to create the separate 5.0 acre parcel to the north and the development order approved for the Kennel Club to relocate it's facilities to that parcel. While the first step in redevelopment will be the 16.05 residential component proposed here, the relocation of the Club allows for future redevelopment of the remainder of the property with a mix of residential and non-residential uses to create the urban redevelopment envisioned for the WCRA. This is a changed circumstance that warrants the rezoning.

Compliance with ULDC Section 3.E, Planned Development Districts

ULDC Section 3.E.1.A: The Project is consistent with the purpose of the MUPD zoning district to provide opportunities for enlightened and imaginative approaches to community planning and site design by: allowing flexibility from standard property development regulations; applying property development regulations to the entire project rather than individual lots, such as: access, parking, lot dimensions, lot frontage, and landscaping; and encouraging the creation of a unified image between buildings and signage through architecture and linkages between land uses. The proposed MUPD district is also consistent with the CH/8 FLU designation.

Article 3.E.1.C.1 – Design Objectives for a PDD

The use is also consistent with the following **Article 3.E.1.C.1 – Design Objectives** for a PDD as follows:

- a. *Contain sufficient depth, width, and frontage on a public street, or appropriate access thereto, as shown on the PBC Thoroughfare Identification Map to adequately accommodate the proposed use(s) and design.*

The proposed development is consistent with this PDD Design Objective. The MUPD proposes frontage on North Congress Avenue and Belvedere Road, which are identified on the County's Thoroughfare Identification Map and adequately accommodate the Project. The overall MUPD meets the depth, width and frontage requirements for the PDD.

- b. *Provide a continuous, non-vehicular circulation system which connects uses, public entrances to buildings, recreation areas, amenities, usable open space, and other land improvements within and adjacent to the PDD.*

The Project is designed to provide for connection of uses and usable open space areas/plaza spaces open to the public by a continuous non-vehicular circulation system within and cross access is provided to the future development site to the north.

- c. *Provide pathways and convenient parking areas designed to encourage pedestrian circulation between uses.*

The Project is designed to provide convenient parking and pedestrian connections from the parking areas to the multiple access points into the residential buildings. The placement of the parking with the residential buildings being central to the development allows for additional open space and pedestrian connections internal to the development and to the recreational area. A vehicular connection to the existing Kennel Club is maintained with sidewalk connections to the gaming facility as well as additional pedestrian routes to Congress Avenue.

- d. *Preserve existing native vegetation and other natural/historic features to the greatest possible extent.*

The existing plant material on the remainder Kennel Club Site will remain, and the vast majority of the existing sabal palms on the residential redevelopment area will be relocated.

- e. *Screen objectionable features (e.g., mechanical equipment, loading/delivery areas, storage areas, dumpsters, compactors) from public view and control objectionable sound.*

The Project is designed to provide appropriate screening for mechanical equipment, loading, and dumpsters. The proposed lift station will also be screened per code requirements.

- f. *Locate and design buildings, structures, uses, pathways, access, landscaping, water management tracts, drainage systems, signs and other primary elements to minimize the potential for any adverse impact on adjacent properties.*

As previously mentioned, the provision of the 21' Type 3 Incompatibility Buffer adjacent to the residential to the west, in combination with the additional open space of 30' for the drainage easement, and a setback 198' to the residential buildings all serve to protect the adjacent residential from any perceived adverse impacts.

- g. *Minimize parking through shared parking and mix of uses.*

The proposed plan proposes to maintain the existing improvements on the Kennel Club, with the exception of reducing the amount of parking provided, while still complying with the requirements as depicted on the approved Kennel Club site plan. The applicant has elected to continue calculating the required parking per code requirements separately for the Club and the new residential units, with the surplus of 20 spaces for the residential component being minimal.

- h. Creation of a strong pedestrian system through the design and placement of buildings connected to a common public space or usable open spaces;*

The Project is designed to create a strong pedestrian system within the residential component by having a robust sidewalk/pathway system between the residential buildings central to the site and to the three residential buildings fronting Congress Avenue for ease of access to the recreational facilities for the development.

- i. For PDD only, a minimum of one pedestrian amenity for each 100,000 square feet of GFA or fraction thereof shall be incorporated into the overall development to create a pedestrian friendly atmosphere. Suggested amenities include, but are not limited to:*

- 1) public art;*
- 2) clock tower;*
- 3) water feature/fountain;*
- 4) outdoor patio, courtyard or plaza; and*
- 5) tables with umbrellas for open air eating in common areas and not associated with tenant use (i.e., restaurant) or outdoor furniture.*

This requirement was created to address projects more non-residential in nature. As the Kennel Club land is to remain, it is anticipated that the future non-residential square footage developed will address this requirement. However, the residential component does provide for an oversized pedestrian plaza south of building 3, as well as an oversized pergola labeled as a pedestrian amenity that will also be part of the public open space being created along Congress Avenue.

Article 3.E.1.C.2 – Performance Standards for a PDD

The development proposal meets **Article 3.E.1.C.2 – Performance Standards** for a PDD as follows:

- a. Access and Circulation*

- 1) Minimum Frontage*
PDDs shall have a minimum of 200 linear feet of frontage along an arterial or collector street unless stated otherwise herein.

The Project exceeds this standard – 2,093’ of frontage is provided along Congress Avenue and 776’ along Belvedere Road.

- 2) *PDDs shall have legal access on an arterial or collector street.*

The overall MUPD provides access to both North Congress Avenue and Belvedere Road as depicted on the preliminary site plan, which meets this requirement for access on an arterial or collector.

- 3) *Vehicular access and circulation shall be designed to minimize hazards to pedestrians, non-motorized forms of transportation, and other vehicles. Merge lanes, turn lanes and traffic medians shall be required where existing or anticipated heavy traffic flows indicate the need for such controls.*

The Project provides for a right turn lane into the residential component, a left turn lane and access is located at an existing median opening.

- 4) *Traffic improvements shall be provided to accommodate the projected traffic impact.*

Please refer to the Traffic Analysis for discussion regarding traffic improvements. A right turn lane on Congress Avenue is proposed to allow for vehicles to maneuver out of the southbound through lane when accessing the site, as well as a northbound left turn lane into the development.

- 5) *Cul-de-sacs*

No local streets or cul-de-sacs are proposed. As such, the Project meets this Performance Standard.

- 6) *Nonresidential PDDs shall provide cross access to adjacent properties where possible, subject to approval by the County Engineer.*

As mentioned, cross access has been provided to the property to the north and maintained to the south into the existing Kennel Club land area.

- 7) *Streets shall not be designed nor constructed in a manner which adversely impacts drainage in or adjacent to the project.*

No streets are proposed.

- 8) *Public streets in the project shall connect to public streets directly adjacent to the project. If no adjacent public streets exist, and the County Engineer determines that a future public street is possible, a connection to the property line shall be provided in a location determined by the County Engineer. This standard may be waived by the BCC.*

No public streets are proposed as a part of the Project.

b. Street Lighting

Streetlights shall be a maximum of 25 feet in height and shall be installed along all streets 50 feet in width or greater. The light fixture shall be designed to direct light away from residences and onto the sidewalk and street and shall comply with Article 5.E, PERFORMANCE STANDARDS.

No streets are proposed with the Project. All lighting within the drive aisles and parking areas within the residential component will comply with County code.

c. Median Landscaping

Refer to the most recent Engineering and Public Works Operations - Streetscape Standards available from the PBC Engineering Department.

This Performance Standard will be addressed as necessary although it is not anticipated that landscape would be installed in either Congress Avenue or Belvedere.

d. Street Trees

Street trees shall meet the Canopy tree requirements of Article 7, LANDSCAPING and planting standards pursuant to Engineering and Public Works Operations – Streetscape Standards, and as follows:

- 1) Street trees shall be spaced an average of 50 feet on center. Palms meeting the requirements of Article 7, LANDSCAPING and Engineering and Public Works Operations - Streetscape Standards, may be planted as street trees if spaced an average of 40 feet on center.*
- 2) Street trees shall be located along both sides of all streets 50 feet in width or greater and shall be planted between the edge of pavement and sidewalk. Appropriate root barrier techniques shall be installed where applicable.*
- 3) Street trees shall be installed in accordance with the phasing of the Planned Development pursuant to Art. 7.E.4.B.1, Planned Developments. For Residential PDDs, planting of street trees shall be completed prior to the issuance of the final certificate of occupancy within that phase or pursuant to conditions of approval.*
- 4) This requirement may be waived or modified by the County Engineer if the location of the proposed street trees conflict with requirements of Art.11, SUBDIVISION, PLATTING AND REQUIRED IMPROVEMENTS.*

This Performance Standard is not applicable as no public roads are proposed.

e. Bike Lanes

Bike lanes shall be provided in all streets 80 feet in width or greater, unless an alternative is approved by the County Engineer in accordance with Article 11, SUBDIVISION, PLATTING, AND REQUIRED IMPROVEMENTS.

This Performance Standard is not applicable as no public roads are proposed.

f. Mass Transit

All nonresidential PDDs over five acres and 50,000 square feet, and all PUDs over 50 units, shall comply with the following, unless waived by the DRO:

- 1) The location of a Bus Stop, Boarding and Alighting Area shall be shown on the master plan and/or final site plan prior to approval by the DRO, unless written conflicts that one is not required. The purpose of this easement is for the future construction of Mass Transit infrastructure in a manner acceptable to Palm Tran;*
- 2) Prior to the issuance of the first building permit, the property owner shall convey to PBC an easement for a Bus Stop, Boarding and Alighting Area, in a location and manner approved by Palm Tran. As an alternative, prior to Technical Compliance of the first plat, the property owner shall record an easement for a Bus Stop, Boarding and Alighting Area in a manner and form approved by Palm Tran. The property owner shall construct continuous paved pedestrian and bicycle access compliant with the Americans with Disabilities Act (ADA) to and through the Bus Stop Boarding and Alighting Area; and*
- 3) All PDDs with more than 100 units shall comply with the following requirement:*

Prior to the issuance of the building permit for the 100th unit, the petitioner shall construct a Palm Tran approved mass transit shelter with appropriate access lighting, trash receptacle and bicycle storage. The location of the shelter shall be within an approved Bus Stop Boarding and Alighting Area easement. Any and all costs associated with the construction and perpetual maintenance shall be funded by the petitioner.

The Applicant is depicting a proposed Palm Tran easement on Congress Avenue adjacent to the area associated with the residential redevelopment area as depicted on the preliminary site plan. The existing PalmTran bus stop is shown to remain adjacent to the area associated with the club.

g. Utilities

All utility services located in a utility easement, such as telephone, cable, gas, and electric, shall be installed underground or combination/alternative acceptable to the DRO.

Utility services for the Project will be designed to comply with this Standard.

h. Parking

- 1) Residential Uses*

Parking for residential uses shall comply with Article 6, PARKING. The DRO may require a covenant to be recorded limiting the affected area to a specific use or uses.

The parking proposed in the residential development area is code compliant and the free parking areas and existing parking on the Kennel Club area is proposed to remain as currently constructed.

2) *Nonresidential Uses*

Non-residential uses located within a PDD may apply the parking standards indicated in Table 6.B.1.B, Minimum Parking and Loading Requirements, based on the use or the minimum/maximum parking standards below or a combination of both. The Site Plan shall clearly indicate which parking standards are being utilized for the entire site.

Again, parking on the Kennel Club parcel is proposed to remain in its current configuration except for the north paved areas which are now included in the residential redevelopment.

3) *Design*

Parking areas open to the public shall be interconnected and provide safe efficient flow of traffic. Parking areas directly adjacent to other parking areas in the same project shall have cross access.

Parking is designed for interconnectivity between the residential component, the existing Kennel Club and the future Kennel Club location to the north.

4) *Cross Access*

Cross access shall be provided to adjacent internal uses/properties, if required by the DRO.

Cross access is depicted on the preliminary site plan between both uses within the MUPD and also to the property to the north.

5) *Location-Non-residential PDDs*

A minimum of ten percent of the required parking shall be located at the rear or side of each building it is intended to serve.

The Project is not considered a purely non-residential PDD as such this standard does not apply to the current preliminary site plan.

6) *Distance*

All parking spaces shall be located within 600 linear feet of a public entrance of the building which it is intended to serve.

a) *Remote Parking Areas*

Paved pedestrian pathways shall be provided to all parking areas in excess of 400 feet from a public entrance. Pathways shall be unobstructed grade separated and/or protected by curbs, except when traversing a vehicular uses area, and clearly marked.

The existing Kennel Club parking areas are to remain. Pedestrian connections to the Free Lots are provided.

i. Way Finding Signs

Off-site directional signs, consistent with the on-site directional sign standards in Article 8, SIGNAGE, may be allowed along internal streets in the R-O-W, subject to approval by the County Engineer.

It is not anticipated way finding signs will be required, at least until the redevelopment of the balance of the site takes place.

j. Emergency Generators - A permanent emergency generator shall be required for all Type II and Type III CLFs, Nursing or Convalescent Facilities, and PDD clubhouses 20,000 square feet or greater, and shall meet the standards of Art. 5.B.1.A.18, Permanent Generators.

This Performance Standard is not applicable to the Project.

Article 3.E.3.B.1 – Design Objectives for a MUPD

The development proposal meets **Article 3.E.3.B.1 – Design Objectives** for a MUPD as follows:

a) Allow for both residential and non-residential uses within a project that is designed to incorporate vertical or horizontal integration of residential uses, to foster compatibility within and adjacent to the project;

The proposed MUPD is proposing both residential and existing non-residential uses which will be horizontally integrated until redevelopment of the remainder of the land area.

b) Provide innovative building location and orientation;

Innovative architectural design and site layout is utilized to provide for public usable open space along Congress Avenue. An oversized plaza with pergola is provided via the proposed placement of Building 2. Building 1 is placed fronting on Congress Avenue such that pedestrian connection is maintained to the usable open space to the west of the building. Clustering the balance of the buildings interior to the parking allows for additional open space and pedestrian connections between the buildings and the recreation area. The proposed use of utilizing the piped drainage easement to the north and west as open space to provide for a passive pathway is an innovative use of area as well.

c) *Protect adjacent residential uses from potential adverse impacts;*

As outlined, the buffers provided along the west and north portion of the residential component will serve to protect not only the adjacent residential to the west, but also the future residents of the development. The open space associated with the 30' drainage easement and the separation distance between the residential buildings and the homes to the west of 198' also mitigate any potential impacts

d) *Provide interconnection between uses in and adjacent to the project;*

Again, interconnectivity between the existing uses and the proposed residential within the MUPD is maintained with the design and a vehicular and pedestrian connection is provided to the parcel to the north.

e) *Allow for landscape design that enhances the appearance of the project;*

While the landscape is not yet designed, a 10' buffer is provided along Congress Avenue in the residential redevelopment area consistent with the approved project to the north, to begin to create a consistent theme and design along the corridor. Not unlike other recently constructed multifamily development in the corridor within the WCRA, the units in Buildings 1 through 3 all have sidewalks accessing Congress Avenue to create a safer environment with more eyes on the street as well as the usable open space available to the public.

Article 3.E.3.B.2 – Performance Standards for a MUPD

The development proposal meets **Article 3.E.3.B.2 – Performance Standards** for a MUPD as follows:

a. *Non-vehicular circulation;*

The proposed site design provides for a high level of circulation for pedestrians, including appropriate connections across vehicular use areas. Internal sidewalks connect to the sidewalks along public streets. Where sidewalks cross vehicular use areas, they are designed to be constructed of pavers, brick, decorative concrete, or similar pavement treatment.

b. *Landscape buffers;*

Landscaping is proposed to provide an attractive streetscape and enhance the design features of the Project. As mentioned above, the code required MUPD Type 3 Incompatibility Buffer is being provided along the west property line where adjacent to residential and the Congress Avenue buffer is using the CRA allowance for a reduction of 50% in width.

c. *Cross access;*

Cross access to the balance of the site retaining the Kennel Club improvements is maintained, as we as cross-connectivity to the property to the north.

d. *Parking;*

Compliance with parking standards is indicated on the proposed site plan. The residential redevelopment area is utilizing the multifamily parking regulations in WCRAO Table 3.B.14. for the project and is maintaining the parking uses and methodology depicted on the approved Kennel Club site plan for the existing Club.

MUPD Property Development Regulations

The proposed development is consistent with Table 3.E.3.D – MUPD Property Development Regulations. Therefore, the Petitioner demonstrates consistency with the Code, with the approval of the requested variance.

- Lot Dimensions
 - Min. Size
 - Proposed – 5 acres
 - Required – 5 acres
 - Min. Lot Frontage/Lot Width
 - Proposed – 2,093.26'
 - Required – 300'
 - Min. Lot Depth:
 - Proposed - 776.63'
 - Required – 300'
 - Max. Building Coverage
 - Proposed - 16%
 - Maximum - 40% (60% allowed in Table 3.B.14.F – WCRAO Non-Residential and Mixed-Use Sub-area PDR's – Footnote 3)
- Build-to-Line/Setbacks
 - Front (Congress Avenue)
 - Proposed – 23' - 40' (Subject of DRO Adjustment from WCRAO standards)
 - Required – 30'
 - Side Street (Belvedere)
 - Proposed - 42'
 - Required – 30'
 - Side
 - Proposed – 68'
 - Required – 30'
 - Rear

- Proposed – 105'
- Required – 30'

The Project proposes redevelopment of a vacant and underutilized portion of the property located along the North Congress Avenue thoroughfare with the WCRAO area. The Project's proposed mix of uses and the ultimate redevelopment of the balance of the property will result in the provision of a wider range of goods and services and housing options than is currently available in this area of the County.

Article 5:

Response: The Project complies with ULDC Sections 5.B.1.A.8.A, 5.B.1.A.8.B, 5.B.1.A.8.C.2, and 5.B.1.A.8.D as all refuse containers will be stored in a storage area with a minimum dimension of ten feet (10') by ten feet (10'), located to minimize turning and backup movements by pick-up and removal vehicles, set back a minimum of twenty-five feet (25') from the property line, and screened from view by a solid enclosure and a swing-gate. Per ULDC Section 5.C Architectural Review and recent direction from staff, architectural review is included in this request as part of the public hearing process.

Article 6:

Response: The Project complies with the parking regulations in Article 6 with the provision of 622 parking spaces for the residential component where 602 parking spaces are required. Parking for the Kennel Club maintains compliance with 1,569 spaces provided where 1,215 are required.

Article 7:

Response: The Project is designed to comply with or exceed the landscape standards within Article 7. The proposed ROW buffer width along Congress Avenue is 10 feet, permitted per the landscape buffer reduction of 50% per the WCRA. The provided 21' Type 3 incompatibility buffer with a six foot wall along the west property line meets the 20' width requirement. The provided 16' Type 2 Incompatibility Buffer along the north property line with a wall is also in compliance.

Class A Conditional Use for Density Bonus Request

Pursuant to Table 3.B.14.H – WCRAO Density Bonus Pool Approval, any request for a density bonus from the pool to a PDD requires the approval as a Class A Conditional Use. The request for the 325 units is permitted per Table 3.B.14.H – WCRAO Density Bonus Pool Limits as the UG designation allows for up to an additional 150 units per acres. Based on the land area of the residential component of 16.05 acres equates to only a density bonus per acre of .20 units per acre. The Conditional Use standards for this request are addressed below.

a. Consistency with the Plan - The proposed use or amendment is consistent with the purposes, Goals, Objectives, and Policies of the Plan, including standards for building and structural intensities and densities, and intensities of use. [Ord. 2007-001]

Response: The request is consistent with the plan as the ULDC is the implementing document for the Plan and creates the Density Pool and procedures to request units from the pool. Of note, there are current requests to amend both the Plan and the Code to allow for an increase to the number of units in the Density Pool, but that has not yet taking place. However, the number of units being requested is available within the pool

The request will be consistent with policy 1.2.3-b., Bonus Density Pool, with a recommendation from the WCRA for approval. Policy 1.2.3-e states that the policies of Objective 1.2, the Urban/Suburban Tier, as well as the policies of Sub-Objective 1.2.1, the Revitalization and Redevelopment Overlay, shall apply within the Westgate/Belvedere Homes Community Redevelopment Area Overlay (WCRAO).

The request is consistent with Objective 1.2 of the U/S Tier in that Policy 1.2-b. shall encourage and support sustainable urban development, including restoration, infill and adaptive reuse.

SUB-OBJECTIVE 1.2.1 Revitalization, Redevelopment, and Infill Overlay (RRIO) states that the County shall establish incentives and make resources available, when feasible, to encourage revitalization, redevelopment, and infill in areas identified as a RRIO that are in need of assistance. The County shall work closely with residents, businesses, property owners, governmental agencies, and stakeholders to advance concepts and strategies that guide future revitalization, redevelopment, and infill activities in these areas. The request is consistent with the sub-objective as it is for the incentive for additional density to further the redevelopment in the Congress Avenue corridor.

b. Consistency with the Code The proposed use or amendment is not in conflict with any portion of this Code, and is consistent with the stated purpose and intent of this Code. [Ord. 2007-001] [Ord. 2018-002]

Response: The Density Bonus request is consistent with the code as it is within the limits established within Table 3.B.14.H.

c. Compatibility with Surrounding Uses The proposed use or amendment is compatible and generally consistent with the uses and character of the land surrounding and in the vicinity of the land proposed for development. [Ord. 2007-001]

Response: As outlined above the majority of the uses in this area are non-residential in nature, with the exception of the residential to the west. The introduction of residential uses as proposed is less impactful than the approved relocated uses of the Kennel Club on the parcel to the north, already deemed compatible with the surrounding uses in conjunction with the review of the rezoning to MUPD for the parcel.

d. Design Minimizes Adverse Impact - The design of the proposed use minimizes adverse effects, including visual impact and intensity of the proposed use on adjacent lands.

Response: The design of the residential component minimizes adverse impact to the residential uses to the west via the 21' Type 3 Incompatibility Buffer with wall along that property line, the additional 30' wide open space to the south of the buffer and the excessive setback to the residential buildings of 198'.

e. Design Minimizes Environmental Impact - The proposed use and design minimizes environmental impacts, including, but not limited to, water, air, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment. [Ord. 2007-001]

Response: The majority of the native materials on site are sabal palms, which will mostly be relocated and the existing material on the Kennel Club land area will remain. Additionally, a gopher tortoise survey has been provided to alleviate any concern in that regard. There are no anticipated impacts associated with water, air, stormwater management and no wetlands have been identified that would require mitigation.

f. Development Patterns - The proposed use or amendment will result in a logical, orderly, and timely development pattern. [Ord. 2007-001]

Response: As outline in the rezoning standards, the infill development of the residential on the vacant area of the parcel is logical and also timely as the amount of housing options within the County is in need of increase to meet the current and future demand as additional population is drawn to the area.

g. Adequate Public Facilities - The extent to which the proposed use complies with Art. 2.F, Concurrency (Adequate Public Facility Standards). [Ord. 2007-001]

Response: The Rezoning will not have an adverse effect on the ability of the County to provide adequate public facilities to the residents or businesses in the surrounding area. Please refer to the Traffic Statement, Drainage Statement and Historical Drainage Assessment that are included with this proposal.

h. Changed Conditions or Circumstances There are demonstrated changed site conditions or circumstances, provided by the Applicant's Justification Statement that necessitates a modification. [Ord. 2007-001] [Ord. 2018-002]

Response: There are changed conditions or circumstances that necessitate the use of the Density Bonus Pool units. As Palm Beach County has recently become a location attracting major business relocations, and the impact of the lack of available land for infill and redevelopment purposes, the costs of development as also increased. Likewise, the lack

of affordable housing and the need to address the increase in population as a result of the attractiveness of the area are also changed conditions. The allowance for the increase in density, which is envisioned within the WCRAO, will allow for a feasible and sustainable redevelopment on the property.

WCRA Standards for Density Bonus

WCRA Recommendation In accordance with Plan FLUE Sub-Objective 1.2.3 and Policy 1.2.3-b, any proposed project that includes a request from the Density Bonus Pool must obtain a recommendation of approval from the WCRA in accordance with the standards of Art. 3.B.14.D, Development Review Procedures consistent with the provisions below: [Ord. 2006-004] [Ord. 2007-013] [Ord. 2011-011] [Ord. 2021- 006]

1) Facilitates the development of diverse, quality housing stock that addresses a mix of income levels pursuant to WCRA Community Redevelopment Plan Housing Policy Goal 3.1 and Objective 3.2; [Ord. 2021-006]

Response: Goal 3.1 is to create and maintain diverse, quality housing stock that addresses a mix of community, local and regional needs and income levels. The project will serve to provide a multifamily product type not prevalent in the Congress Avenue corridor providing for a more diverse, quality housing stock.

3.2. Objectives include

1) To enhance the existing housing stock and facilitate the development of new residential units that attract a mix of income levels, addresses disadvantaged or special needs populations, and encourages mixed use where appropriate through program development and funding efforts;

The project will enhance the existing housing stock and provide for an alternative project type while providing workforce housing units.

2) To improve the quality of life for residents through neighborhood improvements that include expanding and supporting housing stock through home improvements programs, increasing home ownership, property maintenance, aesthetic “curb appeal” considerations like lighting, hardscaping, landscaping, public safety considerations, and public infrastructure and facility projects; and,

This standard objective is more targeted towards the existing residential in the overlay rather than new infill redevelopment

3) To address social issues that impact community stability and limit redevelopment opportunities

Not applicable.

Furthermore, the 2017 update to the Plan specifically addresses the need for housing and that the CRA will consider strategies and incentives that seek to create the ratio balance

that works for potential residential developers. The density bonus will facilitate the development of additional housing options in the area.

2) Meets the requirements of Table 3.B.14.E, WCRAO Minimum/Maximum Residential and Non-Residential Uses, Table 3.B.14.E, WCRAO Sub-area Use Regulations, Table 3.B.14.F, WCRAO Non-Residential and Mixed-Use Sub-area PDRs, and Table 3.B.14.F, WCRAO Residential PDRs, as applicable; [Ord. 2021-006] [Ord. 2021-023]

Response: The development is in compliance with all of these requirements upon the granting of the variance to the plaza depth and the DRO allowance to adjust the build-to line.

3) Provides a minimum of five percent of the project residential square footage as outdoor space for resident use, which may include but not be limited to: individual unit porches, patios, and/or balconies; usable open space for on-site common outdoor amenities such as grilling areas and tot lots; or, neighborhood amenities such as pedestrian streetscapes with furnishings, landscaping, or hardscape elements; and, [Ord. 2021-006]

Response: The preliminary site plan is in compliance with the provision of .82 acres of usable open space for resident uses, which includes balconies, as well as recreational spaces.

4) For projects with ten or more units, provides a minimum of 20 percent of the total units in the project as on-site affordable and workforce housing units such that: [Ord. 2021-006]

Response: The plan is in compliance with 81 workforce housing units being provided in the income categories listed below. The project is also electing to utilize the Method 1 Architecture Review process and has submitted elevations consistent with the requirements in Article 5 and the workforce units will comply with the current code in regard to the enforcement provisions.

a) A minimum of ten percent, with no more than 40 percent of the total project units qualify at or below the Workforce Housing Program Low-Income Category; and a minimum of ten percent of the total project units qualify as Workforce Housing Moderate 1 Income Category, as defined in Art. 5.G.1.A.3.b, Income Categories; [Ord. 2021-006]

b) These units meet Art. 5.G.1.A.3.h, Design Standards; and, [Ord. 2021-006]

c) These units meet the provisions of Art. 5.G.1.D, Delivery of WHP Units and Art. 5.G.1.E, Enforcement. [Ord. 2021-006]

Variance Request

The variance request to increase the depth of the plaza beyond the maximum depth of 25' associated with the allowance for optional plazas and squares. The request applies to the plaza that is located along the Congress Avenue frontage, east of Building 2. The proposed plaza is 75' in depth where the Table defines a maximum depth of 25'. However, the applicant is also proposing to exceed the minimum width of 20' by providing 166' in width. The variance will allow for the provision of a much larger plaza area open to the public,

which will at a minimum also include a pergola and outdoor open space. While the code allows for the width to be only 20' in length, it limits the depth to 25'. The allowance to increase the depth creates a much more impactful public realm while the placement of the pergola still meets the intent of the code to place a structure at the build-to line.

Variance No.	ULDC Reference Article/Section	Required	Proposed	Variance	Approval Date/ Resolution No.
1	Table 3.B.14.F. WCRAO Non-Residential & Mixed-Use Sub-Area PDR's	10-25' Build To Line Congress Avenue for Residential Component Plaza and Squares Max. depth of 25'	Max. depth of 75'	50'	

The Standards for the Zoning Variance are addressed below:

a. Special conditions and circumstances exist that are peculiar to the parcel of land, building, or structure, that are not applicable to other parcels of land, structures, or buildings in the same district;

Response: A special circumstance exists where the requirement of the ULDC to provide for 5% usable public open space for MUPD's within the WCRAO. This requirement necessitates that the public open space be sited towards the public realm, being the street, while keeping in mind the more private spaces associated with the residential units themselves. This adds to the need to increase the size of the plaza to comply with this code requirement. This is a special circumstance that is peculiar to the residential component of a mixed use MUPD in the WCRAO that is not applicable to other MUPD's in the County.

b. Special circumstances and conditions do not result from the actions of the Applicant;

Response: This is not a special circumstance as a result of the action of the applicant, but of the MUPD requirement for usable public open space across the board in the county, not taking into account the form based code within the WCRAO. MUPD's outside of the WCRAO that are horizontally integrated have more flexibility in regard to locating the public open space outside of the residential area of the MUPD.

c. Granting the Variance shall not confer upon the Applicant any special privilege denied by the Plan and this Code to other parcels of land, buildings, or structures, in the same district;

Response: The granting of the variance will not confer any special privilege as all variances are permitted to be requested by other parcels within the MUPD district, but based upon the unique circumstance associated with the request.

d. Literal interpretation and enforcement of the terms and provisions of this Code would deprive the Applicant of rights commonly enjoyed by other parcels of land in the same district, and would work an unnecessary and undue hardship;

Response: The literal intent of the code is being met with the request as not only the code required usable public open space is being provided in an appropriate location to respect the residents of the development, but the provision of the pergola will serve to create a consistent visual build-to line with the proposed locations of Buildings 1 and 3.

e. Granting the Variance is the minimum Variance that will make possible the reasonable use of the parcel of land, building, or structure;

Response: The variance is the minimum necessary in order to provide for an innovative design that provides for the MUPD required amount of public open space, while respecting the future residents' privacy and sense of security.

f. Granting the Variance will be consistent with the purposes, Goals, Objectives, and Policies of the Plan, and this Code; and,

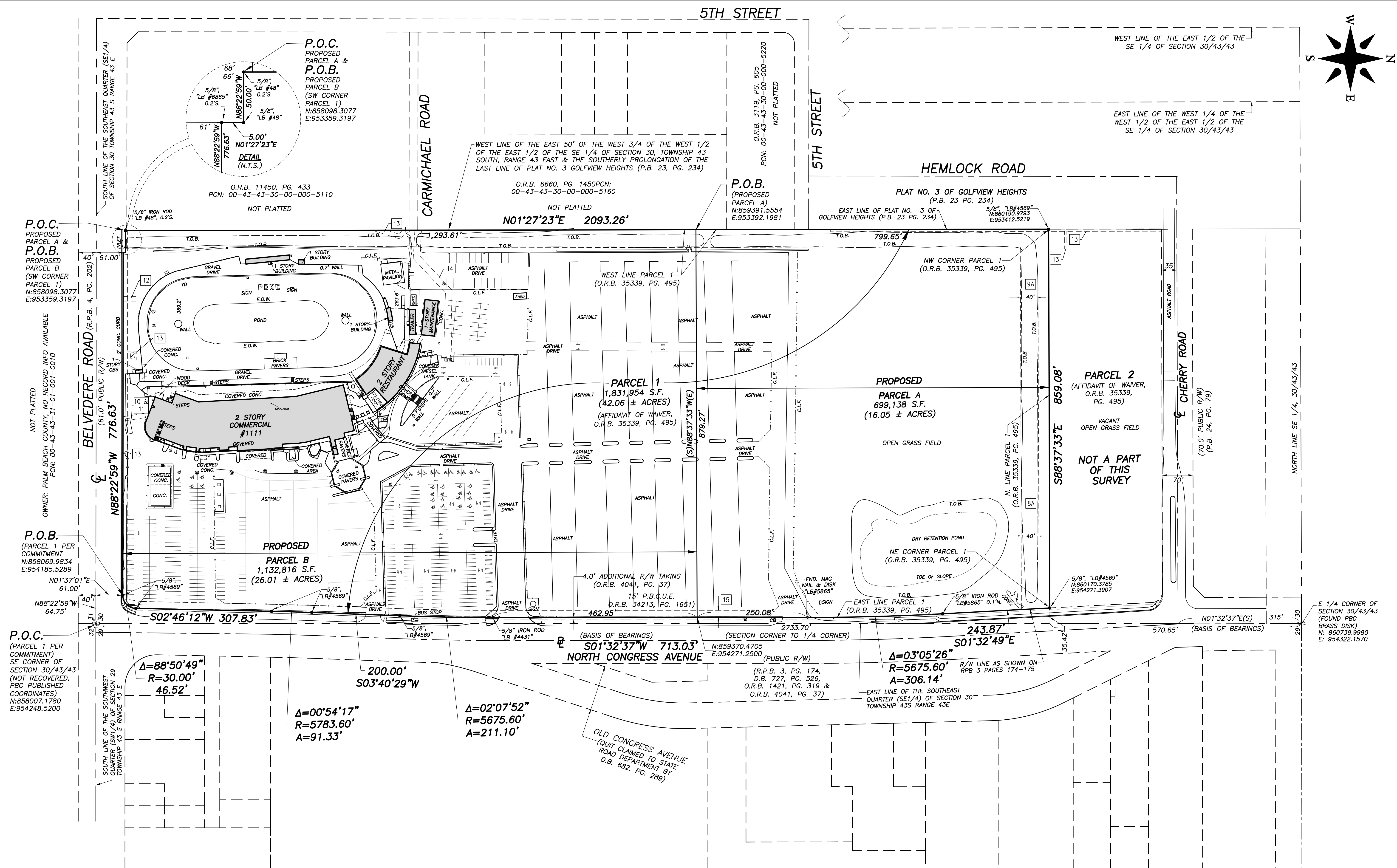
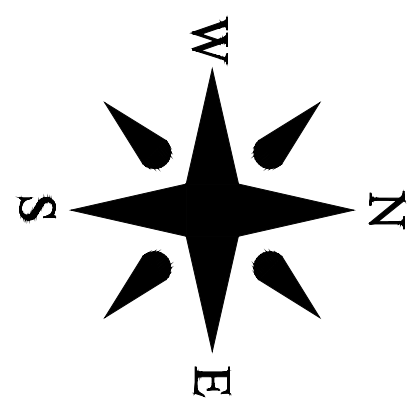
Response: The request is not inconsistent with the goals, objectives and policies of the Plan and the Code. The implementation in the code of creating sufficient public open space for mixed MUPD's is still being met, while the provision of the pergola provides for the visual aspect of the build-to line along Congress Avenue to be created.

g. Granting the Variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

Response: The granting of the variance will not be injurious to the area or detrimental to the public welfare. The provision of the oversized plaza to comply with the public open space aids in creating the urban streetscape and the residents of the development have additional open space and recreational amenities as proposed.

CONCLUSION

This application is consistent with the Goals and Objectives of The Plan and meets the technical requirements of the ULDC with the variance and DRO adjustment granted. Based on the above and attached information, the Applicant respectfully requests approval of the Rezoning to MUPD, Class A Conditional Use of utilizing the Density Pool Bonus for a PDD, and Type 2 Variance requests detailed above. The Project Managers at UDS are Joni Brinkman, JBrinkman@udsflorida.com, Michelle Cuetara, MCuetara@udsflorida.com, and Lentzy Jean-Louis, Ljean-louis@udsflorida.com, who can be reached via email or by phone at 561-366-1100. Please contact us with any questions or for additional information in support of the requested application.



P.O.C. PROPOSED PARCEL A & P.O.B. PROPOSED PARCEL B (SW CORNER PARCEL 1) N:858098.3077 E:953359.3197

OWNER: PALM BEACH COUNTY, NO RECORD INFO AVAILABLE PCN: 00-43-43-31-01-001-0010 NOT PLATTED BELVEDERE ROAD (R.P.B. 4, PG. 202) (61.0' PUBLIC R/W) 776.63'

P.O.B. (PARCEL 1 PER COMMITMENT) N:858069.9834 E:954185.5289

P.O.C. (PARCEL 1 PER COMMITMENT) SE CORNER OF SECTION 30/43/43 (NOT RECOVERED, PBC PUBLISHED COORDINATES) N:858007.1780 E:954248.5200

P.O.C. PROPOSED PARCEL A & P.O.B. PROPOSED PARCEL B (SW CORNER PARCEL 1) N:858098.3077 E:953359.3197

O.R.B. 11450, PG. 433 PCN: 00-43-43-30-00-000-5110 NOT PLATTED

WEST LINE OF THE EAST 50' OF THE WEST 3/4 OF THE WEST 1/2 OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 30, TOWNSHIP 43 SOUTH, RANGE 43 EAST & THE SOUTHERLY PROLONGATION OF THE EAST LINE OF PLAT NO. 3 GOLFVIEW HEIGHTS (P.B. 23, PG. 234)

O.R.B. 6660, PG. 1450 PCN: 00-43-43-30-00-000-5160 NOT PLATTED

N01°27'23"E 2093.26'

P.O.B. (PROPOSED PARCEL A) N:859391.5554 E:953392.1981

PLAT NO. 3 OF GOLFVIEW HEIGHTS (P.B. 23 PG. 234)

EAST LINE OF PLAT NO. 3 OF GOLFVIEW HEIGHTS (P.B. 23 PG. 234)

WEST LINE OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 30/43/43

EAST LINE OF THE WEST 1/4 OF THE WEST 1/2 OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 30/43/43

PARCEL 1 1,831,954 S.F. (42.06 ± ACRES) (AFFIDAVIT OF WAIVER, O.R.B. 35339, PG. 495)

PROPOSED PARCEL A 699,138 S.F. (16.05 ± ACRES)

PARCEL 2 (AFFIDAVIT OF WAIVER, O.R.B. 35339, PG. 495) VACANT OPEN GRASS FIELD NOT A PART OF THIS SURVEY

PROPOSED PARCEL B 1,132,816 S.F. (26.01 ± ACRES)

(BASIS OF BEARINGS) S01°32'37"W 713.03' (SECTION CORNER TO 1/4 CORNER) N:859370.4705 E:954271.2500 (PUBLIC R/W)

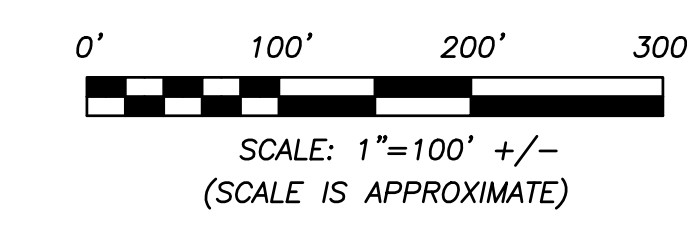
Δ=03°05'26" R=5675.60' A=306.14' R/W LINE AS SHOWN ON RPB 3 PAGES 174-175

Δ=88°50'49" R=30.00' A=46.52'

Δ=00°54'17" R=5783.60' A=91.33'

Δ=02°07'52" R=5675.60' A=211.10'

OLD CONGRESS AVENUE (QUIT CLAIMED TO STATE ROAD DEPARTMENT BY D.B. 682, PG. 289)



BEARING ROTATION EQUATION: NAD83/90 (SURVEY) S01°32'37"W 500°00'00"W R/W DEED/ASSUMED (O.R.B. 4041, PG. 37)

- STATE PLANE COORDINATE NOTES:
- COORDINATES SHOWN HEREON ARE GRID AND ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM ON THE NORTH AMERICAN DATUM OF 1983/1990 ADJUSTMENT.
 - ZONE = FLORIDA EAST
 - SCALE FACTOR = 1.00004275
 - SCALE FACTOR X GROUND DISTANCE = GRID DISTANCE
 - BEARINGS SHOWN HEREON ARE GRID AND ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 30, TOWNSHIP 43 SOUTH, RANGE 43 EAST WHICH BEARS SOUTH 01°32'37" WEST.
 - ALL DISTANCES SHOWN HEREON ARE GROUND UNLESS LABELED OTHERWISE AND ARE IN U.S. SURVEY FEET AS MEASURED ON HORIZONTAL PLANE.

SURVEY HORIZONTAL CONTROL & SURROUNDING PROPERTIES

WALLACE SURVEYING
A DIVISION OF LANDTEC CONSTRUCTION SURVEYING, LLC, LB #8598
5553 VILLAGE BOULEVARD, WEST PALM BEACH, FLORIDA 33407 • (561) 940-4551

FIELD: J.D.	JOB No.: 195070.7-SE	F.B. WP208	PG. 59
OFFICE: R.C.	DATE: 01/08/2025	DWG. No.: 23-1108-9	
C'K'D.: C.W.	REF.: 23-1108.dwg	SHEET: 2 OF 4	

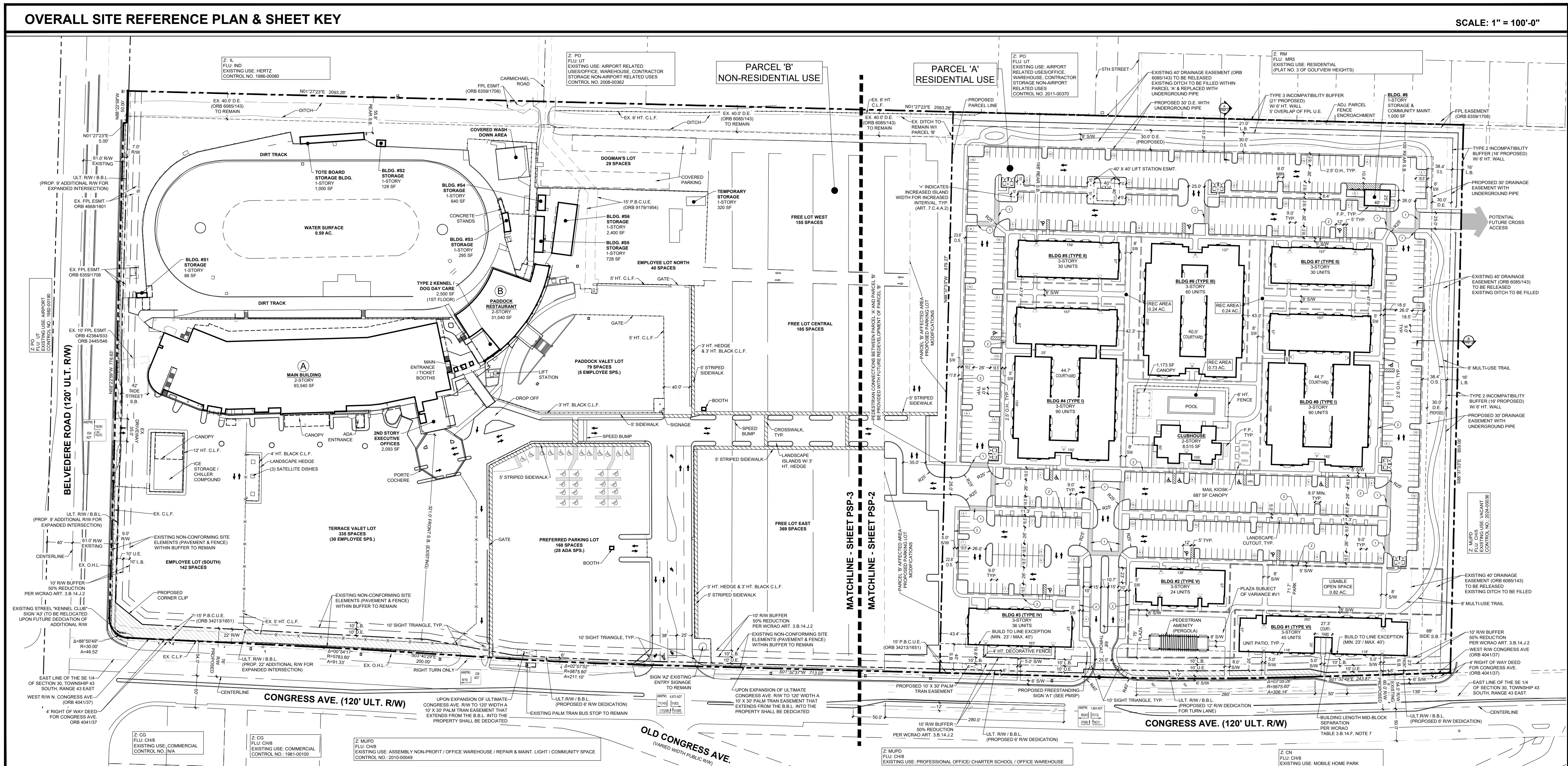


WALLACE SURVEYING
 A DIVISION OF LANDTEC CONSTRUCTION SURVEYING, LLC, LB #859
 5553 VILLAGE BOULEVARD, WEST PALM BEACH, FLORIDA 33407 | (561) 640-4551

FIELD: J.D.	JOB No.: 195070.7-SE	F.B. WP208	PG. 59
OFFICE: R.C.	DATE: 01/08/2025	DWG. No.: 23-1108-9	
C'K'D.: C.W.	REF.: 23-1108.dwg	SHEET: 4 OF 4	



NOT PLATTED
 Δ=03°05'26"
 R=5675.60'
 A=306.14'



SITE DATA

APPLICATION NAME: WESTGATE VILLAGE MUPD
 CONTROL NO.: 83-050
 APPLICATION NO.: ----
 LAST BCC APPROVAL: ----
 TIER: U/S
 EXISTING FUTURE LAND USE: CH/S
 EXISTING ZONING DISTRICT: CG/RH
 MUPD
 PROPOSED ZONING DISTRICT: WCRAO - UG / URA / RRO
 OVERLAY / STUDY AREA: 00-43-43-30-00-000-5180 (A PORTION OF)
 PROPERTY CONTROL NO.: OFFICE / TYPE 2 KENNEL /
 EXISTING USE: DOG DAY CARE / RESTAURANT / INDOOR ENTERTAINMENT
 RESIDENTIAL, MULTI-FAMILY
 OFFICE / TYPE 2 KENNEL /
 DOG DAY CARE / RESTAURANT / INDOOR ENTERTAINMENT

PROPOSED USES:

GROSS SITE AREA: 42.06 AC (1,831,954 SF)
 PARCEL 'A' RESIDENTIAL: 16.05 AC
 PARCEL 'B' NON-RESIDENTIAL: 26.01 AC

NET SITE AREA: 41.36 AC
 PARCEL 'A' EXCLUDES 0.16 AC. R/W DEDICATION FOR CONGRESS AVE
 PARCEL 'B' EXCLUDES 0.54 AC. R/W DEDICATION FOR CONGRESS AVE. & BELVEDERE RD.

RESIDENTIAL DATA

PROPOSED DWELLING UNITS: 405 DU
 HOUSING TYPE: MULTIFAMILY
 HOUSING CLASSIFICATION: ATTACHED
 PROPOSED DENSITY (BASED ON PARCEL 'A' 16.05 AC.): 25.23 DU/AC

PROPOSED WCRAO DENSITY BONUS PROGRAM

BASE DENSITY (5 DU/AC X 16.05 AC) = 80 DU
 PROPOSED UNITS FROM BONUS PROGRAM = 325 DU BONUS
 PROPOSED BONUS DENSITY (325 / 16.05 AC) = 20.25 DU/AC

PROPOSED WHP PROGRAM

20% WHP = 81 DU
 10% LOW INCOME RANGE = 40 DU
 10% MODERATE 1 INCOME RANGE = 41 DU

RESIDENTIAL BUILDING COVERAGE: (INCLUDES CANOPIES FOR WEATHER PROTECTION)

157,960 SF

NON-RESIDENTIAL DATA

TOTAL BUILDING SQUARE FOOTAGE: 135,272 SF
 FAR: 0.07 FAR

PRINCIPAL USE BUILDING SUMMARY:

'A' MAIN BUILDING: 93,540 SF
 2ND STORY OFFICES: 2,093 SF
 'B' PADDOCK RESTAURANT: 31,540 SF
 TYPE 2 KENNEL/DOG DAY CARE: 2,500 SF
 TOTAL: 129,673 SF

ACCESSORY USE BUILDING SUMMARY:

'S1' STORAGE: 88 SF 'S5' STORAGE: 728 SF
 'S2' STORAGE: 128 SF 'S6' STORAGE: 2,400 SF
 'S3' STORAGE: 295 SF TEMP. STORAGE: 320 SF
 'S4' STORAGE: 640 SF TOTE BRD. STORAGE: 1,000 SF
 TOTAL: 5,599 SF

NON-RESIDENTIAL BUILDING COVERAGE: (INCLUDES CANOPIES FOR WEATHER PROTECTION)

132,272 SF

RESIDENTIAL RECREATION AREA

REQUIRED (405 UNITS): 1.21 AC.
 1.25 AC / 1,000 PEOPLE (2.39 PPL/UNIT = 968 PPL)
 PROPOSED: 1.21 AC.

USEABLE OPEN SPACE

PARCEL 'A' REQUIRED: 0.80 AC. (5% OF 16.05 AC)
 PARCEL 'A' PROPOSED: 0.82 AC. (5%*)
 *MIN. 5% OUTDOOR SPACE PROVIDED TO SATISFY WCRAO DENSITY BONUS POOL PROGRAM

PARCEL 'B' REQUIRED: 1.30 AC. (5% OF 26.01 AC.)
 PARCEL 'B' PROPOSED: N/A*
 *EXISTING NON-COMFORMING TO REMAIN. REQUIRED OPEN SPACE FOR PARCEL B TO BE PROVIDED WITH FUTURE REDEVELOPMENT.

BUILDING HEIGHT MAXIMUM: MAX. 35' HT. / 3-STORY

TRAFFIC ANALYSIS ZONE (TAZ): 214

CONCURRENCY*

MULTI-FAMILY RESIDENTIAL: 405 UNITS
 ENTERTAINMENT INDOOR (CASINO): 680 GAMING POSITIONS
 SMALL OFFICE: 2,093 SF
 FINE DINING RESTAURANT: 34,040 SF

*CONCURRENCY IS APPROVED FOR THE ABOVE USES AND AMOUNTS SHOWN ON THIS PLAN.

