



## **WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY**

**Monthly Meeting, Monday, October 6, 2025 Board Meeting 5:00 PM**

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

**NOTE: Agenda Summary (Pages 3-5)  
Staff Report (Pages 6 - 12)**

- 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 September 15, 2025 CRA MINUTES (Pages 13 - 18)**
- IV. PUBLIC COMMENTS**
- V. DISCLOSURES**
- VI. CONSENT AGENDA**
- VII. REGULAR AGENDA**
  - 1. Revisions to the Neighborhood Preservation program (Pages 19 – 21)**
  - 2. Approval of Westgate CRA Overlay Revisions (Pages 22 - 39)**
  - 3. Approval of Proposal for Legal Environmental Consulting Services for the Chickamauga Redevelopment Site (Pages 40 – 48)**
  - 4. Approval of Change Orders for Westgate Avenue and Seminole Blvd. Streetscapes (Pages 50 – 59)**
- VIII. REPORTS**
  - A. Staff Reports and Correspondence (Pages -)**
  - 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,**
5. **Marketing –**
6. **Community Affairs –**
7. **Special Events – Chair, Ms. Rufty**

**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.



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## AGENDA ITEMS

### Westgate/Belvedere Homes CRA Board Meeting In Person and Via Zoom October 6, 2025

#### REGULAR AGENDA

##### 1. Revisions to the Neighborhood Preservation Program

###### A. Background and Summary: The Westgate CRA Neighborhood Preservation

Program was developed to encourage the preservation of the CRA's existing housing stock by assisting homeowners to make needed improvements to their homes. The program aims to support affordability, prevent property deterioration, preserve the character of the older neighborhood, and enhance homeowners' ability to access funds for home improvements.

The program intends to address repairs that have not been completed. Applicants are expected to have an approved application before commencing the work. Works started or completed before an application is approved were not intended to participate in the program. However, the application does not clearly state those facts. The program guidelines are being amended to clarify those requirements. Moreover, a clause is being added to the guidelines to allow the CRA's executive director to approve minor home repairs that fall within the program's intent but are not explicitly listed in the guidelines. Another change is to require at least two quotes instead of at least three.

###### B. Recommendation: Staff recommends that the Board approve the program guidelines as amended.

##### 2. Approval of Westgate CRA Overlay Revisions

###### A. Background and Summary: Revisions are being proposed to the Westgate CRA Overlay of the Unified Land Development Code (ULDC). These revisions affect Article

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## 2. APPLICATION PROCESSES AND PROCEDURES and Article 3. OVERLAYS AND ZONING DISTRICTS.

The Density Bonus Program and Parking provisions are the two biggest items that will be modified in this amendment. Reference to the number of units allowable through the Overlay will be deleted. It is replaced with a reference to the Comprehensive Plan policy. Minor revisions have been made to the process to obtain density bonus units. For Parking, guest parking requirements have been reduced from 25% to 20%. Waiver processes, motorcycle, and scooter parking spaces have been incorporated in the regulations for additional parking reductions.

Redevelopment Loading Option is deleted. Developers can use the loading requirements of Article 6 of the ULDC, which are less restrictive than the Overlay's current requirements.

**B. Recommendation:** Staff recommends that the Board approve a ULDC amendment to revise the Westgate CRA Overlay to address density bonus units, parking, and loading option.

## 3. Approval of Proposal for Legal Environmental Consulting Services for the Chickamauga Redevelopment Site

**A. Background and Summary:** On December 7, 2023, Stantec Consulting Services, Inc. (Stantec) submitted a Site Assessment Report (SAR) for the subject property to the FDEP Southeast District Office (FDEP-SEDO) for review and comment. On May 1, 2024, and again on February 25, 2025, the FDEP-SEDO issued comments requesting that an additional assessment be performed despite supplemental information provided by Stantec supporting arguments that an additional assessment was not warranted.