NOTES

- BASE INFORMATION OBTAINED FROM A SURVEY PREPARED BY WALLACE SURVEYING, CORP. DATED 2025.02.12.
- EASEMENTS TO BE DEDICATED AT TIME OF PERMIT

PROPERTY DEVELOPMENT REGULATIONS

1) PER ULDC TABLE 3.E.3.D. MUPD PROPERTY DEVELOPMENT REGULATIONS
 2) PER ULDC TABLE 3.B.14.F. WCRAO NON-RESIDENTIAL AND MIXED-USE SUBAREA

FLU DESIGNATION CH	MINIMUM LOT DIMENSIONS					BLDG COV.	SETBACKS/SEPARATION			
	SIZE	WIDTH	DEPTH	FRONTAGE	FAR		FRONT (EAST) CONGRESS AVE.	SIDE STREET (SOUTH) BELVEDERE RD.	SIDE (NORTH)	REAR (WEST)
1) REQUIRED-MUPD	5.0 AC	300'	300'	300'	.85	40%*	30'	30'	C-15' R-30'	C-15' R-30'
2) REQUIRED-WCRAO	-	100'	100'	100'	-	40%	MIN. 10' MAX. 25'	MIN. 10' MAX. 25'	15'	25'
PROVIDED	42.06 AC	776.63'	2,093.26'	BELVEDERE: 776.63'	.08	16%*	MIN. 23' MAX. 40'	-	68'	105'
				CONGRESS: 2,093.26'		**	PARCEL 'A'	321'	42'	55'8"
							PARCEL 'B'	***	***	

* PER ULDC ART. 3.E.3.D. MAX. BLDG. COVERAGE FOR CH FLU DESIGNATIONS MAY BE INCREASED TO 60% FOR DEVELOPMENTS WITH BOTH RESIDENTIAL AND NON-RESIDENTIAL USES
 ** TOTAL BUILDING COVERAGE = 293,232 SF (INCLUDES CANOPIES FOR WEATHER PROTECTION)
 *** PARCEL 'B' EXISTING NON-COMFORMING FOR WCRAO REQUIREMENTS
 **** PARCEL 'A' REFER TO TABLE 3.B.14.F - WCRAO RESIDENTIAL PDRS DATA BELOW

TABLE 3.B.14.F - WCRAO RESIDENTIAL PDRS

FRONT BUILD-TO-LINE (SEE DIAGRAM ON SHEET PRP-2)
 PARCEL 'A' REQUIRED: MIN. 10' / MAX. 25'
 PARCEL 'A' PROPOSED: MIN. 23' / MAX. 40' (1) (2)
 (1) ART. 3.B.14.F.2.a.2 - BUILD-TO-LINE EXCEPTION: MIN/MAX. BUILD-TO-LINE ADJUSTED SUBJECT TO DRO APPROVAL DUE TO INCREASED R/W BUFFER SETBACK FOR R/W DEDICATION AND REQUIRED GENERAL UTILITY EASEMENT ALONG FRONTAGE.
 (2) TABLE 3.B.14.F BUILD-TO-LINE EXCEPTION - OPTIONAL PLAZA AND SQUARES: MAX. 75' DEPTH PLAZA PROPOSED SUBJECT TO VARIANCE #V1

BUILDING FRONTAGE (SEE DIAGRAM ON SHEET PRP-2)
 PARCEL 'A' REQUIRED: MIN. 60% @ 800' LOT FRONTAGE = 480' MIN. BUILDING FRONTAGE
 PARCEL 'A' PROPOSED: 590' BUILDING FRONTAGE / 73% (INCLUDES 20% PLAZA FRONTAGE)

PROPOSED VARIANCE TABLE

VARIANCE NO.	ULDC REFERENCE ARTICLE / SECTION	REQUIRED	PROPOSED	VARIANCE	APPROVAL DATE / RESOLUTION NO.
1	Table 3.B.14.F. WCRAO Non-Residential & Mixed-Use Sub-Area PDR's	10-25' Build To Line Congress Avenue for Residential Component Plaza and Squares Max. depth of 25'	Max. plaza depth of 75'	50'	

DEVELOPMENT TEAM

PLANNER
 URBAN DESIGN STUDIO
 610 CLEMATIS STREET, SUITE CU02
 WEST PALM BEACH, FL 33401
 561.366.1100

CIVIL ENGINEER
 HSQ GROUP, LLC
 1001 YAMATO ROAD, SUITE 105
 BOCA RATON, FL 33431
 561.392.0221

TRAFFIC ENGINEER
 KIMLEY-HORN
 477 S. ROSEMARY AVE., SUITE 215
 WEST PALM BEACH, FL 33401
 561.840.0248

SURVEYOR
 WALLACE SURVEYING, CORP.
 5553 VILLAGE BOULEVARD
 WEST PALM BEACH, FL 33407
 561.640.4551

ARCHITECT
 PPK
 1300 NW 84TH AVE.
 DORAL, FL 33126
 305.592.1363

SITE PLAN LEGEND

- C.L.F. = CHAIN LINK FENCE
 - EX. = EXISTING
 - ESMT. = EASEMENT
 - L.B. = LANDSCAPE BUFFER
 - O.H. = PARKING OVERHANG (I.E. 2.5' VEHICLE OVERHANG)
 - O.H.L. = OVERHEAD UTILITY LINE
 - O.S. = OPEN SPACE
 - R/W = RIGHT OF WAY
 - SF = SQUARE FOOTAGE
 - S.W. = SIDEWALK
 - SPS = SPACES
 - PKG. = PARKING
- ① = DUMPSTER ENCLOSURE. OPAQUE WALL OR FENCE HEIGHT TO COMPLETELY SCREEN DUMPSTER PER ART. 5.B.1.A.8
 - ② = CROSSWALK TO BE ACCENTED WITH PAVERS, BRICK, DECORATIVE CONCRETE OR SIMILAR TREATMENT PER ART. 3.E.3.B.2.a.1
 - ③ = RESIDENTIAL USE PEDESTRIAN CIRCULATION SIDEWALK (MIN. 5' WIDTH) W/ HUMAN SCALE ELEMENTS (EX. SEATING, LANDSCAPING, LIGHTING) PER ART. 3.E.3.B.2.e.2. FINAL ELEMENT LOCATIONS AND SPECIFICATIONS TO BE DETERMINED AT TIME OF PERMIT.
- *"F.P." = FRONT & SIDE FOUNDATION PLANTING AREA MIN. 8" WIDTH X MIN. 40% OF FACADE (REQUIRED FOR NON-RESIDENTIAL STRUCTURES PER ART. 7.C.3.B.1.a) SEE SHEET PSP-2 & PSP-3 FOR CALCULATIONS
- ▷ = INDICATES PRIMARY BLDG. ENTRANCE

PARKING DATA

RESIDENTIAL PARKING DATA
 PARKING REQUIRED: 602 SPACES
 (PER TABLE 3.B.14.I - MULTIFAMILY)
 STUDIO: 1 PER UNIT @ 77 = 77 SPS.
 1 BR: 1 PER UNIT @ 160 = 160 SPS.
 2 BR: 1.5 PER UNIT @ 144 = 216 SPS.
 3 BR: 2 PER UNIT @ 24 = 48 SPS.
 GUEST: 1 PER 4 UNITS @ 405 = 101 SPS.
 PARKING PROVIDED: 622 SPACES

HANDICAP REQUIRED: 12 SPACES
 2% OF TOTAL PROVIDED FOR 501-1000 SPS
 HANDICAP PROVIDED = 13 (INCLUDED IN TOTAL PKG. PROVIDED)

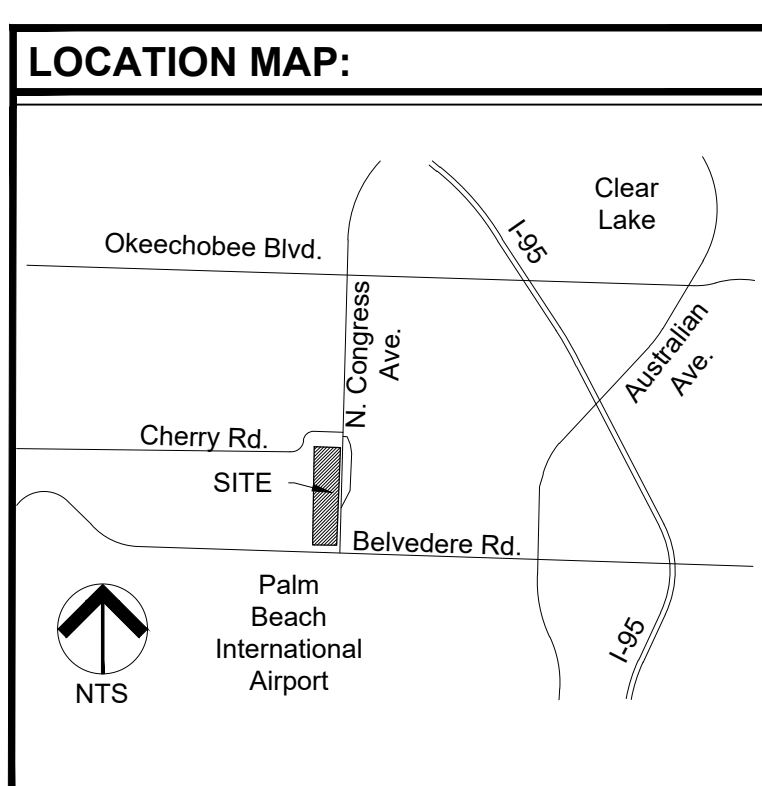
LOADING REQUIRED: N/A (PER TABLE 6.B.1.B)

NON-RESIDENTIAL PARKING DATA

PARKING REQUIRED: 1,215 SPACES
 RESTAURANT: 1 PER 3 SEATS @ 1,528 SEATS = 509 SPS.
 TYPE 2 KENNEL/DOG DAYCARE = 1 / 500 SF @ 2,500 SF = 5 SPS
 ARENA: 1 PER 3 SEATS @ 1,173 SEATS = 391 SPS.
 OFFICE: 1 PER 200 SF @ 20,484 SF = 102 SPS.
 INDOOR ENTERTAINMENT: 1 PER 200 SF @ 39,858 SF = 199 SPS.
 REPAIR & MAINTENANCE: 1 PER 250 SF @ 1,929 SF = 8 SPS.
 PARKING PROVIDED: 1,569 SPACES

HANDICAP REQUIRED: 22 SPACES
 2% PLUS 1 PER 1000 SPS. OVER 1,000 SPS. REQUIRED
 HANDICAP PROVIDED = 26 SPACES (INCLUDED IN TOTAL PKG. PROVIDED)

LOADING REQUIRED: N/A (PER TABLE 6.B.1.B)



PBC Amendments:

PBC Zoning Stamp:

Urban design studio

Urban Design
 Land Planning
 Landscape Architecture

610 Clematis Street, Suite CU02
 West Palm Beach, FL 33401
 561.366.1100 FAX 561.366.1111
 www.udstudio.com
 #LA001739

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Westgate Village MUPD

Palm Beach County, Florida
 Preliminary Site Plan

H:\05\Palmbeach\Westgate Village MUPD\Drawings\Site Plan\2025.02.24_PSP_CRM_Schematic.dwg

North

0 50' 100' 200'

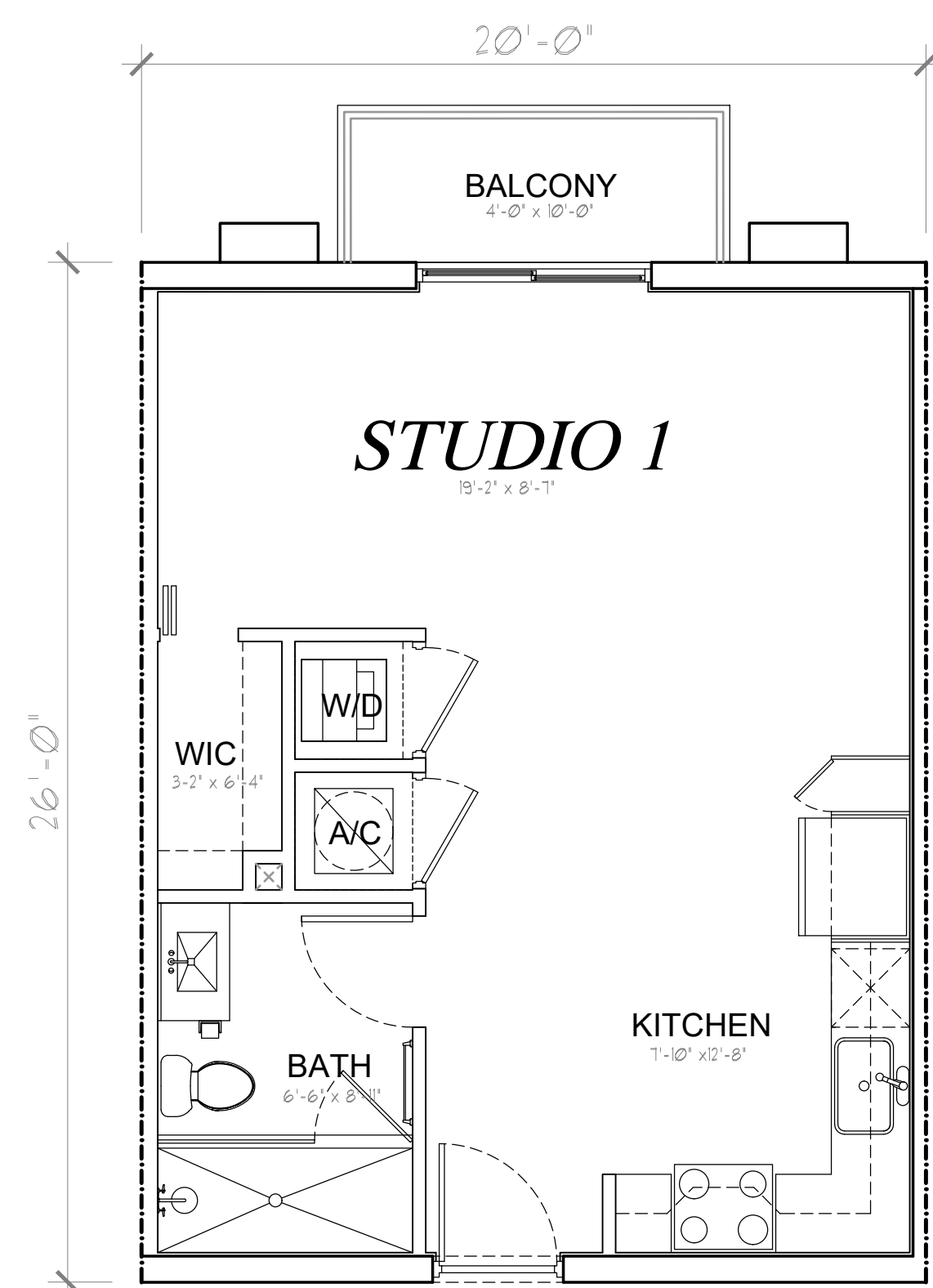
Scale: 1" = 100'-0"

Date: February 2025
 Project No.: 21-065.007
 Designed By: ---
 Drawn By: MLC
 Checked By: JB

Revision Dates:
 2025.02.24: WCRAO Submittal

PSP-1

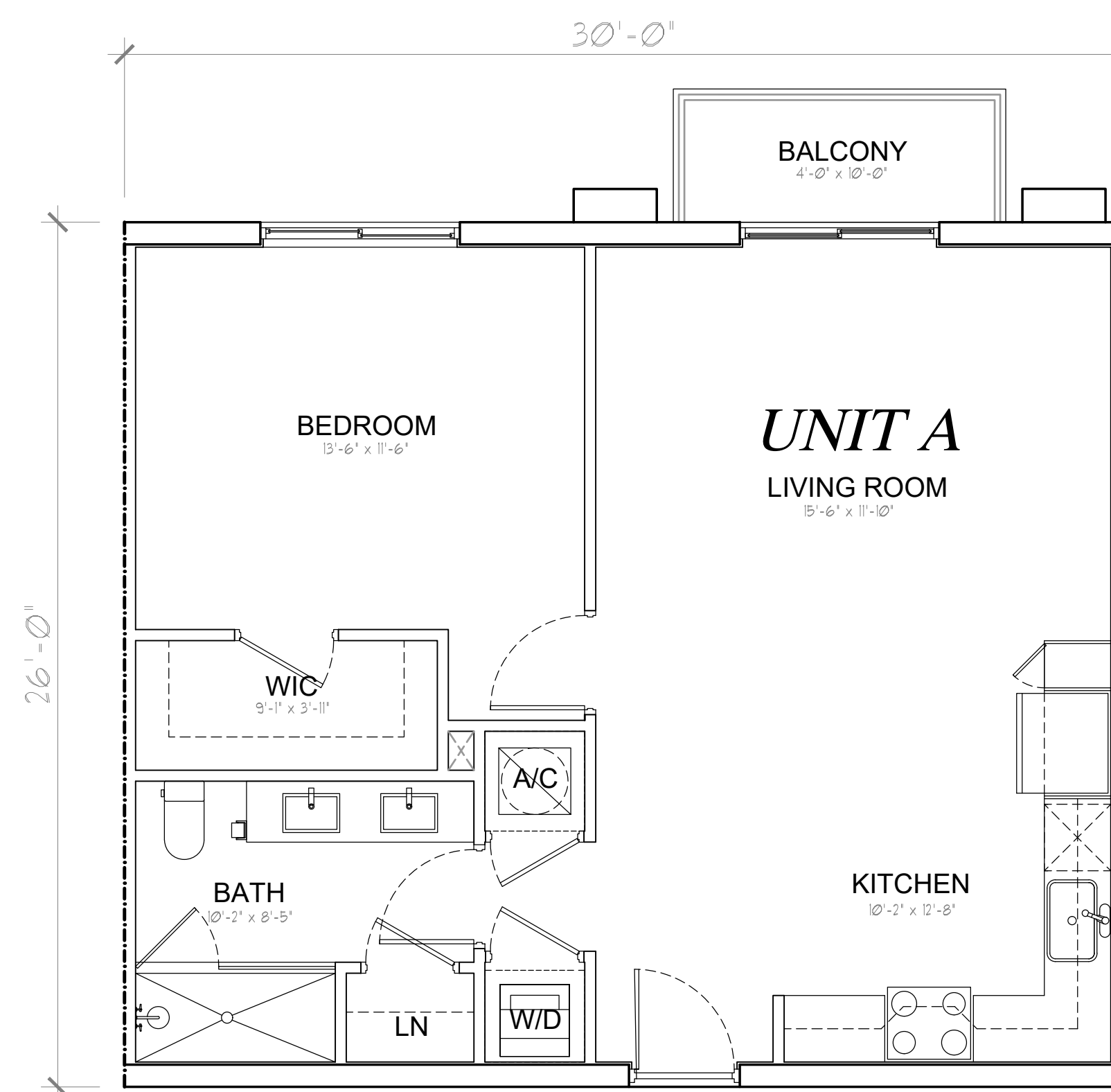
of 3



STUDIO 1 - FLOOR PLAN

SCALE: 1/4" = 1'-0"

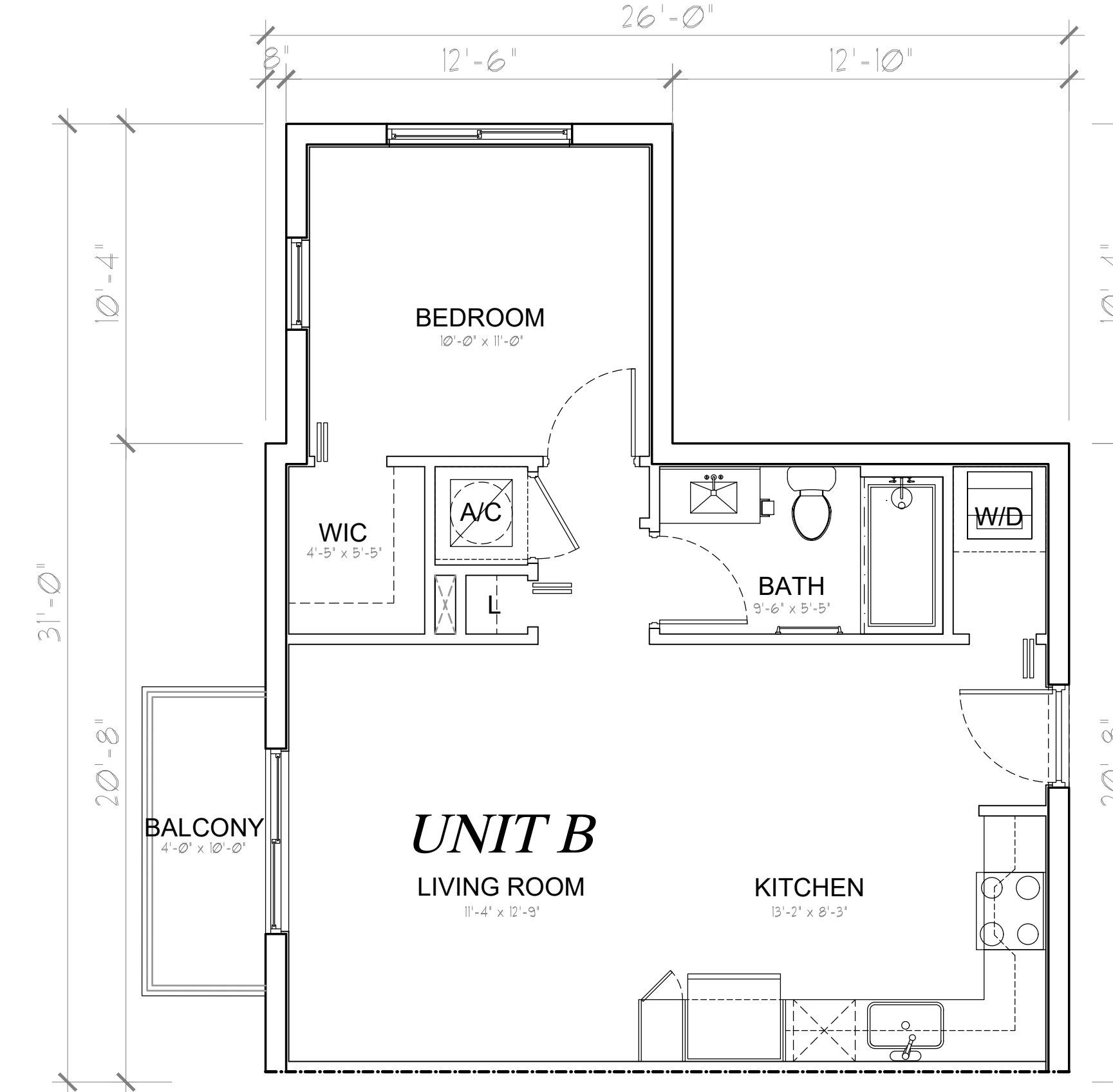
STUDIO	
1 BEDROOM - 1 BATH	
A/C AREA	520 SF
BALCONY	40 SF
TOTAL GROSS	560 SF



UNIT A - FLOOR PLAN

SCALE: 1/4" = 1'-0"

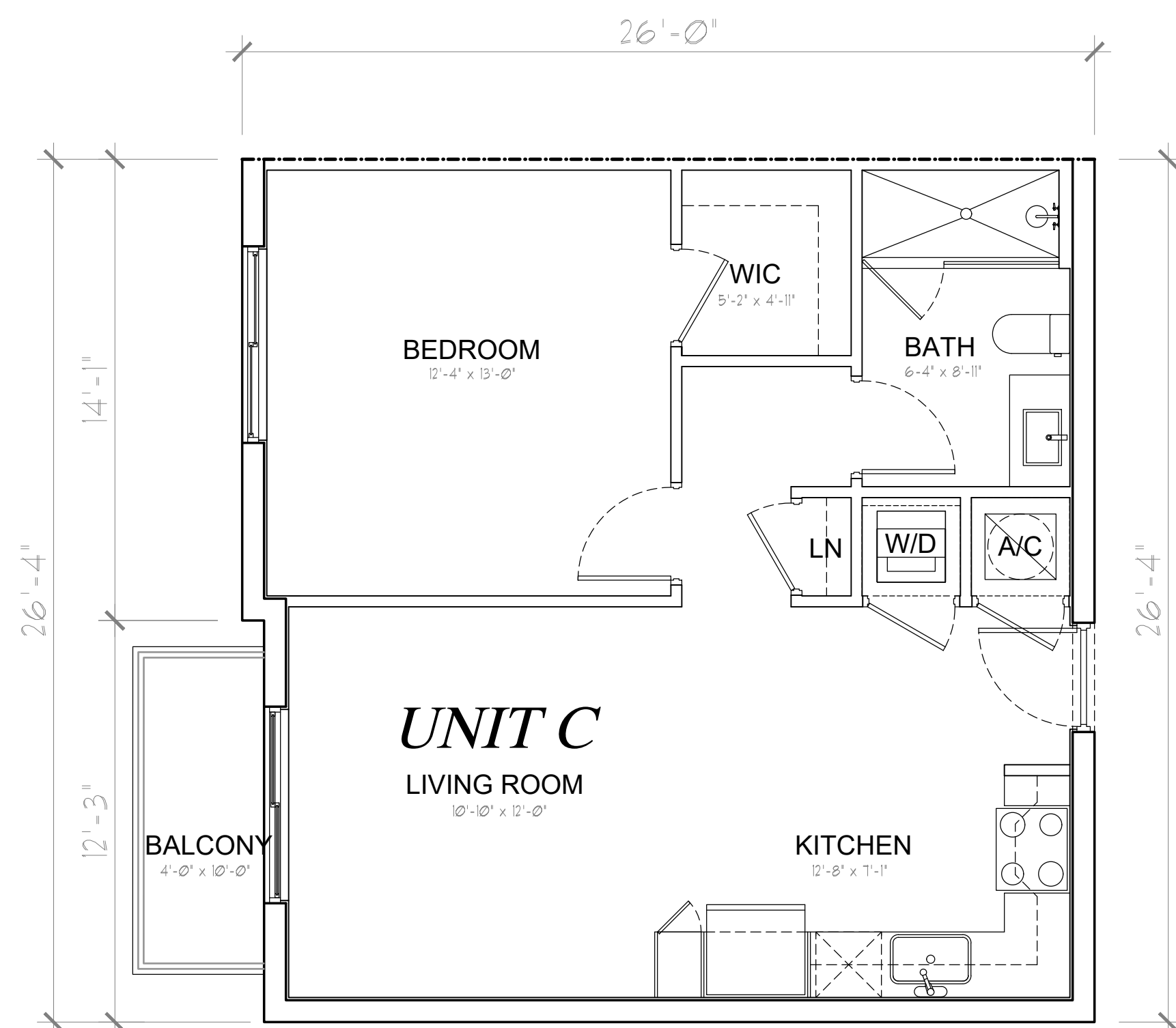
UNIT A	
1 BEDROOM - 1 BATH	
A/C AREA	779 SF
BALCONY	40 SF
TOTAL GROSS	819 SF



UNIT B - FLOOR PLAN

SCALE: 1/4" = 1'-0"

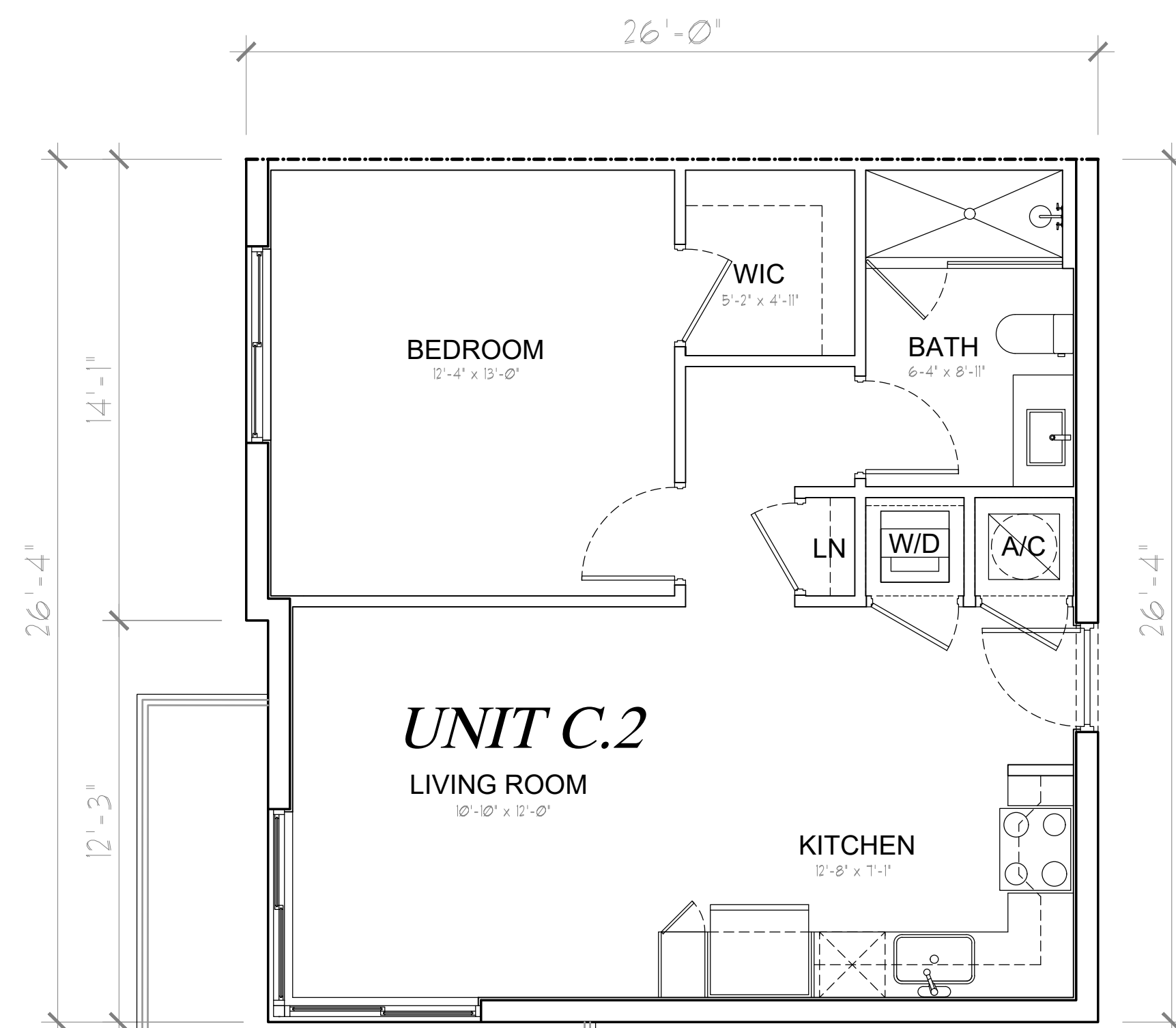
UNIT B	
1 BEDROOM - 1 BATH	
A/C AREA	666 SF
BALCONY	40 SF
TOTAL GROSS	706 SF



UNIT C - FLOOR PLAN

SCALE: 1/4" = 1'-0"

UNIT C	
1 BEDROOM - 1 BATH	
A/C AREA	676 SF
BALCONY	40 SF
TOTAL GROSS	716 SF



UNIT C.2 - FLOOR PLAN
(Balcony variation)

SCALE: 1/4" = 1'-0"

UNIT C.2	
1 BEDROOM - 1 BATH	
A/C AREA	676 SF
BALCONY	96 SF
TOTAL GROSS	772 SF

UNIT TYPES

1/4" = 1'-0"

PBC AMENDMENTS:

PBC ZONING STAMP:

PASCUAL PEREZ KILIDDJIAN STARR
ARCHITECTS + PLANNERS
LICENSE # AA 26001357
EDGARDO PEREZ, AIA
LICENSE No.: AR 0015394
MARIO P. PASCUAL, AIA
LICENSE No.: AR 0008254
PETER KILIDDJIAN, RA
LICENSE No.: AR 0093067
ANDREW STARR, RA
LICENSE No.: AR 0095130

AT THE BEACON CENTER
1330 NW 84th AVENUE
DORAL, FLORIDA 33126
TELEPHONE: (305) 592-1343
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http://www.ppkarch.com

OWNER:
TERRA GROUP & FRISBIE GROUP

WESTGATE VILLAGE MUPD
BY
TERRA GROUP & FRISBIE GROUP
PALM BEACH COUNTY, FLORIDA

SEAL:

UNIT TYPES

DATE: 2025-01-27
SCALE: AS SHOWN
DRAWN: JC
CHECK BY: PPKS
JOB NO.: 24-42
SHEET NO.:

PPF1

OF: 2 SHEETS

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REVISIONS:

OWNER:
 TERRA GROUP & FRISBIE GROUP

WESTGATE VILLAGE MUPD
 BY
TERRA GROUP & FRISBIE GROUP
 PALM BEACH COUNTY, FLORIDA

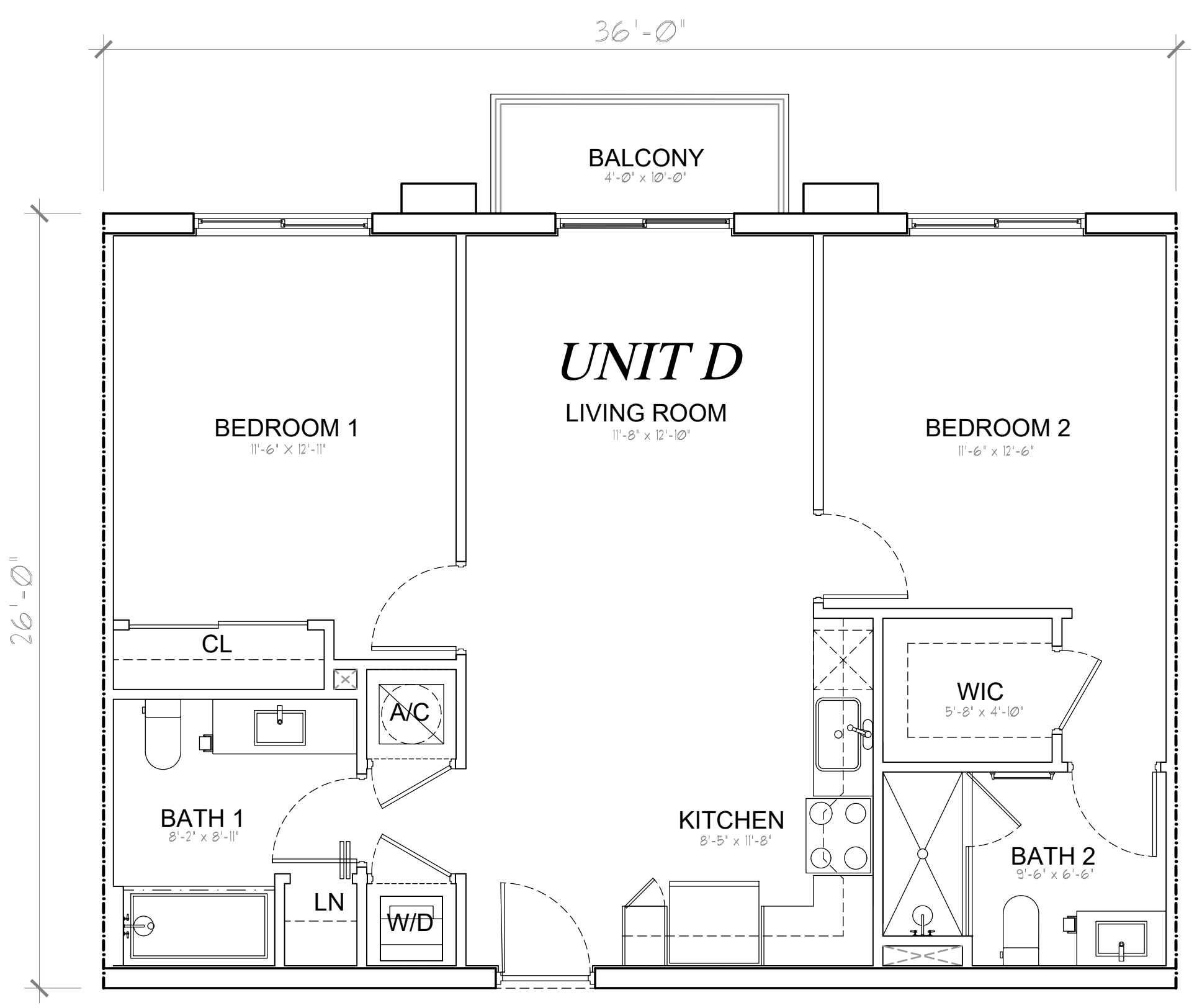
SEAL:

UNIT TYPES

DATE: 2025-01-27
 SCALE: AS SHOWN
 DRAWN: JC
 CHECK BY: PPKS
 JOB NO.: 24-42
 SHEET NO.:

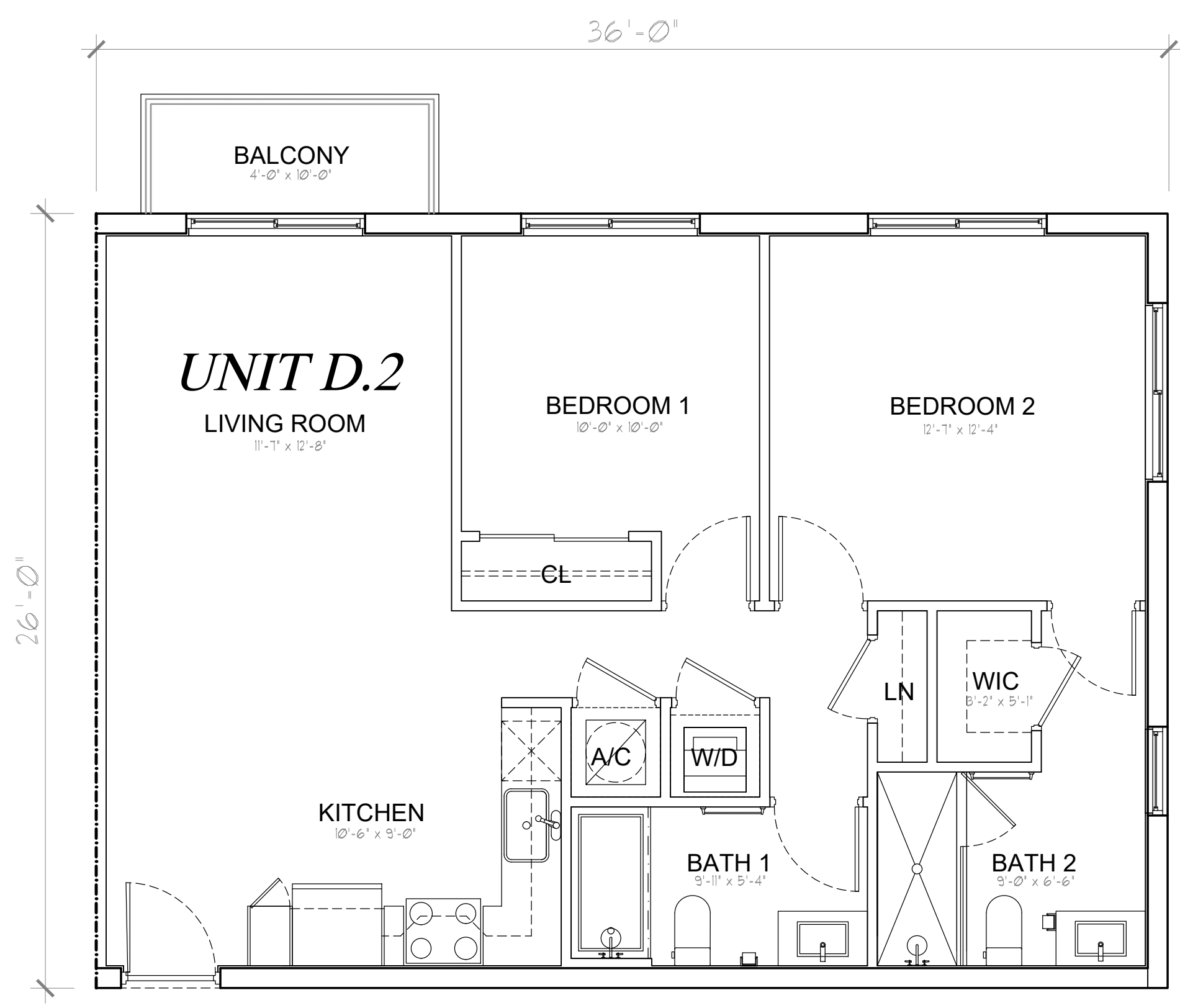
PPF2

OF: 2 SHEETS



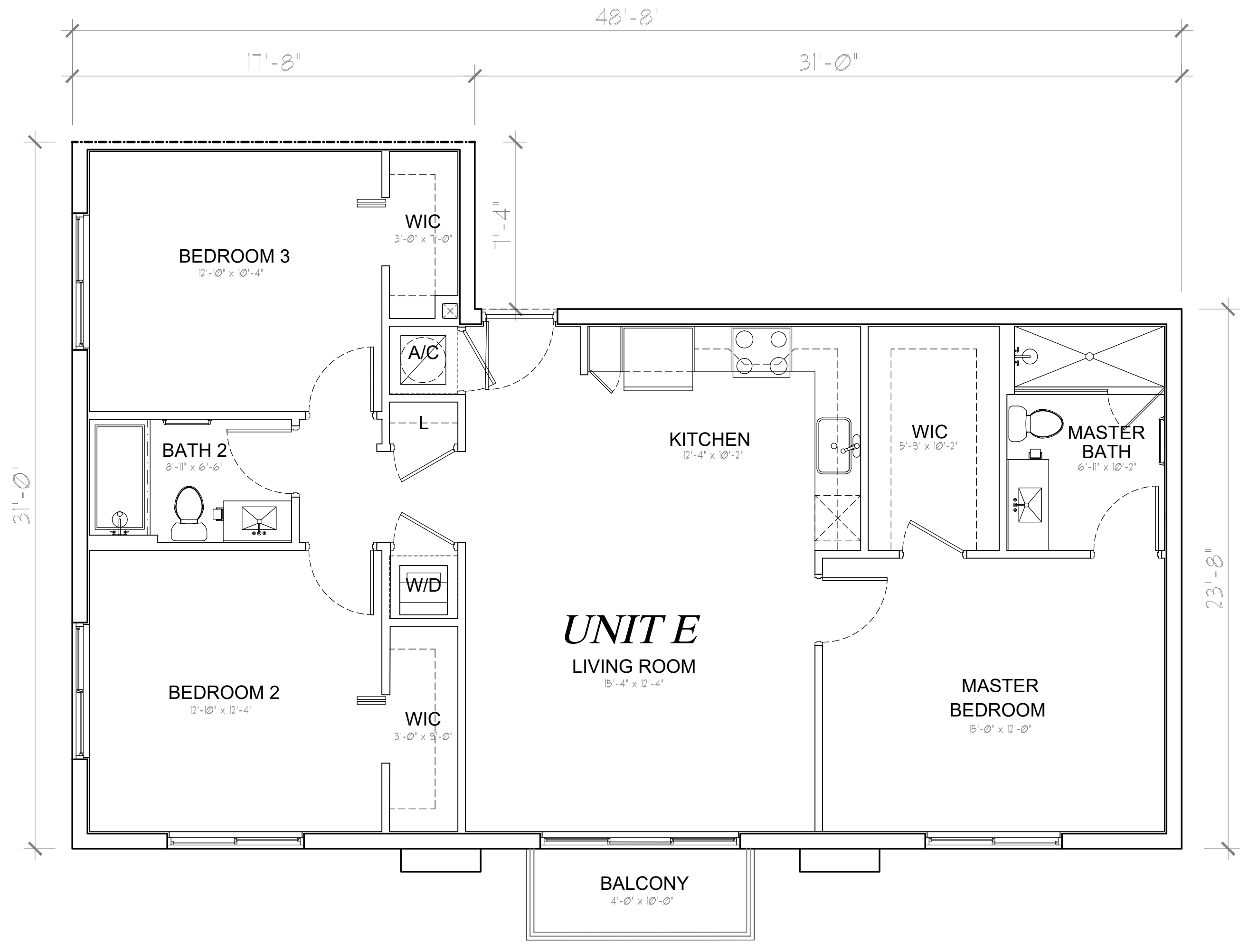
UNIT D	
2 BEDROOM - 2 BATH	
A/C AREA	936 SF
BALCONY	40 SF
TOTAL GROSS	976 SF

UNIT D - FLOOR PLAN
 SCALE: 1/4 = 1'-0"



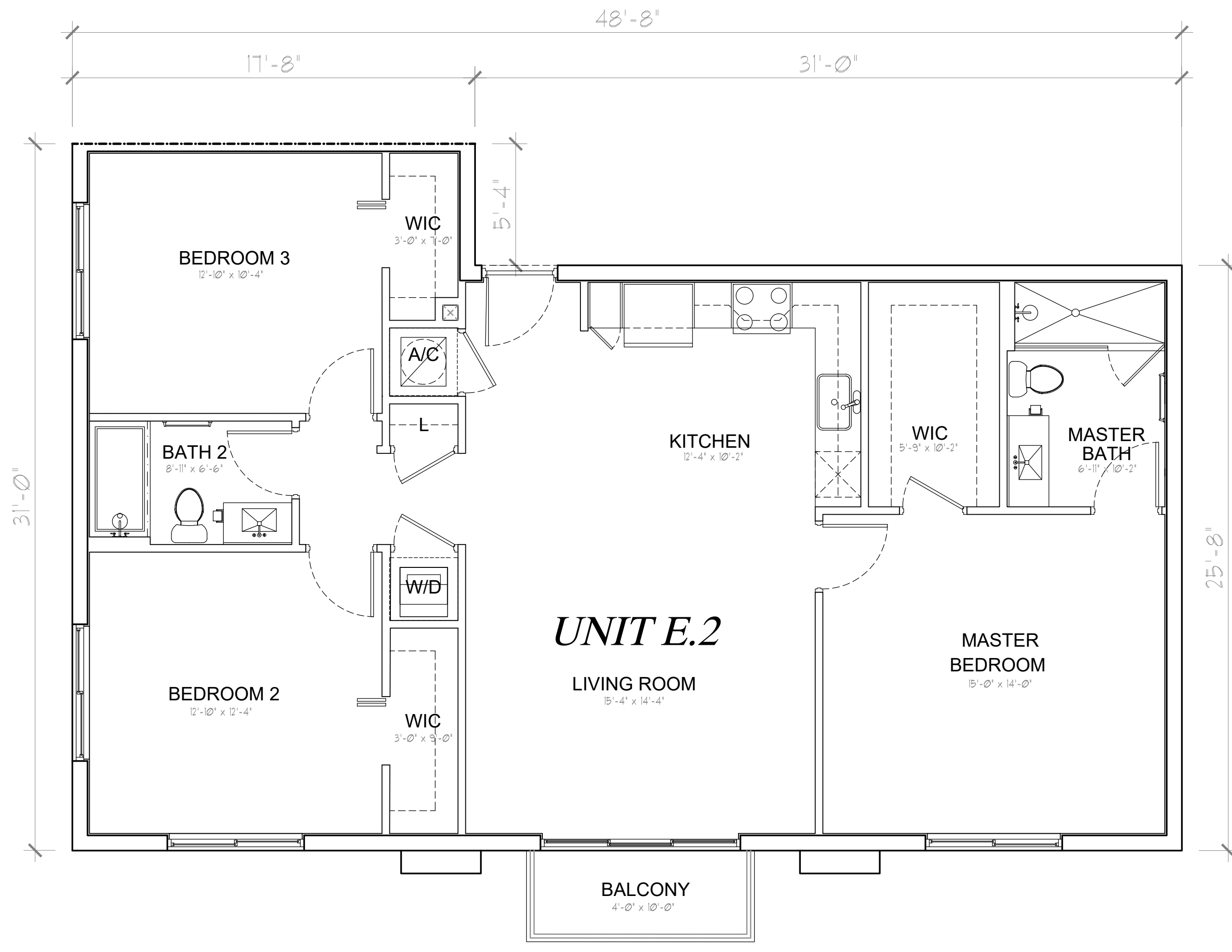
UNIT D.2	
2 BEDROOM - 2 BATH	
A/C AREA	936 SF
BALCONY	40 SF
TOTAL GROSS	976 SF

UNIT D.2 - FLOOR PLAN
 SCALE: 1/4 = 1'-0"



UNIT E	
3 BEDROOM - 3 BATH	
A/C AREA	1,281 SF
BALCONY	40 SF
TOTAL GROSS	1,321 SF

UNIT E - FLOOR PLAN
 SCALE: 1/4 = 1'-0"

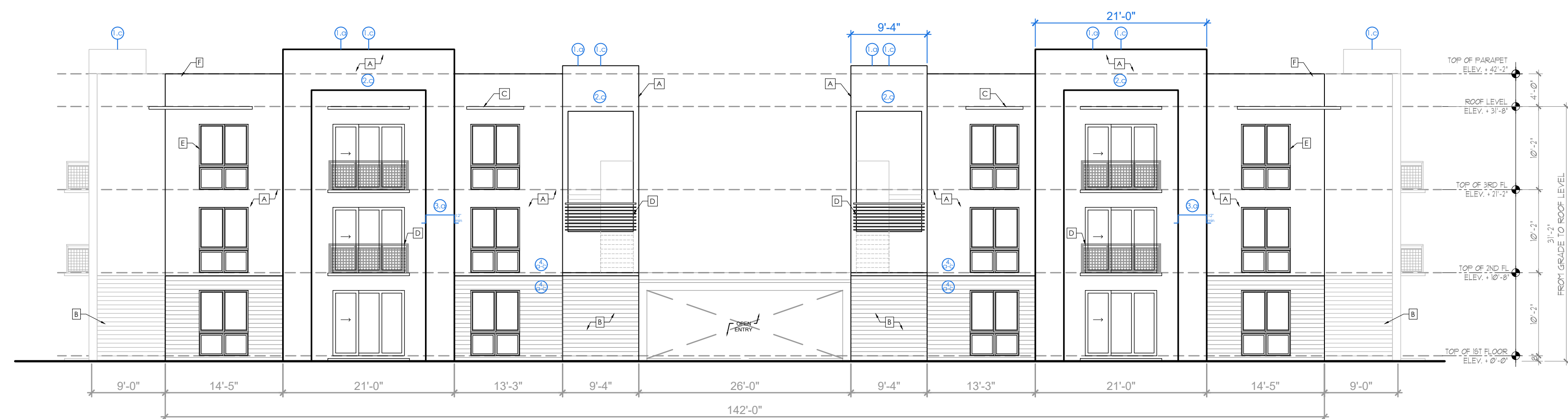


UNIT E.2	
3 BEDROOM - 3 BATH	
A/C AREA	1,343 SF
BALCONY	40 SF
TOTAL GROSS	1,383 SF

UNIT E.2 - FLOOR PLAN
 SCALE: 1/4 = 1'-0"

PBC AMENDMENTS:

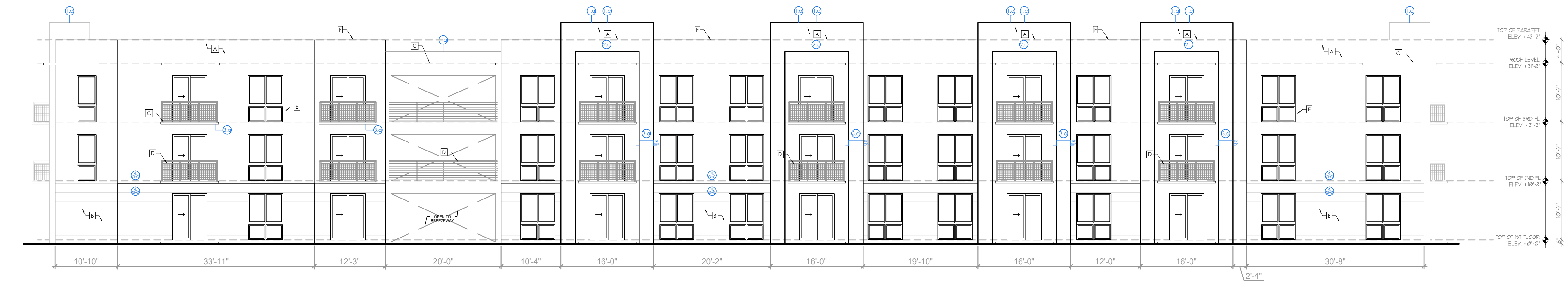
PBC ZONING STAMP:



BUILDING TYPE I - 90 UNITS
FRONT ELEVATION - EAST
SCALE: 3/32" = 1'-0"



BUILDING TYPE I - 90 UNITS
RIGHT SIDE ELEVATION - NORTH
SCALE: 3/32" = 1'-0"



BUILDING TYPE I - 90 UNITS
LEFT SIDE ELEVATION - SOUTH
SCALE: 3/32" = 1'-0"



BUILDING TYPE I - 90 UNITS
REAR ELEVATION - WEST
SCALE: 3/32" = 1'-0"

MATERIAL & FINISHES LEGEND

- A BODY - SMOOTH STUCCO FINISH. ALABASTER SW 7008
- B RUSTICATED STUCCO SCORED BASE ACCESSIBLE BEIGE SW 7036
- C TOP FLOOR EYEBROWS. BALCONY CEILING ACCESSIBLE BEIGE SW 7036
- D ALUMINUM RAILING/GUARDRAIL. BRONZE COLOR
- E STOREFRONT WINDOW. BRONZE COLOR FRAMES. ALL WINDOWS TO BE IMPACT GLASS
- F FLAT ROOF. PARAPET BODY COLOR

ARTICLE 5 CHAPTER C - DESIGN STANDARDS COMPLIANCE - BUILDING TYPE I

ELEMENT	GUIDELINES	REQUIRED	FRONT ELEVATION PROVIDED	REAR ELEVATION PROVIDED	SIDE ELEVATIONS PROVIDED
B. ROOFING TABLE S.C.1.1.H	H. GUIDELINES	<ul style="list-style-type: none"> a. Articulated parapet along 30 percent of the roofline for each elevation. b. Pitched roof with minimum 12-inch overhanging eaves. c. Two or more plane breaks or slopes per facade elevation. d. Any combination of the above. 	<ul style="list-style-type: none"> a. Articulated parapet for each elevation: Base 40%. b. Parapet plane breaks per facade elevation. 	<ul style="list-style-type: none"> a. Articulated parapet for each elevation: Base 40%. b. Parapet plane breaks per facade elevation. 	<ul style="list-style-type: none"> a. Articulated parapet for each elevation: Base 40%. b. Parapet plane breaks per facade elevation.
C. FACADE	<ul style="list-style-type: none"> a. Recesed Projections: >50 Length, 12" min depth, 100' max spacing, 20% of total length of facade. b. Walls: not exceed 10ft height or 20ft in length. c. Storefronts: Individual ground level retail uses with exterior public access. 	<ul style="list-style-type: none"> a. Decorative roof details, such as domes, cupolas, roller tabs, belfries, terraces, or exposed beams. b. Cornices with decorative moldings. c. Pediments, porticos, architectural features of entryways, or decorative towers. 	<ul style="list-style-type: none"> a. Total length: 142'-2" b. Depth wall projection: 12" c. Balcony/Alats projection: 0" d. Spacing: 13'-10" e. No blank walls exceeding the 20 ft in length. f. N/A 	<ul style="list-style-type: none"> a. Total length: 157'-4" b. Depth wall projection: 12" c. Balcony/Alats projection: 0" d. Spacing: 13'-10" e. No blank walls exceeding the 20 ft in length. f. N/A 	<ul style="list-style-type: none"> a. Total length: 234'-4" b. Depth wall projection: 12" c. Balcony/Alats projection: 0" d. Spacing: 20'-2" e. No blank walls exceeding the 20 ft in length. f. N/A
	<ul style="list-style-type: none"> a. Exterior treatment: two different building material features or finishes. b. Fenestration details: 20% of the facade length if contiguous to a public street. c. Entries: Minimum one clearly defined entrance according to Table S.C.1.1.H. d. Color: Design elements subject to IC or ICC approval. 	<ul style="list-style-type: none"> a. Articulated Scored Stucco on base and smooth stucco as body. b. Body and accent color included. 	<ul style="list-style-type: none"> a. Articulated Scored Stucco on base and smooth stucco as body. b. Body and accent color included. 	<ul style="list-style-type: none"> a. Articulated Scored Stucco on base and smooth stucco as body. b. Body and accent color included. 	

ARTICLE 3 - WCRA - 3. ARCHITECTURAL GUIDELINES - BUILDING TYPE I

ELEMENT	REQUIRED	PROVIDED
A. PORCHES AND BALCONIES	Notwithstanding the requirements of Art. S.C.1.A.2.B, balconies and porches, a minimum of 20 percent of all townhouses or the total number of multifamily dwelling units on each floor shall have individual balconies or porches. A minimum of one balcony or porch shall be required for any project with less than five units.	100% of units include a balcony. All unit models count with a private balcony. First floor will have a Patio surrounded by landscape.
B. BUILDING ENTRANCE ORIENTATION	All uses in the SRM, HC, and IC Sub-areas shall have a principal entrance on the first floor oriented towards the street used as the primary frontage for the building. Cottage Homes (Multiple Units on a single lot) may also be oriented to a common entryway or open space courtyard which is oriented towards the street used as the primary frontage.	Provided
C. FENESTRATION DETAIL: WINDOWS & DOORS	All mirrored or reflective glass, sliding glass door, and glass blocks shall be prohibited. Where required, glazing shall have a minimum 70 percent transparency. A minimum of six square ft of glazing per linear foot of facade shall be provided at a pedestrian scale, on the first floor frontage or side street frontage.	No glazing required under scale 3.8.14.G-WCRAO. Supplementary standards by Sub-area.
D. ARCADES AND GALLERIES	ArCADE or gallery dimensions shall be in accordance with Figure 3.8.14.G-WCRAO Arcade and Gallery Standards. Where arcades and galleries are required, galleries shall not exceed 50 percent of the total building frontage. (Ord. 2006-044 (Ord. 2010-022))	N/A
E. DRIVE-THROUGHS AND GAS STATION CANOPES	A. Drive-Throughs and Gas Station Canopies. In the SRM, HC, and IC Sub-areas, a drive-through gas station canopy, or a drive-through gas station canopy, shall not be located to the rear of all buildings. (Ord. 2006-044)	N/A
F. MEZZANINES	Mezzanines shall be counted as a floor, but cannot be used to meet the NC Sub-area two-story requirement. (Ord. 2006-044)	N/A

PBC AMENDMENTS:

PBC ZONING STAMP:

SEAL:

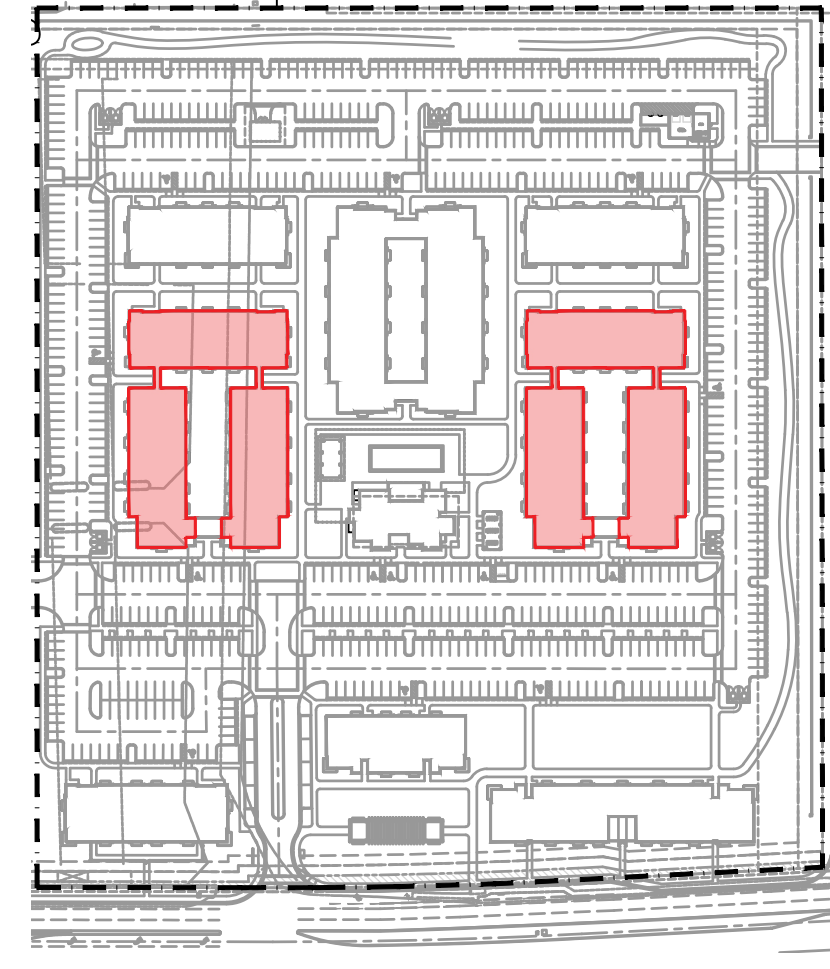
BUILDING TYPE I

ELEVATIONS
DATE: 2025-01-27
SCALE: AS SHOWN
DRAWN BY: JC
CHECK BY: PPKS
JOB NO.: 24-42
SHEET NO.:

PAEI

OF: 1 SHEETS

WESTGATE VILLAGE MUPD
BY
TERRA GROUP & FRISBIE GROUP
PALM BEACH COUNTY, FLORIDA

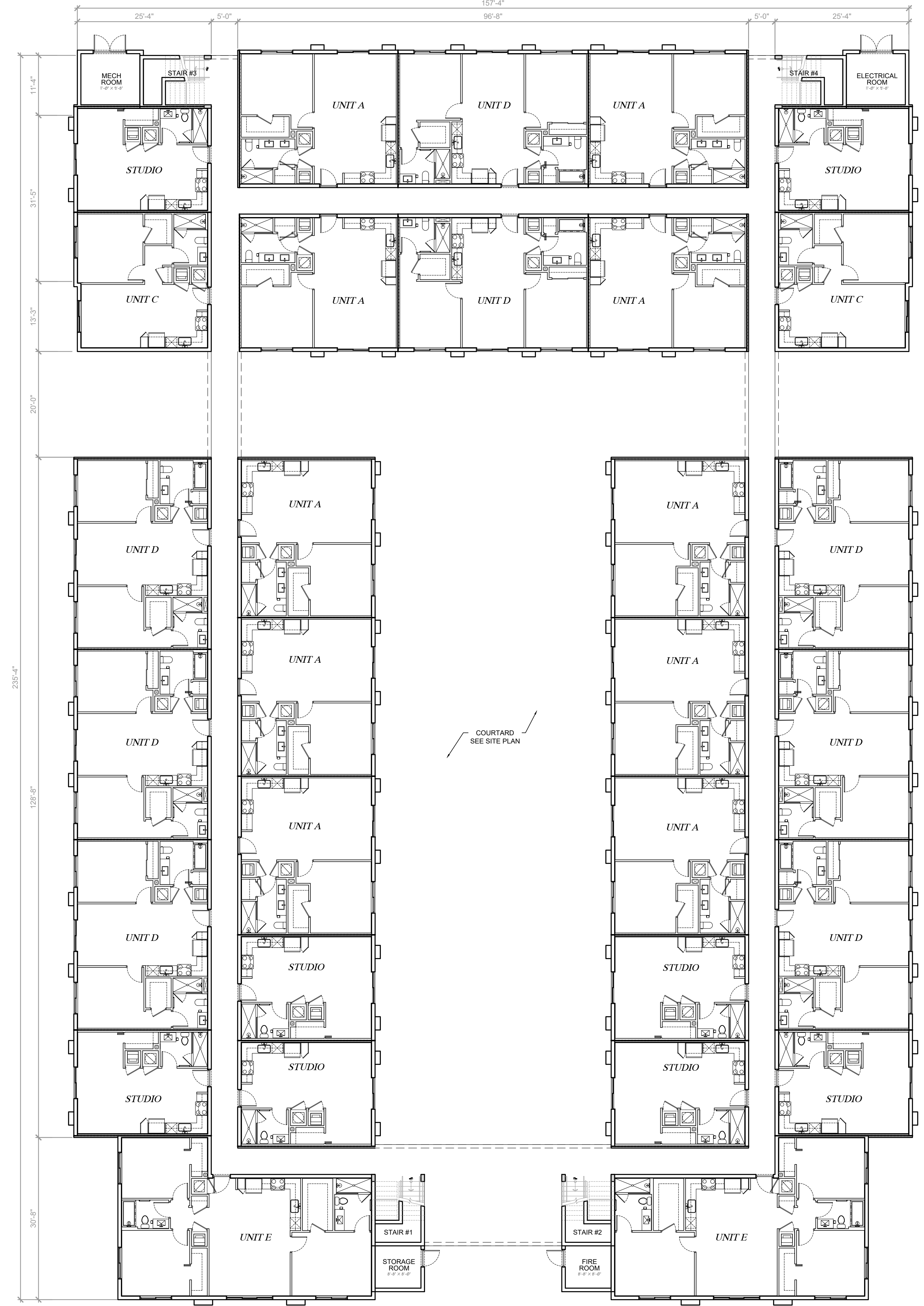


BUILDING LOCATION
3/32" = 1'-0"

UNIT BREAKDOWN							GROSS AREA CALCULATIONS						
UNIT TYPE	No. BED / BATH	UNIT NET A/C AREA	UNIT AREA GROSS (w/balcony)	PER FLOOR COUNT			TOTAL No UNIT TYPES	No UNIT PER BED	(% UNIT TYPES)	LEVEL	CIRCULATION / UTILITIES	NET AREA	GROSS AREA
				1ST FLR	2ND FLR	3RD FLR							
STUDIO	STUDIO	520 SF	560 SF	8	6	6	20	20	22.2%	1 LEVEL	4,545 SF	23,352 SF	27,897 SF
UNIT A	1 / 1	779 SF	819 SF	10	10	10	30	30	44.4%	2 LEVEL	3,593 SF	23,644 SF	27,237 SF
UNIT B	1 / 1	666 SF	706 SF	0	2	2	4	4		3 LEVEL	3,593 SF	23,644 SF	27,237 SF
UNIT C	1 / 1	676 SF	716 SF	2	2	2	6	6		TOTAL	11,731 SF	70,640 SF	82,371 SF
UNIT C.2	1 / 1	676 SF	772 SF	0	0	0	0	0		EFFICIENCY TABLE			
UNIT D	2 / 2	936 SF	976 SF	8	8	8	24	24	26.7%	TOTAL RENTABLE NET AREA 70,640 SF			
UNIT D.2	2 / 2	936 SF	976 SF	0	0	0	0	0		TOTAL BUILDING AREA 82,371 SF			
UNIT E	3 / 2	1,281 SF	1,321 SF	2	2	2	6	6	6.7%	TOTAL GROSS BUILDING AREA 82,371 SF			
UNIT E.2	3 / 2	1,343 SF	1,383 SF	0	0	0	0	0		TOTAL % 86%			
TOTAL UNITS QTY. PER FLOOR				30	30	30	90	90	100%				
AVERAGE UNIT SIZE				868.1 SF									

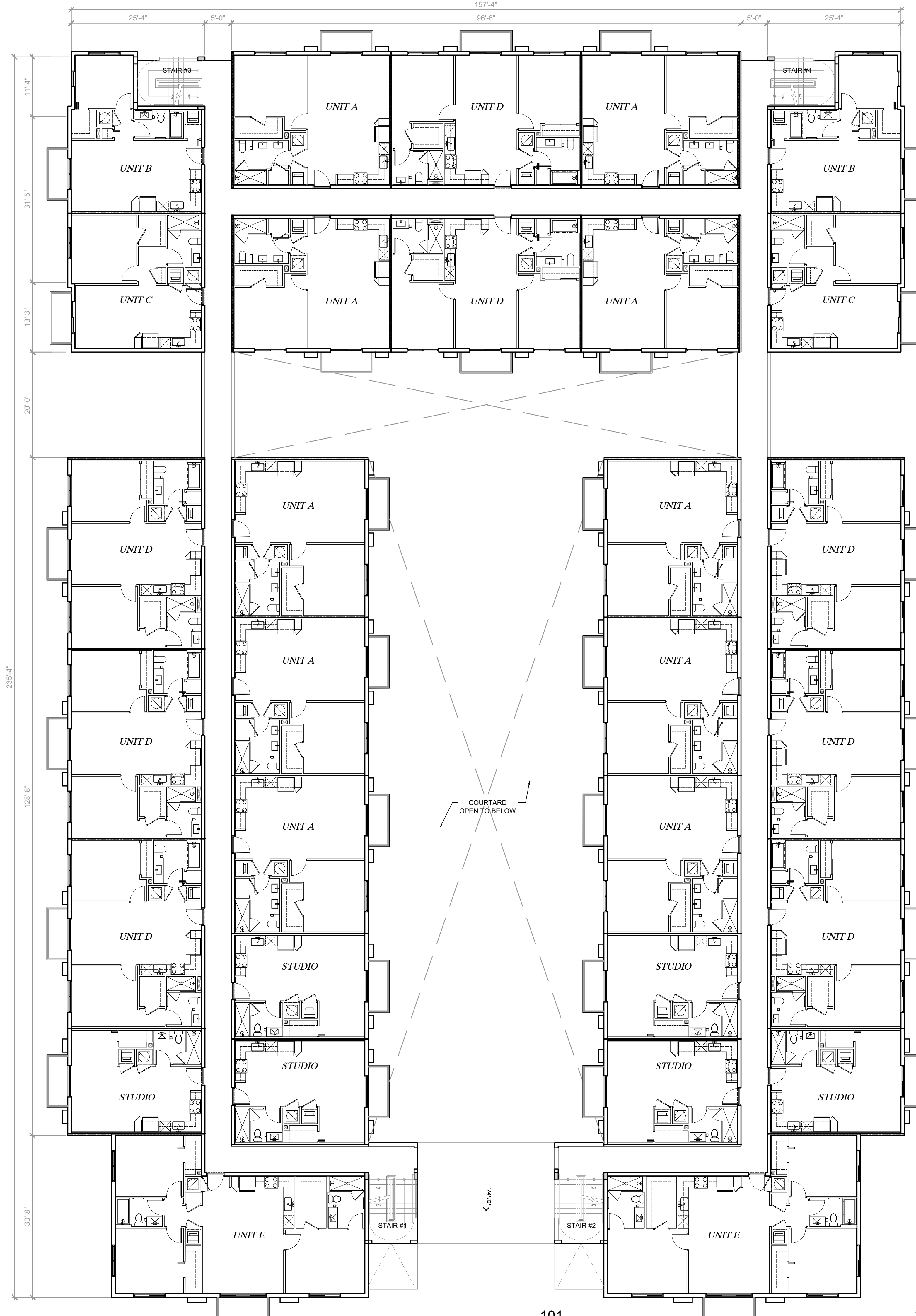
UNIT BREAKDOWN							TOTAL NET			
UNIT TYPE	No. BED / BATH	UNIT NET A/C AREA	UNIT AREA GROSS (w/balcony)	PER FLOOR COUNT			TOTAL NET			
				1ST FLR	NET 1ST FLR	NET 2ND FLR				
STUDIO	STUDIO	520 SF	560 SF	8	4,160 SF	6	3,120 SF	6	3,120 SF	10,400 SF
UNIT A	1 / 1	779 SF	819 SF	10	7,790 SF	10	7,790 SF	10	7,790 SF	23,370 SF
UNIT B	1 / 1	666 SF	706 SF	0	0 SF	2	1,332 SF	2	1,332 SF	2,664 SF
UNIT C	1 / 1	676 SF	716 SF	2	1,352 SF	2	1,352 SF	2	1,352 SF	4,056 SF
UNIT C.2	1 / 1	676 SF	772 SF	0	0 SF	0	0 SF	0	0 SF	0 SF
UNIT D	2 / 2	936 SF	976 SF	8	7,488 SF	8	7,488 SF	8	7,488 SF	22,464 SF
UNIT D.2	2 / 2	936 SF	976 SF	0	0 SF	0	0 SF	0	0 SF	0 SF
UNIT E	3 / 2	1,281 SF	1,321 SF	2	2,562 SF	2	2,562 SF	2	2,562 SF	7,686 SF
UNIT E.2	3 / 2	1,343 SF	1,383 SF	0	0 SF	0	0 SF	0	0 SF	0 SF
TOTAL UNITS QTY. PER FLOOR				30	23,352 SF	30	23,644 SF	30	23,644 SF	70,640 SF

UNIT MIX PER BUILDING TYPE



BUILDING TYPE I - 90 UNITS
GROUND FLOOR PLAN
SCALE: 3/32" = 1'-0"

WESTGATE VILLAGE MUPD
BY
TERRA GROUP & FRISBIE GROUP
PALM BEACH COUNTY, FLORIDA



PBC AMENDMENTS:

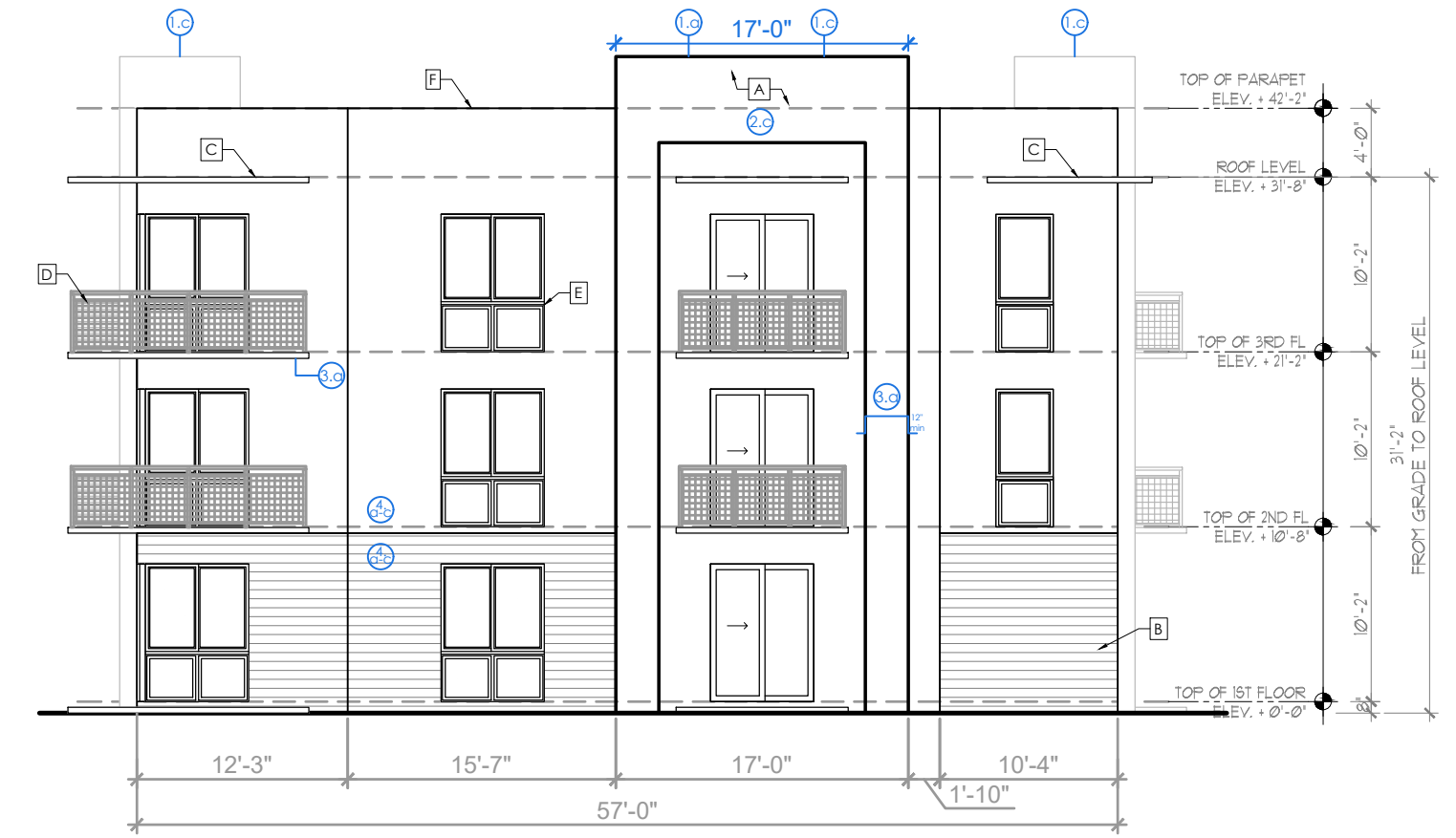
PBC ZONING STAMP:



BUILDING TYPE II - 30 UNITS
FRONT ELEVATION - EAST
SCALE: 3/32" = 1'-0"



BUILDING TYPE II - 30 UNITS
LEFT SIDE ELEVATION - SOUTH
SCALE: 3/32" = 1'-0"



BUILDING TYPE II - 30 UNITS
RIGHT SIDE ELEVATION - NORTH
SCALE: 3/32" = 1'-0"



BUILDING TYPE II - 30 UNITS
REAR ELEVATION - WEST
SCALE: 3/32" = 1'-0"

MATERIAL & FINISHES LEGEND

- A** BODY - SMOOTH STUCCO FINISH, ALABASTER SW 7008
- B** RUSTICATED STUCCO SCORED BASE ACCESSIBLE BEIGE SW 7036
- C** TOP FLOOR EYEBROWS, BALCONY CEILINGS, ACCESSIBLE BEIGE SW 7036
- D** ALUMINUM RAILING/GUARDRAIL, BRONZE COLOR
- E** STOREFRONT WINDOW, BRONZE COLOR FRAMES, ALL WINDOWS TO BE IMPACT GLASS
- F** FLAT ROOF, PARAPET BODY COLOR

ARTICLE 5 CHAPTER C - DESIGN STANDARDS COMPLIANCE - BUILDING TYPE II

H. GUIDELINES		FRONT ELEVATION	REAR ELEVATION	SIDE ELEVATIONS	
ELEMENT	ELEMENT	REQUIRED	PROVIDED	PROVIDED	
PRIMARY ROOF DESIGN ELEMENT	13	a. Articulated parapet along 30 percent of the roofline for each elevation. (1) [1] [2] b. Pitched roof with minimum 12-inch overhanging eaves. c. Two or more plane breaks or slopes per facade elevation. d. Any combination of the above.	a. Articulated parapet for each elevation. Front 37%. c. Parapet plane break per facade elevation	a. Articulated parapet for each elevation. Rear 33%. c. Parapet plane break per facade elevation	a. Articulated parapet for each elevation. Sides 30%. c. Parapet plane break per facade elevation
		8. ROOFLINE TABLE S.C.1.14	a. Decorative roof details, such as dormers, cupolas, rather tall, balconies, verandas. b. Cornices with decorative moldings. c. Pediments, portico, architectural features at entrances, or decorative towers.	a. Decorative towers from facade breaking parapet continuity. c. Decorative towers from facade breaking parapet continuity	a. Decorative towers from facade breaking parapet continuity. c. Decorative towers from facade breaking parapet continuity
REQUIRED DESIGN ELEMENTS	14	a. Recesses/Projections >50 Length, 12" min depth, 100' max spacing, 20% of total length of facade b. Walls: not exceed 10ft height or 20ft in length c. Storefronts; individual ground-level retail uses with exterior public access.	a. Total Length: 157'-4" Depth wall projection: 12" Balcony/steps projection: 4'-0" Spacing: 13'-10" @20% b. No blank walls exceeding the 20 ft in length. c. N/A	a. Total Length: 157'-4" Depth wall projection: 12" Balcony/steps projection: 4'-0" Spacing: 13'-10" @20% b. No blank walls exceeding the 20 ft in length. c. N/A	a. Total Length: 57'-0" Depth wall projection: 12" Balcony/steps projection: 4'-0" Spacing: 13'-10" @20% b. No blank walls exceeding the 20 ft in length. c. N/A
		ADDITIONAL DESIGN ELEMENTS	a. Exterior treatment: two different building materialism features or finishes b. Fenestration details: 60% of the facade length if contiguous to a public street d. Entries: minimum one clearly defined entrance according to tables S.C.1.14 & S.C.1.15 e. Body and accent color included	a. Rusticated Scored stucco on base and smooth stucco as body a. Body and accent color included	a. Rusticated Scored stucco on base and smooth stucco as body a. Body and accent color included

ARTICLE 3 - WCRA - 3. ARCHITECTURAL GUIDELINES - BUILDING TYPE II

ELEMENT	REQUIRED	PROVIDED
A. PORCHES AND BALCONIES	Notwithstanding the requirements of Art. S.C.14 G.D. Balconies and patios, or minimum of 20 percent of all townhouses or the total number of multifamily dwelling units on each floor shall have individual balconies or porches. A minimum of one balcony or porch shall be required for any project with less than five units.	100% of units include a balcony. All unit models count with a private balcony. First floor will have a patio surrounded by landscape
B. BUILDING ENTRANCE ORIENTATION	All uses in the NRM, NG, NC and UG Sub-area shall have a principal entrance on the first floor oriented towards the street used as the primary frontage for the building. Cottage Homes Multiple units on a single lot may also be oriented to a common entryway or open space courtyard which is oriented towards the street used as the primary frontage.	Provided
C. FENESTRATION DETAIL - WINDOWS & DOORS	All framed or reflective glass, sliding glass door, and glass blocks shall be prohibited. Where required, glazing shall have a minimum 70 percent transparency. A minimum of six square feet of glazing per linear foot of facade shall be provided at construction scale, on the first floor frontage or side street frontage.	No glazing required under Table 3.8.14.G.WCRAO Supplementary standards by Sub-area
D. ARCADES AND GALLERIES	Arcade or gallery dimensions shall be in accordance with Figure 3.8.14.G.WCRAO Arcade and Gallery Standards. Where arcades and galleries are required, galleries shall not exceed 50 percent of the total building frontage. (Ord. 2006-004) (Ord. 2010-022)	N/A
E. DRIVE-THROUGH AND GAS STATION CANOPIES	(a) Drive-through and Gas Station Canopies in the NRM, NC, and NC Sub-area, a drive-through, gas station canopy, or fueling area shall be located to the rear of all buildings. (Ord. 2004-004)	N/A
F. MEZZANINES	Mezzanines shall be counted as a floor, but cannot be used to meet the NC Sub-area two-story requirement. (Ord. 2006-004)	N/A

PBC AMENDMENTS:

PBC ZONING STAMP:

SEAL:

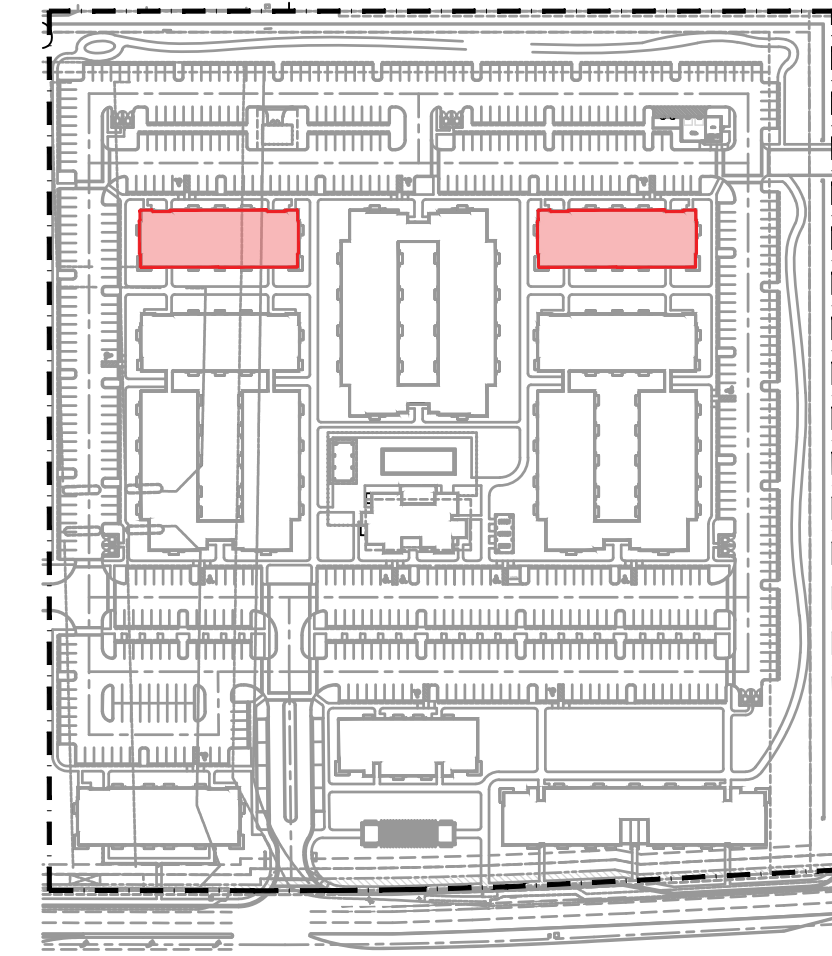
BUILDING TYPE II

ELEVATIONS
DATE: 2025-01-27
SCALE: AS SHOWN
DRAWN BY: JC
CHECK BY: PPKS
JOB NO.: 24-42
SHEET NO.:

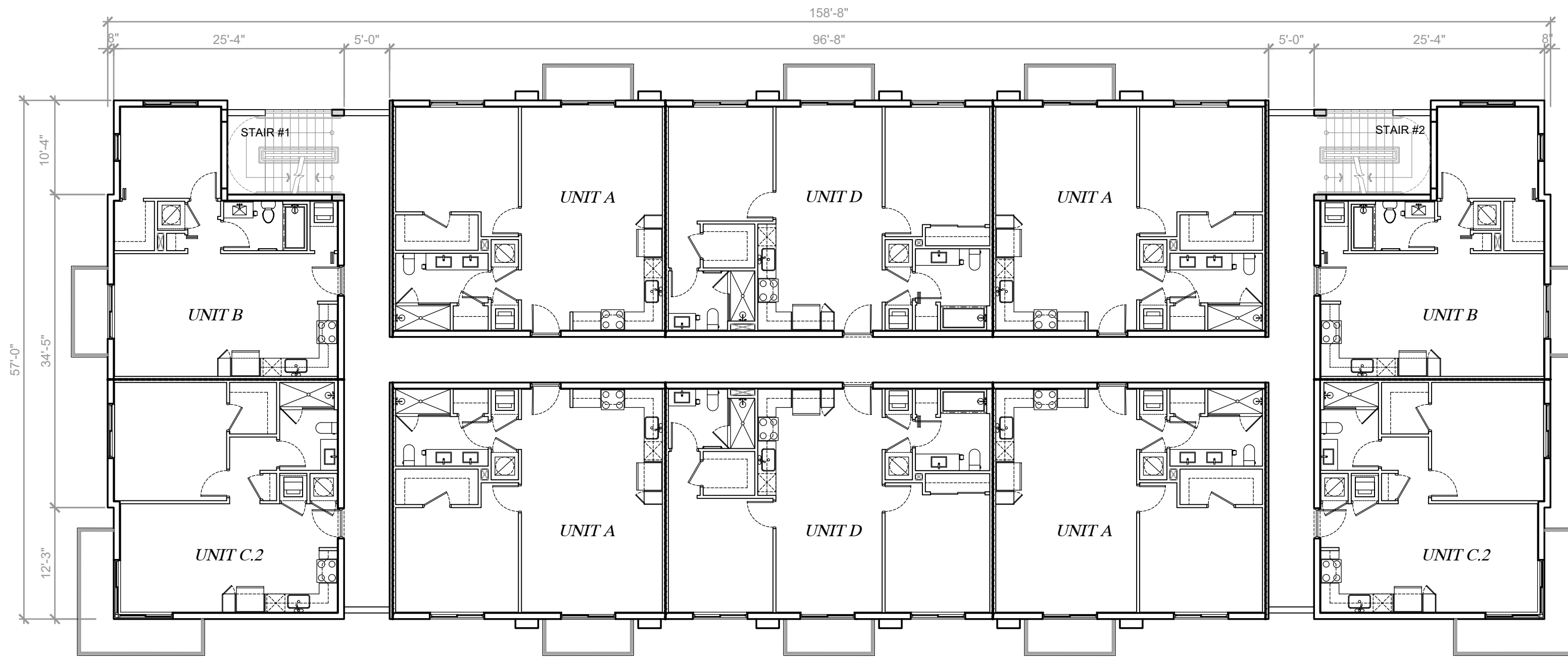
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OF: 1 SHEETS

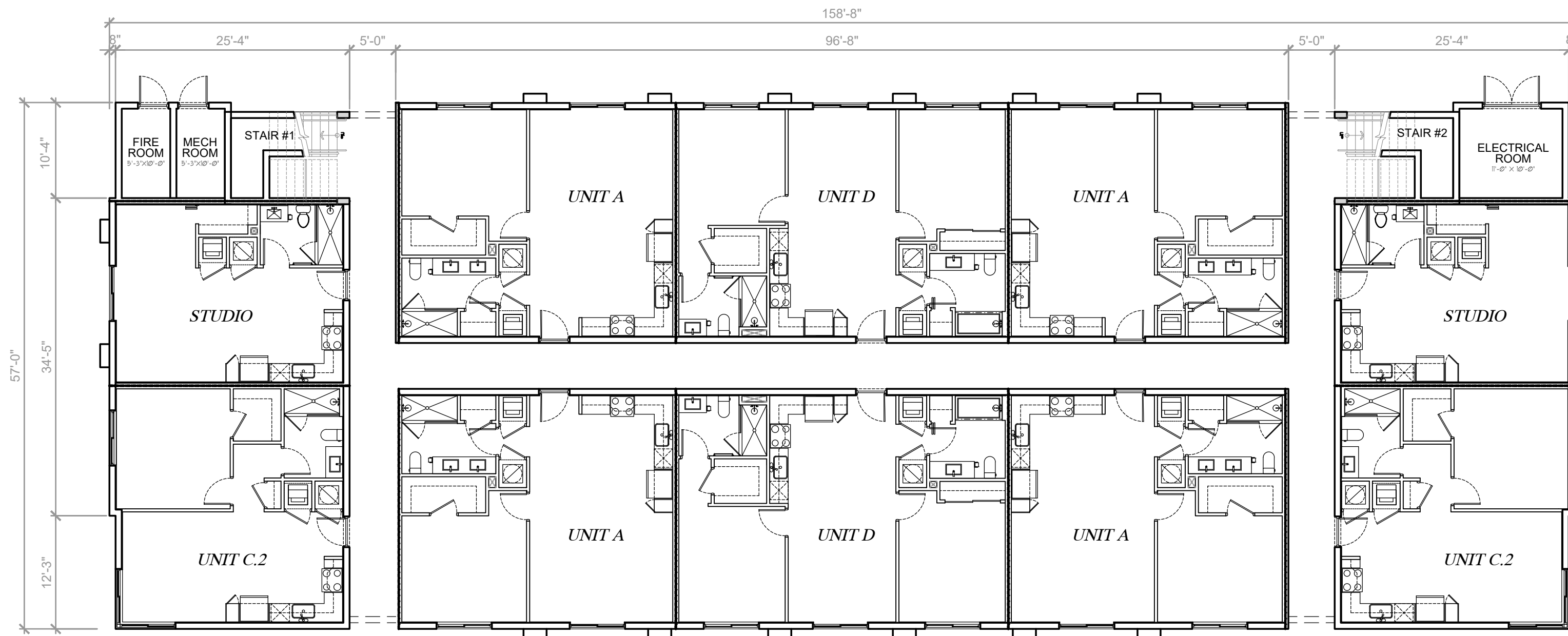
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BUILDING LOCATION
3/32" = 1'-0"



**BUILDING TYPE II - 30 UNITS
TYP 2nd & 3rd FLOOR PLAN**
SCALE: 3/32" = 1'-0"



**BUILDING TYPE II - 30 UNITS
GROUND FLOOR PLAN**
SCALE: 3/32" = 1'-0"

UNIT BREAKDOWN									
UNIT TYPE	No. BED / BATH	UNIT NET A/C AREA	UNIT AREA GROSS (w/balcony)	PER FLOOR COUNT			TOTAL No UNIT TYPES	TOTAL No UNIT PER BED	(% UNIT TYPES)
				1ST FLR	2ND FLR	3RD FLR			
STUDIO	STUDIO	520 SF	560 SF	2	0	0	2	2	6.7%
UNIT A	1/1	779 SF	819 SF	4	4	4	12	22	73.3%
UNIT B	1/1	666 SF	706 SF	0	2	2	4		
UNIT C	1/1	676 SF	716 SF	0	0	0	0		
UNIT C.2	1/1	676 SF	772 SF	2	2	2	6		
UNIT D	2/2	936 SF	976 SF	2	2	2	6	6	20.0%
UNIT D.2	2/2	936 SF	976 SF	0	0	0	0		
UNIT E	3/2	1,281 SF	1,321 SF	0	0	0	0	0	0.0%
UNIT E.2	3/2	1,343 SF	1,383 SF	0	0	0	0		
TOTAL UNITS QTY. PER FLOOR				10	10	10	30	30	100%
AVERAGE UNIT SIZE				868.1 SF					

GROSS AREA CALCULATIONS			
LEVEL	CIRCULATION / UTILITIES	NET AREA	GROSS AREA
1 LEVEL	1,593 SF	7,380 SF	8,973 SF
2 LEVEL	1,301 SF	7,672 SF	8,973 SF
3 LEVEL	1,301 SF	7,672 SF	8,973 SF
TOTAL	4,195 SF	22,724 SF	26,919 SF

EFFICIENCY TABLE	
TOTAL RENTABLE NET AREA	22,724 SF
TOTAL GROSS BUILDING AREA	26,919 SF
TOTAL %	84%

UNIT BREAKDOWN										
UNIT TYPE	No. BED / BATH	UNIT NET A/C AREA	UNIT AREA GROSS (w/balcony)	PER FLOOR COUNT			TOTAL NET			
				1ST FLR	NET 1ST FLR	2ND FLR		NET 2ND FLR	3RD FLR	NET 3RD FLR
STUDIO	STUDIO	520 SF	560 SF	2	1,040 SF	0	0 SF	0	0 SF	1,040 SF
UNIT A	1/1	779 SF	819 SF	4	3,116 SF	4	3,116 SF	4	3,116 SF	9,348 SF
UNIT B	1/1	666 SF	706 SF	0	0 SF	2	1,332 SF	2	1,332 SF	2,664 SF
UNIT C	1/1	676 SF	716 SF	0	0 SF	0	0 SF	0	0 SF	0 SF
UNIT C.2	1/1	676 SF	772 SF	2	1,352 SF	2	1,352 SF	2	1,352 SF	4,056 SF
UNIT D	2/2	936 SF	976 SF	2	1,872 SF	2	1,872 SF	2	1,872 SF	5,616 SF
UNIT D.2	2/2	936 SF	976 SF	0	0 SF	0	0 SF	0	0 SF	0 SF
UNIT E	3/2	1,281 SF	1,321 SF	0	0 SF	0	0 SF	0	0 SF	0 SF
UNIT E.2	3/2	1,343 SF	1,383 SF	0	0 SF	0	0 SF	0	0 SF	0 SF
TOTAL UNITS QTY. PER FLOOR				10	7,380 SF	10	7,672 SF	10	7,672 SF	22,724 SF

UNIT MIX PER BUILDING TYPE

PBC AMENDMENTS:

PBC ZONING STAMP:

OWNER:
TERRA GROUP & FRISBIE GROUP

WESTGATE VILLAGE MUPD
BY
TERRA GROUP & FRISBIE GROUP
PALM BEACH COUNTY, FLORIDA

SEAL:

BUILDING TYPE II

FLOOR PLANS
DATE: 2025-01-27
SCALE: AS SHOWN
DRAWN: JC
CHECK BY: PPKS
JOB NO.: 24-42
SHEET NO.:

PPF1

OF 1 SHEETS

MATERIAL & FINISHES LEGEND

A	BODY - SMOOTH STUCCO FINISH. ALABASTER SW 7008
B	RUSTICATED STUCCO SCORED BASE ACCESSIBLE BEIGE SW 7036
C	TOP FLOOR EYEBROWS. BALCONY CEILING. ACCESSIBLE BEIGE SW 7036
D	ALUMINUM RAILING/GUARDRAIL. BRONZE COLOR
E	STOREFRONT WINDOW. BRONZE COLOR FRAMES. ALL WINDOWS TO BE IMPACT GLASS
F	FLAT ROOF. PARAPET BODY COLOR

ARTICLE 5 CHAPTER C - DESIGN STANDARDS COMPLIANCE - BUILDING TYPE III

ELEMENT	ELEMENT	H. GUIDELINES		FRONT ELEVATION	REAR ELEVATION	SIDE ELEVATIONS
		REQUIRED	PROVIDED	PROVIDED	PROVIDED	PROVIDED
B. ROOFLINE TABLE 5.C.1.H	PRIMARY ROOF DESIGN ELEMENT (1)	a. Articulated parapet along 30 percent of the roofline for each elevation. (1)(2) b. Pitched roof with maximum 12 inch overhanging eaves. c. Two or more plane breaks or slopes per facade elevation. d. Any combination of the above.	a. Articulated parapet for each elevation: Front 46% c. Parapet plane breaks per facade elevation	a. Articulated parapet for each elevation: Rear 46% c. Parapet plane breaks per facade elevation	a. Articulated parapet for each elevation: Sides 31% c. Parapet plane breaks per facade elevation	a. Articulated parapet for each elevation: Sides 31% c. Parapet plane breaks per facade elevation
	SECONDARY ROOF TREATMENT (2)	a. Decorative roof details, such as domes, cupolas, rafter tails, balconies, terraces, or exposed beams, or eaves with decorative moldings. b. Pediments, porticos, architectural features of entryways, or decorative towers.	c. Decorative towers from facade breaking parapet continuity	c. Decorative towers from facade breaking parapet continuity	c. Decorative towers from facade breaking parapet continuity	c. Decorative towers from facade breaking parapet continuity
C. FACADE	REQUIRED DESIGN ELEMENTS (3)	a. Recesses, Projections >30 Length, 12" min depth, 100' max spacing, 20% of total length of facade b. Walls: not exceed 10ft height or 20ft in length. c. Storefronts: individual ground-level setbacks with exterior public access.	a. Total Length: 154'-0" Depth wall projection: 12" Balcony/slabs projection: 4'-0" Spacing: 14'-5" >20% b. No blank walls exceeding the 20 ft in length. c. N/A	a. Total Length: 154'-0" Depth wall projection: 12" Balcony/slabs projection: 4'-0" Spacing: 14'-5" >20% b. No blank walls exceeding the 20 ft in length. c. N/A	a. Total Length: 206'-0" Depth wall projection: 12" Balcony/slabs projection: 4'-0" Spacing: 20'-2" >20% b. No blank walls exceeding the 20 ft in length. c. N/A	a. Total Length: 206'-0" Depth wall projection: 12" Balcony/slabs projection: 4'-0" Spacing: 20'-2" >20% b. No blank walls exceeding the 20 ft in length. c. N/A
	ADDITIONAL DESIGN ELEMENTS (4)	a. Exterior treatment: two different building material textures or finishes b. Fenestration details: 40% of the facade length if contiguous to a public street c. Entries: Minimum one clearly defined entrance according to table 5.C.1.H d. Color e. Design elements subject to ZC or BCC approval	a. Rusticated Scored Stucco on base and smooth stucco on body e. Body and accent color included	a. Rusticated Scored Stucco on base and smooth stucco on body e. Body and accent color included	a. Rusticated Scored Stucco on base and smooth stucco on body e. Body and accent color included	a. Rusticated Scored Stucco on base and smooth stucco on body e. Body and accent color included

ARTICLE 3 - WCRA - 3. ARCHITECTURAL GUIDELINES - BUILDING TYPE III

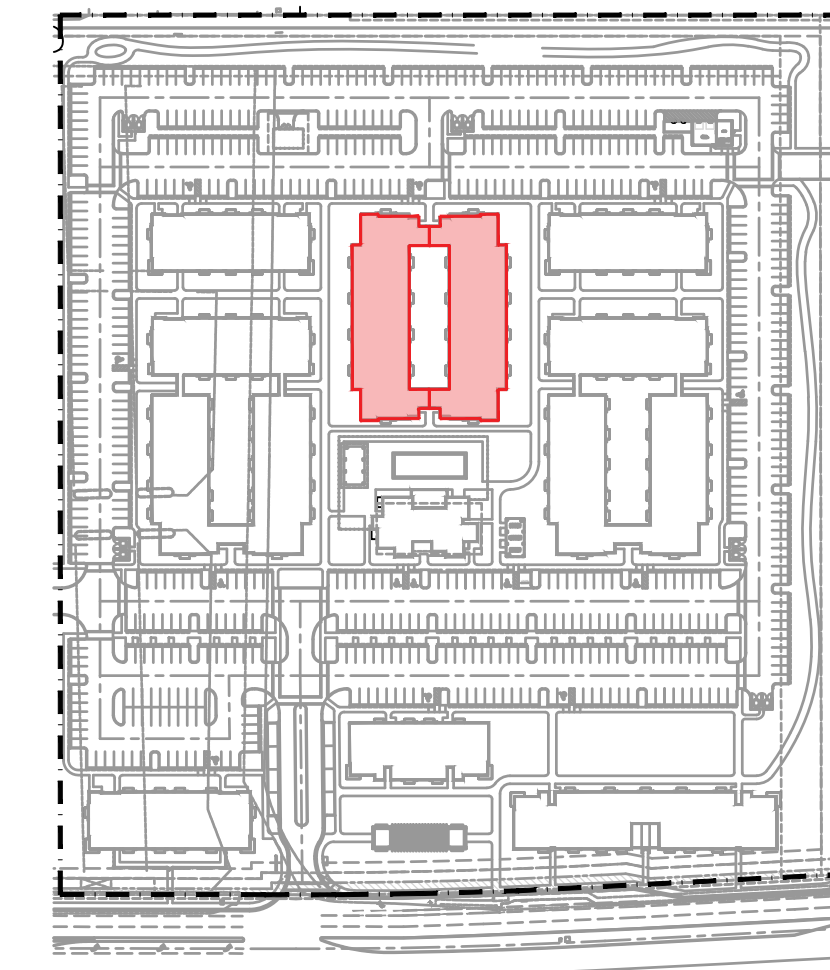
ELEMENT	REQUIRED	PROVIDED
A. PORCHES AND BALCONIES	Notwithstanding the requirements of Art. 5.C.1.H.2.b, balconies and patios, a minimum of 20 percent of all townhouses in the total number of multifamily dwelling units on each floor shall have individual balconies or porches. A minimum of one balcony or porch shall be required for any project with less than five units.	100% of units include a balcony. All unit models count with a private balcony. First floor will have a patio surrounded by landscape
B. BUILDING ENTRANCE ORIENTATION	All uses in the NRM, NC, and UG sub-areas shall have a principal entrance on the first floor oriented towards the street used as the primary frontage for the building. Carriage Homes (Multiple Units on a single lot) may also be oriented to a common entryway or open space courtyard which is oriented towards the street used as the primary frontage.	Provided
C. FENESTRATION DETAIL - WINDOWS & DOORS	All mirrored or reflective glass, sliding glass door, and glass blocks shall be prohibited. Where required, glazing shall have a minimum 70 percent transparency. A minimum of six square ft of glazing per linear foot of facade shall be provided at a pedestrian scale, on the first floor frontage or side street frontage.	No glazing required under table 3.8.14 G WCRAO. Supplementory standards by Sub-area
D. ARCADES AND GALLERIES	Arcade or gallery dimensions shall be in accordance with Figure 3.8.14 G, WCRAO Arcade and Gallery Standards. Where arcades and galleries are required, galleries shall not exceed 50 percent of the total building frontage. (Date: 2006/08)	N/A
E. DRIVE-THROUGHTS AND GAS STATION CANOPIES	Drive-throughts and Gas Station Canopies in the NRM, NC, and UG sub-areas, or drive-through gas station canopy, or fueling area shall be located to the rear of all buildings. (Date: 2006/08)	N/A
F. AMBIZANNES	Mezzanines shall be counted as floor, but cannot be used to meet the NC Sub-area two-story requirement. (Date: 2006/08)	N/A