Before conducting additional soil and groundwater assessment work at the subject property, Stantec suggests, based on their experience, that the CRA uses the services of an environmental attorney to facilitate the successful resolution of all environmental concerns raised by the FDEP-SEDO.

The Akerman proposal includes negotiating with FDEP regarding the appropriate requirements under Chapter 62-780 to address the identified soil impacts. The scope o



work will also include as Task 1, assisting Client with seeking FDEP approval to proceed with the planned redevelopment based upon the existing soil and groundwater data collected to date by Stantec, and seeking FDEP authorization to allow the Client to perform an interim source removal of limited hot spot soils located on the Property, and identified in the Stantec Site Assessment Report dated December 7, 2023.

A Task 2 is presented as an option to assist with negotiating and executing a Brownfield Site Rehabilitation Agreement for the Property to support a potential application for Voluntary Cleanup Tax Credits for the planned soil removal activities.

Task 1 is estimated not to exceed \$14,500, and Task 2 is estimated to \$7,250.

**B. Recommendation:** Staff recommends that the Board authorize a contract with Akerman to assist the CRA with Task 1.

#### 4. Approval of Change Orders for Westgate Avenue Streetscape

**A. Background and Summary:** This change order is to replace wires that were stolen and replace all pull boxes with lockable ones. The price is estimated at \$211,559.74. There is enough funding in the contingency line item to cover these costs.

**B. Recommendation:** Staff recommends that the Board approve a change order for \$211,559.74 to replace stolen wires and pull boxes for the Westgate Avenue project.

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## BOARD MEETING

October 6, 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: Mobilization for the installation of the streetlights began in June 2025 following delays in permitting.

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 is in process.

The requested funds from the County’s 2024 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 1<sup>st</sup> permit to install FPL streetlights has been issued; the 2<sup>nd</sup> 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): The Zoning Director is targeting the September 25<sup>th</sup> BCC hearing to request permission to advertise the WCRAO parking waiver and DBP revision. Zoning Commission is targeted for October 2<sup>nd</sup>, with BCC adoption on Oct. 23<sup>rd</sup>.

The Zoning Division is amending the ULDC on a priority scale, meaning when the revision is linked to an application it is more likely to move to an agenda. The language for the WCRAO parking waiver is complete, awaiting a project trigger. There is a related revision to the ULDC required with the change to the Density Bonus program.

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.

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 26<sup>th</sup> 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 ULDC 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.

Updates (Comp Plan): CRA staff continue to work with the County to ensure the text amendment remains on the Nov. 5<sup>th</sup>, 2025 BCC agenda for transmittal. CRA staff have completed a revised justification that includes mobility and traffic strategies to be implemented over the short, mid, and long term to support a 20-year build out. Staff will present this mobility plan framework and strategies to the Board on Sept. 15<sup>th</sup>. KH has completed a Traffic Impact Analysis for the projection which utilized internal trip capture, and considered a 'redevelopment trip credit' for sites that are susceptible to conversion from commercial, retail, industrial or office to residential. These adjustments reduce traffic impacts over time. Planning for an October 2025 community meeting for input on mobility strategies is underway.

By mutual agreement, Planning and CRA staff agreed to postpone BCC initiation of the text amendment until the November 5<sup>th</sup> BCC hearing. Staff and Kimley-Horn are making progress on a traffic analysis that will support the density build out, and mitigation strategies that will alleviate County concerns. The original 3,000-unit request still holds. CRA Staff are working on a 'Westgate CRA Mobility Plan' draft framework.

Following the completion of a comprehensive traffic study by Kimley-Horn analyzing the impacts of an additional 3,000 units of density on local roadways and traffic, it was determined that further study is required that considers different scenarios for residential build out, and traffic mitigation measures. The item was postponed to August 2025 BCC transmittal. KH completed a less conservative traffic impact analysis in July that credits traffic from existing uses (33% reduction) and includes a credit for internal trip capture (10% reduction). Through this model no links fail in the future as a result of additional residential density, but to grow responsibly, the CRA needs to create a traffic mitigation program. The item is

tentatively moving forward in August.