PBC AMENDMENTS:

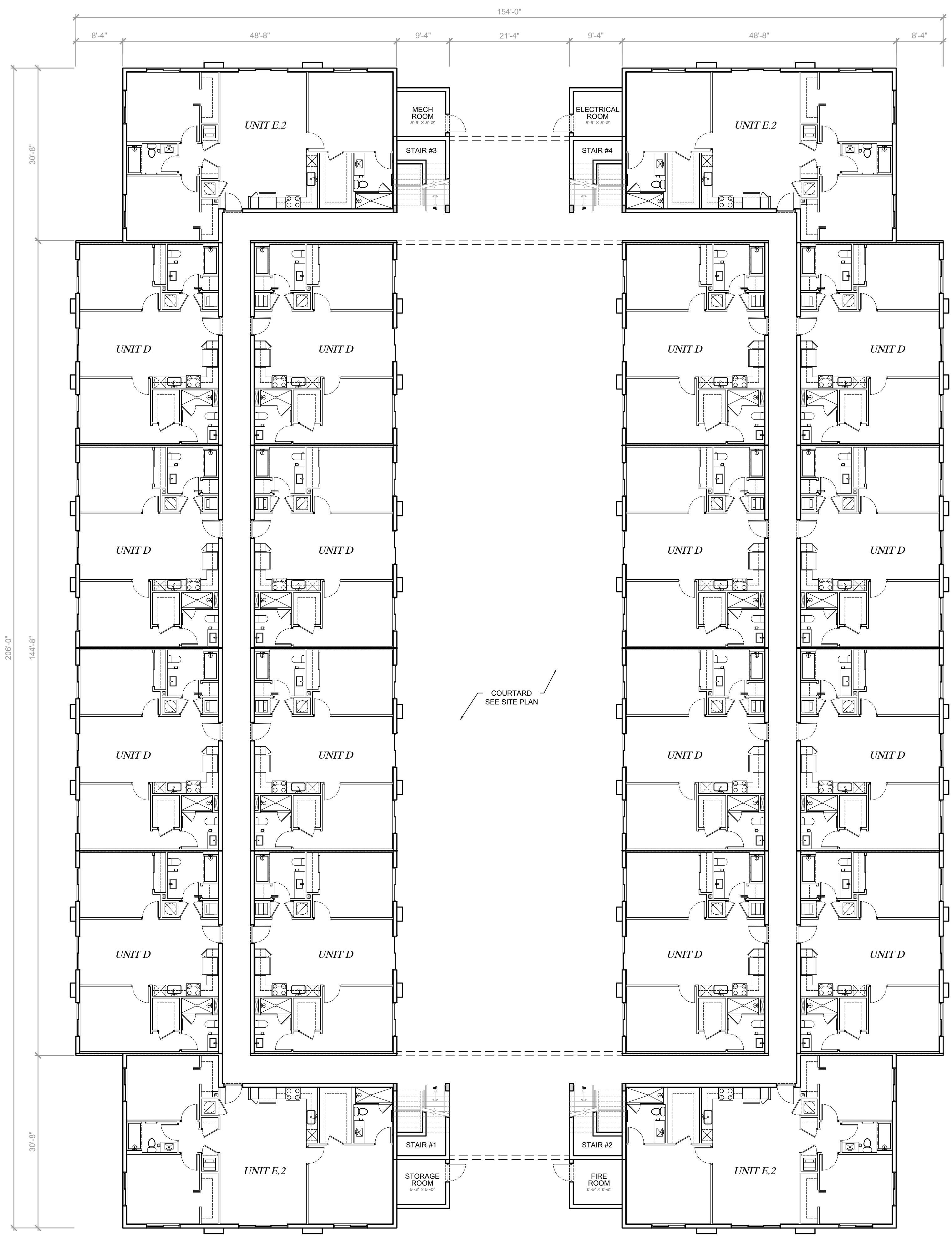
PBC ZONING STAMP:



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BUILDING LOCATION
 3/32" = 1'-0"



BUILDING TYPE III - 60 UNITS
 GROUND FLOOR PLAN
 SCALE: 3/32" = 1'-0"

GROSS AREA CALCULATIONS										
LEVEL	CIRCULATION / UTILITIES	NET AREA	GROSS AREA							
1 LEVEL	3,967 SF	20,348 SF	24,315 SF							
2 LEVEL	2,826 SF	20,348 SF	23,174 SF							
3 LEVEL	2,826 SF	20,348 SF	23,174 SF							
TOTAL	9,619 SF	61,044 SF	70,663 SF							

EFFICIENCY TABLE			
TOTAL RENTABLE NET AREA	61,044 SF		
TOTAL GROSS BUILDING AREA	70,663 SF		
TOTAL %	86%		

GROSS BREAKDOWN										
UNIT TYPE	No. BED / BATH	UNIT NET A/C AREA	UNIT AREA GROSS (w/balcony)	PER FLOOR COUNT			TOTAL No UNIT TYPES	TOTAL No PER BED	TOTAL (%) UNIT TYPES	
				1ST FLR	2ND FLR	3RD FLR				
STUDIO	STUDIO	520 SF	560 SF	0	0	0	0	0	0.0%	
UNIT A	1 / 1	779 SF	819 SF	0	0	0	0	0	0.0%	
UNIT B	1 / 1	666 SF	706 SF	0	0	0	0	0	0.0%	
UNIT C	1 / 1	676 SF	716 SF	0	0	0	0	0	0.0%	
UNIT C.2	1 / 1	676 SF	772 SF	0	0	0	0	0	0.0%	
UNIT D	2 / 2	936 SF	976 SF	16	16	16	48	48	80.0%	
UNIT D.2	2 / 2	936 SF	976 SF	0	0	0	0	0	0.0%	
UNIT E	3 / 2	1,281 SF	1,321 SF	0	0	0	0	0	0.0%	
UNIT E.2	3 / 2	1,343 SF	1,383 SF	4	4	4	12	12	20.0%	
TOTAL UNITS QTY. PER FLOOR				20	20	20	60	60	100%	
AVERAGE UNIT SIZE: 968.1 SF										

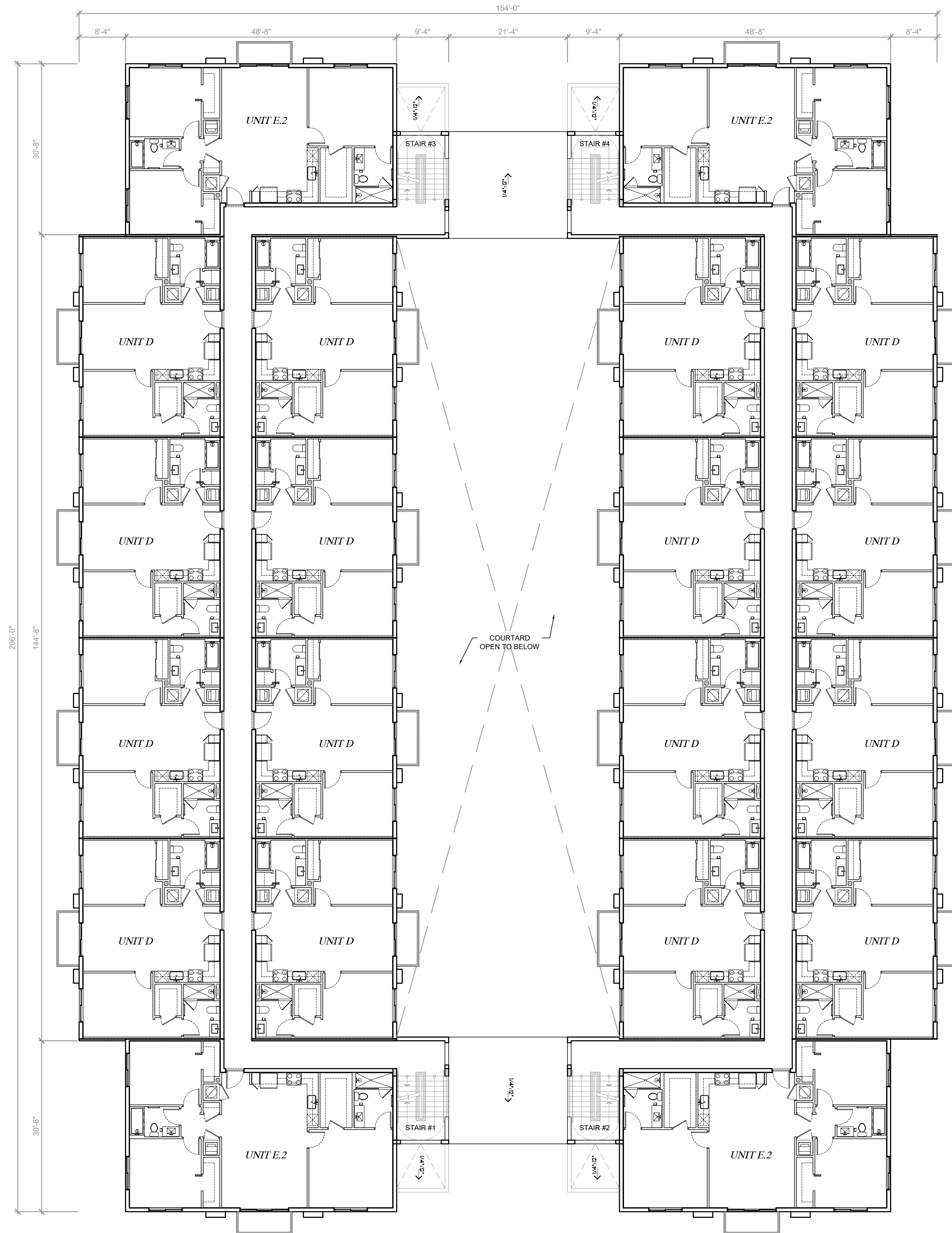
UNIT BREAKDOWN										
UNIT TYPE	No. BED / BATH	UNIT NET A/C AREA	UNIT AREA GROSS (w/balcony)	PER FLOOR COUNT						TOTAL NET
				1ST FLR	NET 1ST FLR	2ND FLR	NET 2ND FLR	3RD FLR	NET 3RD FLR	
STUDIO	STUDIO	520 SF	560 SF	0	0 SF	0	0 SF	0	0 SF	0 SF
UNIT A	1 / 1	779 SF	819 SF	0	0 SF	0	0 SF	0	0 SF	0 SF
UNIT B	1 / 1	666 SF	706 SF	0	0 SF	0	0 SF	0	0 SF	0 SF
UNIT C	1 / 1	676 SF	716 SF	0	0 SF	0	0 SF	0	0 SF	0 SF
UNIT C.2	1 / 1	676 SF	772 SF	0	0 SF	0	0 SF	0	0 SF	0 SF
UNIT D	2 / 2	936 SF	976 SF	16	14,976 SF	16	14,976 SF	16	14,976 SF	44,928 SF
UNIT D.2	2 / 2	936 SF	976 SF	0	0 SF	0	0 SF	0	0 SF	0 SF
UNIT E	3 / 2	1,281 SF	1,321 SF	0	0 SF	0	0 SF	0	0 SF	0 SF
UNIT E.2	3 / 2	1,343 SF	1,383 SF	4	5,372 SF	4	5,372 SF	4	5,372 SF	16,116 SF
TOTAL UNITS QTY. PER FLOOR				20	20,348 SF	20	20,348 SF	20	20,348 SF	61,044 SF

UNIT MIX PER BUILDING TYPE

PBC AMENDMENTS:

PBC ZONING STAMP:

WESTGATE VILLAGE MUPD
BY
TERRA GROUP & FRISBIE GROUP
PALM BEACH COUNTY, FLORIDA

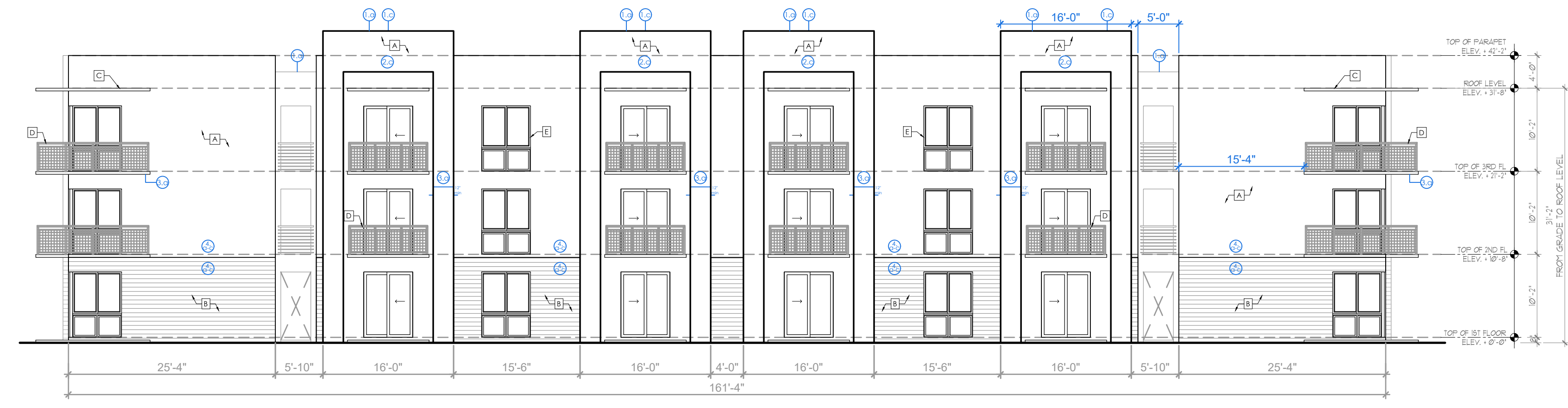


BUILDING TYPE III - 60 UNITS
TYP 2nd & 3rd FLOOR PLAN
SCALE: 3/32" = 1'-0"

PBC AMENDMENTS:

PBC ZONING STAMP:

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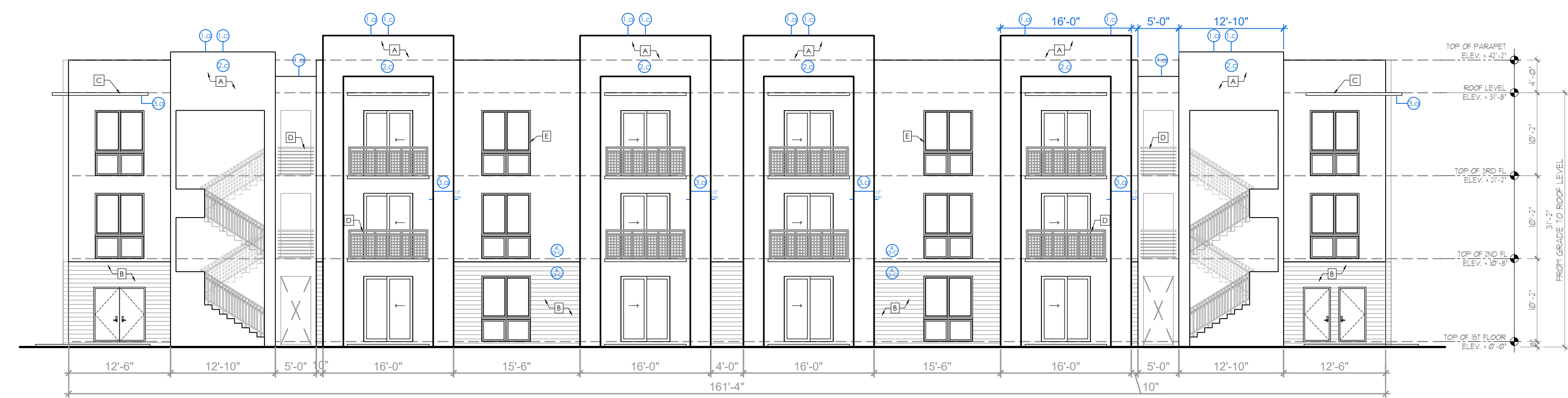
BUILDING TYPE IV - 36 UNITS
FRONT ELEVATION - EAST
SCALE: 3/32" = 1'-0"



BUILDING TYPE IV - 36 UNITS
LEFT SIDE ELEVATION - SOUTH
SCALE: 3/32" = 1'-0"



BUILDING TYPE IV - 36 UNITS
RIGHT SIDE ELEVATION - NORTH
SCALE: 3/32" = 1'-0"



BUILDING TYPE IV - 36 UNITS
REAR ELEVATION - WEST
SCALE: 3/32" = 1'-0"

MATERIAL & FINISHES LEGEND

- A** BODY - SMOOTH STUCCO FINISH, ALABASTER SW 7008
- B** RUSTICATED STUCCO SCORED BASE ACCESSIBLE BEIGE SW 7036
- C** TOP FLOOR EYEBROWS, BALCONY CEILINGS, ACCESSIBLE BEIGE SW 7036
- D** ALUMINUM RAILING/GUARDRAIL, BRONZE COLOR
- E** STOREFRONT WINDOW, BRONZE COLOR FRAMES, ALL WINDOWS TO BE IMPACT GLASS
- F** FLAT ROOF, PARAPET BODY COLOR

ARTICLE 5 CHAPTER C - DESIGN STANDARDS COMPLIANCE - BUILDING TYPE IV

H. GUIDELINES		FRONT ELEVATION	REAR ELEVATION	SIDE ELEVATIONS	
ELEMENT	ELEMENT	REQUIRED	PROVIDED	PROVIDED	
B. ROOFLINE TABLE S.C.1.H	PRIMARY ROOF DESIGN ELEMENT	a. Articulated parapet along 30 percent of the roofline for each elevation. (1)(2) b. Pitched roof with minimum 12:12 overhanging eaves. c. Two or more plane breaks or slopes per facade elevation. d. Any combination of the above.	a. Articulated parapet for each elevation. b. Parapet plane breaks per facade elevation.	a. Articulated parapet for each elevation. Rear 42% b. Parapet plane breaks per facade elevation.	a. Articulated parapet for each elevation. Rear 42% b. Parapet plane breaks per facade elevation.
	SECONDARY ROOF TREATMENT	a. Decorative roof details, such as dormers, cupolas, rafter tails, balconies, terraces, or exposed beams. b. Cornices with decorative moldings. c. Pediments, porches, architectural features of entryways, or decorative towers.	c. Decorative towers from facade breaking parapet continuity	c. Decorative towers from facade breaking parapet continuity	c. Decorative towers from facade breaking parapet continuity
C. FACADE	REQUIRED DESIGN ELEMENTS	a. Recesses / Projections >50 length, 12" min depth, 100' max spacing, 30% of total length of facade b. Walls - not exceed 10ft height or 20ft in length. c. Storefronts: individual ground-level retail uses with exterior public access.	a. Total Length: 141'-4" Depth wall projection: 12" Balcony/side projection: 4'-0" Spacing: 15'-6" >20% b. No blank walls exceeding the 20 ft in length. c. N/A	a. Total Length: 141'-4" Depth wall projection: 12" Balcony/side projection: 4'-0" Spacing: 15'-6" >20% b. No blank walls exceeding the 20 ft in length. c. N/A	a. Total Length: 37'-0" Depth wall projection: 12" Balcony/side projection: 4'-0" Spacing: 16'-1" >20% b. No blank walls exceeding the 20 ft in length. c. N/A
	ADDITIONAL DESIGN ELEMENTS	a. Exterior treatment: two different building material textures or finishes b. Fenestration details: 50% of the facade length if contiguous to a public street c. Entries: Minimum one clearly defined entrance according to tables S.C.1.H to Color d. Design elements subject to IC or ICC (access)	a. Rusticated Scored stucco on base and smooth stucco on body b. Body and accent color included	a. Rusticated Scored stucco on base and smooth stucco on body b. Body and accent color included	a. Rusticated Scored stucco on base and smooth stucco on body b. Body and accent color included

ARTICLE 3 - WCRA - 3. ARCHITECTURAL GUIDELINES - BUILDING TYPE IV

ELEMENT	REQUIRED	PROVIDED
A. PORCHES AND BALCONIES	Notwithstanding the requirements of Act. S.C. 1.H.2.B, balconies and porches, a minimum of 20 percent of all front porches or the total number of multi-family dwelling units on each floor shall have individual balconies or porches. A minimum of one balcony or porch shall be required for any project with less than five units.	100% of units include a balcony. All unit models count with a private balcony. First floor will have a public surrounded by landscape
B. BUILDING ENTRANCE ORIENTATION	All uses in the MM, HC, NC and UC Sub-areas shall have a principal entrance on the first floor oriented towards the street used on the primary frontage for the building. College Homes (Multiple Units on a single lot) may also be oriented to a common entryway or open space courtyard which is oriented towards the street used on the primary frontage.	Provided
C. FENESTRATION DETAIL, WINDOWS & DOORS	All mirrors or reflective glass, glazing glass door, and glass blocks shall be prohibited. Where required, glazing shall have a minimum 70 percent transparency. A minimum six square ft of glazing per linear foot of facade shall be provided at a pedestrian scale, on the first floor frontage or side street frontage.	No glazing required under table 3.8.1.G WCRA-3.0. Supplementary standards by Sub-area
D. ARCADES AND GALLERIES	ArCADE or gallery dimensions shall be in accordance with Figure 3.8.1.G. WCRA-3.0. Arcade and Gallery Standards. Where arcades and galleries are required, galleries shall not exceed 50 percent of the total building frontage. (Ord. 2004-004) (Ord. 2010-022)	N/A
E. DRIVE THROUGHT AND GAS STATION CANOPES	a. Drive Throughts and Gas Station Canopies in the MM, HC, and NC Sub-areas, a drive-through, gas station canopy, or parking area posted located to the rear of all buildings. (Ord. 2004-004)	N/A
F. MEZZANINES	Mezzanines shall be counted as a floor, but cannot be used to meet the HC Sub-area two-story requirement. (Ord. 2004-004)	N/A

PBC AMENDMENTS:

PBC ZONING STAMP:

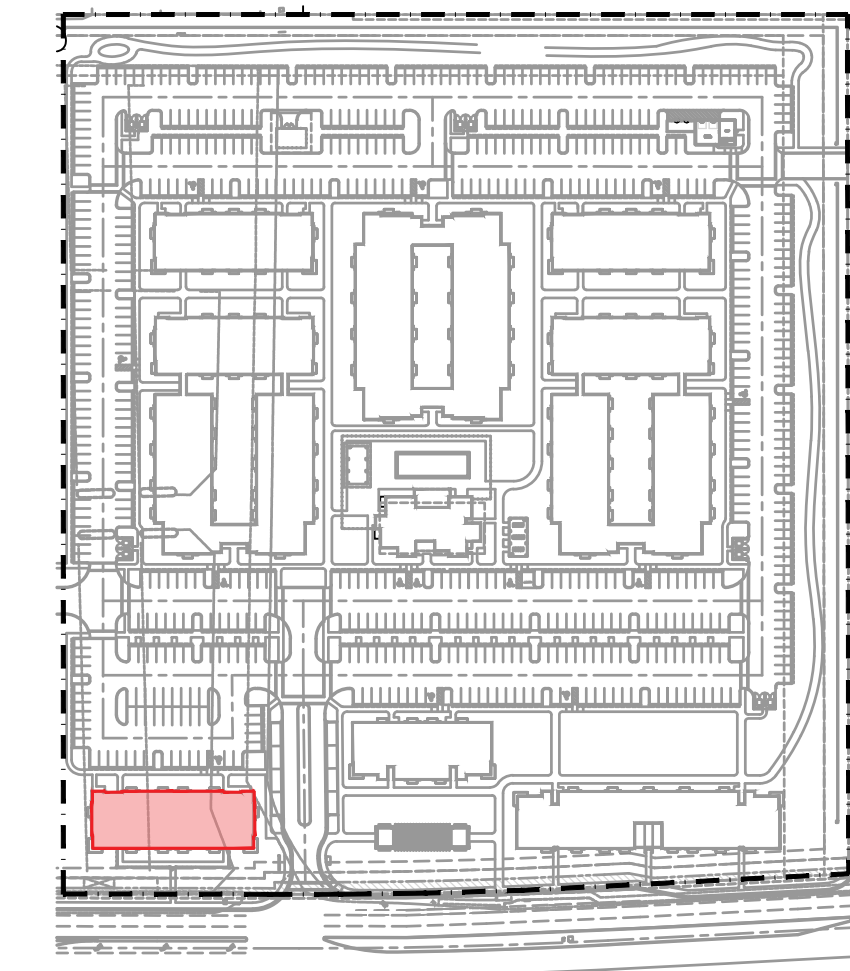
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BUILDING TYPE IV

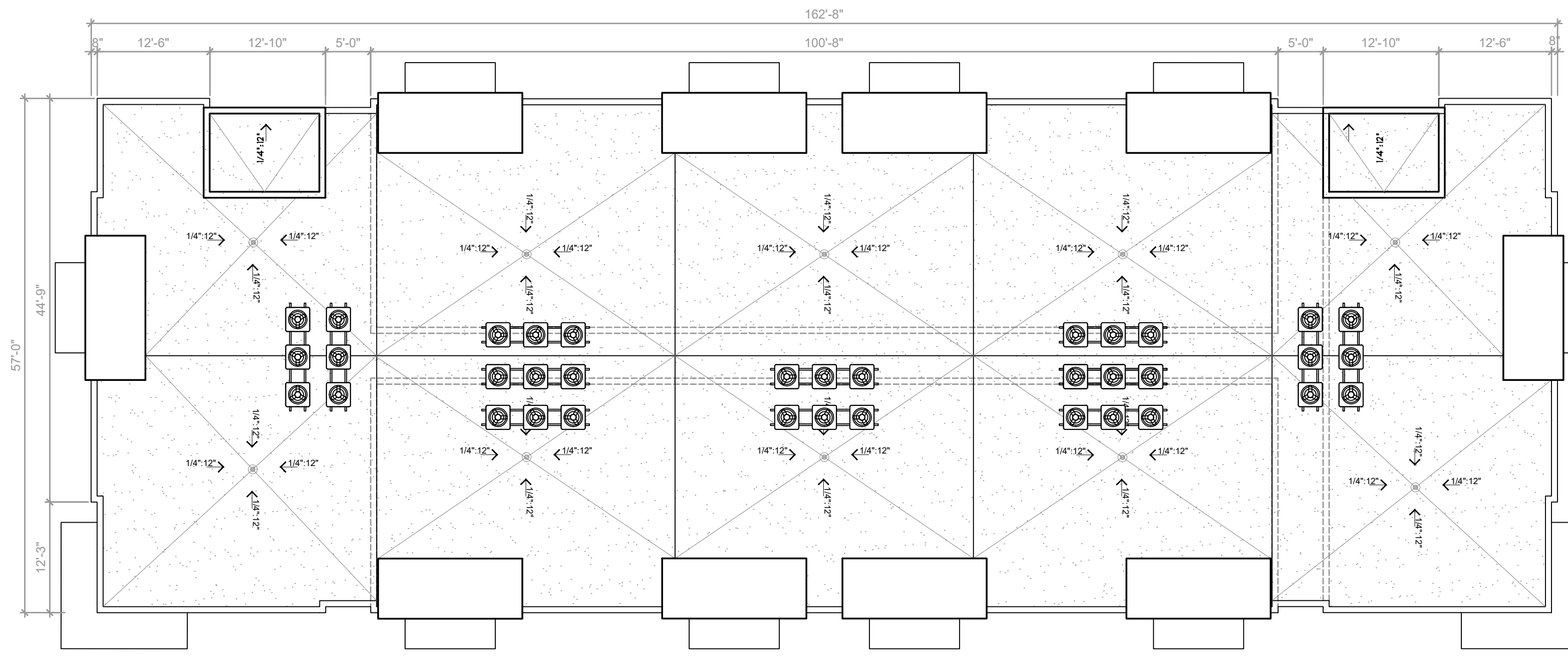
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CHECK BY: PPKS
JOB NO.: 24-42
SHEET NO.:

PAEI

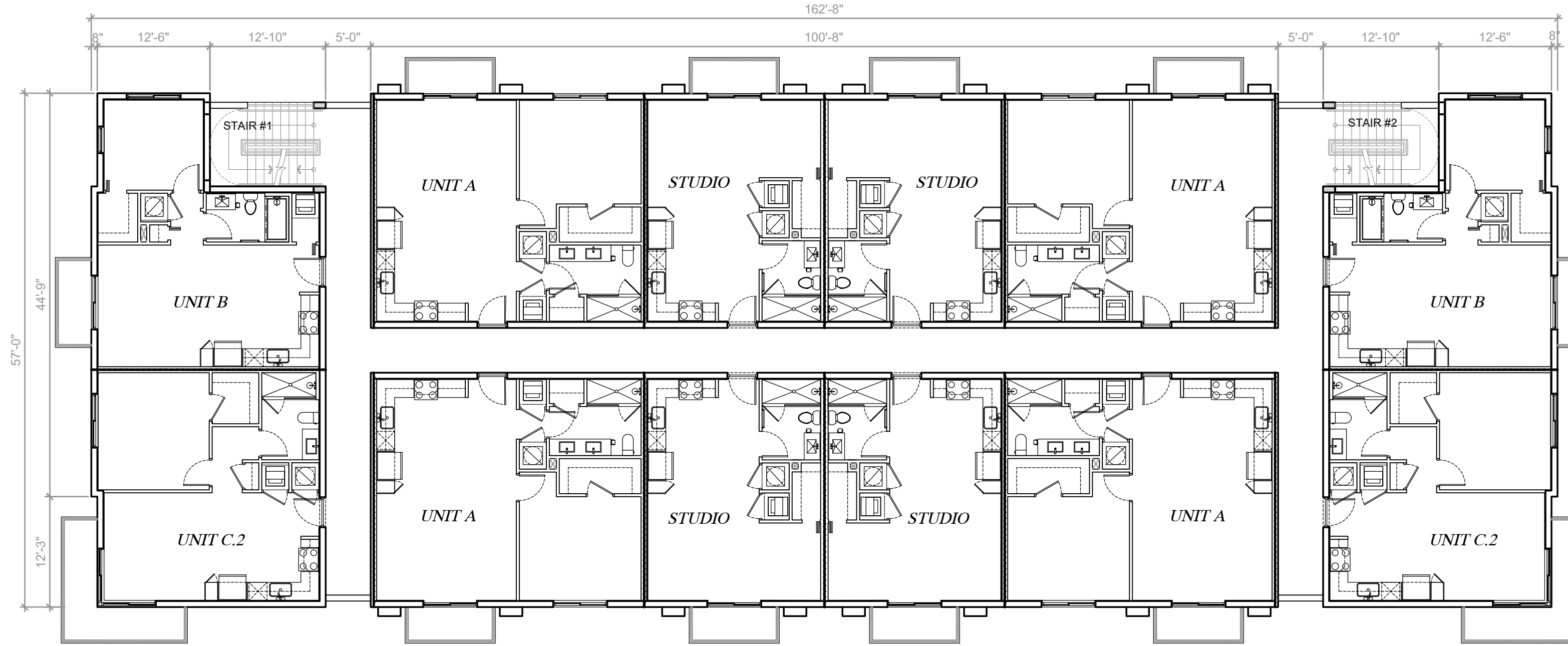
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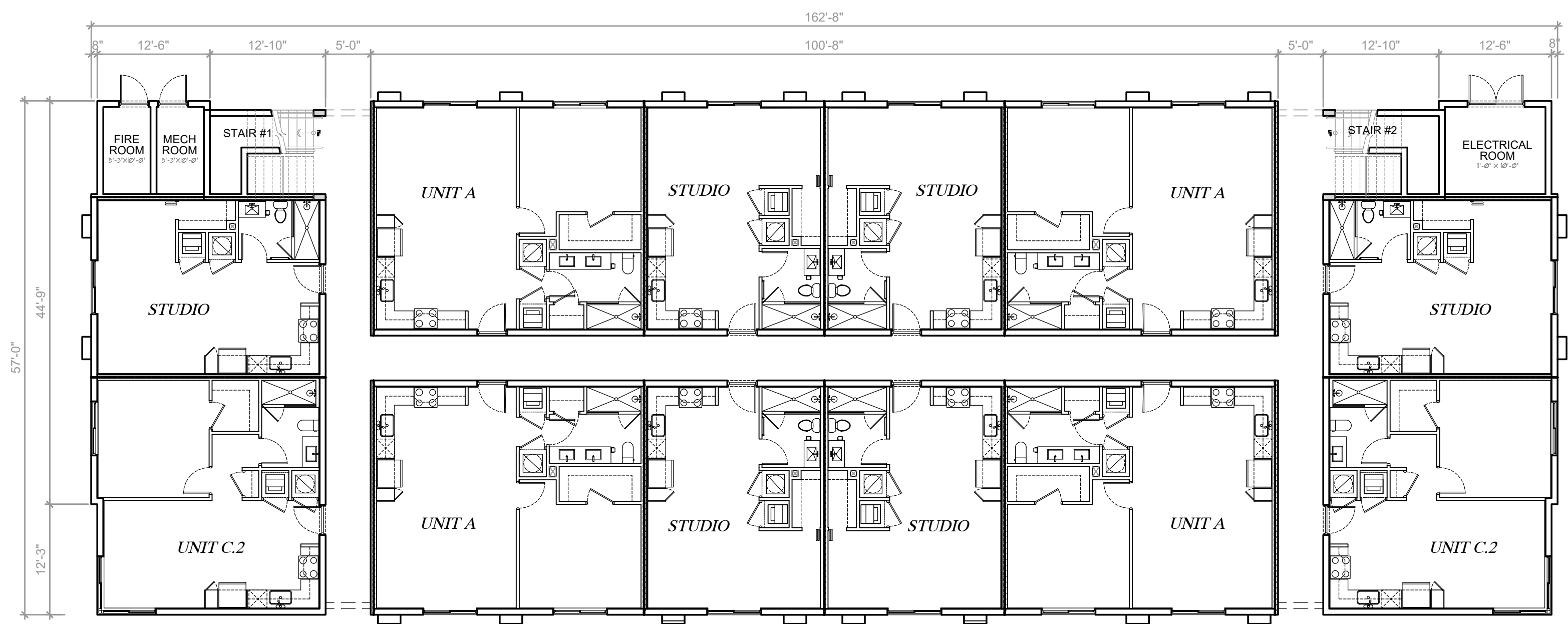
BUILDING LOCATION
3/32" = 1'-0"



**BUILDING TYPE IV - 36 UNITS
ROOF PLAN**
SCALE: 3/32" = 1'-0"



**BUILDING TYPE IV - 36 UNITS
TYP 2nd & 3rd FLOOR PLAN**
SCALE: 3/32" = 1'-0"



**BUILDING TYPE IV - 36 UNITS
GROUND FLOOR PLAN**
SCALE: 3/32" = 1'-0"

UNIT BREAKDOWN									
UNIT TYPE	No. BED / BATH	UNIT NET A/C AREA	UNIT AREA GROSS (w/balcony)	PER FLOOR COUNT			TOTAL No UNIT TYPES	TOTAL No UNIT PER BED	(% UNIT TYPES)
				1ST FLR	2ND FLR	3RD FLR			
STUDIO	1/1	520 SF	560 SF	6	4	4	14	14	38.9%
UNIT A	1/1	779 SF	819 SF	4	4	4	12	22	61.1%
UNIT B	1/1	666 SF	706 SF	0	2	2	4	0	0.0%
UNIT C	1/1	676 SF	716 SF	0	0	0	0	0	0.0%
UNIT C.2	1/1	676 SF	772 SF	2	2	2	6	0	0.0%
UNIT D	2/2	936 SF	976 SF	0	0	0	0	0	0.0%
UNIT D.2	2/2	936 SF	976 SF	0	0	0	0	0	0.0%
UNIT E	3/2	1,281 SF	1,321 SF	0	0	0	0	0	0.0%
UNIT E.2	3/2	1,343 SF	1,383 SF	0	0	0	0	0	0.0%
TOTAL UNITS QTY. PER FLOOR				12	12	12	36	36	100%
AVERAGE UNIT SIZE				868.1 SF					

GROSS AREA CALCULATIONS			
LEVEL	CIRCULATION / UTILITIES	NET AREA	GROSS AREA
1 LEVEL	1,614 SF	7,588 SF	9,202 SF
2 LEVEL	1,322 SF	7,880 SF	9,202 SF
3 LEVEL	1,322 SF	7,880 SF	9,202 SF
TOTAL	4,258 SF	23,348 SF	27,606 SF

EFFICIENCY TABLE	
TOTAL RENTABLE NET AREA	23,348 SF
TOTAL GROSS BUILDING AREA	27,606 SF
TOTAL %	85%

UNIT BREAKDOWN										
UNIT TYPE	No. BED / BATH	UNIT NET A/C AREA	UNIT AREA GROSS (w/balcony)	PER FLOOR COUNT			TOTAL NET			
				1ST FLR	2ND FLR	3RD FLR				
STUDIO	1/1	520 SF	560 SF	6	3,120 SF	4	2,080 SF	4	2,080 SF	7,280 SF
UNIT A	1/1	779 SF	819 SF	4	3,116 SF	4	3,116 SF	4	3,116 SF	9,348 SF
UNIT B	1/1	666 SF	706 SF	0	0 SF	2	1,332 SF	2	1,332 SF	2,664 SF
UNIT C	1/1	676 SF	716 SF	0	0 SF	0	0 SF	0	0 SF	0 SF
UNIT C.2	1/1	676 SF	772 SF	2	1,352 SF	2	1,352 SF	2	1,352 SF	4,066 SF
UNIT D	2/2	936 SF	976 SF	0	0 SF	0	0 SF	0	0 SF	0 SF
UNIT D.2	2/2	936 SF	976 SF	0	0 SF	0	0 SF	0	0 SF	0 SF
UNIT E	3/2	1,281 SF	1,321 SF	0	0 SF	0	0 SF	0	0 SF	0 SF
UNIT E.2	3/2	1,343 SF	1,383 SF	0	0 SF	0	0 SF	0	0 SF	0 SF
TOTAL UNITS QTY. PER FLOOR				12	7,588 SF	12	7,880 SF	12	7,880 SF	23,348 SF

UNIT MIX PER BUILDING TYPE

PBC AMENDMENTS:

PBC ZONING STAMP:

OWNER:
TERRA GROUP & FRISBIE GROUP

WESTGATE VILLAGE MUPD
BY
TERRA GROUP & FRISBIE GROUP
PALM BEACH COUNTY, FLORIDA

SEAL:

BUILDING TYPE IV

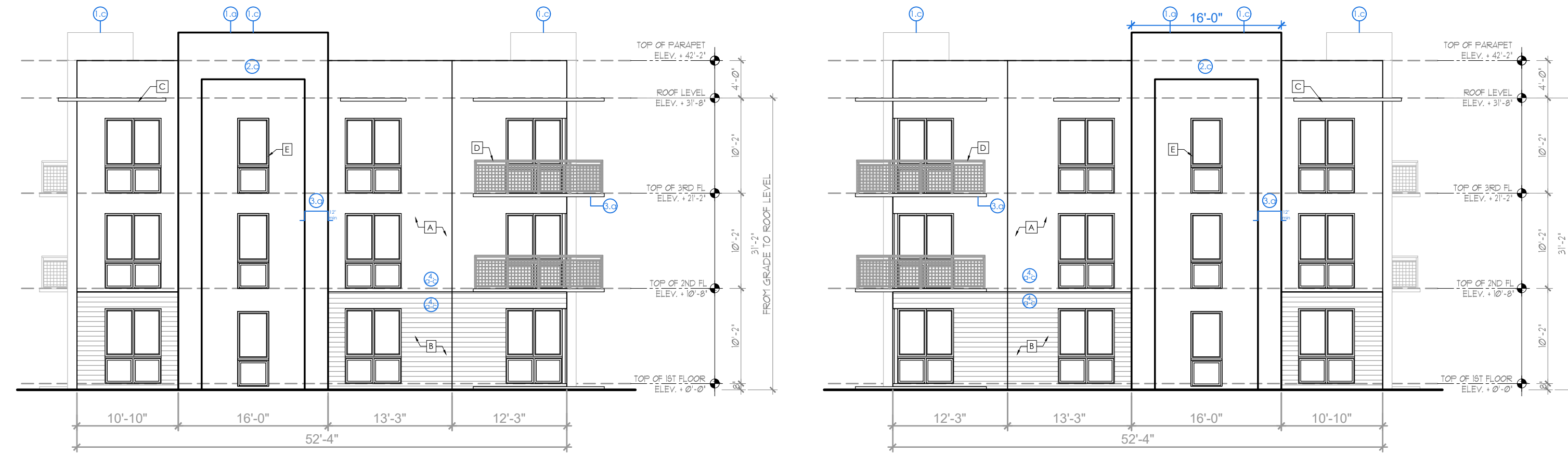
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DATE: 2025-01-27
SCALE: AS SHOWN
DRAWN: JC
CHECK BY: PPKS
JOB NO.: 24-42
SHEET NO.:

PPF1

OF: 1 SHEETS

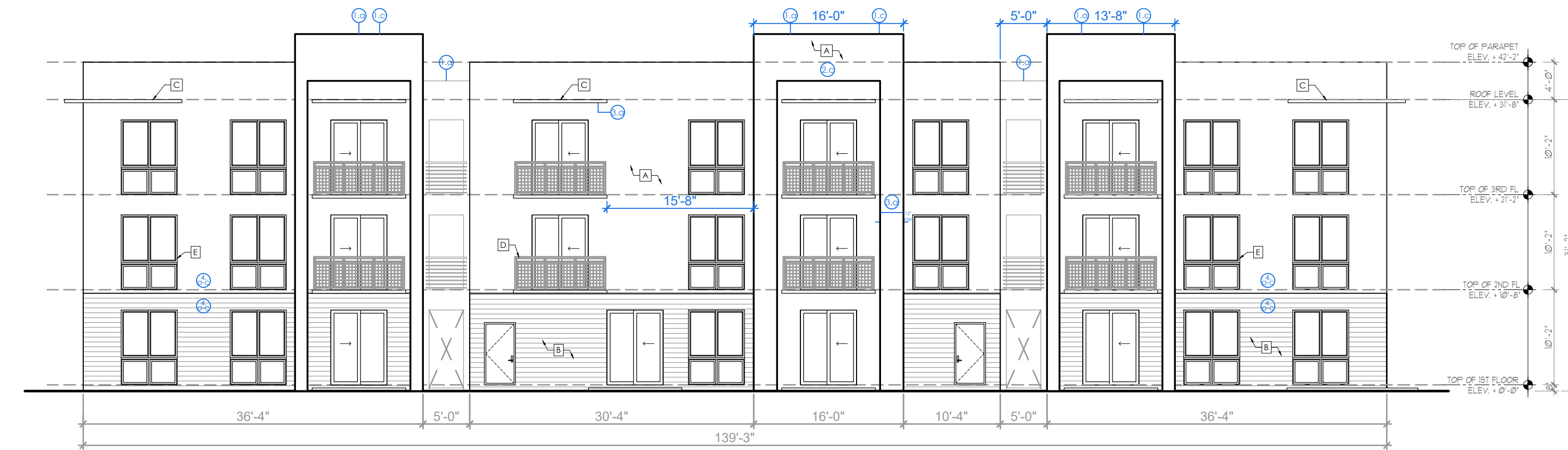


BUILDING TYPE V - 24 UNITS
FRONT ELEVATION - EAST
SCALE: 3/32" = 1'-0"



BUILDING TYPE V - 24 UNITS
LEFT SIDE ELEVATION - SOUTH
SCALE: 3/32" = 1'-0"

BUILDING TYPE V - 24 UNITS
RIGHT SIDE ELEVATION - NORTH
SCALE: 3/32" = 1'-0"



BUILDING TYPE V - 24 UNITS
REAR ELEVATION - WEST
SCALE: 3/32" = 1'-0"

MATERIAL & FINISHES LEGEND

- A** BODY - SMOOTH STUCCO FINISH, ALABASTER SW 7008
- B** RUSTICATED STUCCO SCORED BASE ACCESSIBLE BEIGE SW 7036
- C** TOP FLOOR EYEBROWS, BALCONY CEILINGS, ACCESSIBLE BEIGE SW 7036
- D** ALUMINUM RAILING/GUARDRAIL, BRONZE COLOR
- E** STOREFRONT WINDOW, BRONZE COLOR FRAMES, ALL WINDOWS TO BE IMPACT GLASS
- F** FLAT ROOF PARAPET BODY COLOR

ARTICLE 5 CHAPTER C - DESIGN STANDARDS COMPLIANCE - BUILDING TYPE V					
H. GUIDELINES		FRONT ELEVATION	REAR ELEVATION	SIDE ELEVATIONS	
ELEMENT	ELEMENT	REQUIRED	PROVIDED	PROVIDED	
A. PRIMARY ROOF DESIGN ELEMENT	1.0	a. Articulated parapet along 30 percent of the outline for each elevation. (1)(2) b. Recessed roof with minimum 12" depth overhanging eaves. c. Two or more plane breaks or slopes per facade elevation. d. Any combination of the above.	a. Articulated parapet for each elevation. Front 38%. c. Parapet plane breaks per facade elevation.	a. Articulated parapet for each elevation. Rear 38%. c. Parapet plane breaks per facade elevation.	a. Articulated parapet for each elevation. Sides 31%. c. Parapet plane breaks per facade elevation.
	2.0	a. Decorative roof details, such as dormers, cupolas, rafter tails, balconies, terraces, or exposed beams. b. Cornices with decorative moldings. c. Pediments, porticos, architectural features of entryways, or decorative towers.	c. Decorative towers from facade breaking parapet continuity.	c. Decorative towers from facade breaking parapet continuity.	c. Decorative towers from facade breaking parapet continuity.
B. ROOFLINE TABLE S.C.1.H	3.0	a. Recesses / Projectors: >50 Length, 12" min depth, 100 max spacing, 20% of total length of facade b. Walls: not exceed 10th height or 20th in length. c. Storefronts: individual ground-level recesses with exterior public access.	a. Total Length: 137'-11" Depth wall projection: 12" Balcony/porch projection: 4'-0" Spacing: 12'-0" >20% b. No blank walls exceeding the 20 ft in length. c. N/A.	a. Total Length: 139'-3" Depth wall projection: 12" Balcony/porch projection: 4'-0" Spacing: 15'-8" >20% b. No blank walls exceeding the 20 ft in length. c. N/A.	a. Total Length: 52'-4" Depth wall projection: 12" Balcony/porch projection: 4'-0" Spacing: 13'-3" >20% b. No blank walls exceeding the 20 ft in length. c. N/A.
		4.0	a. Exterior treatment: two different building material textures or finishes b. Fenestration details 50% of the facade length if contiguous to a public street c. Entries: Minimum one clearly defined entrance according to tables S.C.1.H e. Color f. Design elements subject to 2C or BCC approval	a. Rusticated Scored stucco on base and smooth stucco as body e. Body and accent color included	a. Rusticated Scored stucco on base and smooth stucco as body e. Body and accent color included

ARTICLE 5 - WCRA - 3. ARCHITECTURAL GUIDELINES - BUILDING TYPE V		
ELEMENT	REQUIRED	PROVIDED
A. PORCHES AND BALCONIES	Notwithstanding the requirements of Art. 5.C.1A.2.B, balconies and porches, a minimum of 20 percent of all townhouses or the total number of multifamily dwelling units on each floor shall have individual balconies or porches. A maximum of one balcony or porch shall be required for any project with less than five units.	100% of units include a balcony. All unit models count with a balcony. First floor will have a Patio surrounded by landscape.
B. BUILDING ENTRANCE ORIENTATION	All new in the RMC, R1C and R2C Sub-area shall have a principal entrance on the first floor oriented towards the street used as the primary frontage for the building. Cottage Homes (Multiple units on a single lot) may also be oriented to a common entryway or open space courtyard which is oriented towards the street used as the primary frontage.	Provided
C. FENESTRATION DETAILS - WINDOWS & DOORS	All mirrored or reflective glass, sliding glass door, and glass blocks shall be prohibited, where required, glazing shall have a minimum 70 percent transparency. A minimum of six square ft of glazing per linear foot of facade shall be provided at a pedestrian scale, on the first floor frontage or side street frontage.	No glazing required under base 3.8.4.6 WCRA3.00 Supplementary standards by Sub-area
D. ARCADES AND GALLERIES	ArCADES or gallery dimensions shall be in accordance with Figure 3.8.14.G, WCRA3.00 Arcade and Gallery Standards. Where arcades and galleries are required, galleries shall not exceed 50 percent of the total building frontage. (Ord. 2024-04) (Rev. 2019-02-22)	N/A
E. DRIVE-THROUGH AND GAS STATION CANOPIES	a. Drive-through and Gas Station Canopies b. The RMC, R1C and R2C Sub-area, a drive-through gas station canopy, or fueling area shall be located to the rear of a building. (Ord. 2024-04)	N/A
F. MEZZANINES	Mezzanines shall be counted as a floor, but cannot be used to meet the RMC Sub-area two-story requirement. (Ord. 2024-04)	N/A

PBC AMENDMENTS:

PBC ZONING STAMP:

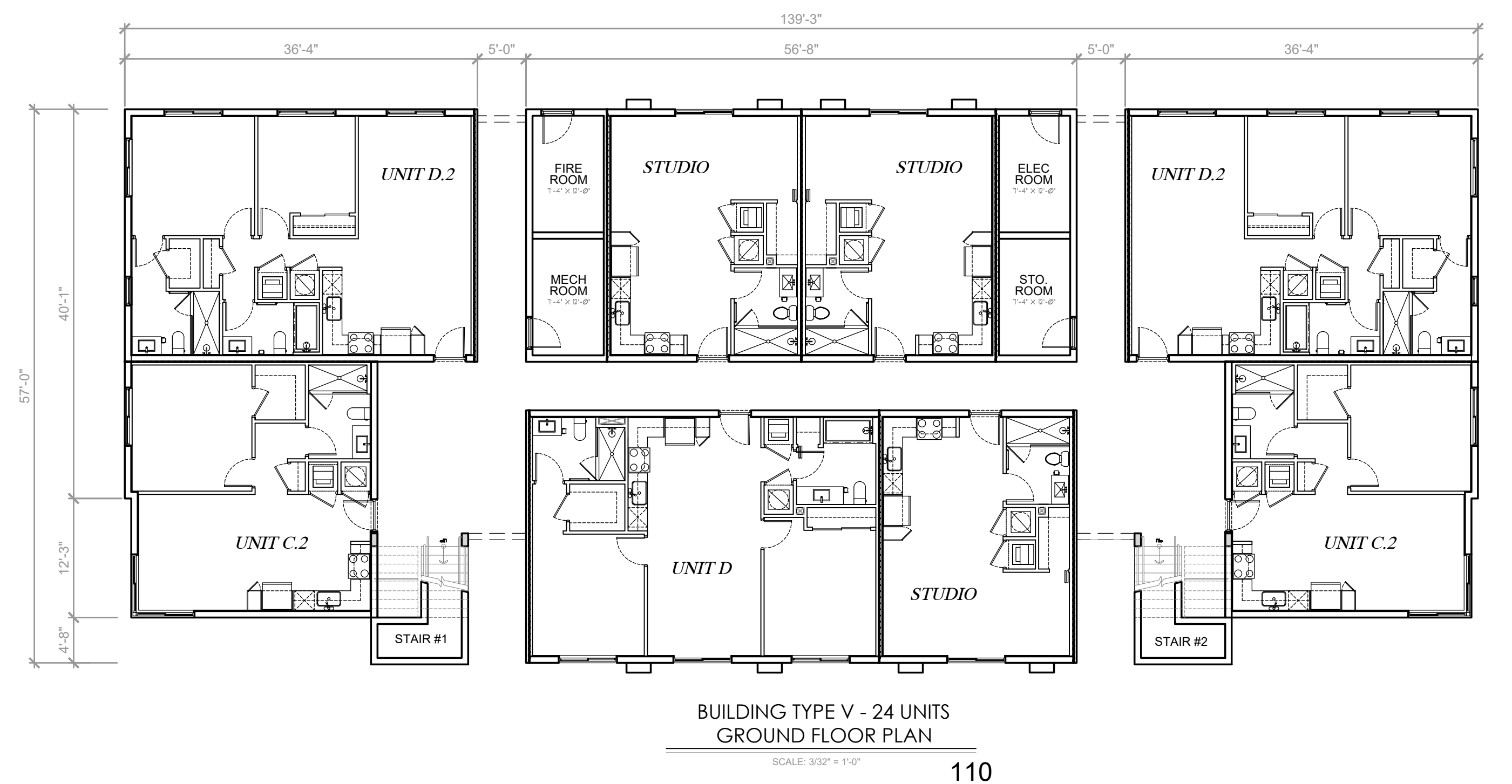
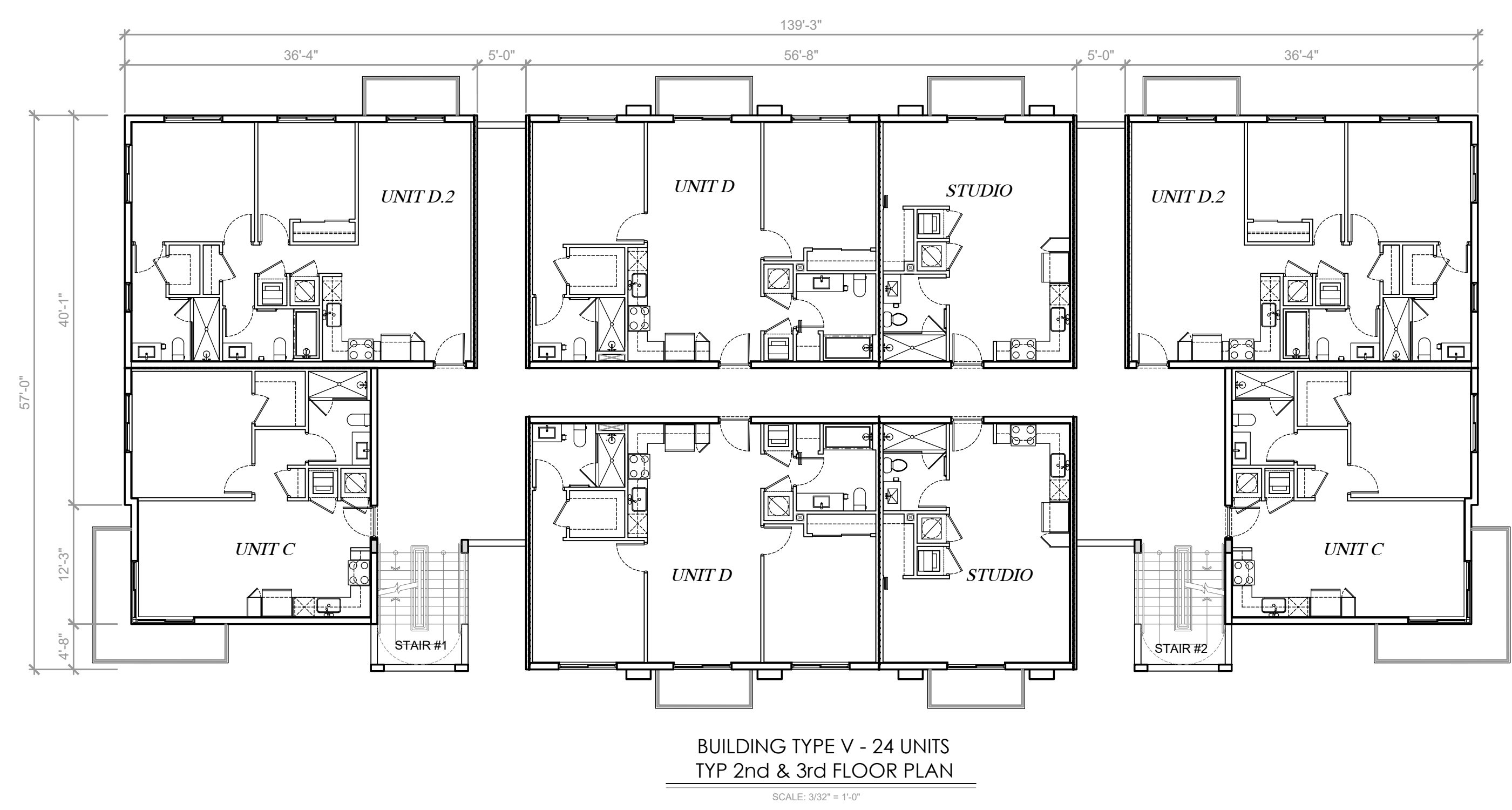
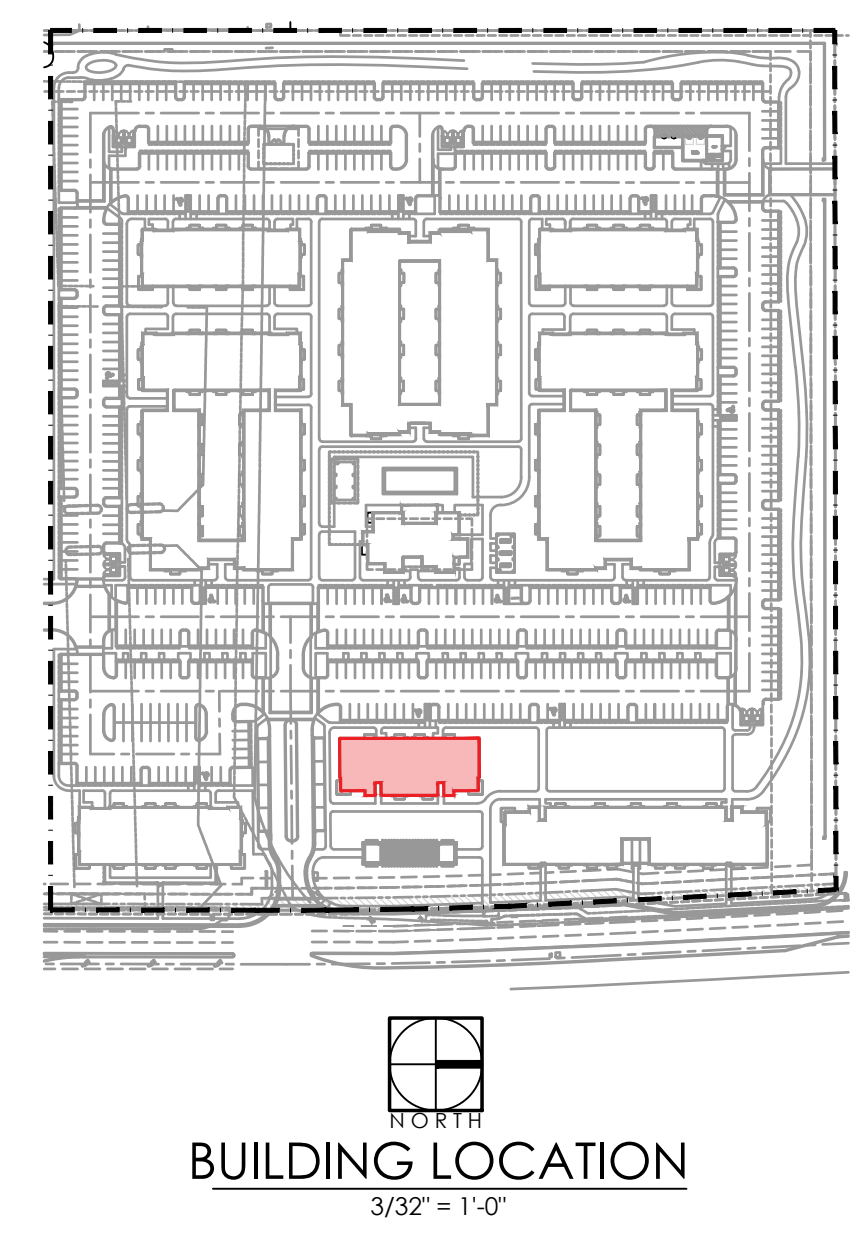
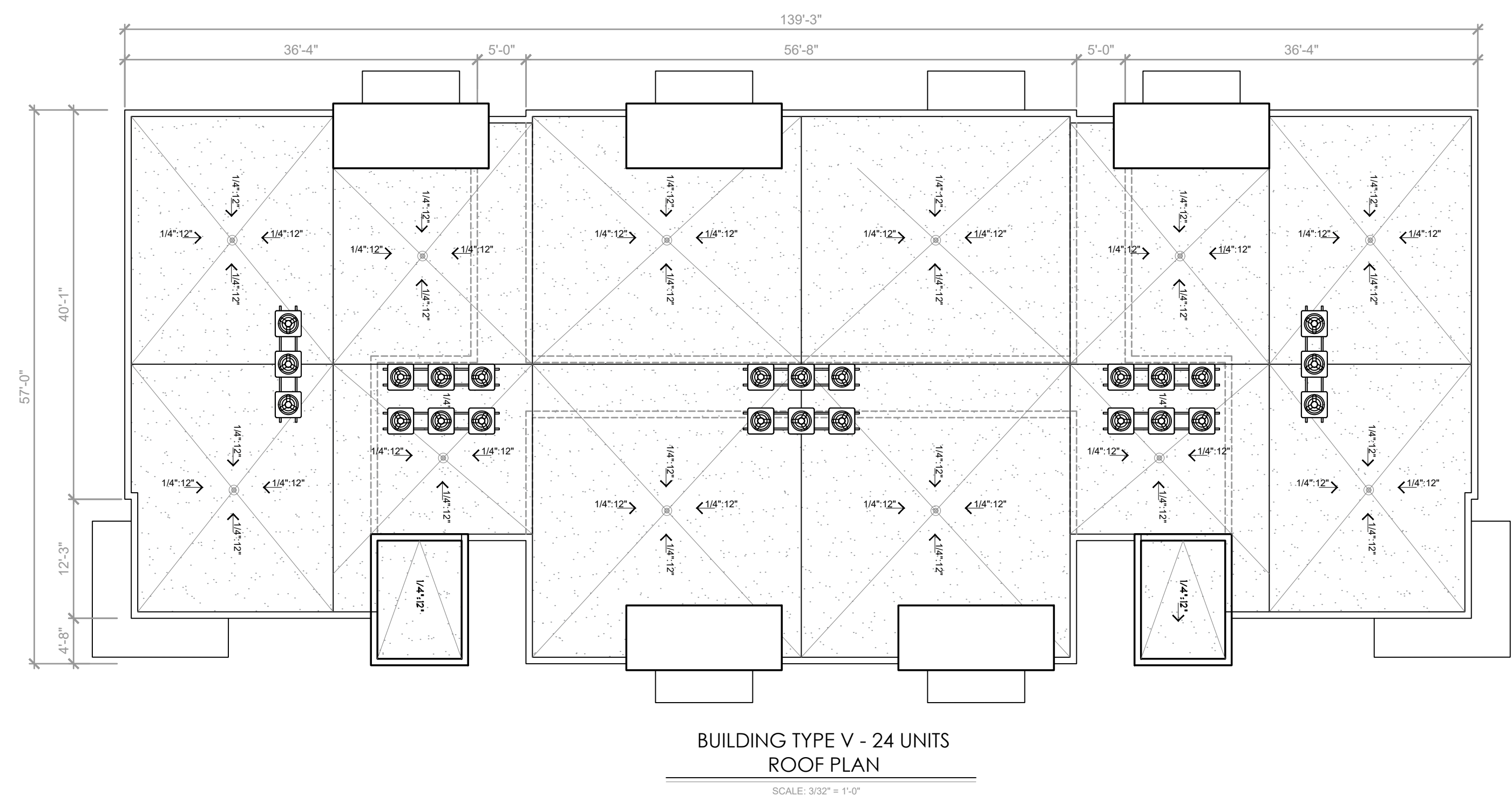
SEAL:

BUILDING TYPE V

ELEVATIONS
DATE: 2025-01-27
SCALE: AS SHOWN
DRAWN BY: JC
CHECK BY: PPKS
JOB NO.: 24-42
SHEET NO.:

PAEI

OF: 1 SHEETS



UNIT BREAKDOWN										GROSS AREA CALCULATIONS			
UNIT TYPE	No. BED / BATH	UNIT NET A/C AREA	UNIT AREA GROSS (w/balcony)	PER FLOOR COUNT			TOTAL No UNIT TYPES	TOTAL No UNIT PER BLDG	(% UNIT TYPES)	LEVEL	CIRCULATION / UTILITIES	NET AREA	GROSS AREA
				1ST FLR	2ND FLR	3RD FLR							
STUDIO	STUDIO	520 SF	560 SF	3	2	2	7	7	29.2%	1 LEVEL	1,815 SF	5,720 SF	7,535 SF
UNIT A	1 / 1	779 SF	819 SF	0	0	0	0	6	25.0%	2 LEVEL	1,399 SF	6,136 SF	7,535 SF
UNIT B	1 / 1	666 SF	706 SF	0	0	0	0	0		3 LEVEL	1,399 SF	6,136 SF	7,535 SF
UNIT C	1 / 1	676 SF	716 SF	0	0	0	0	0		TOTAL	4,613 SF	17,992 SF	22,605 SF
UNIT C.2	1 / 1	676 SF	772 SF	2	2	2	6	6		EFFICIENCY TABLE			
UNIT D	2 / 2	936 SF	976 SF	1	2	2	5	11	45.8%	TOTAL RENTABLE NET AREA 17,992 SF			
UNIT D.2	2 / 2	936 SF	976 SF	2	2	2	6	6		TOTAL GROSS BUILDING AREA 22,605 SF			
UNIT E	3 / 2	1,281 SF	1,321 SF	0	0	0	0	0	0.0%	TOTAL % 80%			
UNIT E.2	3 / 2	1,343 SF	1,383 SF	0	0	0	0	0					
TOTAL UNITS QTY. PER FLOOR				8	8	8	24	24	100%				
AVERAGE UNIT SIZE				868.1 SF									

UNIT BREAKDOWN										
UNIT TYPE	No. BED / BATH	UNIT NET A/C AREA	UNIT AREA GROSS (w/balcony)	PER FLOOR COUNT				TOTAL NET		
				1ST FLR	NET 1ST FLR	2ND FLR	NET 2ND FLR		3RD FLR	NET 3RD FLR
STUDIO	STUDIO	520 SF	560 SF	3	1,560 SF	2	1,040 SF	2	1,040 SF	3,640 SF
UNIT A	1 / 1	779 SF	819 SF	0	0 SF	0	0 SF	0	0 SF	0 SF
UNIT B	1 / 1	666 SF	706 SF	0	0 SF	0	0 SF	0	0 SF	0 SF
UNIT C	1 / 1	676 SF	716 SF	0	0 SF	0	0 SF	0	0 SF	0 SF
UNIT C.2	1 / 1	676 SF	772 SF	2	1,352 SF	2	1,352 SF	2	1,352 SF	4,056 SF
UNIT D	2 / 2	936 SF	976 SF	1	936 SF	2	1,872 SF	2	1,872 SF	4,680 SF
UNIT D.2	2 / 2	936 SF	976 SF	2	1,872 SF	2	1,872 SF	2	1,872 SF	5,616 SF
UNIT E	3 / 2	1,281 SF	1,321 SF	0	0 SF	0	0 SF	0	0 SF	0 SF
UNIT E.2	3 / 2	1,343 SF	1,383 SF	0	0 SF	0	0 SF	0	0 SF	0 SF
TOTAL UNITS QTY. PER FLOOR				8	5,720 SF	8	6,136 SF	8	6,136 SF	17,992 SF

UNIT MIX PER BUILDING TYPE

PBC AMENDMENTS:

PBC ZONING STAMP:

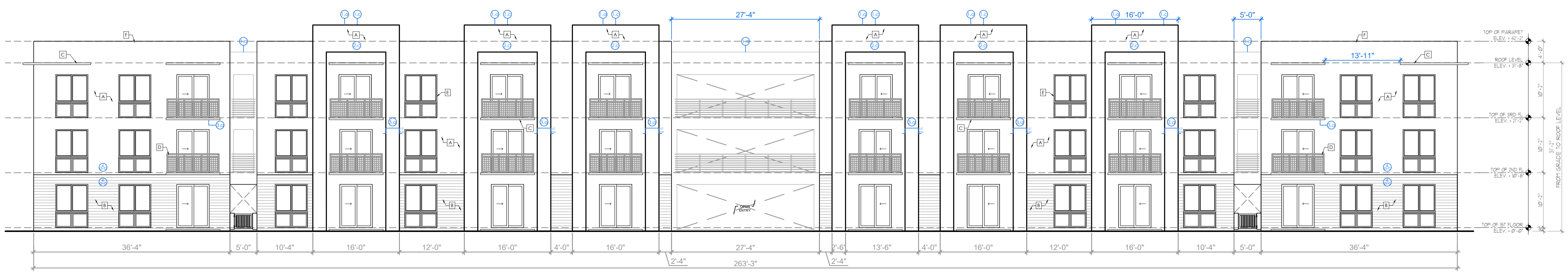
SEAL:

BUILDING TYPE V

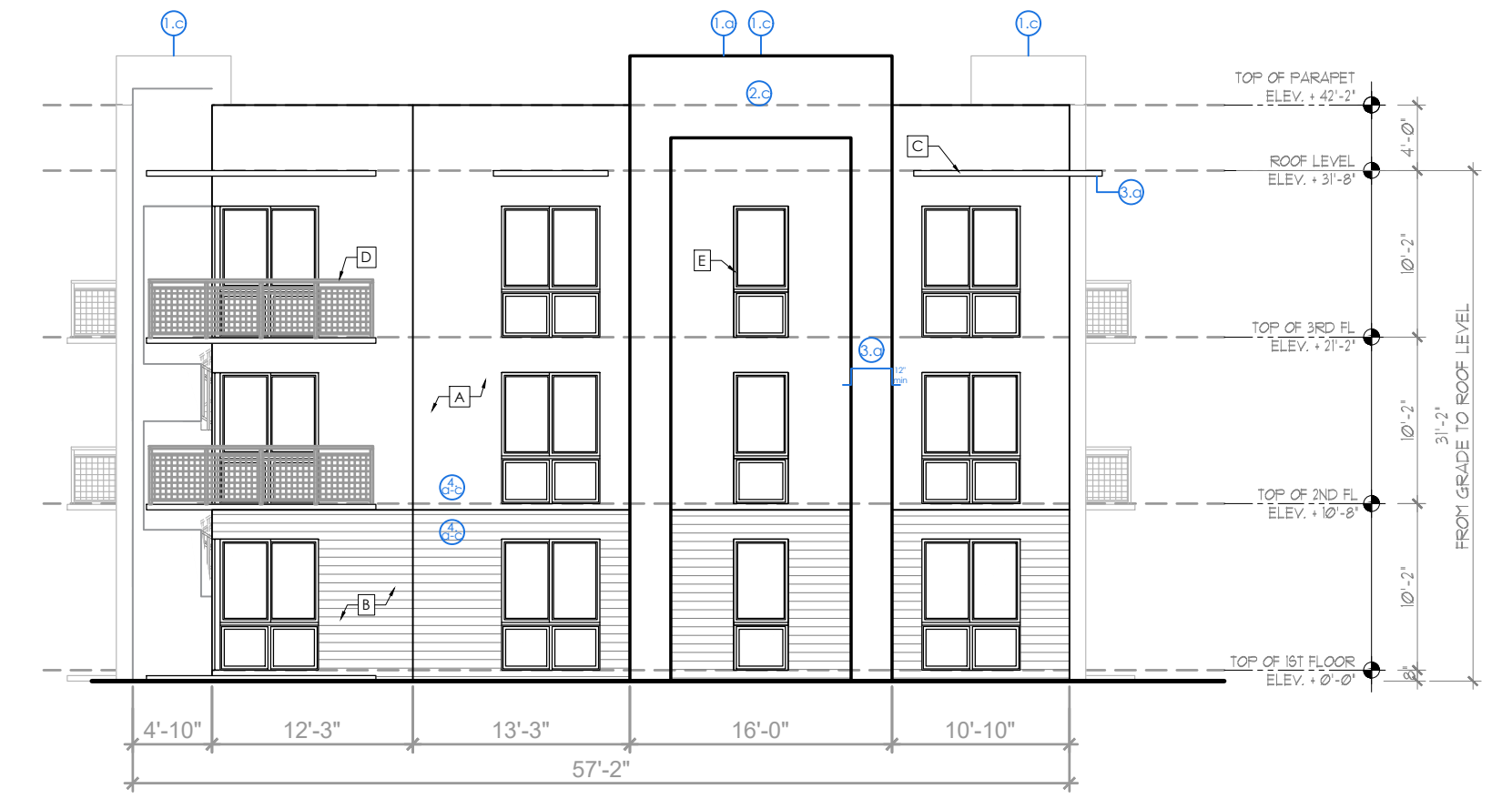
FLOOR PLANS
 DATE: 2025-01-27
 SCALE: AS SHOWN
 DRAWN: JC
 CHECK BY: PPKS
 JOB NO.: 24-42
 SHEET NO.:

PPF1

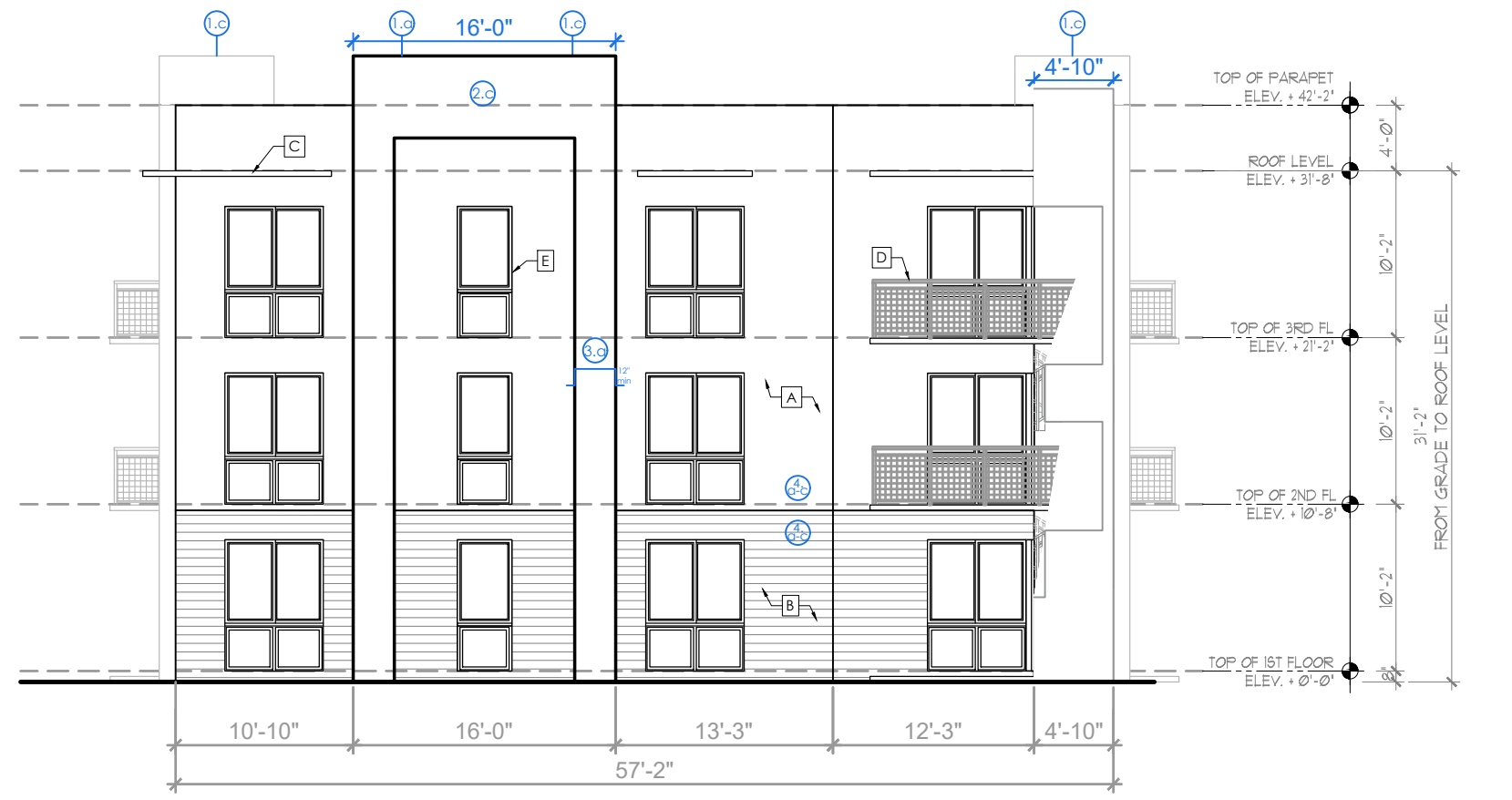
OF: 1 SHEETS



**BUILDING TYPE VI - 45 UNITS
FRONT ELEVATION - EAST**
SCALE: 3/32" = 1'-0"



**BUILDING TYPE VI - 45 UNITS
LEFT SIDE ELEVATION - SOUTH**
SCALE: 3/32" = 1'-0"



**BUILDING TYPE VI - 45 UNITS
RIGHT SIDE ELEVATION - NORTH**
SCALE: 3/32" = 1'-0"



**BUILDING TYPE VI - 45 UNITS
REAR ELEVATION - WEST**
SCALE: 3/32" = 1'-0"

MATERIAL & FINISHES LEGEND

- A** BODY - SMOOTH STUCCO FINISH, ALABASTER SW 7008
- B** RUSTICATED STUCCO SCORED BASE ACCESSIBLE BEIGE SW 7036
- C** TOP FLOOR EYEBROWS, BALCONY CEILINGS, ACCESSIBLE BEIGE SW 7036
- D** ALUMINUM RAILING/GUARDRAIL, BRONZE COLOR
- E** STOREFRONT WINDOW, BRONZE COLOR FRAMES, ALL WINDOWS TO BE IMPACT GLASS
- F** FLAT ROOF PARAPET BODY COLOR

ARTICLE 5 CHAPTER C - DESIGN STANDARDS COMPLIANCE - BUILDING TYPE VI

H. GUIDELINES		FRONT ELEVATION	REAR ELEVATION	SIDE ELEVATIONS	
ELEMENT	REQUIRED	PROVIDED	PROVIDED	PROVIDED	
A. ROOFING TABLES C.1.H	PRIMARY ROOF DESIGN ELEMENT	a. Articulated parapet along 30 percent of the roofline for each elevation. (11) b. Pitched roof with minimum 12-inch overhanging eaves. c. Two or more plane breaks or slopes per facade elevation. d. Any combination of the above.	a. Articulated parapet for each elevation. Front 31% Parapet plane break per facade elevation	a. Articulated parapet for each elevation. Rear 42% Parapet plane break per facade elevation	a. Articulated parapet for each elevation. Side 36% Parapet plane break per facade elevation
	SECONDARY ROOF TREATMENT	a. Decorative roof details, such as dormers, cupolas, rafter tails, balconies, terraces, or exposed beams. b. Cornices with decorative moldings. c. Pediments, porticos, architectural features at entrances, or decorative towers.	a. Decorative towers from facade breaking parapet continuity	a. Decorative towers from facade breaking parapet continuity	a. Decorative towers from facade breaking parapet continuity
C. FACADE	REQUIRED DESIGN ELEMENTS	a. Recesses / Projections >30 Length, 12" min depth, 100% max spacing, 20% of total length of facade b. Walks: not exceed 10% height or 20% in length c. Storefronts: individual ground-level retail uses with exterior public access.	a. Total Length: 263'-3" Depth wall projection: 12" Recess/projection: 4'-0" Spacing: 13'-11" >20% No blank walls exceeding the 20 ft in length. c. N/A	a. Total Length: 263'-3" Depth wall projection: 12" Recess/projection: 4'-0" Spacing: 13'-11" >20% No blank walls exceeding the 20 ft in length. c. N/A	a. Total Length: 13'-2" Depth wall projection: 12" Recess/projection: 4'-0" Spacing: 13'-11" >20% No blank walls exceeding the 20 ft in length. c. N/A
	ADDITIONAL DESIGN ELEMENTS	a. Exterior treatment: two different building material textures or finishes b. Fenestration details: 50% of the facade length if contiguous to a public street c. Entries: Minimum one clearly defined entrance according to tables 5.C.1.H e. Color f. Design elements subject to 2C or 3.C.C. (as noted)	a. Rusticated Scored Stucco on base and smooth stucco as body c. Body and accent color included	a. Rusticated Scored Stucco on base and smooth stucco as body c. Body and accent color included	a. Rusticated Scored Stucco on base and smooth stucco as body c. Body and accent color included

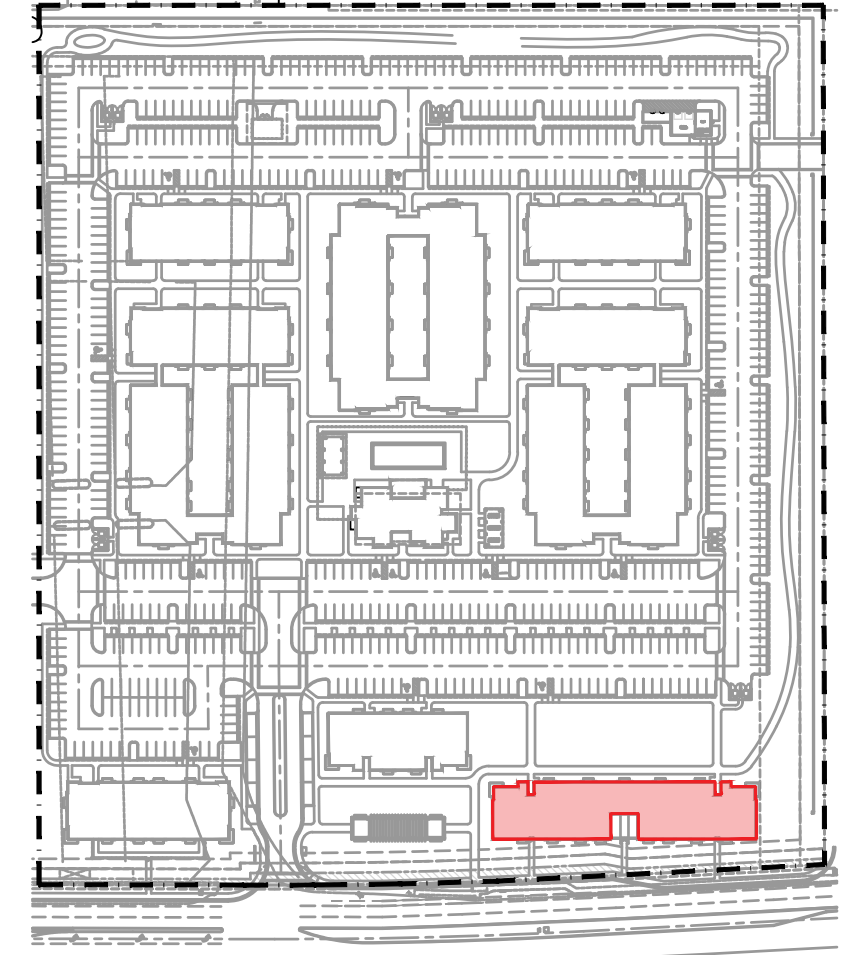
ARTICLE 3 - WCRA - 3. ARCHITECTURAL GUIDELINES - BUILDING TYPE VI

ELEMENT	REQUIRED	PROVIDED
A. PORCHES AND BALCONIES	Notwithstanding the requirements of Art. 5.C.1.H.2.B., balconies and porches, a minimum of 20 percent of all townhouses or the total number of multifamily dwelling units on each floor shall have individual balconies or porches. A minimum of one balcony or porch shall be required for any project with less than five units.	100% of units include a balcony. All unit models count with a private balcony. First floor will have a Patio surrounded by landscape.
B. BUILDING ENTRANCE ORIENTATION	All units in the BTR, HC, HC and CC Subareas shall have a principal entrance on the first floor oriented towards the street used as the primary frontage for the building. Cottage Homes (Multiple units on a single lot) may also be oriented to a common entrance or open space courtyard which is oriented towards the street used as the primary frontage.	Provided
C. FENESTRATION DETAIL, WINDOWS & DOORS	All mirrored or reflective glass, sliding glass door, and glass blocks shall be prioritized. Where required, glazing shall have a minimum 70 percent transparency. A minimum of one square foot of glazing per linear foot of facade shall be provided at a pedestrian scale, on the first floor frontage or side street frontage.	No glazing required under Table 3.B.1.A.C. WCRA. Supplementary standards by Sub-area
D. ARCADES AND GALLERIES	Arcade or gallery dimensions shall be in accordance with Figure 3.B.1.A.G. WCRA Arcades and Gallery Standards, where arcades and galleries are required, galleries shall not exceed 50 percent of the total building frontage. (Ord. 2004-064 (Encl. 2010-022))	N/A
E. DRIVE THROUGHS AND GAS STATION CANOPIES	a. Drive Throghs and Gas Station Canopies in the BTR, HC, and HC Sub-area, drive-through, gas station canopy, or hosing area shall be located to the rear of all buildings. (Ord. 2004-064)	N/A
F. AZEQUANINES	Azequanines shall be counted as a floor, but cannot be used to meet the HC Sub-area two-story requirement. (Ord. 2004-064)	N/A

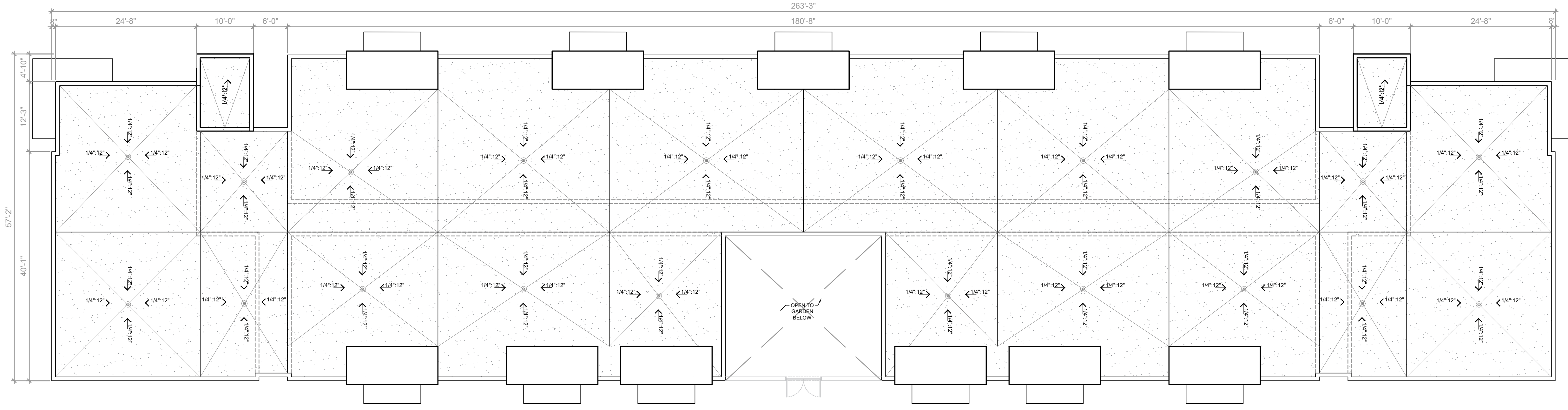
PBC AMENDMENTS:

PBC ZONING STAMP:

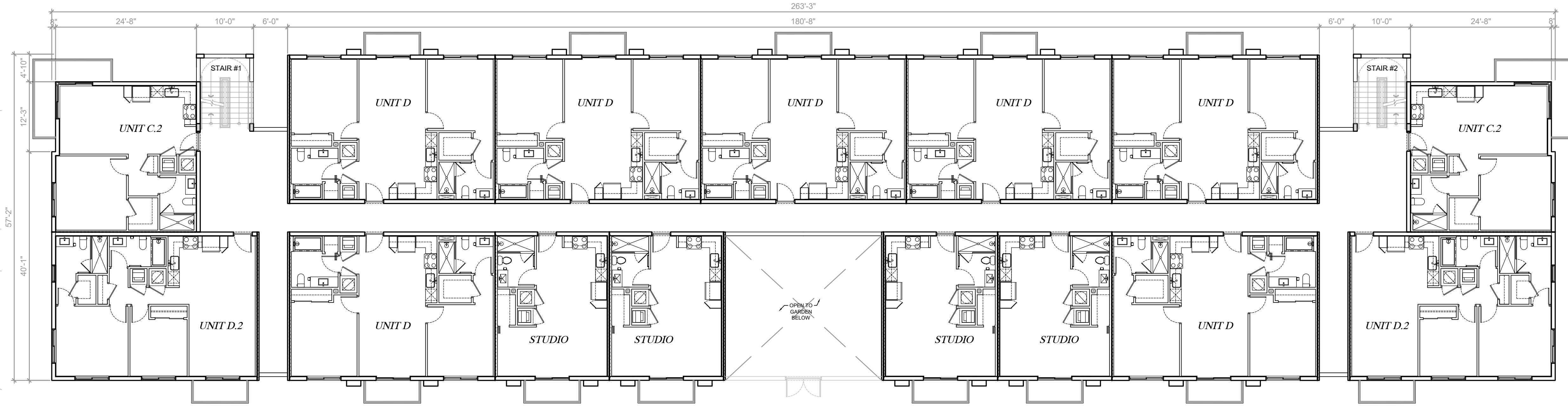
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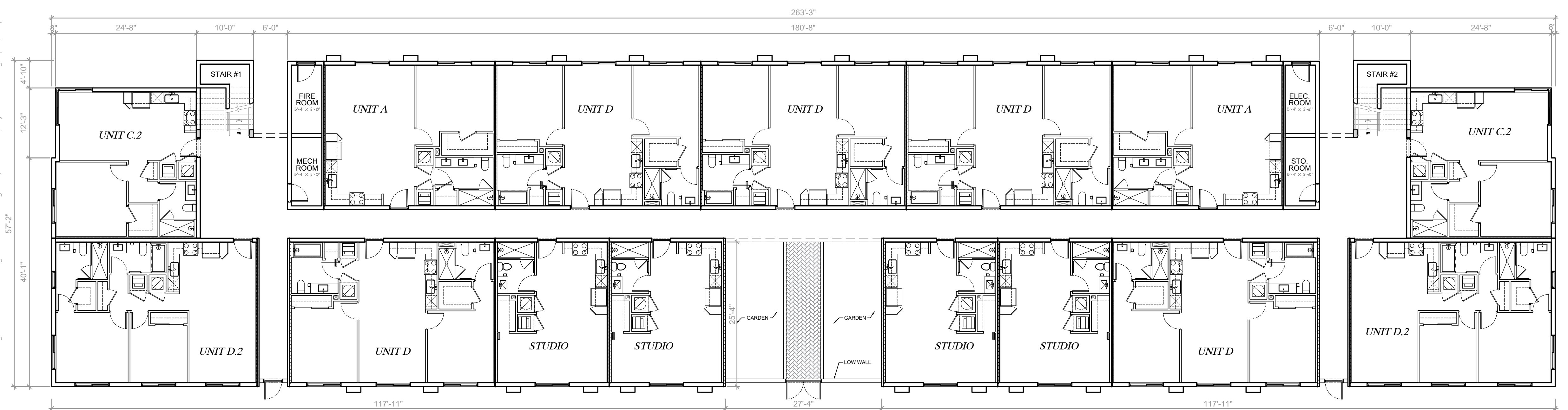
BUILDING LOCATION
3/32" = 1'-0"



BUILDING TYPE VI - 45 UNITS
ROOF PLAN
SCALE: 3/32" = 1'-0"



BUILDING TYPE VI - 45 UNITS
TYP 2nd & 3rd FLOOR PLAN
SCALE: 3/32" = 1'-0"



BUILDING TYPE VI - 45 UNITS
GROUND FLOOR PLAN
SCALE: 3/32" = 1'-0"

UNIT BREAKDOWN										GROSS AREA CALCULATIONS			
UNIT TYPE	No. BED / BATH	UNIT AREA NET A/C AREA	UNIT GROSS AREA (w/balcony)	PER FLOOR COUNT				TOTAL No. UNIT TYPES	TOTAL (%) UNIT TYPES	LEVEL	CIRCULATION UTILITIES	NET AREA	GROSS AREA
				TOT. FLOOR PLR.	TOT. 1ST FLD PLR.	TOT. 2ND FLD PLR.	TOT. 3RD FLD PLR.						
STUDIO	STUDIO	520 SF	560 SF	4	4	4	4	12	26.7%	1	2,068 SF	11,852 SF	13,910 SF
UNIT A	1/1	779 SF	819 SF	2	0	0	2			2	11,856 SF	11,856 SF	13,910 SF
UNIT B	1/1	666 SF	706 SF	0	0	0	0			3	2,054 SF	11,856 SF	13,910 SF
UNIT C	1/1	676 SF	716 SF	0	0	0	0		8				
UNIT C.2	1/1	676 SF	772 SF	2	2	2	6						
UNIT D	2/2	936 SF	976 SF	5	7	7	19		25	55.6%			
UNIT D.2	2/2	936 SF	976 SF	2	2	2	6						
UNIT E	3/2	1,281 SF	1,321 SF	0	0	0	0		0	0.0%			
UNIT E.2	3/2	1,343 SF	1,383 SF	0	0	0	0						
TOTAL UNITS QTY. PER FLOOR				15	15	15	45	45	100%				
AVERAGE UNIT SIZE				868.1 SF									

UNIT BREAKDOWN										
UNIT TYPE	No. BED / BATH	UNIT AREA NET A/C AREA	UNIT GROSS AREA (w/balcony)	PER FLOOR COUNT				TOTAL NET		
				TOT. FLOOR PLR.	TOT. 1ST FLD PLR.	TOT. 2ND FLD PLR.	TOT. 3RD FLD PLR.			
STUDIO	STUDIO	520 SF	560 SF	4	2,068 SF	4	2,068 SF	4	2,068 SF	6,240 SF
UNIT A	1/1	779 SF	819 SF	2	1,558 SF	0	0 SF	0	0 SF	1,558 SF
UNIT B	1/1	666 SF	706 SF	0	0 SF	0	0 SF	0	0 SF	0 SF
UNIT C	1/1	676 SF	716 SF	0	0 SF	0	0 SF	0	0 SF	0 SF
UNIT C.2	1/1	676 SF	772 SF	2	1,352 SF	2	1,352 SF	2	1,352 SF	4,056 SF
UNIT D	2/2	936 SF	976 SF	5	4,680 SF	7	6,552 SF	7	6,552 SF	17,784 SF
UNIT D.2	2/2	936 SF	976 SF	2	1,872 SF	2	1,872 SF	2	1,872 SF	5,616 SF
UNIT E	3/2	1,281 SF	1,321 SF	0	0 SF	0	0 SF	0	0 SF	0 SF
UNIT E.2	3/2	1,343 SF	1,383 SF	0	0 SF	0	0 SF	0	0 SF	0 SF
TOTAL UNITS QTY. PER FLOOR				15	11,542 SF	15	11,856 SF	15	11,856 SF	35,254 SF

UNIT MIX PER BUILDING TYPE

PBC AMENDMENTS:

PBC ZONING STAMP:

WESTGATE VILLAGE MUPD
BY
TERRA GROUP & FRISBIE GROUP
PALM BEACH COUNTY, FLORIDA

SEAL:

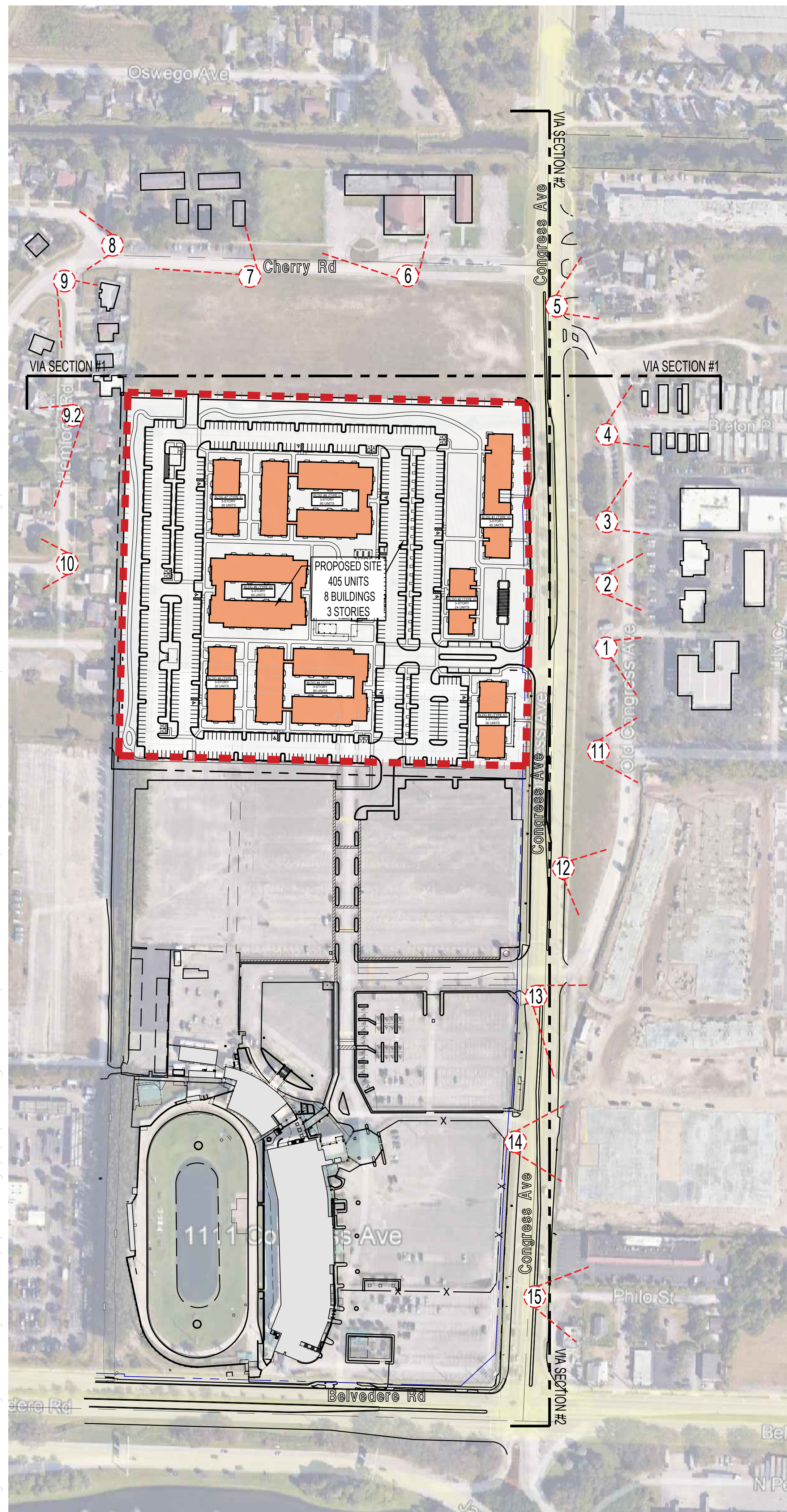
BUILDING TYPE VI

FLOOR PLANS
DATE: 2025-01-27
SCALE: AS SHOWN
DRAWN: JC
CHECK BY: PPKS
JOB NO.: 24-42
SHEET NO.:

PPF1

OF: 1 SHEETS

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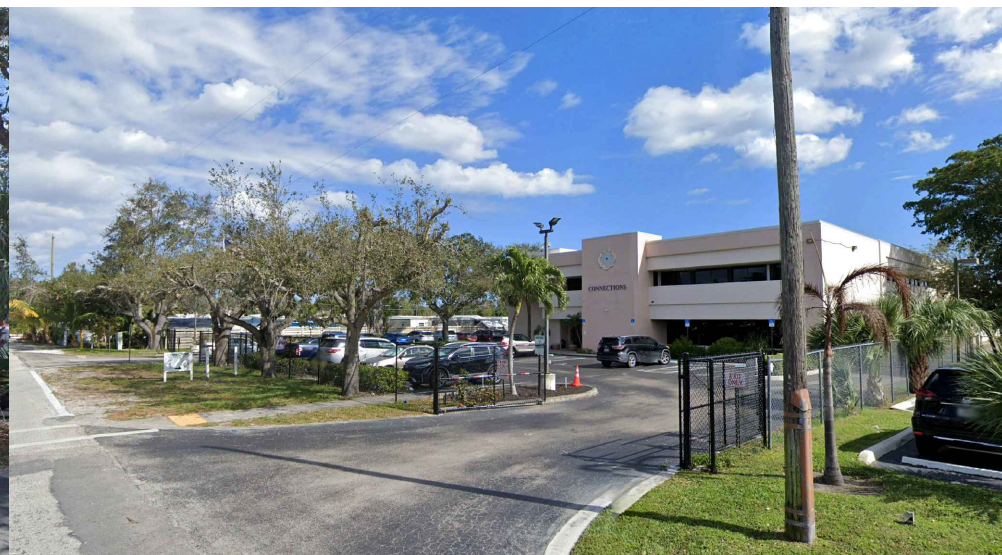
AERIAL PLAN
1" = 200'
NORTH



1
EXISTING VIEW



2
EXISTING VIEW



3
EXISTING VIEW



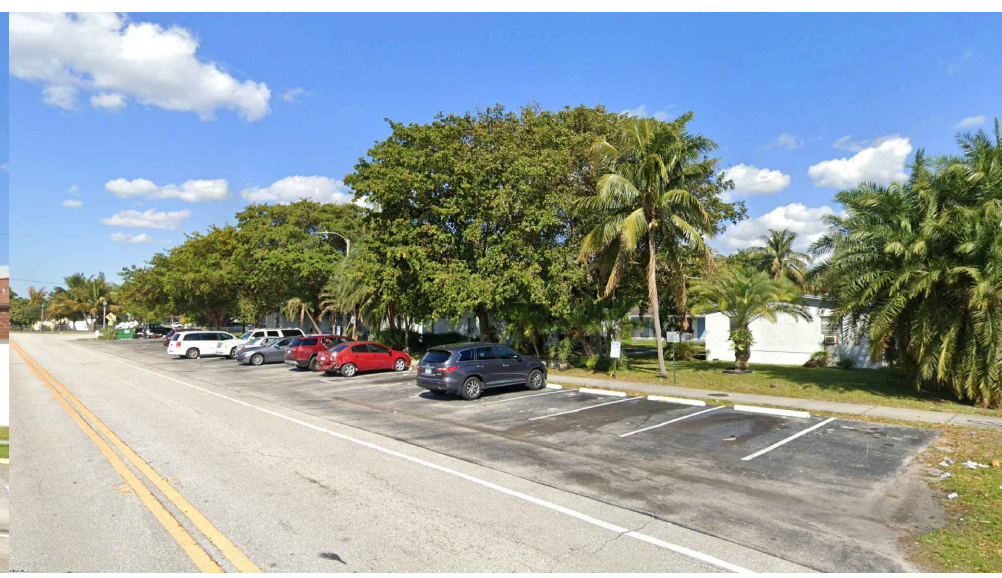
4
EXISTING VIEW



5
EXISTING VIEW



6
EXISTING VIEW



7
EXISTING VIEW



8
EXISTING VIEW



9
EXISTING VIEW



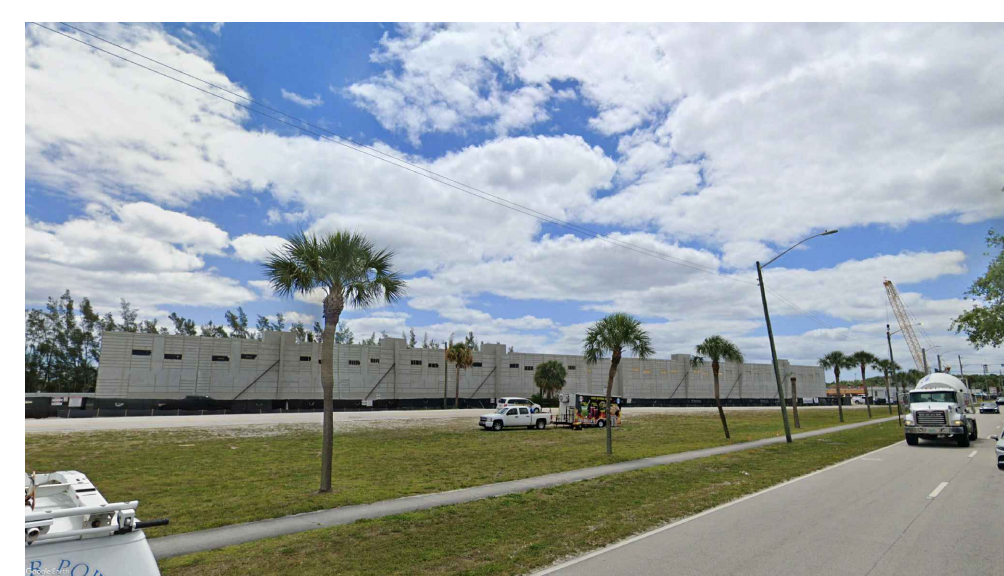
9.2
EXISTING VIEW



10
EXISTING VIEW



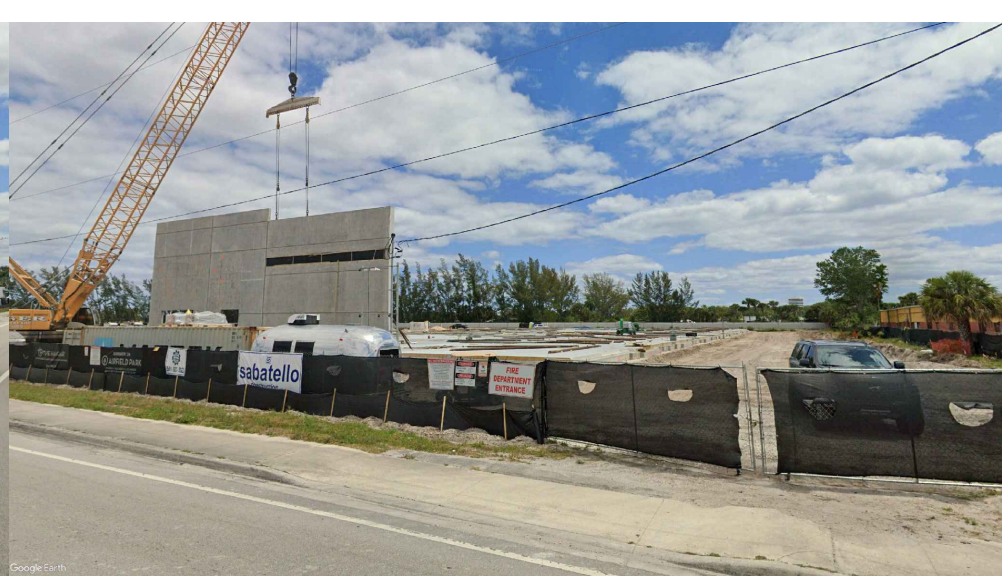
11
EXISTING VIEW



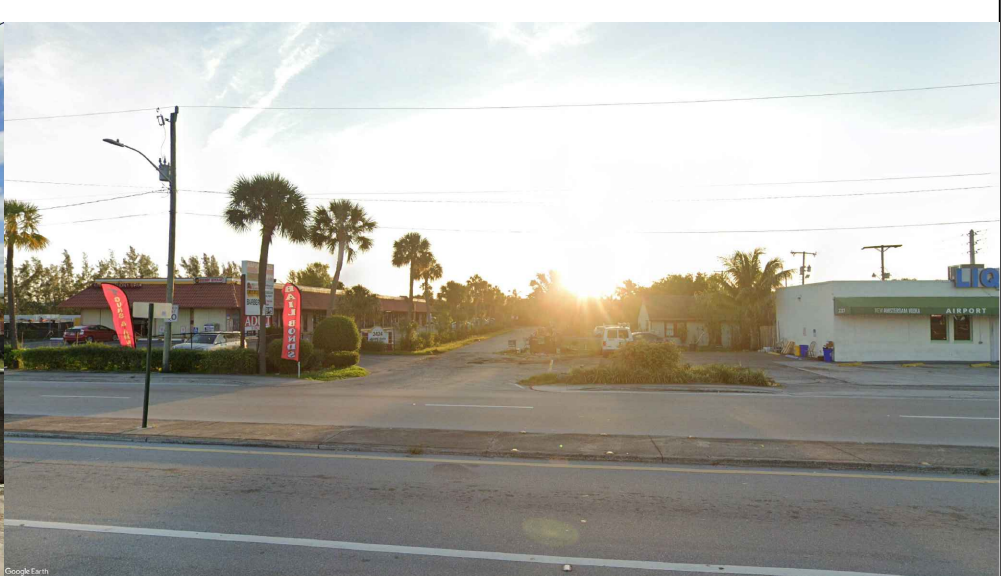
12
EXISTING VIEW



13
EXISTING VIEW



14
EXISTING VIEW



15
EXISTING VIEW

VISUAL IMPACT ANALYSIS

ARTICLE 5 - CHAPTER C DESIGN STANDARDS
G. Visual Impact Analysis

- Environmental Assessment
An assessment of the natural and man-made environments surrounding the proposed building utilizing a minimum of four views taken from the subject property of all contiguous public streets and/or residentially zoned properties and one aerial photograph with the proposed building superimposed on the site. Sheet VIA -1
- Line of Sight Analysis
A line of sight analysis of the proposed building in relation to the surrounding area. This may be accomplished by submitting a two-dimensional cross section(s) of the site showing the proposed building elevations in relation to contiguous public R-O-Ws and residentially zoned properties. Sheet VIA -2
- Prevalent Theme
A written description sheet VIA-1
- Architectural Compliance Statement
A written description sheet VIA -1

PREVALENT THEME

The envisioned character for the Westgate Village project adopts a modern tropical design language. The proposed architecture complements both the existing and newly planned contemporary buildings within the surrounding neighborhood. Our proposal seeks to create a cohesive, unified architectural style that emphasizes vertical elements, arranged in a rhythmic pattern to celebrate balcony and exterior spaces on the façades, thereby enhancing architectural interest.

Parapeted roofs provide clean visual lines that highlight the massing and volumetric treatment of the individual structures. Open courtyards and breezeways are designed to capture the light and breezes of the South Florida sky, seamlessly integrating indoor and outdoor experiences. The grouping of buildings around lush gardens further enhances this connection to nature.

Our architectural approach represents a contemporary Florida style, one that responds to and defines garden-focused urban spaces while harmonizing with the tropical environment.

ARCHITECTURAL COMPLIANCE

Westgate Village is a three-story ensemble of Florida garden apartments. The site organization centers around the integration of garden spaces and exterior courtyards, creating a thoughtful and harmonious arrangement of structures that appropriately scale with the surrounding and emerging neighborhood.

A variety of building types introduce visual interest and focal points, utilizing tower elements, breezeways, and balconies. A subtle stucco base defines the pedestrian realm, offering continuity and connection throughout the development.

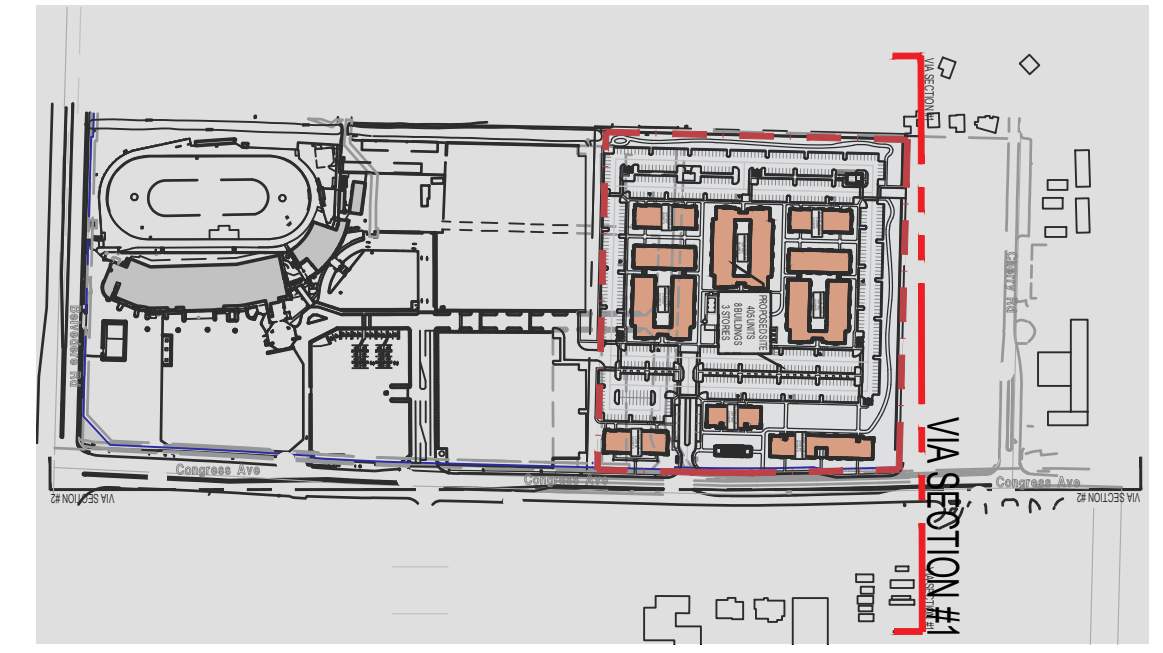
The design relies on smooth white stucco walls to reflect sunlight, contrasted with aluminum metalwork in the form of window frames, balcony railings, and doors, creating a cohesive palette for the metal elements. Poured concrete brows add depth, casting playful shadows on the crisp stucco surfaces while providing shade for balconies below.

The architecture is clean, modern, and straightforward, relying on well-considered proportions, massing, and detailing to generate visual interest and enhance the overall character of the project.

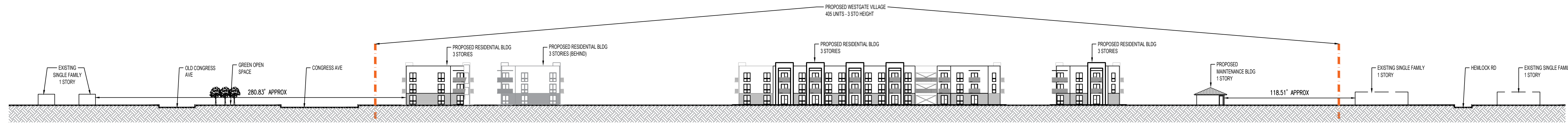
PBC AMENDMENTS:

PBC ZONING STAMP:

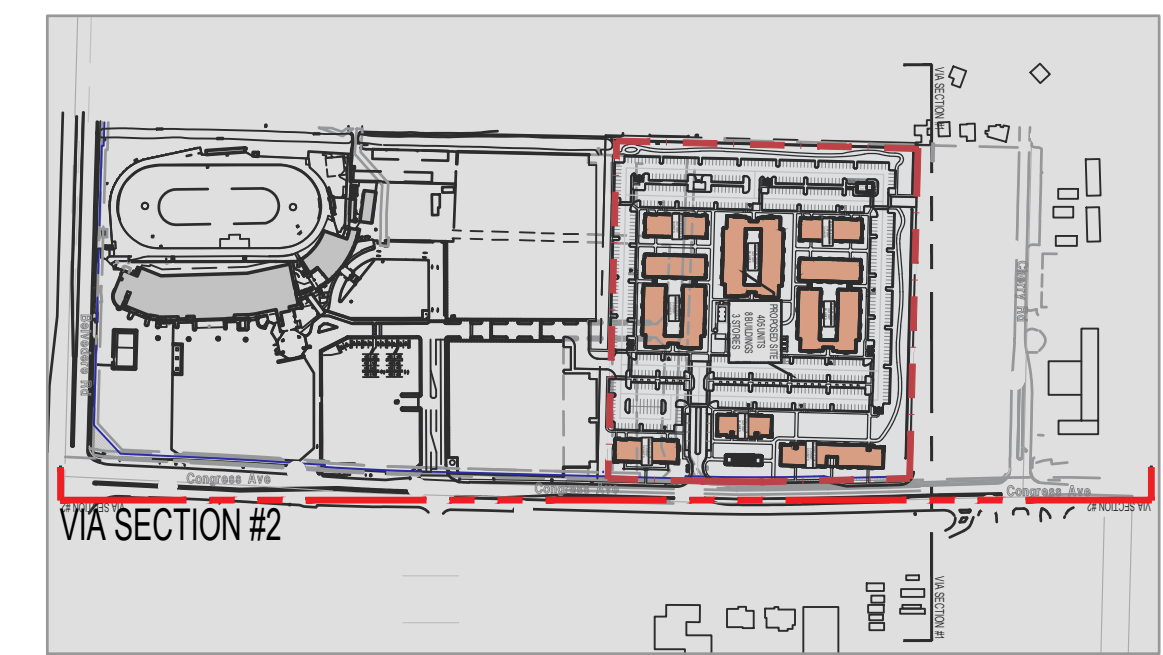
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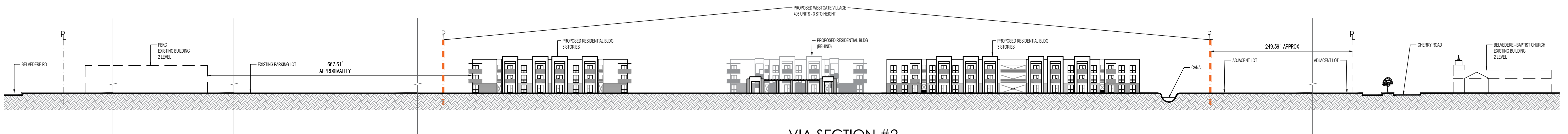
VIA SECTION #1
1" = 100'



VIA SECTION #1
1" = 50'



VIA SECTION #2
1" = 100'



VIA SECTION #2
1" = 50'

PBC AMENDMENTS:

PBC ZONING STAMP:



HSQ GROUP, LLC
Engineers • Planners • Surveyors

1001 Yamato Road, Suite 105

Boca Raton, FL 33431

(561) 392-0221 Phone • (561) 392-6458 Fax

February 21, 2025

SITE PLAN APPLICATION

DRAINAGE STATEMENT

Kennel Club
Palm Beach County, Florida

SITE DATA

The subject parcel is located at the northwest corner of Belvedere Road and Congress Ave in Palm Beach County and contains approximately 42.056 acres. This parcel is a portion of Property Control Number (PCN) 00-43-43-30-00-000-5190 as depicted on the site plan. The parcel borders vacant land approved for relocation of PBCK facilities to the north, Congress Ave (PBC) to the east and Belvedere (PBC) to the south. Adjacent to the western side of the property are non-residential parcels owned by Hertz Corporation (SW) and Palm Beach County along with residential neighborhoods to the northwest . This historical drainage study will focus on the southern 42.056 acres and the existing drainage connections.

DRAINAGE INFORMATION

This site resides in sub-basin 39 of the SFWMD C-51 basin (C-51 100 year – 3 day elevation 13.5 NGVD/12.0 NAVD) and Lake Worth Drainage District. Reviewing existing information there do not appear to be any permits issued for the currently developed site that includes buildings, parking facility, stormwater treatment areas and an existing ditch circumventing the site that is currently dedicated to PBC (ORB 6085, PG 143). Analysis will be conducted and coordinated with PBC for potential backfill and piping of existing ditch. Further study will need to be conducted to determine the quantity of discharge received and how it will affect the design of the overall site. A Pre-application meeting was setup with SFWMD to ensure proposed drainage design is incorporating any adjacent sites and meeting all drainage criteria. The proposed plans will meet all criteria set forth by Palm Beach County and SFWMD. This includes meeting Finished Floor Elevation with 100 year -3 day storm event, meeting 25 year – 3 day Palm Beach County discharge requirements, and meeting parking lot elevations at the 5 year- 1 day storm event. To ensure C-51 compensating storage and water quality are met the site will proposed exfiltration trench, storage chambers and swales. In additional to this the Westgate CRA that encompasses this project has agreed to provide 9.37 ac-ft of compensating storage credit. Please refer to included CRA document showing Board approval. Drainage permits will be obtained from SFWMD and PBC Land Development.

Zachary
D Todd

Digitally signed by Zachary D
Todd
DN: c=US, o=Unaffiliated,
dnQualifier=A01410C000001920
B66DB2000019900, cn=Zachary
D Todd
Date: 2025.02.21 11:36:30 -05'00'

Sincerely,

Capacity Analysis

The future traffic volumes on the significantly impacted roadway segment were analyzed in comparison to its LOS D adopted service volume. **Table 5** and **Table 6** detail these calculations for the AM and PM peak hours, respectively. As seen in the tables the significantly impacted roadway links are projected to operate acceptably during the AM and PM peak hours through 2030.

Table 5: Test 1 Capacity Analysis (AM Peak Hour)

Roadway From To			Committed			Direction	Significantly Impacted?	Count Year	Count Year Traffic Volume	Committed Traffic - Option #1			Committed Traffic - Option #2			Utilized (Maximum) Committed Traffic	Project Traffic	2030 Total Traffic	Meets Standard ??	Back-ground Def. ??
			Lanes	Facility Type	LOS D Service Volume					Committed Traffic (from TPS)	1.0% Traffic Growth	Committed plus 1.0%	Historic Growth Rate (from TPS)	Max Historic Growth or 1%	Max Historic Growth					
Belvedere Road	Congress Avenue	Australian Avenue	6LD	Class II	2,680	NB/EB	Yes	2024	1,583	82	97	179	0.00%	1.00%	97	179	56	1,818	Yes	-
			6LD	Class II	2,680	SB/WB	No	2024	-	-	-	-	-	-	-	-	-	-	-	-
Belvedere Road	Australian Avenue	I-95	6LD	Class II	2,680	NB/EB	Yes	2022	2,286	84	189	273	0.00%	1.00%	189	273	39	2,598	Yes	-
			6LD	Class II	2,680	SB/WB	No	2022	-	-	-	-	-	-	-	-	-	-	-	
Congress Avenue	Belvedere Road	Okeechobee Boulevard	4LD	Class II	1,770	NB/EB	Yes	2022	595	67	49	116	0.00%	1.00%	49	116	27	738	Yes	-
			4LD	Class II	1,770	SB/WB	No	2022	-	-	-	-	-	-	-	-	-	-	-	

Table 6: Test 1 Capacity Analysis (PM Peak Hour)

Roadway From To			Committed			Direction	Significantly Impacted?	Count Year	Count Year Traffic Volume	Committed Traffic - Option #1			Committed Traffic - Option #2			Utilized (Maximum) Committed Traffic	Project Traffic	2030 Total Traffic	Meets Standard ??	Back-ground Def. ??
			Lanes	Facility Type	LOS D Service Volume					Committed Traffic (from TPS)	1.0% Traffic Growth	Committed plus 1.0%	Historic Growth Rate (from TPS)	Max Historic Growth or 1%	Max Historic Growth					
Belvedere Road	Congress Avenue	Australian Avenue	6LD	Class II	2,680	NB/EB	No	2024	-	-	-	-	-	-	-	-	-	-	-	
			6LD	Class II	2,680	SB/WB	Yes	2024	1,417	102	87	189	0.00%	1.00%	87	189	42	1,648	Yes	-
Belvedere Road	Australian Avenue	I-95	6LD	Class II	2,680	NB/EB	No	2022	-	-	-	-	-	-	-	-	-	-		
			6LD	Class II	2,680	SB/WB	Yes	2022	1,148	100	95	195	0.00%	1.00%	95	195	29	1,372	Yes	-
Congress Avenue	Belvedere Road	Okeechobee Boulevard	4LD	Class II	1,770	NB/EB	No	2022	-	-	-	-	-	-	-	-	-	-		
			4LD	Class II	1,770	SB/WB	Yes	2022	1,329	101	110	211	0.00%	1.00%	110	211	20	1,560	Yes	-

INTERSECTION ANALYSIS

Based upon the analyses undertaken, some of the segments were significantly impacted during the AM and PM peak hour conditions. Intersection analyses were then undertaken at the points at which these roadways intersect with the Thoroughfare network.

Intersections were analyzed using the Critical Movement Analysis (CMA) planning methodology as outlined in the 1985 Highway Capacity Manual (HCM) and using *Synchro 12*. The following intersections are the nearest major signalized intersections that were analyzed using the CMA methodology:

- Belvedere Road & Congress Avenue
- Westgate Avenue & Congress Avenue
- Belvedere Road & Military Trail

Belvedere Road & Congress Avenue

The critical movement analysis shows that the critical sum for the intersection of Belvedere Road & Congress Avenue will exceed the maximum threshold of 1,400 vehicles per hour per lane with the current lane configuration during the PM peak hour, without the addition of project traffic. According to Florida State Statute 163.3180, because the facility identified on the page exceed its respective threshold under background conditions, and because the improvements required to address future background conditions will also provide sufficient capacity for the proposed project traffic, the project is not responsible for the proportionate share of these improvements. Therefore, this intersection is expected to meet the Test 1 Part 1 standards through 2030 with the current lane configuration.

Westgate Avenue & Congress Avenue

The critical movement analysis shows that the critical sum for the intersection of Westgate Avenue & Congress Avenue will be less than the maximum threshold of 1,400 vehicles per hour per lane with the current lane configuration during the AM and PM peak hours. Therefore, this intersection is expected to meet the Test 1 Part 1 standards through 2030 with the current lane configuration.

Belvedere Road & Military Trail

The critical movement analysis shows that the critical sum for the intersection of Belvedere Road & Military will exceed the maximum threshold of 1,400 vehicles per hour per lane with the current lane configuration during the PM peak hour, without the addition of project traffic. According to Florida State Statute 163.3180, because the facility identified on the page exceed its respective threshold under background conditions, and because the improvements required to address future background conditions will also provide sufficient capacity for the proposed project traffic, the project is not responsible for the proportionate share of these improvements. Therefore, this intersection is expected to meet the Test 1 Part 1 standards through 2030 with the current lane configuration.

Table 7 is the critical movement summary for all intersections. The critical movement analyses for the intersections are included in **Appendix D**.

Table 7: Critical Movement Summary

Intersection	Geometry	Critical Sum: AM Peak Hour	Critical Sum: PM Peak Hour
Belvedere Road & Congress Avenue	Existing Geometry-Without Project Traffic	1,367	1,892
	Existing Geometry-With Project Traffic	997	1,922
	Proposed Geometry-Without Project Traffic	817	1,243
	Proposed Geometry-With Project Traffic	836	1,262
Westgate Avenue & Congress Avenue	Existing Geometry-With Project Traffic	729	1,002
Belvedere Road & Military Trail	Existing Geometry-Without Project Traffic	1,486	1,499
	Existing Geometry-With Project Traffic	1,491	1,503
	Proposed Geometry-Without Project Traffic	1,245	1,258
	Proposed Geometry-With Project Traffic	1,249	1,263

Intersection Operational Analysis

Operational conditions at the following intersections were analyzed using *Synchro 12* software and the *HCM 2000* Edition methodology to determine the delay and LOS for each of the analyzed movements:

- Belvedere Road & Congress Avenue

Traffic volumes at the studied intersections were analyzed during three distinct scenarios: Existing Conditions, Future Background (2030), and Future Total Conditions (2030).

Existing Conditions: This analysis scenario provides a baseline evaluation of current conditions, based upon traffic volume data collected at the study intersections.

Future Background Conditions (2030): This analysis scenario includes the baseline traffic volumes adjusted to future year conditions without the project by applying an annually compounding background growth rate.

Future Total Conditions (2030): This analysis scenario uses the Future Background (2030) volumes as a baseline and adds new project traffic generated by site redevelopment. The future total (2030) volumes assume an estimated fully build out condition in year 2030.

Synchro summaries for Existing Conditions, Future Background (2030), and Future Total (2030) are shown in **Table 8**, **Table 9**, and **Table 10** respectively.

Data Collection

Baseline traffic count data was collected during the AM peak period (7:00 AM to 9:00 AM) and the PM peak period (4:00 PM to 6:00 PM) at intersections within the study area. The counts occurred on the following date:

- Thursday, March 07, 2024

Table 8: Existing Conditions Synchro Summary

#	Intersection	Control Type	Movement	AM Peak Hour		PM Peak Hour	
				Delay (s)	LOS	Delay (s)	LOS
1	Congress Avenue & Belvedere Road	Signalized	EB	19.9	B	44.2	D
			WB	25.9	C	163.7	F
			NB	70.2	E	75	E
			SB	62.8	E	223.1	F
			Overall	30.5	C	146.5	F

Table 9: Future Background Synchro Summary

#	Intersection	Control Type	Movement	AM Peak Hour		PM Peak Hour	
				Delay (s)	LOS	Delay (s)	LOS
1	Congress Avenue & Belvedere Road	Signalized	EB	22	C	49.2	D
			WB	29.4	C	191.9	F
			NB	70.2	E	76.5	E
			SB	62.3	E	254.7	F
			Overall	32.5	C	168.6	F

Table 10: Future Total Synchro Summary

#	Intersection	Control Type	Movement	AM Peak Hour		PM Peak Hour	
				Delay (s)	LOS	Delay (s)	LOS
1	Congress Avenue & Belvedere Road	Signalized	EB	23.4	C	56.2	E
			WB	31.3	C	189.9	F
			NB	70.2	E	76.5	E
			SB	62	E	262.7	F
			Overall	34.2	C	172.2	F

As shown in the tables, Congress Avenue & Belvedere Road is projected to operate at a LOS F during the PM peak hour without the addition of project traffic. According to Florida State Statute 163.3180, because the facility identified on the page exceed its respective threshold under background conditions, and because the improvements required to address future background conditions will also provide sufficient capacity for the proposed project traffic, the project is not responsible for the proportionate share of these improvements. As shown in **Table 11**, signal optimization can help reduce the overall delay at the studied intersection during the PM Peak Hour.

Table 11: Future Total PM Optimized Synchro Summary

#	Intersection	Control Type	Movement	PM Peak Hour	
				Delay (s)	LOS
1	Congress Avenue & Belvedere Road	Signalized	EB	92	F
			WB	145	F
			NB	117.4	F
			SB	202.2	F
			Overall	147.1	F

CONCLUSION

The traffic impact analysis that was undertaken evaluated the impacts of traffic generated by the proposed development. The site is located on the northwest corner of Belvedere Road & Congress Avenue in unincorporated Palm Beach County, Florida. The existing parcel includes the Palm Beach County Kennel Club. The proposed development is the construction of 405 dwelling units of multifamily mid-rise use on the northern portion of the site.

All of the significantly impacted roadways are expected to meet the County's standards during development. It should be noted that both Belvedere Road & Congress Avenue as well as Belvedere Road & Military Trail is projected to exceed the 1,400 vehicles per hour per lane threshold outlined in the Critical Movement Analysis without the addition of project traffic and according to Florida State Statute 163.3180, because the facility identified on the page exceed its respective threshold under background conditions, and because the improvements required to address future background conditions will also provide sufficient capacity for the proposed project traffic, the project is not responsible for the proportionate share of these improvements.

Access to the site is proposed via three driveways on Congress Avenue, and one driveway on Belvedere Road. However, it is anticipated that the driveway volumes related to the proposed residential development will primarily use Driveway 1 (northernmost driveway on Congress Avenue). Left turn lane volume thresholds are anticipated to be met at the full access driveways on Congress Avenue. Left turn lanes exist at both driveways; therefore, no geometric changes are proposed.

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This Agreement for Professional Engineering Services (Agreement) is made and entered into this ____ day of _____, 2025, between the **WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY**, a dependent special district of Palm Beach County, hereinafter referred to as the “CRA” and, **ENGENUITY GROUP, INC.** hereinafter referred to as the “Firm”.

WITNESSETH:

WHEREAS, pursuant to a Request for Qualifications (RFQ) the CRA solicited proposals in accordance with its procurement policy and the Consultants Competitive Negotiation Act (CCNA) to retain engineering firms to provide the CRA with continuing engineering services on an as needed basis; and

WHEREAS, the responses to the RFQ were evaluated and ranked by a selection committee; and

WHEREAS, the Selection Committee recommended that the CRA Board of Commissioners (the Board) select the three top ranked firms; and

WHEREAS, the Firm was one of the top three ranked firms, and the Board selected it and instructed its staff to negotiate an agreement with it; and;

WHEREAS, this Agreement sets forth the rights and responsibilities between the Board and the Firm’s engineering services.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained the parties hereby agree as follows:

1. **SCOPE OF SERVICES.** The scope services to be provided throughout the term of this Agreement includes, but is not limited to work involving pre-design, design, the preparation of construction documents, and assistance to the CRA staff regarding bidding, permitting, and construction administration services for various projects intended to implement the CRA’s Community Redevelopment Plan. This Agreement is a continuing contract, and as such the Firm’s services will be made available without competitive selection pursuant to the provisions of the Consultants Competitive Negotiations Act (CCNA) Section 287.055 F.S. for individual construction projects which do not exceed \$7.5 million, or for individual planning or study activities that do not exceed \$500,000.

2. **DEFINITIONS.** The following definitions shall apply to this Agreement

County means the County of Palm Beach, Florida.

Phases mean a series of many separate individual task or projects, all related to general consulting services.

Scope of Work means planning studies or activities which do not exceed \$500,000, or individual construction projects which do not exceed \$7.5 million.

Work Assignment is a form to be used to authorize individual assignments for projects or services which do not exceed the thresholds established in the Scope of Work.

3. **TERM.** The term of this Agreement shall be three years from the date of execution by the CRA. The CRA Board may, at its option, renew this Agreement based upon the same terms as contained herein for an additional term of up to three years.

4. **DESIGNATION OF PROJECT MANAGER.** The Firm shall designate a "Project Manager" for any specific project assigned to the Firm during the term.

5. **GENERAL DUTIES OF THE FIRM**

A. **Duties.** The Firm shall provide professional engineering services for CRA development projects and studies which implement the CRA's Community Redevelopment Plan. Services may include serving as the CRA's representative for projects within the CRA, which have been initiated by the CRA, or for projects by developers in partnership with the CRA. The scope of general duties includes, but is not limited to:

1. Engineering services, due diligence, and development analysis, for proposed or actual projects on property owned or to be acquired by the Westgate CRA; projects within the Westgate CRA's review for Palm Beach County development approval; and/or, projects which are part of grant applications. The assignments may include, but not limited to, work involving site utilities, infrastructure, traffic and facility planning studies and analysis, geotechnical analysis, environmental surveys, studies, and assessments, and conceptual cost estimating for projects.
2. Pre-design services including site evaluation using surveys prepared by others and soil testing, feasibility studies, public engagement strategies under the scope of the consultant's contract to properly design the facilities, and site and program analysis.

3. Design Services within the scope of the practice of engineering, preliminary design, construction documents, and cost estimates.
 4. Permitting Services as may be required by a local, regional, state, or federal agencies.
 5. Construction Administration Services including on site observations to enable the firm to certify construction in compliance with approved plans or permits.
- B. **Professional and Technical Services.** The Firm shall provide professional Engineering advice and technical services to accomplish the CRA's objectives as set forth in specific WORK ASSIGNMENTS. Upon the Board's acceptance of the scope of services, schedule, and budget, the CRA shall issue a Notice to Proceed.
- C. **Work Assignments.** For each WORK ASSIGNMENT, the Firm shall provide a written scope of services, together with a budget and schedule or timeline for completing the services associated with the WORK ASSIGNMENT. The scope of services shall indicate any designs, drawings, specifications, and reports to be delivered as part of the WORK ASSIGNMENT.
1. The Firm shall be responsible for the professional quality, technical accuracy, timely completion, compliance with regulations and rules, and, when necessary, coordination with appropriate agencies of the designs, drawings, specifications, reports and other services furnished by the Firm. Should the CRA determine that there are errors, omissions or other deficiencies in the Firm's designs, drawings, specifications, reports and other services within the for a project, the Firm shall, without additional compensation, correct or revise said errors or omissions.
 2. Upon the request of the CRA's Executive Director, or designee, the Firm's Project Manager shall attend Board meetings for a project and/or study activity for which the Firm has been assigned a WORK ASSIGNMENT.
6. **COMPENSATION.** The CRA agrees to pay the Firm for all services rendered pursuant to a WORK ASSIGNMENT based upon the Firm's hourly rates as shown in Exhibit A, which is attached hereto and incorporated herein. The Firm shall maintain these hourly rates for the term of this Agreement, and any renewal thereof. The CRA shall pay direct out-of-pocket expenses, such as application fees, photocopy charges, material production charges, long distance telephone and other similar charges, upon the presentation of

receipts for these costs. Payment shall be monthly in accordance with invoices for actual charges incurred during the preceding month.

7. **WORK PRODUCT.** All drawings, materials, reports and other media developed by the Firm, pursuant to this Agreement, shall become sole and exclusive property of the CRA and the Firm shall deliver same to the CRA, in a timely manner, upon the written request of the CRA. The CRA will have the right to visit the site for inspection of the work and the products of the all documents including studies, presentation graphics, drawings and specifications prepared or furnished by the Firm and any subcontractors retained by the Firm pursuant to this Agreement shall become the property of the CRA. The CRA may make and retain copies for information and reference in connection with the use and occupancy of the Project by the CRA and others; however, such documents are not intended or represented to be suitable for reuse by the CRA or others for on any other projects.

8. **INSURANCE.** The Firm shall provide the CRA insurance certificates as proof of insurance at the beginning of each calendar year that the Agreement is in effect. The Firm shall notify the CRA at least 30 days prior to cancellation or modification of any insurance policy and certificate required under this Agreement. The failure to provide the CRA with proof of insurance, or the cancellation of any insurance policy during the term of Agreement shall be cause for the CRA's termination of the Agreement. The Firm shall maintain, at all times during the life of this Agreement, the following insurance coverages and limits (including endorsements):
 - A. **Worker's Compensation Insurance & Employers Liability.** The Firm shall maintain Worker's Compensation & Employers Liability Insurance to apply to all of the Firm's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws. The Firm shall provide this coverage on a primary basis.
 - B. **Professional Liability.** The Firm shall maintain Professional Liability or equivalent Errors & Omissions Liability as a limit of liability not less than \$1,000,000 per occurrence. The Firm shall ensure that sub-consultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.
 - C. **Certificate(s) of Insurance.** Prior to commencement of services, the Firm shall provide to the CRA Certificates of Insurance evidencing the insurance coverage specified in the foregoing paragraphs have been obtained and are in full force and effect. All policies shall be endorsed to provide the CRA with 30 days' notice of

cancellation, non-renewal, and/or restriction. The Firm shall also make available to the CRA a certified copy of the professional liability insurance policy upon request. If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished 30 days prior to the date of their expiration.

9. **WARRANTY OF NO CONTINGENT FEE.** The Firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Firm to solicit or secure this Agreement and that the Firm has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the ward or making of this Agreement.
10. **SUBCONTRACTORS.** The CRA reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform under this Agreement. Should the scope of a CRA Work Assignment necessitate the use of subcontractors to complete a task or tasks, a 20% SBE subcontracting participation goal is established for this Agreement in accordance with Palm Beach County ordinances and County Office of Equal Business Opportunity (OSBAOEBO) and the State of Florida. The CRA may waive this goal if the Firm, as Prime Consultant, is certified as a SBE.
11. **PUBLIC RECORDS:** The Firm acknowledges and understands that all of its work it produces for the CRA is subject to the Chapter 119, Florida Statutes. As such, should the Firm elect not to produce any records which are not exempt, and are subject to disclosure, then Firm agrees to hold harmless and indemnify the CRA for any costs, including legal fees the CRA incurs due to its failure to produce the public records requested
12. **TRUTH IN NEGOTIATION.** Pursuant to Section 287.055(5)(a), Florida Statutes, the signature of this Agreement by the representative of the Firm serves as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting.
13. **EQUAL OPPORTUNITY/SMALL, MINORITY AND WOMEN-OWNED BUSINESS PARTICIPATION:** It is the policy of the CRA that small, local minority and women-owned businesses have an equal opportunity to participate in the CRA's procurement process. Each SBE or M/WBE firm utilized in this Agreement must be certified by the Palm Beach

County Office of Equal Business Opportunity (OEBO) and the State of Florida to be counted toward the 20% annual participation goal identified in the CRA 's Continuing Services Contract RFQ and the specifications set forth in the Firm's response. The Firm shall file a report to the Westgate CRA at the end of each fiscal year that the Agreement is in effect outlining how the 20% participation goal was met through either Prime or Subcontracting Work Assignment activities.

The signature of the Firm's representative on this Agreement acknowledges its agreement that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this Agreement.

14. **NON-EXCLUSIVITY.** This Agreement shall not impose any obligation on the CRA to utilize the Firm, for all work of this type, which may develop during the term of the Agreement. No minimum amount of work is guaranteed to the Firm as a result of the execution of this Agreement. The CRA specifically reserves the right to contract with other Engineering firms, or to use in-house staff for services if it determines that it is in the CRA's best interest to do so.

15. **TERMINATION/REMEDIES.** If the CRA fails to fulfill its obligations under this Agreement in a timely and proper manner, the Firm shall have the right to terminate this Agreement; however, prior to the Agreement's termination, the Firm shall provide written notice of any deficiency to the CRA. The CRA shall then have 10 calendar days from receipt of notice to correct the deficiency. If the CRA fails to correct the deficiency within 10 days, this Agreement shall be subject to termination.

The CRA may terminate the performance of work under this Agreement for convenience, whenever the CRA shall determine that such termination is in the best interest of the CRA. Any such termination shall be effected by delivery to the Firm of a written Notice of Termination.

In the event of termination, the CRA shall compensate the Firm for all authorized and accepted work performed through the termination date. The CRA shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Agreement. The CRA may withhold all payments to the Firm for such work until such time as the CRA determines the exact amount due to the Firm.

The CRA reserves the right to cancel and terminate this Agreement in the event a member of the Firm is convicted for any crime arising out of or in conjunction with any work being performed by the Firm for or on behalf of the CRA. It is understood and agreed that in the event of such termination, all plans, specifications, computer files, maps and data

prepared or obtained under this Agreement will immediately be turned over to the CRA. The CRA reserves the right to terminate or cancel this Agreement in the event the Firm will be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. The CRA further reserves the right to suspend the qualifications of the Firm to do business with the CRA upon any such conviction.

16. **ATTORNEY FEES.** If either party initiates legal action to enforce this Agreement, the prevailing party shall be entitled to recover an attorney's fee, including fees through all appeals.

17. **STANDARDS OF COMPLIANCE.** The Firm shall comply with all applicable federal, state, and local laws and regulation relating to the performance of this Agreement. The CRA undertakes no duty to ensure such compliance, but will attempt to advise the Firm, upon request, as to any such laws of which it has present knowledge.

The Firm, by its execution of this Agreement, acknowledges and attests that, neither the employees of Firm nor any of its suppliers, subcontractors or affiliates who shall perform work which is intended to benefit the CRA, has been convicted of any public entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public entity crime, a period longer than 36 months has passed since any such person, entity or affiliate was placed on a convicted vendor list. The Firm further understands and acknowledges by its execution of this Agreement, that this Agreement shall be null and void, and/or that this Agreement is subject to immediate termination by the CRA, for any misstatement or lack of compliance with the mandates of said statute. The CRA, in the event of such termination, shall not incur any liability to the Firm for any work or materials furnished.

18. **RELATIONSHIP BETWEEN THE PARTIES.** The Firm is an independent contractor and is not an employee or agent of the CRA. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the CRA and the Firm, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

19. **ASSIGNMENT.** The Firm shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement without the prior written consent of the CRA. Any attempted assignment in violation of this provision shall be void.

20. **RECORDS RETENTION/OWNERSHIP/AUDIT.** The Firm understands that all documents produced by Firm pursuant to this Agreement may be public records and that

it has the obligation to permit the inspection and copying of all public records and to maintain all public records pursuant to Chapter 119, Florida Statutes. The Firm shall indemnify and hold the CRA harmless from any demands, claims, actions or lawsuits of any kind regarding the Firm's failure to comply with Chapter 119, F.S. related to public records.

21. **CONFLICTS.** The CRA recognizes and acknowledges that the Firm is engaged in a business which provides consulting services to multiple clients including other governmental entities. Further, the CRA recognizes and acknowledges that the Firm may presently, or may in the future, represent clients who are or may be doing business in or with the CRA. The CRA agrees that the Firm may perform services for clients who are or may have matters before the CRA Board, provided the Firm discloses any and all clients it represents who may have any matters which are now or may reasonably be expected to come before the CRA Board for its consideration and, provided further, that the CRA Board waives the actual or potential conflict of interest created by the Firm's representation.

22. **GOVERNING LAW/VENUE.** The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

23. **SEVERABILITY.** Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

24. **ENTIRE UNDERSTANDING.** This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement. The Firm recognizes that any representations, statements or negotiations made by CRA staff do not suffice to legally bind the CRA in a contractual relationship unless they have been reduced to writing and signed by an authorized CRA representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

25. **NOTICE.** All notices required in this Agreement if sent to the CRA shall be mailed to:

Elizée Michel, AICP
Executive Director
Westgate/Belvedere Homes Community Redevelopment Agency
1280 Old N. Congress Avenue, Suite 215
West Palm Beach, FL 33409
(561) 640-8181
emichel@pbc.gov

And if sent to the Firm shall be mailed to:

Adam Swaney, P.E.
Vice President
1280 N. Congress Avenue, Suite 101
West Palm Beach, Florida 33409
(561) 313-6138
aswaney@engenuitygroup.com

26. **PUBLIC ENTITY CRIMES.** As provided in F.S. 27.132-133, by entering into this contract or performing any work in furtherance hereof, the Firm certifies that it, its affiliates, suppliers, subcontractors and 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 the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

WITNESSES:

CRA:

**Westgate/Belvedere Homes Community
Redevelopment Agency**

(Name Printed or Typed)

Signature

Signature

(Name Printed or Typed)

Ronald L. Daniels, CRA Board Chair
(Name Printed or Typed)

Signature

The foregoing instrument was acknowledged before me this ____ day of _____, _____
by _____ (name of person acknowledging).

Signature of Notary Public - State of Florida

Print, Type, or Stamp Commissioned Name
of Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

WITNESSES:

(Name Printed or Typed)

Signature

(Name Printed or Typed)

Signature

FIRM:

Engenuity Group, Inc.

Company

Signature

(Name Printed or Typed)

(Corporate Seal)

COUNTY OF _____

STATE OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, _____
by _____ (name of person acknowledging).

Signature of Notary Public - State of Florida

Print, Type, or Stamp Commissioned Name
of Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____

Thomas J. Baird, Esquire

CRA Legal Counsel

**EXHIBIT A
HOURLY RATES**

**Engenuity Group, Inc.
Fee Schedule for Professional Engineering Services**

2025-2026 WESTGATE CRA FEE SCHEDULE	
EMPLOYEE TITLE	HOURLY FEES
PRINCIPAL ENGINEER	\$300.00
SENIOR ENGINEER	\$210.00
PROJECT ENGINEER	\$185.00
ASSOCIATE ENGINEER	\$130.00
SR. CONSTRUCTION SPECIALIST	\$150.00
CONSTRUCTION SPECIALIST	\$100.00
SR. DESIGNER	\$160.00
DESIGNER	\$120.00
ADMINISTRATIVE ASSISTANT	\$100.00

EXHIBIT B
SAMPLE CONSULTANT WORK ASSIGNMENT

DATE: _____

WORK ASSIGNMENT #__ FOR PROFESSIONAL CONSULTING SERVICES

CRA PROJECT BUDGET CODE: _____

CRA PROJECT NAME: _____

This Work Assignment, when executed, shall be incorporated in and shall become an integral part of the Agreement.

Title: _____

I. PROJECT DESCRIPTION:

II. SCOPE OF SERVICES: The services shall be in accordance with the attached Proposal for Services, which is incorporated herein.

III. BUDGET: _____

IV. COMPLETION DATE: _____

This Work Assignment is approved and payment shall be made subject to the CRA's acceptance of the services associated with the Work Assignment. If the CRA in its sole discretion is unsatisfied with the services provided in the previous phase or service authorization, the CRA may terminate this Work Assignment without incurring any further liability. The CONSULTANT shall not commence the Work Assignment until the CRA issues a Notice to Proceed.

IN WITNESS WHEREOF, the parties hereto have executed this Work Assignment Agreement the day and year first above written.

WITNESSES:

CRA:

Westgate/Belvedere Homes
Community Redevelopment Agency

Signature

Signature

Printed Name:

Printed Name:

Signature

Printed Name:

The foregoing instrument was acknowledged before me this _____ day of _____, _____
by _____ (name of person acknowledging).

(Notary Seal)

Signature of Notary Public - State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

WITNESSES:

CONSULTANT:

(Name Printed or Typed)

Company Name

Signature

Signature

(Name Printed or Typed)

(Name Printed or Typed)

Signature

(Corporate Seal)

COUNTY OF _____

STATE OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____
by _____ (name of person acknowledging).

(Notary Seal)

Signature of Notary Public - State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

AGREEMENT FOR PROFESSIONAL SURVEYING SERVICES

This Agreement for Professional Surveying Services (Agreement) is made and entered into this ____ day of _____, 2025, between the **WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY**, a dependent special district of Palm Beach County, hereinafter referred to as the “CRA” and, **ENGENUITY GROUP, INC.** hereinafter referred to as the “Firm”.

WITNESSETH:

WHEREAS, pursuant to a Request for Qualifications (RFQ) the CRA solicited proposals in accordance with its procurement policy and the Consultants Competitive Negotiation Act (CCNA) to retain surveying firms to provide the CRA with continuing surveying services on an as needed basis; and

WHEREAS, the responses to the RFQ were evaluated and ranked by a selection committee; and

WHEREAS, the Selection Committee recommended that the CRA Board of Commissioners (the Board) select the three top ranked firms; and

WHEREAS, the Firm was one of the top three ranked firms, and the Board selected it and instructed its staff to negotiate an agreement with it; and;

WHEREAS, this Agreement sets forth the rights and responsibilities between the Board and the Firm’s surveying services.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained the parties hereby agree as follows:

1. **SCOPE OF SERVICES.** The scope services to be provided throughout the term of this Agreement includes, but is not limited to work involving pre-design, design, the preparation of construction documents, and assistance to the CRA staff regarding bidding, permitting, and construction administration services for various projects intended to implement the CRA’s Community Redevelopment Plan. This Agreement is a continuing contract, and as such the Firm’s services will be made available without competitive selection pursuant to the provisions of the Consultants Competitive Negotiations Act (CCNA) Section 287.055 F.S. for individual construction projects which do not exceed \$7.5 million, or for individual planning or study activities that do not exceed \$500,000.

2. **DEFINITIONS.** The following definitions shall apply to this Agreement

County means the County of Palm Beach, Florida.

Phases mean a series of many separate individual task or projects, all related to general consulting services.

Scope of Work means planning studies or activities which do not exceed \$500,000, or individual construction projects which do not exceed \$7.5 million.

Work Assignment is a form to be used to authorize individual assignments for projects or services which do not exceed the thresholds established in the Scope of Work.

3. **TERM.** The term of this Agreement shall be three years from the date of execution by the CRA. The CRA Board may, at its option, renew this Agreement based upon the same terms as contained herein for an additional term of up to three years.

4. **DESIGNATION OF PROJECT MANAGER.** The Firm shall designate a “Project Manager” for any specific project assigned to the Firm during the term.