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.

#### **Tentative Amendments Timeline**

<b>Comp Plan (25-A2)</b> <b>Density Bonus Pool</b>	Planning Commission Initiation – July 12, 2024	BCC Initiation Hearing – August 28, 2024	Staff reports – Dec. 2024	Planning Comm. Hearing – January 10, 2025	BCC Transmittal – <b>Nov. 5, 2025</b> (TBD)	<b>BCC Adoption Hearing – February 2026 (TBD)</b>
<b>ULDC WCRAO Parking Reduction + related Density Bonus Pool revisions</b>	BCC Request for Permission to Advertise – previously initiated	BCC Transmittal Hearing – August 28, 2024 – allows work on related Comp Plan revisions	BCC PTA – Sept. 25, 2025 – parking revision - <b>approved</b>	Zoning Comm.– October 3, 2025 – parking revision	<b>BCC Adoption Hearing – October 23, 2025 – parking revision</b>	

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.

#### **SFWMD Compensating Floodplain Storage Mitigation Bank (ONGOING)**

Updates: It was estimated that there remained approx. 13-acre feet available in various retention areas in the CRA district that could be added to the mitigation bank. CRA staff engaged Higgins Engineering to continue with this effort. Higgins Eng. determined that there is no land currently owned by the CRA that could significantly contribute to the mitigation bank. A few County-owned parcels were identified. SFWMD has advised until the CRA has control of these parcels, and has a permit to excavate for retention, the mitigation bank will remain fully exhausted.

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.

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. In 2024, the remaining 9-acre feet from the mitigation bank were allocated to Phase 1 of the PBKC redevelopment project.



On June 30<sup>th</sup> 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: Stantec does not support the DEP's request for further testing beyond the boundaries of the site, and has advised that the CRA consult with an environmental attorney specialized in Brownfields cases. A proposal for services will be on the September 15, 2025 Board agenda.

Additional testing is required by the DEP to determine extend of background contamination in order to confirm historical uses are not responsible for elevated levels, and no remediation is needed. TCRPC cannot provide additional funding. Staff will work with County DHED to assist.

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 Benzoapyprene (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 FY26.

#### **Community Garden/Greenmarket (ONGOING)**

Update: The Farm Manager is preparing an application for \$10,000 in funding from the annual PBC OCR Community Project grant program. The funding would assist the Farm with planning of fruit trees on CRA owned land on Oswego Ave.

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 Program (TAP) & Local Initiatives (LI) Grants**

##### **FY20 Cherry Road Pedestrian & Safety Improvements (CONSTRUCTION MOBILIZED)**

Updates: Rosso mobilized construction in March 2025. Sidewalks are progressing on south and north sides of road. The ILA between the CRA and the County has been approved by the BCC. An RFP has been issued to select the contractor. The contractor was in 2024 selected, and the BCC has approved the construction contract.

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.

##### **FY18 – Westgate Avenue Corridor Complete Streets (CONSTRUCTION SUBSTANTIALLY COMPLETED)**

Updates: The project is not yet fully closed by County Engineering. CRA Staff are working on an RFQ for landscape maintenance with assistance from the Streetscape Division.

A Ribbon Cutting to celebrate the completion of the project took place on May 28, 2025. The County Deputy Administrator, BCC Commissioners Powell and Weiss, and representatives from FDOT, TPA, and Truist Bank were present. Project planning for the Westgate Avenue project we see today began in 2016 with a Florida DEO grant to prepare a Westgate Avenue Streetscape Plan, but the CRA has always envisioned a streetscape for Westgate Avenue through its Redevelopment Plan, and many conceptual designs over the years. The completion of the Westgate Avenue Streetscape is a major redevelopment milestone for the Agency, and the first of its kind in unincorporated PBC.

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 Sept. 20, 2018 meeting. Projects that met TPA and FDOT eligibility requirements were ranked by internal advisory boards, committees and TPA Staff to be forwarded to 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.



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

Projects	Address	Status
Connections School—adult vocational/day care expansion	1310 Old Congress Ave.	<ul style="list-style-type: none"> <li>WCRA recommendation 8/19/25</li> <li>DRO approval for vocational institution/adult day care use</li> <li>Adding 150 students in adjacent building</li> </ul>
Palm Beach Marketplace MUPD Expansion	1960 Okeechobee Blvd.	<ul style="list-style-type: none"> <li>WCRA recommendation 4/14/25 – <b>BCC approval 7/25</b></li> <li>Adding 2.21 acres of land - rezoning, DOA, DRO approval for 14,521 sf of Type 1 restaurant use</li> </ul>
PBKC PH 1– 42-acre redevelopment site	1111 N Congress Ave.	<ul style="list-style-type: none"> <li>WCRA recommendation 3/10/25 – <b>9/25/25 BCC approved</b></li> <li>Rezoning to MUPD, PH1 405 units (325 DBP units)</li> </ul>
Neighborlee Living Micro-units/Mixed-use	2818 Westgate Ave.	<ul style="list-style-type: none"> <li>WCRA recommendation 2/10/25 – <b>9/25/25 BCC approved</b></li> <li>Rezoning, BCC approval of 50 du/ac of WCRAO bonus density on .66 acres (33 DBP units) – 240 sf microunits</li> </ul>
Big Dreams Pre-School	1713 Quail Drive	<ul style="list-style-type: none"> <li>WCRA recommendation 2/18/25 – <b>BCC approved</b></li> <li>Existing day care use—EAC to add seats for infant care</li> </ul>
Tallahassee MF	1302 Tallahassee Dr.	<ul style="list-style-type: none"> <li>WCRA recommendation 8/12/24 – <b>DRO approval 7/25</b></li> <li>7-unit multifamily project</li> <li>WCRAO DBP units, Type 1 Waiver</li> </ul>
PBKC – new relocated facility	1111 N. Congress Ave.	<ul style="list-style-type: none"> <li><b>BCC approval Dec. 2024</b></li> <li>WCRA recommendation 3/11/24 -- 60,286 sf facility + 4 level parking structure</li> <li>Rezoning, Class B Cond use (indoor entertainment), DRO for Type 2 restaurant, variances, waivers</li> </ul>
NorWest Pointe	Westgate at Tallahassee	<ul style="list-style-type: none"> <li><b>WCRA recommendation 8/12/24</b></li> <li>DRO approval for additional density for a 9-unit MF rental project, Type 1 Waiver (rezoning approved)</li> </ul>
Al Packer Fleet Services	1668 N Military Trail	<ul style="list-style-type: none"> <li><b>Approved</b> -- 5/8/23 CRA recommendation</li> <li>Rezoning to CG, BCC approval for heavy vehicle repair &amp; maintenance</li> </ul>
PBC Fire Station #24	Westgate at Seminole	<ul style="list-style-type: none"> <li><b>In permitting</b> – 3/13/23 CRA Board meeting, BCC in August</li> <li>Rezoning to PO approved, in site design phase</li> </ul>
Aero Village	1699-1705 N. Congress Ave	<ul style="list-style-type: none"> <li><b>Approved</b> – 1/9/23 CRA Board meeting</li> <li>4-stories, 38-unit market rate MF rental development</li> </ul>
Westgate Terrace (Danza Group)	2636 Westgate Ave.	<ul style="list-style-type: none"> <li><b>Project has zoning approvals!</b> – Danza Group is owner</li> <li>4 stories, 44 units – professional office/medical office</li> </ul>
The Hangar & Airfield Business Park	1050 N. Congress Ave. (former PBKC property)	<ul style="list-style-type: none"> <li><b>Under construction</b> – 2/14/22 CRA Board meeting</li> <li>84,000 sf Building A – proposed manuf./distrib. use</li> <li>60,000+ sf of privately owned auto storage units with vehicle sales/repair, community space</li> </ul>
EZ Express Carwash (Walmart MUPD)	1098 N. Military Trail	<ul style="list-style-type: none"> <li><b>New contract purchaser: Mavis Tires</b></li> <li>DRO approval in April for a 2,700-sf. automatic carwash</li> </ul>
Public Storage (Cherry Road Plaza MUPD)	Cherry Rd	<ul style="list-style-type: none"> <li><b>Under construction</b></li> <li>Approval for ABN, DOA, Variances, DRO approval for a 161,000 sf (phased) self-service storage facility</li> </ul>
Seven at Cherokee	Cherokee Ave.	<ul style="list-style-type: none"> <li><b>Under construction</b> – DRO approval in March 2023</li> <li>7 townhome-style multifamily units on .46 ac – utilizing CRA density bonus units</li> </ul>