5. **GENERAL DUTIES OF THE FIRM**

A. **Duties.** The Firm shall provide professional surveying services for CRA development projects and studies which implement the CRA’s Community Redevelopment Plan. Services may include serving as the CRA’s representative for projects within the CRA, which have been initiated by the CRA, or for projects by developers in partnership with the CRA. The scope of general duties includes, but is not limited to:

1. Studies and Pre-design services such as, due diligence activities, site analysis for proposed or actual projects on property owned or to be acquired by the CRA, within the CRA’s review and/or for Palm Beach County development approval, and/or grant applications, permit support services, construction support services, and post-construction services.
2. The services indicated above may include boundary surveys, topographic surveys, hydrographic surveys, tree surveys, sketch & descriptions, legal descriptions preparation, mean high-water-line surveys, platting, lot combination, construction layout, record drawings, as-built surveys, right-of-way surveys, title commitment review, and/or FEMA elevation certificates.

B. **Professional and Technical Services.** The Firm shall provide professional Surveying advice and technical services to accomplish the CRA's objectives as set

forth in specific WORK ASSIGNMENTS. Upon the Board's acceptance of the scope of services, schedule, and budget, the CRA shall issue a Notice to Proceed.

C. **Work Assignments.** For each WORK ASSIGNMENT, the Firm shall provide a written scope of services, together with a budget and schedule or timeline for completing the services associated with the WORK ASSIGNMENT. The scope of services shall indicate any designs, drawings, specifications, and reports to be delivered as part of the WORK ASSIGNMENT.

1. The Firm shall be responsible for the professional quality, technical accuracy, timely completion, compliance with regulations and rules, and, when necessary, coordination with appropriate agencies of the designs, drawings, specifications, reports and other services furnished by the Firm. Should the CRA determine that there are errors, omissions or other deficiencies in the Firm's designs, drawings, specifications, reports and other services within the for a project, the Firm shall, without additional compensation, correct or revise said errors or omissions.
2. Upon the request of the CRA's Executive Director, or designee, the Firm's Project Manager shall attend Board meetings for a project and/or study activity for which the Firm has been assigned a WORK ASSIGNMENT.

6. **COMPENSATION.** The CRA agrees to pay the Firm for all services rendered pursuant to a WORK ASSIGNMENT based upon the Firm's hourly rates as shown in Exhibit A, which is attached hereto and incorporated herein. The Firm shall maintain these hourly rates for the term of this Agreement, and any renewal thereof. The CRA shall pay direct out-of-pocket expenses, such as application fees, photocopy charges, material production charges, long distance telephone and other similar charges, upon the presentation of receipts for these costs. Payment shall be monthly in accordance with invoices for actual charges incurred during the preceding month.

7. **WORK PRODUCT.** All drawings, materials, reports and other media developed by the Firm, pursuant to this Agreement, shall become sole and exclusive property of the CRA and the Firm shall deliver same to the CRA, in a timely manner, upon the written request of the CRA. The CRA will have the right to visit the site for inspection of the work and the products of the all documents including studies, presentation graphics, drawings and specifications prepared or furnished by the Firm and any subcontractors retained by the Firm pursuant to this Agreement shall become the property of the CRA. The CRA may make and retain copies for information and reference in connection with the use and

occupancy of the Project by the CRA and others; however, such documents are not intended or represented to be suitable for reuse by the CRA or others for on any other projects.

8. **INSURANCE.** The Firm shall provide the CRA insurance certificates as proof of insurance at the beginning of each calendar year that the Agreement is in effect. The Firm shall notify the CRA at least 30 days prior to cancellation or modification of any insurance policy and certificate required under this Agreement. The failure to provide the CRA with proof of insurance, or the cancellation of any insurance policy during the term of Agreement shall be cause for the CRA's termination of the Agreement. The Firm shall maintain, at all times during the life of this Agreement, the following insurance coverages and limits (including endorsements):
 - A. **Worker's Compensation Insurance & Employers Liability.** The Firm shall maintain Worker's Compensation & Employers Liability Insurance to apply to all of the Firm's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws. The Firm shall provide this coverage on a primary basis.
 - B. **Professional Liability.** The Firm shall maintain Professional Liability or equivalent Errors & Omissions Liability as a limit of liability not less than \$1,000,000 per occurrence. The Firm shall ensure that sub-consultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.
 - C. **Certificate(s) of Insurance.** Prior to commencement of services, the Firm shall provide to the CRA Certificates of Insurance evidencing the insurance coverage specified in the foregoing paragraphs have been obtained and are in full force and effect. All policies shall be endorsed to provide the CRA with 30 days' notice of cancellation, non-renewal, and/or restriction. The Firm shall also make available to the CRA a certified copy of the professional liability insurance policy upon request. If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished 30 days prior to the date of their expiration.
9. **WARRANTY OF NO CONTINGENT FEE.** The Firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Firm to solicit or secure this Agreement and that the Firm has not paid or agreed to pay any person, company, corporation, individual, of firm other than a bona fide employee

working solely for the Firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the ward or making of this Agreement.

10. **SUBCONTRACTORS.** The CRA reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform under this Agreement. Should the scope of a CRA Work Assignment necessitate the use of subcontractors to complete a task or tasks, a 20% SBE subcontracting participation goal is established for this Agreement in accordance with Palm Beach County ordinances and County Office of Equal Business Opportunity (OSBAOEBO) and the State of Florida. The CRA may waive this goal if the Firm, as Prime Consultant, is certified as a SBE.
11. **PUBLIC RECORDS:** The Firm acknowledges and understands that all of its work it produces for the CRA is subject to the Chapter 119, Florida Statutes. As such, should the Firm elect not to produce any records which are not exempt, and are subject to disclosure, then Firm agrees to hold harmless and indemnify the CRA for any costs, including legal fees the CRA incurs due to its failure to produce the public records requested
12. **TRUTH IN NEGOTIATION.** Pursuant to Section 287.055(5)(a), Florida Statutes, the signature of this Agreement by the representative of the Firm serves as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting.
13. **EQUAL OPPORTUNITY/SMALL, MINORITY AND WOMEN-OWNED BUSINESS PARTICIPATION:** It is the policy of the CRA that small, local minority and women-owned businesses have an equal opportunity to participate in the CRA's procurement process. Each SBE or M/WBE firm utilized in this Agreement must be certified by the Palm Beach County Office of Equal Business Opportunity (OEBO) and the State of Florida to be counted toward the 20% annual participation goal identified in the CRA 's Continuing Services Contract RFQ and the specifications set forth in the Firm's response. The Firm shall file a report to the Westgate CRA at the end of each fiscal year that the Agreement is in effect outlining how the 20% participation goal was met through either Prime or Subcontracting Work Assignment activities.

The signature of the Firm's representative on this Agreement acknowledges its agreement that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this Agreement.

14. **NON-EXCLUSIVITY.** This Agreement shall not impose any obligation on the CRA to utilize the Firm, for all work of this type, which may develop during the term of the Agreement. No minimum amount of work is guaranteed to the Firm as a result of the execution of this Agreement. The CRA specifically reserves the right to contract with other Surveying firms, or to use in-house staff for services if it determines that it is in the CRA's best interest to do so.

15. **TERMINATION/REMEDIES.** If the CRA fails to fulfill its obligations under this Agreement in a timely and proper manner, the Firm shall have the right to terminate this Agreement; however, prior to the Agreement's termination, the Firm shall provide written notice of any deficiency to the CRA. The CRA shall then have 10 calendar days from receipt of notice to correct the deficiency. If the CRA fails to correct the deficiency within 10 days, this Agreement shall be subject to termination.

The CRA may terminate the performance of work under this Agreement for convenience, whenever the CRA shall determine that such termination is in the best interest of the CRA. Any such termination shall be effected by delivery to the Firm of a written Notice of Termination.

In the event of termination, the CRA shall compensate the Firm for all authorized and accepted work performed through the termination date. The CRA shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Agreement. The CRA may withhold all payments to the Firm for such work until such time as the CRA determines the exact amount due to the Firm.

The CRA reserves the right to cancel and terminate this Agreement in the event a member of the Firm is convicted for any crime arising out of or in conjunction with any work being performed by the Firm for or on behalf of the CRA. It is understood and agreed that in the event of such termination, all plans, specifications, computer files, maps and data prepared or obtained under this Agreement will immediately be turned over to the CRA. The CRA reserves the right to terminate or cancel this Agreement in the event the Firm will be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. The CRA further reserves the right to suspend the qualifications of the Firm to do business with the CRA upon any such conviction.

16. **ATTORNEY FEES.** If either party initiates legal action to enforce this Agreement, the prevailing party shall be entitled to recover an attorney's fee, including fees through all appeals.

17. **STANDARDS OF COMPLIANCE.** The Firm shall comply with all applicable federal, state, and local laws and regulation relating to the performance of this Agreement. The CRA undertakes no duty to ensure such compliance, but will attempt to advise the Firm, upon request, as to any such laws of which it has present knowledge.

The Firm, by its execution of this Agreement, acknowledges and attests that, neither the employees of Firm nor any of its suppliers, subcontractors or affiliates who shall perform work which is intended to benefit the CRA, has been convicted of any public entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public entity crime, a period longer than 36 months has passed since any such person, entity or affiliate was placed on a convicted vendor list. The Firm further understands and acknowledges by its execution of this Agreement, that this Agreement shall be null and void, and/or that this Agreement is subject to immediate termination by the CRA, for any misstatement or lack of compliance with the mandates of said statute. The CRA, in the event of such termination, shall not incur any liability to the Firm for any work or materials furnished.

18. **RELATIONSHIP BETWEEN THE PARTIES.** The Firm is an independent contractor and is not an employee or agent of the CRA. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the CRA and the Firm, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

19. **ASSIGNMENT.** The Firm shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement without the prior written consent of the CRA. Any attempted assignment in violation of this provision shall be void.

20. **RECORDS RETENTION/OWNERSHIP/AUDIT.** The Firm understands that all documents produced by Firm pursuant to this Agreement may be public records and that it has the obligation to permit the inspection and copying of all public records and to maintain all public records pursuant to Chapter 119, Florida Statutes. The Firm shall indemnify and hold the CRA harmless from any demands, claims, actions or lawsuits of any kind regarding the Firm's failure to comply with Chapter 119, F.S. related to public records.

21. **CONFLICTS.** The CRA recognizes and acknowledges that the Firm is engaged in a business which provides consulting services to multiple clients including other governmental entities. Further, the CRA recognizes and acknowledges that the Firm may presently, or may in the future, represent clients who are or may be doing business in or

with the CRA. The CRA agrees that the Firm may perform services for clients who are or may have matters before the CRA Board, provided the Firm discloses any and all clients it represents who may have any matters which are now or may reasonably be expected to come before the CRA Board for its consideration and, provided further, that the CRA Board waives the actual or potential conflict of interest created by the Firm's representation.

22. **GOVERNING LAW/VENUE.** The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.
23. **SEVERABILITY.** Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
24. **ENTIRE UNDERSTANDING.** This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement. The Firm recognizes that any representations, statements or negotiations made by CRA staff do not suffice to legally bind the CRA in a contractual relationship unless they have been reduced to writing and signed by an authorized CRA representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
25. **NOTICE.** All notices required in this Agreement if sent to the CRA shall be mailed to:

Elizée Michel, AICP
Executive Director
Westgate/Belvedere Homes Community Redevelopment Agency
1280 Old N. Congress Avenue, Suite 215
West Palm Beach, FL 33409
(561) 640-8181
emichel@pbc.gov

And if sent to the Firm shall be mailed to:

Andre Rayman, P.S.M.
President
1280 N. Congress Avenue, Suite 101
West Palm Beach, Florida 33409
(561) 818-6212
arayman@engenuitygroup.com

26. **PUBLIC ENTITY CRIMES.** As provided in F.S. 27.132-133, by entering into this contract or performing any work in furtherance hereof, the Firm certifies that it, its affiliates, suppliers, subcontractors and 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 the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

WITNESSES:

CRA:

**Westgate/Belvedere Homes Community
Redevelopment Agency**

(Name Printed or Typed)

Signature

Signature

(Name Printed or Typed)

Ronald L. Daniels, CRA Board Chair
(Name Printed or Typed)

Signature

The foregoing instrument was acknowledged before me this ____ day of _____, _____
by _____ (name of person acknowledging).

Signature of Notary Public - State of Florida

Print, Type, or Stamp Commissioned Name
of Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

WITNESSES:

(Name Printed or Typed)

Signature

(Name Printed or Typed)

Signature

FIRM:

Engenuity Group, Inc.

Company

Signature

(Name Printed or Typed)

(Corporate Seal)

COUNTY OF _____

STATE OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____
by _____ (name of person acknowledging).

Signature of Notary Public - State of Florida

Print, Type, or Stamp Commissioned Name
of Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____

Thomas J. Baird, Esquire

CRA Legal Counsel

**EXHIBIT A
HOURLY RATES**

**Engenuity Group, Inc.
Fee Schedule for Professional Engineering Services**

2025-2026 WESTGATE CRA FEE SCHEDULE	
EMPLOYEE TITLE	HOURLY FEES
PRINCIPAL	\$300.00
DEPARTMENT DIRECTOR	\$210.00
SR. PROJECT LAND SURVEYOR	\$153.00
PROJECT LAND SURVEYOR	\$136.00
AUTOCAD DESIGNER	\$120.00
3 PERSON SURVEY CREW	\$196.00
2 PERSON SURVEY CREW	\$165.00
ADMINISTRATIVE ASSISTANT	\$100.00

EXHIBIT B
SAMPLE CONSULTANT WORK ASSIGNMENT

DATE: _____

WORK ASSIGNMENT #__ FOR PROFESSIONAL CONSULTING SERVICES

CRA PROJECT BUDGET CODE: _____

CRA PROJECT NAME: _____

This Work Assignment, when executed, shall be incorporated in and shall become an integral part of the Agreement.

Title: _____

I. PROJECT DESCRIPTION:

II. SCOPE OF SERVICES: The services shall be in accordance with the attached Proposal for Services, which is incorporated herein.

III. BUDGET: _____

IV. COMPLETION DATE: _____

This Work Assignment is approved and payment shall be made subject to the CRA's acceptance of the services associated with the Work Assignment. If the CRA in its sole discretion is unsatisfied with the services provided in the previous phase or service authorization, the CRA may terminate this Work Assignment without incurring any further liability. The CONSULTANT shall not commence the Work Assignment until the CRA issues a Notice to Proceed.

IN WITNESS WHEREOF, the parties hereto have executed this Work Assignment Agreement the day and year first above written.

WITNESSES:

CRA:

Westgate/Belvedere Homes
Community Redevelopment Agency

Signature

Signature

Printed Name:

Printed Name:

Signature

Printed Name:

The foregoing instrument was acknowledged before me this _____ day of _____, _____
by _____ (name of person acknowledging).

(Notary Seal)

Signature of Notary Public - State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

WITNESSES:

CONSULTANT:

(Name Printed or Typed)

Company Name

Signature

Signature

(Name Printed or Typed)

(Name Printed or Typed)

Signature

(Corporate Seal)

COUNTY OF _____

STATE OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____
by _____ (name of person acknowledging).

(Notary Seal)

Signature of Notary Public - State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

**AGREEMENT FOR PROFESSIONAL PLANNING, LANDSCAPE ARCHITECTURE,
AND PROPERTY DEVELOPMENT ASSISTANCE SERVICES**

This Agreement for Professional Planning and Property Development Services (Agreement) is made and entered into this ____ day of _____, 2025, between the **WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY**, a dependent special district of Palm Beach County, hereinafter referred to as the “CRA” and, **KIMLEY-HORN & ASSOCIATES, INC.** hereinafter referred to as the “Firm”.

WITNESSETH:

WHEREAS, pursuant to a Request for Qualifications (RFQ) the CRA solicited proposals in accordance with its procurement policy for professional planning firms qualified to provide the CRA with planning, landscape architecture, and property development assistance services; and

WHEREAS, the responses to the RFQ were evaluated and ranked by a selection committee; and

WHEREAS, the Selection Committee recommended that the CRA Board of Commissioners (the Board) select the three top ranked firms; and

WHEREAS, the Firm was one of the top three ranked firms, and the Board selected it and instructed its staff to negotiate an agreement with it; and;

WHEREAS, this Agreement sets forth the rights and responsibilities between the Board and the Firm for planning, landscape architecture, and property development assistance services.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained the parties hereby agree as follows:

1. **SCOPE OF SERVICES.** The scope services to be provided throughout the term of this Agreement includes, but is not limited to site planning, design, research, studies, regulatory review and revision, the preparation of construction documents, assistance to the CRA staff regarding bidding, permitting, and construction administration services for various projects intended to implement the CRA’s Community Redevelopment Plan. This Agreement is a continuing contract, and as such the Firm’s services will be made available without competitive selection pursuant to the provisions of the Consultants Competitive Negotiations Act (CCNA) Section 287.055 F.S. for individual construction projects which do not exceed \$7.5 million, or for individual planning or study activities that do not exceed \$500,000.

2. **DEFINITIONS.** The following definitions shall apply to this Agreement

County means the County of Palm Beach, Florida.

Phases mean a series of many separate individual task or projects, all related to general consulting services.

Scope of Work means planning studies or activities which do not exceed \$500,000, or individual construction projects which do not exceed \$7.5 million.

Work Assignment is a form to be used to authorize individual assignments for projects or services which do not exceed the thresholds established in the Scope of Work.

3. **TERM.** The term of this Agreement shall be three years from the date of execution by the CRA. The CRA Board may, at its option, renew this Agreement based upon the same terms as contained herein for an additional term of up to three years.

4. **DESIGNATION OF PROJECT MANAGER.** The Firm shall designate a “Project Manager” for any specific project assigned to the Firm during the term.

5. **GENERAL DUTIES OF THE FIRM**

A. **Duties.** The Firm shall provide professional planning, landscape architecture, and property development services for CRA development or redevelopment projects and planning studies which implement the CRA’s Community Redevelopment Plan. The property development services may include serving as the CRA’s representative for projects within the CRA, which have been initiated by the CRA, or for projects by developers in partnership with the CRA. The scope of general duties includes, but is not limited to:

1. Due diligence evaluations of properties including research of development entitlement history, land use, zoning, drainage, utilities, traffic and site plans;
2. Development of site plans, landscape plans, and studies (including preliminary civil engineering and cost estimates);
3. Pre-purchase development analysis and feasibility reviews;
4. Project coordination with consultants for applicable multidisciplinary issues;
5. Review of site plans prepared by others for consistency with the County’s Unified Land Development Code (ULDC), including the Westgate Community Redevelopment Area Overlay (WCRAO) requirements, standards and regulations;

6. Site visits and investigations; documentation;
7. Analysis of Comprehensive Plan and Zoning regulations which affect development, including need for text revisions;
8. Analysis of physical, environmental, and governmental factors (including accessibility) that may affect development;
9. Preparation and submittal of applications for development entitlements (through final approvals);
10. Representation of applications to reviewing agencies, committees, elected/appointed boards, and officials;
11. Preparation of regulatory permit applications required for property development;
12. Review and analysis of responses to RFQs for land development;
13. Environmental evaluation of real property including but not limited to a review of vegetation and wildlife together with associated permitting requirements;
14. Landscape architecture and irrigation design, including project specific design services;
15. Architectural design services, as may be needed, including schematics and renderings for development of CRA-owned properties, architectural review and analysis of private development projects, and recommendations for amendments to architectural standards and design guidelines within the ULDC and WCRAO;
16. Design services may be necessary when required by resolution, permit application, vesting requirements, or when requested by the Westgate CRA;
17. Specific purpose analyses, studies, and/or GIS mapping for strategic planning in infrastructure, transportation and mobility, housing, public safety, land use, as well as analyses of market demand and industry trends;
18. Review CRA's Community Redevelopment Plan, Palm Beach County's Comprehensive Plan and Zoning regulations, including the WCRAO, and make recommendations for amendments based on emerging trends, best management practices, or other available data, and as directed by the Westgate CRA;
19. Transportation planning and traffic analysis; and,
20. Additional planning services as needed by the Westgate CRA.

- B. **Professional and Technical Services.** The Firm shall provide professional planning advice and technical services to accomplish the CRA's objectives as set forth in specific WORK ASSIGNMENTS. Upon the Board's acceptance of the scope of services, schedule, and budget, the CRA shall issue a Notice to Proceed.
- C. **Work Assignments.** For each WORK ASSIGNMENT, the Firm shall provide a written scope of services, together with a budget and schedule or timeline for completing the services associated with the WORK ASSIGNMENT. The scope of services shall indicate any designs, drawings, specifications, and reports to be delivered as part of the WORK ASSIGNMENT.
- (1) The Firm shall be responsible for the professional quality, technical accuracy, timely completion, compliance with regulations and rules, and, when necessary, coordination with appropriate agencies of the designs, drawings, specifications, reports and other services furnished by the Firm. Should the CRA determine that there are errors, omissions or other deficiencies in the Firm's designs, drawings, specifications, reports and other services within the for a project, the Firm shall, without additional compensation, correct or revise said errors or omissions.
- (2) Upon the request of the CRA's Executive Director, or designee, the Firm's Project Manager shall attend Board meetings for a project and/or planning or study activity for which the Firm has been assigned a WORK ASSIGNMENT.
6. **COMPENSATION.** The CRA agrees to pay the Firm for all services rendered pursuant to a WORK ASSIGNMENT based upon the Firm's hourly rates as shown in Exhibit A, which is attached hereto and incorporated herein. The Firm shall maintain these hourly rates for the term of this Agreement, and any renewal thereof. The CRA shall pay direct out-of-pocket expenses, such as application fees, photocopy charges, material production charges, long distance telephone and other similar charges, upon the presentation of receipts for these costs. Payment shall be monthly in accordance with invoices for actual charges incurred during the preceding month.
7. **WORK PRODUCT.** All drawings, materials, reports and other media developed by the Firm, pursuant to this Agreement, shall become sole and exclusive property of the CRA and the Firm shall deliver same to the CRA, in a timely manner, upon the written request of the CRA. The CRA will have the right to visit the site for inspection of the work and the products of the all documents including studies, presentation graphics, drawings and specifications prepared or furnished by the Firm and any subcontractors retained by the

Firm pursuant to this Agreement shall become the property of the CRA. The CRA may make and retain copies for information and reference in connection with the use and occupancy of the Project by the CRA and others; however, such documents are not intended or represented to be suitable for reuse by the CRA or others for on any other projects.

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A. **Worker's Compensation Insurance & Employers Liability.** The Firm shall maintain Worker's Compensation & Employers Liability Insurance to apply to all of the Firm's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws. The Firm shall provide this coverage on a primary basis.

B. **Professional Liability.** The Firm shall maintain Professional Liability or equivalent Errors & Omissions Liability as a limit of liability not less than \$1,000,000 per occurrence. The Firm shall insure that sub-consultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

C. **Certificate(s) of Insurance.** Prior to commencement of services, the Firm shall provide to the CRA Certificates of Insurance evidencing the insurance coverage specified in the foregoing paragraphs have been obtained and are in full force and effect. All policies shall be endorsed to provide the CRA with 30 days' notice of cancellation, non-renewal, and/or restriction. The Firm shall also make available to the CRA a certified copy of the professional liability insurance policy upon request. If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished 30 days prior to the date of their expiration.

9. **WARRANTY OF NO CONTINGENT FEE.** The Firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Firm to solicit or secure this Agreement and that the Firm has not paid or agreed to pay

any person, company, corporation, individual, of firm other than a bona fide employee working solely for the Firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the ward or making of this Agreement.

10. **SUBCONTRACTORS.** The CRA reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform under this Agreement. Should the scope of a CRA Work Assignment necessitate the use of subcontractors to complete a task or tasks, a 20% SBE subcontracting participation goal is established for this Agreement in accordance with Palm Beach County ordinances and County Office of Equal Business Opportunity (OSBAOEBO) and the State of Florida. The CRA may waive this goal if the Firm, as Prime Consultant, is certified as a SBE.
11. **PUBLIC RECORDS:** The Firm acknowledges and understands that all of its work it produces for the CRA is subject to the Chapter 119, Florida Statutes. As such, should the Firm elect not to produce any records which are not exempt, and are subject to disclosure, then Firm agrees to hold harmless and indemnify the CRA for any costs, including legal fees the CRA incurs due to its failure to produce the public records requested
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The signature of the Firm's representative on this Agreement acknowledges its agreement that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this Agreement.

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15. **TERMINATION/REMEDIES.** If the CRA fails to fulfill its obligations under this Agreement in a timely and proper manner, the Firm shall have the right to terminate this Agreement; however, prior to the Agreement's termination, the Firm shall provide written notice of any deficiency to the CRA. The CRA shall then have 10 calendar days from receipt of notice to correct the deficiency. If the CRA fails to correct the deficiency within 10 days, this Agreement shall be subject to termination.

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The CRA reserves the right to cancel and terminate this Agreement in the event a member of the Firm is convicted for any crime arising out of or in conjunction with any work being performed by the Firm for or on behalf of the CRA. It is understood and agreed that in the event of such termination, all plans, specifications, computer files, maps and data prepared or obtained under this Agreement will immediately be turned over to the CRA. The CRA reserves the right to terminate or cancel this Agreement in the event the Firm will be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. The CRA further reserves the right to suspend the qualifications of the Firm to do business with the CRA upon any such conviction.

16. **ATTORNEY FEES.** If either party initiates legal action to enforce this Agreement, the prevailing party shall be entitled to recover an attorney's fee, including fees through all appeals.

17. **STANDARDS OF COMPLIANCE.** The Firm shall comply with all applicable federal, state, and local laws and regulation relating to the performance of this Agreement. The CRA undertakes no duty to ensure such compliance, but will attempt to advise the Firm, upon request, as to any such laws of which it has present knowledge.

The Firm, by its execution of this Agreement, acknowledges and attests that, neither the employees of Firm nor any of its suppliers, subcontractors or affiliates who shall perform work which is intended to benefit the CRA, has been convicted of any public entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public entity crime, a period longer than 36 months has passed since any such person, entity or affiliate was placed on a convicted vendor list. The Firm further understands and acknowledges by its execution of this Agreement, that this Agreement shall be null and void, and/or that this Agreement is subject to immediate termination by the CRA, for any misstatement or lack of compliance with the mandates of said statute. The CRA, in the event of such termination, shall not incur any liability to the Firm for any work or materials furnished.

18. **RELATIONSHIP BETWEEN THE PARTIES.** The Firm is an independent contractor and is not an employee or agent of the CRA. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the CRA and the Firm, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

19. **ASSIGNMENT.** The Firm shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement without the prior written consent of the CRA. Any attempted assignment in violation of this provision shall be void.

20. **RECORDS RETENTION/OWNERSHIP/AUDIT.** The Firm understands that all documents produced by Firm pursuant to this Agreement may be public records and that it has the obligation to permit the inspection and copying of all public records and to maintain all public records pursuant to Chapter 119, Florida Statutes. The Firm shall indemnify and hold the CRA harmless from any demands, claims, actions or lawsuits of any kind regarding the Firm's failure to comply with Chapter 119, F.S. related to public records.

21. **CONFLICTS.** The CRA recognizes and acknowledges that the Firm is engaged in a business which provides consulting services to multiple clients including other governmental entities. Further, the CRA recognizes and acknowledges that the Firm may presently, or may in the future, represent clients who are or may be doing business in or

with the CRA. The CRA agrees that the Firm may perform services for clients who are or may have matters before the CRA Board, provided the Firm discloses any and all clients it represents who may have any matters which are now or may reasonably be expected to come before the CRA Board for its consideration and, provided further, that the CRA Board waives the actual or potential conflict of interest created by the Firm's representation.

22. **GOVERNING LAW/VENUE.** The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

23. **SEVERABILITY.** Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

24. **ENTIRE UNDERSTANDING.** This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement. The Firm recognizes that any representations, statements or negotiations made by CRA staff do not suffice to legally bind the CRA in a contractual relationship unless they have been reduced to writing and signed by an authorized CRA representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

25. **NOTICE.** All notices required in this Agreement if sent to the CRA shall be mailed to:

Elizée Michel, AICP
Executive Director
Westgate/Belvedere Homes Community Redevelopment Agency
1280 Old N. Congress Avenue, Suite 215
West Palm Beach, FL 33409
(561) 640-8181
emichel@pbcgov.org

And if sent to the Firm shall be mailed to:

Jonathan Haigh, PLA, ASLA
Project Manager
Kimley-Horn and Associates, Inc.
477 South Rosemary Avenue, Suite 215
West Palm Beach, FL 33401
(561) 810-0233
Jonathan.haigh@kimley-horn.com

26. **PUBLIC ENTITY CRIMES.** As provided in F.S. 27.132-133, by entering into this contract or performing any work in furtherance hereof, the Firm certifies that it, its affiliates, suppliers, subcontractors and 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 the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

WITNESSES:

CRA:

**Westgate/Belvedere Homes Community
Redevelopment Agency**

(Name Printed or Typed)

Signature

Signature

(Name Printed or Typed)

Ronald L. Daniels, CRA Board Chair
(Name Printed or Typed)

Signature

The foregoing instrument was acknowledged before me this ____ day of _____, _____
by _____ (name of person acknowledging).

Signature of Notary Public - State of Florida

Print, Type, or Stamp Commissioned Name
of Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

WITNESSES:

(Name Printed or Typed)

Signature

(Name Printed or Typed)

Signature

FIRM:

Kimley-Horn and Associates, Inc

Company

Signature

(Name Printed or Typed)

(Corporate Seal)

COUNTY OF _____

STATE OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____
by _____ (name of person acknowledging).

Signature of Notary Public - State of Florida

Print, Type, or Stamp Commissioned Name
of Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____

Thomas J. Baird, Esquire

CRA Legal Counsel

EXHIBIT A
HOURLY RATES

Kimley-Horn and Associates, Inc.
Fee Schedules for Professional Services

Consultant Fee Schedule: Kimley-Horn and Associates, Inc.

Vice President/Principal	\$330
Senior Professional / Project Manager	\$270
Professional (PE/ PLA)	\$220
Analyst II (Unlicensed Professional)	\$180
Analyst I (Unlicensed Professional)	\$150
Senior Technical Support (e.g. CAD/ GIS)	\$195
Technical Support Staff (e.g. CAD/GIS)	\$140
Administrative Staff	\$95

Reimbursable Rates (Consultant and Subconsultants)

Color Copies (8.5"x11" and 11"x17")	No Charge*
Black & White Copies (8.5"x11" and 11"x17")	No Charge*
Color Copies 24"x36"	\$6.00
Black and White Copies 24"x36"	\$1.50
Survey Field Crew (3-person)	\$197

* Incidental in-house 8.5"x11" and 11"x17" copies will not be charged. Large orders will be sent to an outside copy center and associated cost will be charged as a direct reimbursable cost to the CRA.

**Urban Compass, LLC
Currie Sowards Aguila Architects, Inc.
Brown & Phillips, Inc.
Subcontractor Fee Schedules**

Subconsultant Fee Schedule: Urban Compass, LLC

Principal Planner/ Project Manager	\$160
------------------------------------	-------

Subconsultant Fee Schedule: Currie Sowards Aguila Architects, Inc.

Principal	\$235
Project Manager	\$170
Project Architect	\$195
Intern Architect	\$110
CADD Technician	\$100
Administrative Staff	\$80

Subconsultant Fee Schedule: Brown & Phillips, Inc.

Professional Surveyor	\$166
Survey Technician	\$114
CAD Technician	\$114
Survey Field Crew (2-person)	\$164
Survey Field Crew (3-person)	\$197

Reimbursable Rates (Consultant and Subconsultants)

Color Copies (8.5"x11" and 11"x17")	No Charge*
Black & White Copies (8.5"x11" and 11"x17")	No Charge*
Color Copies 24"x36"	\$6.00
Black and White Copies 24"x36"	\$1.50
Survey Field Crew (3-person)	\$197

* Incidental in-house 8.5"x11" and 11"x17" copies will not be charged. Large orders will be sent to an outside copy center and associated cost will be charged as a direct reimbursable cost to the CRA.

EXHIBIT B
SAMPLE CONSULTANT WORK ASSIGNMENT

DATE: _____

WORK ASSIGNMENT #__ FOR PROFESSIONAL CONSULTING SERVICES

CRA PROJECT BUDGET CODE: _____

CRA PROJECT NAME: _____

This Work Assignment, when executed, shall be incorporated in and shall become an integral part of the Agreement.

Title: _____

I. PROJECT DESCRIPTION:

II. SCOPE OF SERVICES: The services shall be in accordance with the attached Proposal for Services, which is incorporated herein.

III. BUDGET: _____

IV. COMPLETION DATE: _____

This Work Assignment is approved and payment shall be made subject to the CRA's acceptance of the services associated with the Work Assignment. If the CRA in its sole discretion is unsatisfied with the services provided in the previous phase or service authorization, the CRA may terminate this Work Assignment without incurring any further liability. The CONSULTANT shall not commence the Work Assignment until the CRA issues a Notice to Proceed.

IN WITNESS WHEREOF, the parties hereto have executed this Work Assignment Agreement the day and year first above written.

WITNESSES:

CRA:

Westgate/Belvedere Homes
Community Redevelopment Agency

Signature

Signature

Printed Name:

Printed Name:

Signature

Printed Name:

The foregoing instrument was acknowledged before me this _____ day of _____, _____
by _____ (name of person acknowledging).

(Notary Seal)

Signature of Notary Public - State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

WITNESSES:

CONSULTANT:

(Name Printed or Typed)

Company Name

Signature

Signature

(Name Printed or Typed)

(Name Printed or Typed)

Signature

(Corporate Seal)

COUNTY OF _____

STATE OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____
by _____ (name of person acknowledging).

(Notary Seal)

Signature of Notary Public - State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

**AGREEMENT FOR PROFESSIONAL PLANNING, LANDSCAPE ARCHITECTURE,
AND PROPERTY DEVELOPMENT ASSISTANCE SERVICES**

This Agreement for Professional Planning and Property Development Services (Agreement) is made and entered into this ____ day of _____, 2025, between the **WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY**, a dependent special district of Palm Beach County, hereinafter referred to as the “CRA” and, **CHEN MOORE AND ASSOCIATES, INC.** hereinafter referred to as the “Firm”.

WITNESSETH:

WHEREAS, pursuant to a Request for Qualifications (RFQ) the CRA solicited proposals in accordance with its procurement policy for professional planning firms qualified to provide the CRA with planning, landscape architecture, and property development assistance services; and

WHEREAS, the responses to the RFQ were evaluated and ranked by a selection committee; and

WHEREAS, the Selection Committee recommended that the CRA Board of Commissioners (the Board) select the three top ranked firms; and

WHEREAS, the Firm was one of the top three ranked firms, and the Board selected it and instructed its staff to negotiate an agreement with it; and;

WHEREAS, this Agreement sets forth the rights and responsibilities between the Board and the Firm for planning, landscape architecture, and property development assistance services.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained the parties hereby agree as follows:

1. **SCOPE OF SERVICES.** The scope services to be provided throughout the term of this Agreement includes, but is not limited to site planning, urban design, research, studies, regulatory review and revision, the preparation of construction documents, and assistance to CRA staff regarding entitlements, bidding, permitting, and construction administration services for various projects intended to implement the CRA’s Community Redevelopment Plan. This Agreement is a continuing contract, and as such the Firm’s services will be made available without competitive selection pursuant to the provisions of the Consultants Competitive Negotiations Act (CCNA) Section 287.055 F.S. for individual construction projects which do not exceed \$7.5 million, or for individual planning or study activities that do not exceed \$500,000.

2. **DEFINITIONS.** The following definitions shall apply to this Agreement

County means the County of Palm Beach, Florida.

Phases mean a series of many separate individual task or projects, all related to general consulting services.

Scope of Work means planning studies or activities which do not exceed \$500,000, or individual construction projects which do not exceed \$7.5 million.

Work Assignment is a form to be used to authorize individual assignments for projects or services which do not exceed the thresholds established in the Scope of Work.

3. **TERM.** The term of this Agreement shall be three years from the date of execution by the CRA. The CRA Board may, at its option, renew this Agreement based upon the same terms as contained herein for an additional term of up to three years.

4. **DESIGNATION OF PROJECT MANAGER.** The Firm shall designate a “Project Manager” for any specific project assigned to the Firm during the term.

5. **GENERAL DUTIES OF THE FIRM**

A. **Duties.** The Firm shall provide professional planning, landscape architecture, and property development services for CRA development or redevelopment projects and planning studies which implement the CRA’s Community Redevelopment Plan. The property development services may include serving as the CRA’s representative for projects within the CRA, which have been initiated by the CRA, or for projects by developers in partnership with the CRA. The scope of general duties includes, but is not limited to:

1. Due diligence evaluations of properties including research of development entitlement history, land use, zoning, drainage, utilities, traffic and site plans;
2. Development of site plans, landscape plans, and studies (including preliminary civil engineering and cost estimates);
3. Pre-purchase development analysis and feasibility reviews;
4. Project coordination with consultants for applicable multidisciplinary issues;
5. Review of site plans prepared by others for consistency with the County’s Unified Land Development Code (ULDC), including the Westgate Community Redevelopment Area Overlay (WCRAO) requirements, standards and regulations;

6. Site visits and investigations; documentation;
7. Analysis of Comprehensive Plan and Zoning regulations which affect development, including need for text revisions;
8. Analysis of physical, environmental, and governmental factors (including accessibility) that may affect development;
9. Preparation and submittal of applications for development entitlements (through final approvals);
10. Representation of applications to reviewing agencies, committees, elected/appointed boards, and officials;
11. Preparation of regulatory permit applications required for property development;
12. Review and analysis of responses to RFQs for land development;
13. Environmental evaluation of real property including but not limited to a review of vegetation and wildlife together with associated permitting requirements;
14. Landscape architecture and irrigation design, including project specific design services;
15. Architectural design services, as may be needed, including schematics and renderings for development of CRA-owned properties, architectural review and analysis of private development projects, and recommendations for amendments to architectural standards and design guidelines within the ULDC and WCRAO;
16. Design services may be necessary when required by resolution, permit application, vesting requirements, or when requested by the Westgate CRA;
17. Specific purpose analyses, studies, and/or GIS mapping for strategic planning in infrastructure, transportation and mobility, housing, public safety, land use, as well as analyses of market demand and industry trends;
18. Review CRA's Community Redevelopment Plan, Palm Beach County's Comprehensive Plan and Zoning regulations, including the WCRAO, and make recommendations for amendments based on emerging trends, best management practices, or other available data, and as directed by the Westgate CRA;
19. Transportation planning and traffic analysis; and,
20. Additional planning services as needed by the Westgate CRA.

- B. **Professional and Technical Services.** The Firm shall provide professional planning advice and technical services to accomplish the CRA's objectives as set forth in specific WORK ASSIGNMENTS. Upon the Board's acceptance of the scope of services, schedule, and budget, the CRA shall issue a Notice to Proceed.
- C. **Work Assignments.** For each WORK ASSIGNMENT, the Firm shall provide a written scope of services, together with a budget and schedule or timeline for completing the services associated with the WORK ASSIGNMENT. The scope of services shall indicate any designs, drawings, specifications, and reports to be delivered as part of the WORK ASSIGNMENT.
- (1) The Firm shall be responsible for the professional quality, technical accuracy, timely completion, compliance with regulations and rules, and, when necessary, coordination with appropriate agencies of the designs, drawings, specifications, reports and other services furnished by the Firm. Should the CRA determine that there are errors, omissions or other deficiencies in the Firm's designs, drawings, specifications, reports and other services within the for a project, the Firm shall, without additional compensation, correct or revise said errors or omissions.
- (2) Upon the request of the CRA's Executive Director, or designee, the Firm's Project Manager shall attend Board meetings for a project and/or planning or study activity for which the Firm has been assigned a WORK ASSIGNMENT.
6. **COMPENSATION.** The CRA agrees to pay the Firm for all services rendered pursuant to a WORK ASSIGNMENT based upon the Firm's hourly rates as shown in Exhibit A, which is attached hereto and incorporated herein. The Firm shall maintain these hourly rates for the term of this Agreement, and any renewal thereof. The CRA shall pay direct out-of-pocket expenses, such as application fees, photocopy charges, material production charges, long distance telephone and other similar charges, upon the presentation of receipts for these costs. Payment shall be monthly in accordance with invoices for actual charges incurred during the preceding month.
7. **WORK PRODUCT.** All drawings, materials, reports and other media developed by the Firm, pursuant to this Agreement, shall become sole and exclusive property of the CRA and the Firm shall deliver same to the CRA, in a timely manner, upon the written request of the CRA. The CRA will have the right to visit the site for inspection of the work and the products of the all documents including studies, presentation graphics, drawings and specifications prepared or furnished by the Firm and any subcontractors retained by the

Firm pursuant to this Agreement shall become the property of the CRA. The CRA may make and retain copies for information and reference in connection with the use and occupancy of the Project by the CRA and others; however, such documents are not intended or represented to be suitable for reuse by the CRA or others for on any other projects.

8. **INSURANCE.** The Firm shall provide the CRA insurance certificates as proof of insurance at the beginning of each calendar year that the Agreement is in effect. The Firm shall notify the CRA at least 30 days prior to cancellation or modification of any insurance policy and certificate required under this Agreement. The failure to provide the CRA with proof of insurance, or the cancellation of any insurance policy during the term of Agreement shall be cause for the CRA's termination of the Agreement. The Firm shall maintain, at all times during the life of this Agreement, the following insurance coverages and limits (including endorsements):

A. **Worker's Compensation Insurance & Employers Liability.** The Firm shall maintain Worker's Compensation & Employers Liability Insurance to apply to all of the Firm's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws. The Firm shall provide this coverage on a primary basis.

B. **Professional Liability.** The Firm shall maintain Professional Liability or equivalent Errors & Omissions Liability as a limit of liability not less than \$1,000,000 per occurrence. The Firm shall insure that sub-consultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

C. **Certificate(s) of Insurance.** Prior to commencement of services, the Firm shall provide to the CRA Certificates of Insurance evidencing the insurance coverage specified in the foregoing paragraphs have been obtained and are in full force and effect. All policies shall be endorsed to provide the CRA with 30 days' notice of cancellation, non-renewal, and/or restriction. The Firm shall also make available to the CRA a certified copy of the professional liability insurance policy upon request. If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished 30 days prior to the date of their expiration.

9. **WARRANTY OF NO CONTINGENT FEE.** The Firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Firm to solicit or secure this Agreement and that the Firm has not paid or agreed to pay

any person, company, corporation, individual, of firm other than a bona fide employee working solely for the Firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the ward or making of this Agreement.

10. **SUBCONTRACTORS.** The CRA reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform under this Agreement. Should the scope of a CRA Work Assignment necessitate the use of subcontractors to complete a task or tasks, a 20% SBE subcontracting participation goal is established for this Agreement in accordance with Palm Beach County ordinances and County Office of Equal Business Opportunity (OSBAOEBO) and the State of Florida. The CRA may waive this goal if the Firm, as Prime Consultant, is certified as a SBE.
11. **PUBLIC RECORDS:** The Firm acknowledges and understands that all of its work it produces for the CRA is subject to the Chapter 119, Florida Statutes. As such, should the Firm elect not to produce any records which are not exempt, and are subject to disclosure, then Firm agrees to hold harmless and indemnify the CRA for any costs, including legal fees the CRA incurs due to its failure to produce the public records requested
12. **TRUTH IN NEGOTIATION.** Pursuant to Section 287.055(5)(a), Florida Statutes, the signature of this Agreement by the representative of the Firm serves as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting.
13. **EQUAL OPPORTUNITY/SMALL, MINORITY AND WOMEN-OWNED BUSINESS PARTICIPATION:** It is the policy of the CRA that small, local minority and women-owned businesses have an equal opportunity to participate in the CRA's procurement process. Each SBE or M/WBE firm utilized in this Agreement must be certified by the Palm Beach County Office of Equal Business Opportunity (OEBO) and the State of Florida to be counted toward the 20% annual participation goal identified in the CRA 's Continuing Services Contract RFQ and the specifications set forth in the Firm's response. The Firm shall file a report to the Westgate CRA at the end of each fiscal year that the Agreement is in effect outlining how the 20% participation goal was met through either Prime or Subcontracting Work Assignment activities.

The signature of the Firm's representative on this Agreement acknowledges its agreement that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this Agreement.

14. **NON-EXCLUSIVITY.** This Agreement shall not impose any obligation on the CRA to utilize the Firm, for all work of this type, which may develop during the term of the Agreement. No minimum amount of work is guaranteed to the Firm as a result of the execution of this Agreement. The CRA specifically reserves the right to contract with other planning, landscape architecture, or property development firms, or to use in-house staff for planning services if it determines that it is in the CRA's best interest to do so.

15. **TERMINATION/REMEDIES.** If the CRA fails to fulfill its obligations under this Agreement in a timely and proper manner, the Firm shall have the right to terminate this Agreement; however, prior to the Agreement's termination, the Firm shall provide written notice of any deficiency to the CRA. The CRA shall then have 10 calendar days from receipt of notice to correct the deficiency. If the CRA fails to correct the deficiency within 10 days, this Agreement shall be subject to termination.

The CRA may terminate the performance of work under this Agreement for convenience, whenever the CRA shall determine that such termination is in the best interest of the CRA. Any such termination shall be effected by delivery to the Firm of a written Notice of Termination.

In the event of termination, the CRA shall compensate the Firm for all authorized and accepted work performed through the termination date. The CRA shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Agreement. The CRA may withhold all payments to the Firm for such work until such time as the CRA determines the exact amount due to the Firm.

The CRA reserves the right to cancel and terminate this Agreement in the event a member of the Firm is convicted for any crime arising out of or in conjunction with any work being performed by the Firm for or on behalf of the CRA. It is understood and agreed that in the event of such termination, all plans, specifications, computer files, maps and data prepared or obtained under this Agreement will immediately be turned over to the CRA. The CRA reserves the right to terminate or cancel this Agreement in the event the Firm will be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. The CRA further reserves the right to suspend the qualifications of the Firm to do business with the CRA upon any such conviction.

16. **ATTORNEY FEES.** If either party initiates legal action to enforce this Agreement, the prevailing party shall be entitled to recover an attorney's fee, including fees through all appeals.

17. **STANDARDS OF COMPLIANCE.** The Firm shall comply with all applicable federal, state, and local laws and regulation relating to the performance of this Agreement. The CRA undertakes no duty to ensure such compliance, but will attempt to advise the Firm, upon request, as to any such laws of which it has present knowledge.

The Firm, by its execution of this Agreement, acknowledges and attests that, neither the employees of Firm nor any of its suppliers, subcontractors or affiliates who shall perform work which is intended to benefit the CRA, has been convicted of any public entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public entity crime, a period longer than 36 months has passed since any such person, entity or affiliate was placed on a convicted vendor list. The Firm further understands and acknowledges by its execution of this Agreement, that this Agreement shall be null and void, and/or that this Agreement is subject to immediate termination by the CRA, for any misstatement or lack of compliance with the mandates of said statute. The CRA, in the event of such termination, shall not incur any liability to the Firm for any work or materials furnished.

18. **RELATIONSHIP BETWEEN THE PARTIES.** The Firm is an independent contractor and is not an employee or agent of the CRA. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the CRA and the Firm, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

19. **ASSIGNMENT.** The Firm shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement without the prior written consent of the CRA. Any attempted assignment in violation of this provision shall be void.

20. **RECORDS RETENTION/OWNERSHIP/AUDIT.** The Firm understands that all documents produced by Firm pursuant to this Agreement may be public records and that it has the obligation to permit the inspection and copying of all public records and to maintain all public records pursuant to Chapter 119, Florida Statutes. The Firm shall indemnify and hold the CRA harmless from any demands, claims, actions or lawsuits of any kind regarding the Firm's failure to comply with Chapter 119, F.S. related to public records.

21. **CONFLICTS.** The CRA recognizes and acknowledges that the Firm is engaged in a business which provides consulting services to multiple clients including other governmental entities. Further, the CRA recognizes and acknowledges that the Firm may presently, or may in the future, represent clients who are or may be doing business in or

with the CRA. The CRA agrees that the Firm may perform services for clients who are or may have matters before the CRA Board, provided the Firm discloses any and all clients it represents who may have any matters which are now or may reasonably be expected to come before the CRA Board for its consideration and, provided further, that the CRA Board waives the actual or potential conflict of interest created by the Firm's representation.

22. **GOVERNING LAW/VENUE.** The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.
23. **SEVERABILITY.** Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
24. **ENTIRE UNDERSTANDING.** This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement. The Firm recognizes that any representations, statements or negotiations made by CRA staff do not suffice to legally bind the CRA in a contractual relationship unless they have been reduced to writing and signed by an authorized CRA representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
25. **NOTICE.** All notices required in this Agreement if sent to the CRA shall be mailed to:

Elizée Michel, AICP
Executive Director
Westgate/Belvedere Homes Community Redevelopment Agency
1280 Old N. Congress Avenue, Suite 215
West Palm Beach, FL 33409
(561) 640-8181
emichel@pbc.gov

And if sent to the Firm shall be mailed to:

Nilsa Zacarias, AICP
Director of Planning
Chen Moore and Associates, Inc.
500 Australian Avenue South
West Palm Beach, Florida 33401
(561) 758-2252
nzacarias@chenmoore.com

26. **PUBLIC ENTITY CRIMES.** As provided in F.S. 27.132-133, by entering into this contract or performing any work in furtherance hereof, the Firm certifies that it, its affiliates, suppliers, subcontractors and 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 the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

WITNESSES:

CRA:

**Westgate/Belvedere Homes Community
Redevelopment Agency**

(Name Printed or Typed)

Signature

Signature

(Name Printed or Typed)

Ronald L. Daniels, CRA Board Chair
(Name Printed or Typed)

Signature

The foregoing instrument was acknowledged before me this _____ day of _____, _____
by _____ (name of person acknowledging).

Signature of Notary Public - State of Florida

Print, Type, or Stamp Commissioned Name
of Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

WITNESSES:

FIRM:

Chen Moore and Associates, Inc.

(Name Printed or Typed)

Company

Signature

Signature

(Name Printed or Typed)

(Name Printed or Typed)

Signature

(Corporate Seal)

COUNTY OF _____

STATE OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
by _____ (name of person acknowledging).