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

**September 15, 2025**

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

Mr. Daniels, the Board Chair, called the meeting to order at 5:45p.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  
Mai Bui, Redevelopment Specialist/Administrative Assistant  
Carmen Geraine, Bookkeeper  
Thomas J. Baird, Esq., General Counsel

**Absent:**

**Others Present:** Juan Groves

**Zoom Attendees:**

**II. AGENDA APPROVAL**

**1. Additions, Deletions, Substitutions to Agenda**

- **No Deletions, Substitutions to Agenda**
- **It was moved by Ms. Rufty and seconded by Ms. Wolliston to adopt the agenda as amended. Motion carried (4-0)**

**III. ADOPTION OF W/BH CRA MINUTES**

- **It was moved by Ms. Haggerty and seconded by Ms. Wolliston to adopt August 19, 2025 minutes. Motion carried (4-0)**

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**IV. PUBLIC COMMENT**

- No Public Comment

**V. DISCLOSURES**

- No Disclosures

**VI. CONSENT AGENDA**

- No Consent Agenda

**VII. REGULAR AGENDA**

**1. Fire Rescue Presentation**

Mr. Michel, Eric McClellan, Jason Crosby, Sunil Jagoo with PBC FDO and Aaron Pribyl, David Woodside with PBC Fire Rescue presented the item to the Board.

On April 12, 2021, the Westgate/Belvedere Homes Community Redevelopment Agency (CRA) approved the donation of an approximately 1.27-acre property located on the southwest corner of Westgate Avenue and Seminole Boulevard for the relocation of Fire Station #24 on April 12, 2021.

On June 15, 2021, the Board of County Commissioners (Board) approved an Interlocal Agreement with the CRA accepting the donation and committing to include space for Palm Beach County Sheriff's Office (PBSO) community policing officers serving the CRA.

On August 24, 2023, the Board approved a rezoning of the property to the Public Ownership (PO) Zoning District.

FS# 24 will be single story, 14,085 square feet, with bunk rooms, kitchen (12), laundry, gym, bunker bear, decontamination, dayroom, restrooms, storage, mechanical, generator, and gazebo. An area of 400 sq. ft. with a bathroom and an IT closet will be dedicated to the PBSO office. The facility will be equipped with a diesel dispenser, 24 parking spaces, and emergency signalization.

Building permit is expected in November 2025, contract award in March 2026, groundbreaking in May 2026, substantial completion in November 2027, and Grand opening and operations commencement in January 2028.

**No action is required.**



## **2. Approval of Comprehensive Plan Future Land Use Text Amendment for Density Bonus Pool**

Mr. Michel introduced the item to the Board.