Signature of Notary Public - State of Florida

Print, Type, or Stamp Commissioned Name
of Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____

Thomas J. Baird, Esquire
CRA Legal Counsel

**EXHIBIT A
HOURLY RATES**

**Chen Moore and Associates, Inc.
Fee Schedule for Professional Services**



2025 Hourly Rate Schedule

<u>Labor Category</u>	<u>Hourly Rate</u>
President	\$550
Principal	\$400
Principal Engineer	\$300
Senior Engineer	\$210
Project Engineer	\$185
Associate Engineer	\$130
Engineer	\$120
Principal Landscape Architect	\$240
Senior Landscape Architect	\$165
Project Landscape Architect	\$125
Associate Landscape Architect	\$110
Senior Landscape Designer	\$110
Landscape Designer	\$95
Principal Planner	\$240
Senior Planner	\$140
Project Planner	\$110
Associate Planner	\$95
Senior Project Manager	\$260
Senior Environmental Scientist	\$160
Senior Designer	\$160
Designer	\$120
Senior Technician	\$110
Technician	\$100
Senior Construction Specialist	\$150
Construction Specialist	\$100
Administrative Staff	\$100
Intern	\$70

**EXHIBIT A
HOURLY RATES**

**Redevelopment Management Associates, LLC
Subcontractor Fee Schedule**

RMA HOURLY RATE SCHEDULE

PROFESSIONAL SERVICE HOURLY RATE

ECONOMIC DEVELOPMENT

Economic Development Assistant_____	\$95.00
Economic Development Coordinator_____	\$135.00
Economic Development Manager_____	\$175.00
Economic Development Marketing Analyst_____	\$165.00
Director - Economic Development_____	\$220.00

REAL ESTATE

Real Estate Research Assistant_____	\$95.00
Sales Associate_____	\$110.00
Sr. Broker_____	\$195.00
Director - Real Estate_____	\$220.00

BUSINESS ATTRACTION & MARKETING

Graphic Designer_____	\$105.00
Creative Director_____	\$175.00
Photographer/Videographer_____	\$175.00
Marketing Assistant_____	\$115.00
Marketing Coordinator_____	\$135.00
Marketing Manager_____	\$165.00
Sr. Marketing Manager_____	\$175.00
Tourism Specialist_____	\$185.00
Director - Business Attraction & Marketing_____	\$220.00

PROJECT MANAGEMENT

Project Coordinator_____	\$120.00
Project Manager I_____	\$150.00
Project Manager II_____	\$170.00
Sr. Project Manager_____	\$195.00

GOVERNMENT MANAGEMENT & ADMIN

Administrative Assistant_____	\$90.00
CRA Clerk_____	\$90.00
Sr. Admin Assistant_____	\$115.00
Sr. Redevelopment Associate_____	\$205.00
Managing Director_____	\$220.00
Principal_____	\$325.00

**EXHIBIT A
HOURLY RATES**

**Redevelopment Management Associates, LLC
Subcontractor Fee Schedule (continued)**

PROFESSIONAL SERVICE	HOURLY RATE
URBAN DESIGN & PLANNING	
GIS/CAD Operator_____	\$125.00
Landscape Architect I_____	\$135.00
Landscape Architect II_____	\$150.00
Landscape Architect III_____	\$160.00
Sr. Landscape Architect_____	\$195.00
Planning Assistant_____	\$110.00
Planner I_____	\$125.00
Planner II_____	\$135.00
Sr. Planner_____	\$160.00
Urban Design Assistant_____	\$115.00
Urban Designer I_____	\$125.00
Urban Designer II_____	\$135.00
Sr. Urban Designer_____	\$160.00
Director-Urban Design & Planning_____	\$220.00
CONSTRUCTION	
Construction Inspector_____	\$105.00
Construction Manager_____	\$155.00
Construction Director_____	\$220.00
ENGINEERING	
Engineer_____	\$105.00
Engineer I_____	\$135.00
Engineer II_____	\$160.00
Sr. Engineer_____	\$205.00
RMA INTERNAL	
Bookkeeper_____	\$100.00
Business Development Coordinator_____	\$100.00
Budget & Operations Analyst_____	\$125.00
Finance_____	\$170.00
Controller_____	\$180.00
Director of Administration_____	\$195.00
Director of Operations_____	\$220.00

EXHIBIT B
SAMPLE CONSULTANT WORK ASSIGNMENT

DATE: _____

WORK ASSIGNMENT #__ FOR PROFESSIONAL CONSULTING SERVICES

CRA PROJECT BUDGET CODE: _____

CRA PROJECT NAME: _____

This Work Assignment, when executed, shall be incorporated in and shall become an integral part of the Agreement.

Title: _____

I. PROJECT DESCRIPTION:

II. SCOPE OF SERVICES: The services shall be in accordance with the attached Proposal for Services, which is incorporated herein.

III. BUDGET: _____

IV. COMPLETION DATE: _____

This Work Assignment is approved and payment shall be made subject to the CRA's acceptance of the services associated with the Work Assignment. If the CRA in its sole discretion is unsatisfied with the services provided in the previous phase or service authorization, the CRA may terminate this Work Assignment without incurring any further liability. The CONSULTANT shall not commence the Work Assignment until the CRA issues a Notice to Proceed.

IN WITNESS WHEREOF, the parties hereto have executed this Work Assignment Agreement the day and year first above written.

WITNESSES:

CRA:

Westgate/Belvedere Homes
Community Redevelopment Agency

Signature

Signature

Printed Name:

Printed Name:

Signature

Printed Name:

The foregoing instrument was acknowledged before me this _____ day of _____, _____
by _____ (name of person acknowledging).

(Notary Seal)

Signature of Notary Public - State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

WITNESSES:

CONSULTANT:

(Name Printed or Typed)

Company Name

Signature

Signature

(Name Printed or Typed)

(Name Printed or Typed)

Signature

(Corporate Seal)

COUNTY OF _____

STATE OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____
by _____ (name of person acknowledging).

(Notary Seal)

Signature of Notary Public - State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

**AGREEMENT FOR PROFESSIONAL PLANNING, LANDSCAPE ARCHITECTURE,
AND PROPERTY DEVELOPMENT ASSISTANCE SERVICES**

This Agreement for Professional Planning and Property Development Services (Agreement) is made and entered into this ____ day of _____, 2025, between the **WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY**, a dependent special district of Palm Beach County, hereinafter referred to as the “CRA” and, **SCHMIDT NICHOLS** hereinafter referred to as the “Firm”.

WITNESSETH:

WHEREAS, pursuant to a Request for Qualifications (RFQ) the CRA solicited proposals in accordance with its procurement policy for professional planning firms qualified to provide the CRA with planning, landscape architecture, and property development assistance services; and

WHEREAS, the responses to the RFQ were evaluated and ranked by a selection committee; and

WHEREAS, the Selection Committee recommended that the CRA Board of Commissioners (the Board) select the three top ranked firms; and

WHEREAS, the Firm was one of the top three ranked firms, and the Board selected it and instructed its staff to negotiate an agreement with it; and;

WHEREAS, this Agreement sets forth the rights and responsibilities between the Board and the Firm for planning, landscape architecture, and property development assistance services.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained the parties hereby agree as follows:

1. **SCOPE OF SERVICES.** The scope services to be provided throughout the term of this Agreement includes, but is not limited to site planning, urban design, research, studies, regulatory review and revision, the preparation of construction documents, and assistance to CRA staff regarding entitlements, bidding, permitting, and construction administration services for various projects intended to implement the CRA’s Community Redevelopment Plan. This Agreement is a continuing contract, and as such the Firm’s services will be made available without competitive selection pursuant to the provisions of the Consultants Competitive Negotiations Act (CCNA) Section 287.055 F.S. for individual construction projects which do not exceed \$7.5 million, or for individual planning or study activities that do not exceed \$500,000.

2. **DEFINITIONS.** The following definitions shall apply to this Agreement

County means the County of Palm Beach, Florida.

Phases mean a series of many separate individual task or projects, all related to general consulting services.

Scope of Work means planning studies or activities which do not exceed \$500,000, or individual construction projects which do not exceed \$7.5 million.

Work Assignment is a form to be used to authorize individual assignments for projects or services which do not exceed the thresholds established in the Scope of Work.

3. **TERM.** The term of this Agreement shall be three years from the date of execution by the CRA. The CRA Board may, at its option, renew this Agreement based upon the same terms as contained herein for an additional term of up to three years.

4. **DESIGNATION OF PROJECT MANAGER.** The Firm shall designate a “Project Manager” for any specific project assigned to the Firm during the term.

5. **GENERAL DUTIES OF THE FIRM**

A. **Duties.** The Firm shall provide professional planning, landscape architecture, and property development services for CRA development or redevelopment projects and planning studies which implement the CRA’s Community Redevelopment Plan. The property development services may include serving as the CRA’s representative for projects within the CRA, which have been initiated by the CRA, or for projects by developers in partnership with the CRA. The scope of general duties includes, but is not limited to:

1. Due diligence evaluations of properties including research of development entitlement history, land use, zoning, drainage, utilities, traffic and site plans;
2. Development of site plans, landscape plans, and studies (including preliminary civil engineering and cost estimates);
3. Pre-purchase development analysis and feasibility reviews;
4. Project coordination with consultants for applicable multidisciplinary issues;
5. Review of site plans prepared by others for consistency with the County’s Unified Land Development Code (ULDC), including the Westgate Community Redevelopment Area Overlay (WCRAO) requirements, standards and regulations;

6. Site visits and investigations; documentation;
7. Analysis of Comprehensive Plan and Zoning regulations which affect development, including need for text revisions;
8. Analysis of physical, environmental, and governmental factors (including accessibility) that may affect development;
9. Preparation and submittal of applications for development entitlements (through final approvals);
10. Representation of applications to reviewing agencies, committees, elected/appointed boards, and officials;
11. Preparation of regulatory permit applications required for property development;
12. Review and analysis of responses to RFQs for land development;
13. Environmental evaluation of real property including but not limited to a review of vegetation and wildlife together with associated permitting requirements;
14. Landscape architecture and irrigation design, including project specific design services;
15. Architectural design services, as may be needed, including schematics and renderings for development of CRA-owned properties, architectural review and analysis of private development projects, and recommendations for amendments to architectural standards and design guidelines within the ULDC and WCRAO;
16. Design services may be necessary when required by resolution, permit application, vesting requirements, or when requested by the Westgate CRA;
17. Specific purpose analyses, studies, and/or GIS mapping for strategic planning in infrastructure, transportation and mobility, housing, public safety, land use, as well as analyses of market demand and industry trends;
18. Review CRA's Community Redevelopment Plan, Palm Beach County's Comprehensive Plan and Zoning regulations, including the WCRAO, and make recommendations for amendments based on emerging trends, best management practices, or other available data, and as directed by the Westgate CRA;
19. Transportation planning and traffic analysis; and,
20. Additional planning services as needed by the Westgate CRA.

- B. **Professional and Technical Services.** The Firm shall provide professional planning advice and technical services to accomplish the CRA's objectives as set forth in specific WORK ASSIGNMENTS. Upon the Board's acceptance of the scope of services, schedule, and budget, the CRA shall issue a Notice to Proceed.
- C. **Work Assignments.** For each WORK ASSIGNMENT, the Firm shall provide a written scope of services, together with a budget and schedule or timeline for completing the services associated with the WORK ASSIGNMENT. The scope of services shall indicate any designs, drawings, specifications, and reports to be delivered as part of the WORK ASSIGNMENT.
- (1) The Firm shall be responsible for the professional quality, technical accuracy, timely completion, compliance with regulations and rules, and, when necessary, coordination with appropriate agencies of the designs, drawings, specifications, reports and other services furnished by the Firm. Should the CRA determine that there are errors, omissions or other deficiencies in the Firm's designs, drawings, specifications, reports and other services within the for a project, the Firm shall, without additional compensation, correct or revise said errors or omissions.
- (2) Upon the request of the CRA's Executive Director, or designee, the Firm's Project Manager shall attend Board meetings for a project and/or planning or study activity for which the Firm has been assigned a WORK ASSIGNMENT.
6. **COMPENSATION.** The CRA agrees to pay the Firm for all services rendered pursuant to a WORK ASSIGNMENT based upon the Firm's hourly rates as shown in Exhibit A, which is attached hereto and incorporated herein. The Firm shall maintain these hourly rates for the term of this Agreement, and any renewal thereof. The CRA shall pay direct out-of-pocket expenses, such as application fees, photocopy charges, material production charges, long distance telephone and other similar charges, upon the presentation of receipts for these costs. Payment shall be monthly in accordance with invoices for actual charges incurred during the preceding month.
7. **WORK PRODUCT.** All drawings, materials, reports and other media developed by the Firm, pursuant to this Agreement, shall become sole and exclusive property of the CRA and the Firm shall deliver same to the CRA, in a timely manner, upon the written request of the CRA. The CRA will have the right to visit the site for inspection of the work and the products of the all documents including studies, presentation graphics, drawings and specifications prepared or furnished by the Firm and any subcontractors retained by the

Firm pursuant to this Agreement shall become the property of the CRA. The CRA may make and retain copies for information and reference in connection with the use and occupancy of the Project by the CRA and others; however, such documents are not intended or represented to be suitable for reuse by the CRA or others for on any other projects.

8. **INSURANCE.** The Firm shall provide the CRA insurance certificates as proof of insurance at the beginning of each calendar year that the Agreement is in effect. The Firm shall notify the CRA at least 30 days prior to cancellation or modification of any insurance policy and certificate required under this Agreement. The failure to provide the CRA with proof of insurance, or the cancellation of any insurance policy during the term of Agreement shall be cause for the CRA's termination of the Agreement. The Firm shall maintain, at all times during the life of this Agreement, the following insurance coverages and limits (including endorsements):

A. **Worker's Compensation Insurance & Employers Liability.** The Firm shall maintain Worker's Compensation & Employers Liability Insurance to apply to all of the Firm's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws. The Firm shall provide this coverage on a primary basis.

B. **Professional Liability.** The Firm shall maintain Professional Liability or equivalent Errors & Omissions Liability as a limit of liability not less than \$1,000,000 per occurrence. The Firm shall insure that sub-consultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.

C. **Certificate(s) of Insurance.** Prior to commencement of services, the Firm shall provide to the CRA Certificates of Insurance evidencing the insurance coverage specified in the foregoing paragraphs have been obtained and are in full force and effect. All policies shall be endorsed to provide the CRA with 30 days' notice of cancellation, non-renewal, and/or restriction. The Firm shall also make available to the CRA a certified copy of the professional liability insurance policy upon request. If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished 30 days prior to the date of their expiration.

9. **WARRANTY OF NO CONTINGENT FEE.** The Firm warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Firm to solicit or secure this Agreement and that the Firm has not paid or agreed to pay

any person, company, corporation, individual, of firm other than a bona fide employee working solely for the Firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the ward or making of this Agreement.

10. **SUBCONTRACTORS.** The CRA reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform under this Agreement. Should the scope of a CRA Work Assignment necessitate the use of subcontractors to complete a task or tasks, a 20% SBE subcontracting participation goal is established for this Agreement in accordance with Palm Beach County ordinances and County Office of Equal Business Opportunity (OSBAOEBO) and the State of Florida. The CRA may waive this goal if the Firm, as Prime Consultant, is certified as a SBE.
11. **PUBLIC RECORDS:** The Firm acknowledges and understands that all of its work it produces for the CRA is subject to the Chapter 119, Florida Statutes. As such, should the Firm elect not to produce any records which are not exempt, and are subject to disclosure, then Firm agrees to hold harmless and indemnify the CRA for any costs, including legal fees the CRA incurs due to its failure to produce the public records requested
12. **TRUTH IN NEGOTIATION.** Pursuant to Section 287.055(5)(a), Florida Statutes, the signature of this Agreement by the representative of the Firm serves as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting.
13. **EQUAL OPPORTUNITY/SMALL, MINORITY AND WOMEN-OWNED BUSINESS PARTICIPATION:** It is the policy of the CRA that small, local minority and women-owned businesses have an equal opportunity to participate in the CRA's procurement process. Each SBE or M/WBE firm utilized in this Agreement must be certified by the Palm Beach County Office of Equal Business Opportunity (OEBO) and the State of Florida to be counted toward the 20% annual participation goal identified in the CRA 's Continuing Services Contract RFQ and the specifications set forth in the Firm's response. The Firm shall file a report to the Westgate CRA at the end of each fiscal year that the Agreement is in effect outlining how the 20% participation goal was met through either Prime or Subcontracting Work Assignment activities.

The signature of the Firm's representative on this Agreement acknowledges its agreement that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this Agreement.

14. **NON-EXCLUSIVITY.** This Agreement shall not impose any obligation on the CRA to utilize the Firm, for all work of this type, which may develop during the term of the Agreement. No minimum amount of work is guaranteed to the Firm as a result of the execution of this Agreement. The CRA specifically reserves the right to contract with other planning, landscape architecture, or property development firms, or to use in-house staff for planning services if it determines that it is in the CRA's best interest to do so.

15. **TERMINATION/REMEDIES.** If the CRA fails to fulfill its obligations under this Agreement in a timely and proper manner, the Firm shall have the right to terminate this Agreement; however, prior to the Agreement's termination, the Firm shall provide written notice of any deficiency to the CRA. The CRA shall then have 10 calendar days from receipt of notice to correct the deficiency. If the CRA fails to correct the deficiency within 10 days, this Agreement shall be subject to termination.

The CRA may terminate the performance of work under this Agreement for convenience, whenever the CRA shall determine that such termination is in the best interest of the CRA. Any such termination shall be effected by delivery to the Firm of a written Notice of Termination.

In the event of termination, the CRA shall compensate the Firm for all authorized and accepted work performed through the termination date. The CRA shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Agreement. The CRA may withhold all payments to the Firm for such work until such time as the CRA determines the exact amount due to the Firm.

The CRA reserves the right to cancel and terminate this Agreement in the event a member of the Firm is convicted for any crime arising out of or in conjunction with any work being performed by the Firm for or on behalf of the CRA. It is understood and agreed that in the event of such termination, all plans, specifications, computer files, maps and data prepared or obtained under this Agreement will immediately be turned over to the CRA. The CRA reserves the right to terminate or cancel this Agreement in the event the Firm will be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. The CRA further reserves the right to suspend the qualifications of the Firm to do business with the CRA upon any such conviction.

16. **ATTORNEY FEES.** If either party initiates legal action to enforce this Agreement, the prevailing party shall be entitled to recover an attorney's fee, including fees through all appeals.

17. **STANDARDS OF COMPLIANCE.** The Firm shall comply with all applicable federal, state, and local laws and regulation relating to the performance of this Agreement. The CRA undertakes no duty to ensure such compliance, but will attempt to advise the Firm, upon request, as to any such laws of which it has present knowledge.

The Firm, by its execution of this Agreement, acknowledges and attests that, neither the employees of Firm nor any of its suppliers, subcontractors or affiliates who shall perform work which is intended to benefit the CRA, has been convicted of any public entity crime pursuant to Section 287.133, Florida Statutes, or, if any such person, entity or affiliate was convicted of a public entity crime, a period longer than 36 months has passed since any such person, entity or affiliate was placed on a convicted vendor list. The Firm further understands and acknowledges by its execution of this Agreement, that this Agreement shall be null and void, and/or that this Agreement is subject to immediate termination by the CRA, for any misstatement or lack of compliance with the mandates of said statute. The CRA, in the event of such termination, shall not incur any liability to the Firm for any work or materials furnished.

18. **RELATIONSHIP BETWEEN THE PARTIES.** The Firm is an independent contractor and is not an employee or agent of the CRA. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the CRA and the Firm, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

19. **ASSIGNMENT.** The Firm shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Agreement without the prior written consent of the CRA. Any attempted assignment in violation of this provision shall be void.

20. **RECORDS RETENTION/OWNERSHIP/AUDIT.** The Firm understands that all documents produced by Firm pursuant to this Agreement may be public records and that it has the obligation to permit the inspection and copying of all public records and to maintain all public records pursuant to Chapter 119, Florida Statutes. The Firm shall indemnify and hold the CRA harmless from any demands, claims, actions or lawsuits of any kind regarding the Firm's failure to comply with Chapter 119, F.S. related to public records.

21. **CONFLICTS.** The CRA recognizes and acknowledges that the Firm is engaged in a business which provides consulting services to multiple clients including other governmental entities. Further, the CRA recognizes and acknowledges that the Firm may presently, or may in the future, represent clients who are or may be doing business in or

with the CRA. The CRA agrees that the Firm may perform services for clients who are or may have matters before the CRA Board, provided the Firm discloses any and all clients it represents who may have any matters which are now or may reasonably be expected to come before the CRA Board for its consideration and, provided further, that the CRA Board waives the actual or potential conflict of interest created by the Firm's representation.

22. **GOVERNING LAW/VENUE.** The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

23. **SEVERABILITY.** Should any term or provision of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

24. **ENTIRE UNDERSTANDING.** This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement. The Firm recognizes that any representations, statements or negotiations made by CRA staff do not suffice to legally bind the CRA in a contractual relationship unless they have been reduced to writing and signed by an authorized CRA representative. This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

25. **NOTICE.** All notices required in this Agreement if sent to the CRA shall be mailed to:

Elizée Michel, AICP
Executive Director
Westgate/Belvedere Homes Community Redevelopment Agency
1280 Old N. Congress Avenue, Suite 215
West Palm Beach, FL 33409
(561) 640-8181
emichel@pbc.gov

And if sent to the Firm shall be mailed to:

Jon E. Schmidt, ASLA, LEED AP
President/Principal
1551 N. Flagler Drive, Suite 102
West Palm Beach, Florida 33401
(561) 684-6141
jschmidt@snlandplan.com

26. **PUBLIC ENTITY CRIMES.** As provided in F.S. 27.132-133, by entering into this contract or performing any work in furtherance hereof, the Firm certifies that it, its affiliates, suppliers, subcontractors and 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 the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

WITNESSES:

CRA:

**Westgate/Belvedere Homes Community
Redevelopment Agency**

(Name Printed or Typed)

Signature

Signature

(Name Printed or Typed)

Ronald L. Daniels, CRA Board Chair
(Name Printed or Typed)

Signature

The foregoing instrument was acknowledged before me this _____ day of _____, _____
by _____ (name of person acknowledging).

Signature of Notary Public - State of Florida

Print, Type, or Stamp Commissioned Name
of Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

WITNESSES:

FIRM:

Schmidt Nichols

(Name Printed or Typed)

Company

Signature

Signature

(Name Printed or Typed)

(Name Printed or Typed)

Signature

(Corporate Seal)

COUNTY OF _____

STATE OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
by _____ (name of person acknowledging).

Signature of Notary Public - State of Florida

Print, Type, or Stamp Commissioned Name
of Notary Public

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____

Thomas J. Baird, Esquire

CRA Legal Counsel

**EXHIBIT A
HOURLY RATES**

**Schmidt Nichols
Fee Schedule for Professional Services**

- **Insert schedule**

EXHIBIT B
SAMPLE CONSULTANT WORK ASSIGNMENT

DATE: _____

WORK ASSIGNMENT #__ FOR PROFESSIONAL CONSULTING SERVICES

CRA PROJECT BUDGET CODE: _____

CRA PROJECT NAME: _____

This Work Assignment, when executed, shall be incorporated in and shall become an integral part of the Agreement.

Title: _____

I. PROJECT DESCRIPTION:

II. SCOPE OF SERVICES: The services shall be in accordance with the attached Proposal for Services, which is incorporated herein.

III. BUDGET: _____

IV. COMPLETION DATE: _____

This Work Assignment is approved and payment shall be made subject to the CRA's acceptance of the services associated with the Work Assignment. If the CRA in its sole discretion is unsatisfied with the services provided in the previous phase or service authorization, the CRA may terminate this Work Assignment without incurring any further liability. The CONSULTANT shall not commence the Work Assignment until the CRA issues a Notice to Proceed.

IN WITNESS WHEREOF, the parties hereto have executed this Work Assignment Agreement the day and year first above written.

WITNESSES:

CRA:

Westgate/Belvedere Homes
Community Redevelopment Agency

Signature

Signature

Printed Name:

Printed Name:

Signature

Printed Name:

The foregoing instrument was acknowledged before me this _____ day of _____, _____
by _____ (name of person acknowledging).

(Notary Seal)

Signature of Notary Public - State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

WITNESSES:

CONSULTANT:

(Name Printed or Typed)

Company Name

Signature

Signature

(Name Printed or Typed)

(Name Printed or Typed)

Signature

(Corporate Seal)

COUNTY OF _____

STATE OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____
by _____ (name of person acknowledging).

(Notary Seal)

Signature of Notary Public - State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

**WORK ASSIGNMENT
FOR CONSULTING SERVICES
Kimley-Horn and Associates, Inc.**

DATE: March 11, 2025

WORK ASSIGNMENT #1 FOR PROFESSIONAL CONSULTING SERVICES

CRA PROJECT BUDGET CODE: Technical Assistance

CRA PROJECT NAME: Comp Plan FLUE Text Amendment – Traffic Study

This Work Assignment, when executed, shall be incorporated in and shall become an integral part of the Agreement.

Title: Technical Assistance for Planning Services

- I. **PROJECT DESCRIPTION:** The CRA is pursuing a Comprehensive Plan text amendment to the FLUE to increase the number of density bonus units available in the Pool through the Westgate Community Redevelopment Area Overlay Density Bonus Program. As part of the adoption process for this revision, a traffic study is required to be performed following a methodology defined by the Palm Beach County Traffic Division.
- II. **SCOPE OF SERVICES:** The services shall be in accordance with the attached Proposal for Services, which is incorporated herein.
- III. **BUDGET:**
Task 1: \$28,800
Task 2: \$12,500
Task 3: Hourly, not to exceed \$7,000 without further CRA authorization
- IV. **COMPLETION DATE:**
Task 1: March 24, 2025
Task 2: April 14, 2025
Task 3: TBD

This Work Assignment is approved and payment shall be made subject to the CRA's acceptance of the services associated with the Work Assignment. If the CRA in its sole discretion is unsatisfied with the services provided in the previous phase or service authorization, the CRA may terminate this Work Assignment without incurring any further liability. The CONSULTANT shall not commence the Work Assignment until the CRA issues a Notice to Proceed.

IN WITNESS WHEREOF, the parties hereto have executed this Work Assignment Agreement the day and year first above written.

WITNESSES:

CRA:
Westgate/Belvedere Homes
Community Redevelopment Agency

Signature

Signature

Printed Name: _____
Printed Name: _____

Signature _____

Printed Name: _____

The foregoing instrument was acknowledged before me this ____ day of _____, _____ by _____ (name of person acknowledging).

(Notary Seal)

Signature of Notary Public - State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

WITNESSES:

CONSULTANT:

(Name Printed or Typed)

Company Name

Signature

Signature

(Name Printed or Typed)

(Name Printed or Typed)

Signature

(Corporate Seal)

COUNTY OF _____

STATE OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, _____ by _____ (name of person acknowledging).

(Notary Seal)

Signature of Notary Public - State of Florida

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

WORK ASSIGNMENT #1 – PROPOSAL FOR SERVICES

BY
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
WESTGATE COMMUNITY REDEVELOPMENT AGENCY

SCOPE OF SERVICES

Task 1 –Traffic Impact Analysis

The Consultant will prepare a traffic study to accompany the CRA's proposed text amendment to the County's Comprehensive Plan to add additional entitlements within the CRA boundary. Following are the specific services that will be performed under this Task:

- Calculate trip generation for the proposed additional density plus current existing unbuilt entitlements within the CRA boundary using the following sources:
 - Trip Generation rates published by the Palm Beach County Traffic Division or published in the *Trip Generation Manual, Eleventh Edition* published by the Institute of Transportation Engineers (ITE)
- Allocate trips within the CRA boundary based upon anticipated concentrations/locations of future development within the CRA Boundary. Additional development allocations may be assigned by Traffic Analysis Zone (TAZ) within the overall CRA Boundary
- Determine overall traffic distribution of additional entitlements, based upon anticipated allocation/concentration of future development within the CRA.
- Conduct AM peak period (7 – 9 AM) and PM peak period (4 – 6 PM) turning movement volume counts at up to eight (8) major intersections
- Determine long-range future traffic volume projections from the following sources:
 - Palm Beach County Transportation Planning Agency (TPA)-published roadway volume tables
 - Historic growth rate data and committed development traffic volume data published by the Palm Beach County Traffic Division
- Review adopted 5-year work programs and long-range cost-feasible improvement programs to identify planned and/or programmed transportation system improvements
- Conduct long-range transportation system Level of Service (LOS) analyses following Test 1 standards published in Article 12 of the Palm Beach County Unified Land Development Code, identifying significantly impacted transportation facilities and determining future level of service on those facilities
- Based upon findings of long-range analysis, conduct short-range ("interim phase" analysis of a portion of overall development, if necessary, in order to phase possible transportation system improvements/mitigation measures
- Research and evaluate other mobility and capacity options, including, but not limited to, Palm Tran, Tri-Rail, Brightline and pedestrian and bicycle facilities to identify available capacity on alternate modes of transportation on the surrounding roadway network
- Identify strategies and mitigation options to allow LOS standards to be met, including transportation system capacity improvements or multi-modal improvements

Other than the turning movement counts specified above, it is assumed that all other data required for analysis is available from Palm Beach County and/or the Florida Department of Transportation (FDOT). Should additional data collection be required, this will be performed under separate authorization for additional fee.

The findings of this Task will be summarized in a report for submittal to Palm Beach County. The report will include relevant data, figures, and tables utilized in the analysis. Up to five (5) hard copies of the report and one (1) electronic copy (PDF format) will be provided for Client use and for submittal to the County.

Task 2 – Responses to Comments / Study Revisions

During the review process, Kimley-Horn staff will prepare responses to comments, revisions to the analyses performed in Task 1 in response to up to two (2) rounds of comments provided by the Palm Beach County Traffic Division. This Task assumes no additional data will be collected. If additional rounds of comments are issued or additional revisions to the study are required, this will be performed under separate authorization for additional fee.

Task 3 – Meetings and Public Hearings

This Task includes preparation for and attendance at project-related meetings, including, but not limited to project team coordination meetings, meetings with CRA staff, planning & zoning public hearing(s) and/or County Commission hearing(s).



March 4, 2025

Westgate CRA, Palm Beach County
1280 N. Congress Avenue, Suite 215
West Palm Beach, FL 33409

Attention: Elizee Michel, Executive Director

Re: Valuation of Credits for Compensating Flood Plain Storage

Ladies and Gentlemen,

Over the past several decades, the Westgate CRA has successfully implemented drainage projects within the CRA boundary for the purpose of storm drainage improvements and for providing compensating flood plain storage.

Because the Westgate CRA boundaries are within the SFWMD C-51 Basin, any new development within the CRA must provide documentation that it meets the C-51 compensating storage criteria.

In many cases, due to existing elevations within the CRA region, the existing properties lie within an AE Flood Zone, triggering the requirement to lower elevations somewhere else to compensate for filling within the AE Flood Zone.

This has historically been a significant impediment to redevelopment within the Westgate CRA.

Even though many of the CRA's drainage projects qualified for compensating storage credit, the SFWMD stripped any of the credits when they periodically flew new topographic surveys within the basin and "reset" the elevation baselines.

The CRA retained the services of Higgins Engineering several years ago to attempt to restore as many of these credits as possible, and Higgins was able to successfully create a storage credit bank of about 33 acre-feet of storage for the projects that the CRA had implemented.

Recently, the CRA has elected to transfer some of their Compensating Storage Credits to private developers within the CRA in order to assist in the redevelopment of properties that otherwise would not have been able to receive permits. This decision has resulted in the successful completion of a number of projects along Congress Avenue, notably Brandon Estates and Autumn Ridge.

In 2024, the CRA retained Reikenis & Associates, LLC (Engineer) to analyse the value of the compensating floodplain storage credits so that the CRA can better document the assistance that it is providing to encourage development within the CRA District.

Engineer's scope was as follows:

- Perform an evaluation of the current real estate market and value of land. Note that the creation of storage credits requires the purchase of land so that it can be scraped down to compensate for nearby developments.
- Provide an engineer's opinion of cost for the engineering design, permitting, and earthwork construction required to create the storage bank.
- Calculate an overall value per acre/foot for the storage credits in the CRA's credit bank.

Real Estate Value

There were 69 real estate sales recorded within the Westgate CRA District in the last 24 months. Each one was evaluated based on zoning (residential, commercial, other), occupancy (vacant or built structure), land area, and price.

The consistent price paid per acre in the last 24 months was approximately \$1,370,000 per acre, regardless of zoning, use, or size. Surprisingly, the price paid for land on an acre basis was not impacted by zoning or occupancy. Vacant residential land was selling for the same price as land with existing buildings.

Appendix A shows all real estate transactions used in our evaluation.

Compensating Storage Design Criteria

The creation of storage credits involves the excavation of existing land between the existing grade of the property or the 100-year base flood elevation (whichever is lower) and the existing water table elevation on the site. Note that excavating below the water table to create a wet lake does not create more storage.

The FEMA AE Base Flood Elevation in Westgate is 13.5 NGVD (11.9 NAVD), and the existing water table in the area is at about 8.5 NGVD. Meaning that any excavation between 13.5 and 8.5 will result in storage credit.

Existing ground elevation in the area is around 15 NGVD, meaning that 1.5 feet of earth needs to be removed before any credits can begin to be realized.

So to maximize storage credit, there would need to be about 6 feet of excavation from existing grade to current water table.

So while the 7.1 acre Dennis P Koehler Park on Chickamauga Avenue contains a very nice lake and is a wonderful neighborhood amenity, only the volume between the water level and the Base Flood Elevation of 13.5 NGVD can be claimed.

On this property, there has been identified and banked 31.1 acre feet of storage.

Construction Cost Analysis

On the 7.1 acres of land, we assumed an average of 5 feet of excavation (to account for side slopes) to reach the water table from the existing grade.

This generates 69,000 Cubic Yards of excavation, which is estimated to cost \$15/CY, or a total of \$1,031,000.00.

Engineering design and permitting is estimated to cost approximately \$150,000.00.

Conclusion

For the 31.1 acre-feet of storage credit, this required 7.1 acres of land valued at \$9,754,400. (\$1,370,000 per acre)

Earthwork construction is valued at \$1,031,000.

Engineering/Permitting is valued at \$150,000.

Total cost/value is calculated to be \$ 10,935,400.

This results in a value of about \$ 350,000 per acre foot of storage credit.

We appreciate your interest in this matter and hope that you find this analysis helpful.

Best regards,

Richard V. Reikenis, PE

APPENDIX A

Real Estate Sales in the last 24 Months

Last Sale Date	Location Address	Buyer	Lot #	PCN	Legal Description	Parcel	Acres	Lot Square Feet	S/acre	Price	Prope Zoning				
8/5/2024	CHICKAMAUGA AVE	JUMAS PROPERTIES LLC	35-40	00-43-43-30-03-012-0350	WEST GATE ESTS NORTHERN SEC LTS 35 THRU 40 BLK 12		0.4	17460	\$	412,500.00	0000 RH				
9/6/2023	2575 CHEROKEE AVE	SUPERIOR IMPROVEMENT LLC	31	00-43-43-30-03-023-0310	WEST GATE ESTS NORTHERN SEC LT 31 BLK 23		0.08	3492			0000 RH				
9/6/2023	2581 CHEROKEE AVE	SUPERIOR IMPROVEMENT LLC	32	00-43-43-30-03-023-0320	WEST GATE ESTS NORTHERN SEC LT 32 BLK 23		0.07	3055.5			0000 RH				
9/6/2023	2575 CHEROKEE AVE	SUPERIOR IMPROVEMENT LLC	33	00-43-43-30-03-023-0330	WEST GATE ESTS NORTHERN SEC LT 33 BLK 23		0.07	3055.5			0000 RH				
							Total	0.22		9603	\$	1,131,818.18	\$	249,000.00	
10/24/2023	3736 CHEROKEE AVE	JET WATERS LLC	18-24	00-43-43-30-03-026-0180	WEST GATE (NORTHERN SEC) LTS 18 THRU 24 BLK 26		0.46	20079	\$	731,956.52	\$	336,700.00	0000	RH	
11/13/2023	1819 SUWANEE DR	PRESTIGE GENERAL CLEANING SERVC	27-30	00-43-43-30-03-030-0271	WEST GATE ESTS (NORTHERN SEC) N 1/2 OF LTS 27 TO 30 INC BLK 30		0.14	6111	\$	1,071,428.57	\$	150,000.00	1000	CG	
11/14/2023	1305 SUWANEE DR	PRESTIGE GENERAL CLEANING SVC INC	57-60	00-43-43-30-03-030-0273	WEST GATE ESTS (NORTHERN SEC) S 1/2 OF LTS 27 TO 30 INC &		0.27	11785.5	\$	990,740.74	\$	267,500.00	1000	CG	
7/22/2024	CONGRESS AVE	CIL PROPERTY MANAGEMENT LLC		00-43-43-29-05-000-0160	MADRID PARK REPL S 110 FT OF N 663 FT OF W 240 FT (LESS N 50 FT C		1.33	58054.5	\$	1,578,947.37	\$	2,100,000.00	1000	CG	
11/21/2024	WESTGATE AVE	WESTGATE LLC	1.2	00-43-43-30-03-023-0010	WEST GATE ESTS (NORTHERN SEC) / LTS 1 & 2 (LESS NWLY RET CURVE A		0.13	5674.5	\$	950,000.00	1000	CG			
11/21/2024	2860 WESTGATE AVE	WESTGATE LLC	3.4	00-43-43-30-03-032-0030	WEST GATE ESTATES NORTHERN SEC LTS 3 & 4 BLK 32		0.13	5674.5	\$	950,000.00	1000	CG			
11/21/2024	2850 WESTGATE AVE	WESTGATE LLC	5.6	00-43-43-30-03-032-0050	WEST GATE ESTS (NORTHERN SEC) / LTS 5 & 6 BLK 32		0.13	5674.5	\$	950,000.00	1000	CG			
11/21/2024	1444 WABASSO DR	WESTGATE LLC	31.32	00-43-43-30-03-032-0310	WEST GATE ESTS (NORTHERN SEC) / LTS 31 & 32 BLK 32		0.14	6111	\$	950,000.00	1000	CG			
11/21/2024	NOKOMIS AVE	WESTGATE LLC	33.34	00-43-43-30-03-032-0330	WEST GATE ESTS (NORTHERN SEC) / LTS 33 & 34 BLK 32		0.13	5674.5	\$	950,000.00	1000	CG			
11/21/2024	2841 NOKOMIS AVE	WESTGATE LLC	35-38	00-43-43-30-03-032-0350	WEST GATE ESTS (NORTHERN SEC) / LTS 35 TO 38 INC BLK 32		0.26	11349	\$	950,000.00	1000	CG			
11/21/2024	NOKOMIS AVE	WESTGATE LLC	39.40	00-43-43-30-03-032-0390	WEST GATE ESTS (NORTHERN SEC) / LTS 39 & 40 BLK 32		0.13	5674.5	\$	950,000.00	1000	CG			
							Total	1.05		45832.5	\$	904,761.90	\$	950,000.00	
10/9/2024	2810 WESTGATE AVE	NEIGHBORLEE DEVELOPMENT LLC	24	00-43-43-30-03-032-0240	WEST GATE ESTATES (NORTHERN SEC) LOT 24 BLK 32	Parcel 1	0.07	3055.5			1000	CN			
10/9/2024	2814 WESTGATE AVE	NEIGHBORLEE DEVELOPMENT LLC	23	00-43-43-30-03-032-0230	WEST GATE ESTS (NORTHERN SEC) LOT 23 BLK 32	Parcel 2	0.07	3055.5			1000	CN			
10/9/2024	2818 WESTGATE AVE	NEIGHBORLEE DEVELOPMENT LLC	22-22, 50-52	00-43-43-30-03-032-0200	WEST GATE ESTATES (NORTHERN SEC) LTS 20 TO 22 & LTS 5	Parcel 3	0.4	17460			1000	CN			
10/9/2024	2809 NOKOMIS AVE	NEIGHBORLEE DEVELOPMENT LLC	53-54	00-43-43-30-03-032-0530	WEST GATE ESTS (NORTHERN SEC) LTS 53 & 54 BLK 32	Parcel 4	0.13	5674.5			1000	RH			
							Total	0.67		29245.5	\$	1,589,552.24	\$	1,065,000.00	
11/27/2023	2714 NOKOMIS AVE	ELITE CAPITAL & DEVELOPMENT INC	20	00-43-43-30-03-039-0200	WEST GATE ESTS NORTHERN SEC LT 20 BLK 39		0.07	3055.5			0000	RH			
11/27/2023	2712 NOKOMIS AVE	ELITE CAPITAL & DEVELOPMENT INC	21	00-43-43-30-03-039-0210	WEST GATE ESTS NORTHERN SEC LT 21 BLK 39		0.07	3055.5			100	RH			
11/27/2023	2710 NOKOMIS AVE	ELITE CAPITAL & DEVELOPMENT INC	22	00-43-43-30-03-039-0220	WEST GATE ESTS NORTHERN SEC LT 22 BLK 39		0.07	3055.5			100	RH			
11/27/2023	2708 NOKOMIS AVE	ELITE CAPITAL & DEVELOPMENT INC	23	00-43-43-30-03-039-0230	WEST GATE ESTS NORTHERN SEC LT 23 BLK 39		0.07	3055.5			0000	RH			
11/27/2023	2706 NOKOMIS AVE	ELITE CAPITAL & DEVELOPMENT INC	24	00-43-43-30-03-039-0240	WEST GATE ESTS NORTHERN SEC LT 24 BLK 39		0.07	3055.5			0000	RH			
12/20/2024	2704 NOKOMIS AVE	PIANTEDOSI WILLIAM	25	00-43-43-30-03-039-0250	WEST GATE ESTS NORTHERN SEC LT 25 BLK 39		0.07	3055.5			0000	RH			
12/20/2024	2702 NOKOMIS AVE	9514 5355 QUEBEC INC	26	00-43-43-30-03-039-0260	WEST GATE ESTS NORTHERN SEC LT 26 BLK 39		0.07	3055.5			0000	RH			
6/16/2023	2689 HAWATHA AVE	ELITE CAPITAL & DEVELOPMENT INC	31	00-43-43-30-03-040-0310	WEST GATE ESTS NORTHERN SEC LT 31 BLK 40		0.08	3492			0000	RH			
8/18/2023	2688 HAWATHA AVE	ELITE CAPITAL & DEVELOPMENT INC	32	00-43-43-30-03-040-0320	WEST GATE ESTS NORTHERN SEC LT 32 BLK 40		0.07	3055.5			0000	RH			
8/18/2023	2677 HAWATHA AVE	ELITE CAPITAL & DEVELOPMENT INC	33	00-43-43-30-03-040-0330	WEST GATE ESTS NORTHERN SEC LT 33 BLK 40		0.07	3055.5			100	RH			
8/18/2023	2675 HAWATHA AVE	ELITE CAPITAL & DEVELOPMENT INC	34	00-43-43-30-03-040-0340	WEST GATE ESTS NORTHERN SEC LT 34 BLK 40		0.07	3055.5			100	RH			
8/18/2023	2665 HAWATHA AVE	ELITE CAPITAL & DEVELOPMENT INC	35	00-43-43-30-03-040-0350	WEST GATE ESTS NORTHERN SEC LT 35 BLK 40		0.07	3055.5			0000	RH			
6/8/2023	2615 HAWATHA AVE	ELITE CAPITAL & DEVELOPMENT INC	36	00-43-43-30-03-040-0360	WEST GATE ESTS NORTHERN SEC LT 36 BLK 40		0.07	3055.5			0000	RH			
9/20/2023	2653 HAWATHA AVE	ELITE CAPITAL & DEVELOPMENT INC	37	00-43-43-30-03-040-0370	WEST GATE ESTS NORTHERN SEC LT 37 BLK 40		0.07	3055.5			0000	RH			
9/1/2023	2647 HAWATHA AVE	ELITE CAPITAL & DEVELOPMENT INC	38	00-43-43-30-03-040-0380	WEST GATE ESTS NORTHERN SEC LT 38 BLK 40		0.07	3055.5			0	RH			
							Total	0.57		24880.5	\$	515,789.47	\$	294,000.00	
6/16/2023	2689 HAWATHA AVE	TAMAYO V LLC	31	00-43-43-30-03-040-0310	WEST GATE ESTS NORTHERN SEC LT 31 BLK 40		0.08	3492	\$	1,257,812.50	\$	100,625.00	0000	RH	
8/18/2023	2688 HAWATHA AVE	TAMAYO V LLC	32	00-43-43-30-03-040-0320	WEST GATE ESTS NORTHERN SEC LT 32 BLK 40		0.07	3055.5	\$	1,437,500.00	\$	100,625.00	0000	RH	
8/18/2023	2677 HAWATHA AVE	TAMAYO V LLC	33	00-43-43-30-03-040-0330	WEST GATE ESTS NORTHERN SEC LT 33 BLK 40		0.07	3055.5	\$	1,437,500.00	\$	100,625.00	100	RH	
8/18/2023	2675 HAWATHA AVE	TAMAYO V LLC	34	00-43-43-30-03-040-0340	WEST GATE ESTS NORTHERN SEC LT 34 BLK 40		0.07	3055.5	\$	1,437,500.00	\$	100,625.00	100	RH	
8/18/2023	2665 HAWATHA AVE	TAMAYO V LLC	35	00-43-43-30-03-040-0350	WEST GATE ESTS NORTHERN SEC LT 35 BLK 40		0.07	3055.5	\$	1,437,500.00	\$	100,625.00	0000	RH	
6/8/2023	2615 HAWATHA AVE	MEJIA ASSOCIATION LLC	36	00-43-43-30-03-040-0360	WEST GATE ESTS NORTHERN SEC LT 36 BLK 40		0.07	3055.5	\$	1,437,500.00	\$	100,625.00	0000	RH	
9/20/2023	2653 HAWATHA AVE	ME SQUARED LLC	37	00-43-43-30-03-040-0370	WEST GATE ESTS NORTHERN SEC LT 37 BLK 40		0.07	3055.5	\$	1,437,500.00	\$	100,625.00	0000	RH	
9/1/2023	2647 HAWATHA AVE	QR HOUSING LLC	38	00-43-43-30-03-040-0380	WEST GATE ESTS NORTHERN SEC LT 38 BLK 40		0.07	3055.5	\$	1,437,500.00	\$	100,625.00	0	RH	
8/18/2023	3177 HAWATHA AVE	ELITE CAPITAL & DEVELOPMENT INC	41	00-43-43-30-03-042-0410	WEST GATE ESTS NORTHERN SEC LT 41 BLK 42	Parcel 1	0.07	3055.5			0000	RH			
8/18/2023	3153 HAWATHA AVE	ELITE CAPITAL & DEVELOPMENT INC	42	00-43-43-30-03-042-0420	WEST GATE ESTS NORTHERN SEC LT 42 BLK 42	Parcel 1	0.07	3055.5			100	RH			
8/18/2023	3210 HAWATHA AVE	ELITE CAPITAL & DEVELOPMENT INC	5	00-43-43-30-03-048-0050	WESTGATE ESTS (NORTHERN SEC) LTS 5 BLK 48	Parcel 2	0.07	3055.5			0000	RH			
11/21/2023	3204 HAWATHA AVE	ELITE CAPITAL & DEVELOPMENT INC	6	00-43-43-30-03-048-0060	WESTGATE ESTS (NORTHERN SEC) LTS 6 BLK 48	Parcel 2	0.07	3055.5			0000	RH			
11/22/2023	3196 HAWATHA AVE	ELITE CAPITAL & DEVELOPMENT INC	7	00-43-43-30-03-048-0070	WESTGATE ESTS (NORTHERN SEC) LTS 7 BLK 48	Parcel 2	0.07	3055.5			0000	RH			
11/21/2023	3188 HAWATHA AVE	ELITE CAPITAL & DEVELOPMENT INC	8	00-43-43-30-03-048-0080	WESTGATE ESTS (NORTHERN SEC) LTS 8 BLK 48	Parcel 2	0.07	3055.5			0000	RH			
8/14/2023	3180 HAWATHA AVE	ELITE CAPITAL & DEVELOPMENT INC	9	00-43-43-30-03-048-0090	WEST GATE ESTS NORTHERN SEC LT 9 BLK 48	Parcel 3	0.07	3055.5			0000	RH			
8/22/2023	3172 HAWATHA AVE	ELITE CAPITAL & DEVELOPMENT INC	10	00-43-43-30-03-048-0100	WEST GATE ESTS NORTHERN SEC LT 10 BLK 48	Parcel 3	0.07	3055.5			800	RH			
8/22/2023	3164 HAWATHA AVE	ELITE CAPITAL & DEVELOPMENT INC	11	00-43-43-30-03-048-0110	WEST GATE ESTS NORTHERN SEC LT 11 BLK 48	Parcel 3	0.07	3055.5			800	RH			
8/22/2023	3156 HAWATHA AVE	ELITE CAPITAL & DEVELOPMENT INC	12	00-43-43-30-03-048-0120	WEST GATE ESTS NORTHERN SEC LT 12 BLK 48	Parcel 3	0.07	3055.5			800	RH			
							Total	0.7		30555	\$	564,285.71	\$	395,000.00	
6/20/2024	3514 HAWATHA AVE	GAVAN HOMES LLC	5	00-43-43-30-03-046-0050	WEST GATE ESTS NORTHERN SEC LT 5 BLK 46		0.07	3055.5	\$	2,028,571.43	\$	142,000.00	0000	RH	
6/20/2024	3502 HAWATHA AVE	CHEKA REAL ESTATE INVESTMENTS L	7	00-43-43-30-03-046-0070	WEST GATE ESTS NORTHERN SEC LT 7 BLK 46		0.07	3055.5	\$	2,028,571.43	\$	142,000.00	0000	RH	
11/21/2023	3210 HAWATHA AVE	COOP DATA LLC	5	00-43-43-30-03-048-0050	WESTGATE ESTS (NORTHERN SEC) LTS 5 BLK 48		0.07	3055.5	\$	1,428,571.43	\$	100,000.00	0000	RH	
11/21/2023	3204 HAWATHA AVE	BMG WOOD FLOORING CORPORATIOI	6	00-43-43-30-03-048-0060	WESTGATE ESTS (NORTHERN SEC) LTS 6 BLK 48		0.07	3055.5	\$	1,428,571.43	\$	100,000.00	0000	RH	
11/22/2023	3196 HAWATHA AVE	LVS HOUSING LLC	7	00-43-43-30-03-048-0070	WESTGATE ESTS (NORTHERN SEC) LTS 7 BLK 48		0.07	3055.5	\$	1,414,285.71	\$	99,000.00	0000	RH	
11/21/2023	3188 HAWATHA AVE	INDUSTRIKOL LLC	8	00-43-43-30-03-048-0080	WESTGATE ESTS (NORTHERN SEC) LTS 8 BLK 48		0.07	3055.5	\$	1,428,571.43	\$	100,000.00	0000	RH	
9/1/2023	2647 HAWATHA AVE	QR HOUSING LLC	38	00-43-43-30-03-040-0380	WEST GATE ESTS NORTHERN SEC LT 38 BLK 40		0.07	3055.5	\$	1,437,500.00	\$	100,625.00	0000	RH	
7/24/2023	2612 HAWATHA AVE	RANK INC	24	00-43-43-30-03-046-0240	WEST GATE ESTS NORTHERN SEC LT 24 BLK 46		0.07	3055.5			0000	RH			
7/24/2023	2612 HAWATHA AVE	RANK INC	25	00-43-43-30-03-046-0250	WEST GATE ESTS NORTHERN SEC LT 25 BLK 46		0.07	3055.5			0000	RH			
							Total	0.14		6111	\$	1,392,857.14	\$	195,000.00	
11/28/2023	3210 HAWATHA AVE	COOP DATA LLC	5	00-43-43-30-03-048-0050	WESTGATE ESTS (NORTHERN SEC) LTS 5 BLK 48		0.07	3055.5	\$	1,428,571.43	\$	100,000.00	0000	RH	
11/28/2023	3204 HAWATHA AVE	BMG WOOD FLOORING CORPORATIOI	6	00-43-43-30-03-048-0060	WESTGATE EST										