The CRA is working with the County to revise the Future Land Use Element (FLUE) Sub-Objective 1.2.3., Westgate/Belvedere Homes Community Redevelopment Area Overlay (WCRAO), specifically Policy 1.2.3-b, Density Bonus Pool. The request supports ongoing development and redevelopment activities outlined in the Agency's 2005 and 2017 Community Redevelopment Plans. This amendment seeks to increase the number of bonus units available in the pool to support the Agency's 20-year build-out development horizon and the ongoing need for housing production countywide.

Staff recommend that the Board approve a request for a Comprehensive Plan amendment to increase the density bonus pool to 4,300.

**It was moved by Ms. Rufty and seconded by Ms. Haggerty to approve a request for a Comprehensive Plan amendment to increase the density bonus pool to 4,300. The motion passed unanimously (4-0)**

## **3. Approval of Traffic Mitigation Strategies**

Mr. Michel introduced the item to the Board.

In May 2025, the CRA hired Kimley-Horn to complete a Traffic Impact Analysis (TIA) to evaluate the traffic impacts associated with increasing the Westgate CRA Density Bonus Pool from 1,300 to 4,300, allowing for an additional 3,000 multifamily units over the planning horizon to the year 2040. The TIA concludes that the addition of 3,000 multifamily units to the Westgate CRA Density Bonus Pool is traffic-feasible under the County's standards and that the development scenario creates no new roadway or intersection LOS failures, and impacts can be effectively mitigated through a combination of planned roadway improvements, mobility investments, and transportation demand management strategies.

The following traffic mitigation strategies are recommended to attenuate traffic impacts and improve mobility across a 20-year build-out horizon:

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Internalization of trips: This can be achieved through the implementation of traffic management strategies, and other initiatives aimed at reducing the strain on external roadways, such as mixed-use development.

Initiation of Traffic Demand Management (TDM) and Microtransit Pilot launch: Funds are included in the 2026 Budget for these initiatives.

Mobility and Long-Range Planning and Engineering: Explore east-west connection using the L-2 Canal right of way.

Enhance Public Transportation: Address gaps in public transportation coverage.

Support Park-and-Ride Facilities: Encourage the development of park-and-ride facilities in large-scale development.

Fund Mobility Infrastructure Projects: Implement mobility projects similar to Belvedere Heights, Seminole Boulevard, Westgate Avenue, and Cherry Road streetscapes that add multiuse pathways, bike lanes, pedestrian crossings, and streetlights to existing roadways.

Collaborate to Create Transit Hubs and Nodes: Support the implementation of intersection improvements, transportation oriented development, park and ride facilities, and bus shelters.

Connect Congress Avenue to Florida Mango and Australian Avenue through the L-2 Canal: Construct a road, or multiuse path on the L-2 Canal between Congress Avenue to Australian Avenue.

Support Other Transportation Initiatives: Support other initiatives developed by WPBGO, the Transportation Planning Agency, FDoT, and Palm Beach County that provide traffic solutions using mass transit, TDM, and mobility fees to alleviate traffic congestion in and around the Westgate CRA area.

Staff recommend that the Board adopt the mobility strategies to mitigate the impact on transportation caused by the addition of multifamily units in the Westgate CRA.

**It was moved by Ms. Haggerty and seconded by Ms. Wolliston to adopt mobility strategies to mitigate the impact on transportation caused by the addition of multifamily units in the Westgate CRA. The motion passed unanimously (4-0)**

**4. Approval of Proposal for Legal Environmental Consulting Services for the Chickamauga Redevelopment Site**

Mr. Michel introduced the item to the Board.

On December 7, 2023, Stantec Consulting Services, Inc. (Stantec) submitted a Site Assessment Report (SAR) for the subject property to the FDEP Southeast District Office (FDEP-SEDO) for review and comment. On May 1, 2024, and again on February 25, 2025, the FDEP-SEDO issued

comments requesting that an additional assessment be performed despite supplemental information provided by Stantec supporting arguments that an additional assessment was not warranted.

Before conducting additional soil and groundwater assessment work at the subject property, Stantec suggests, based on their experience, that the CRA uses the services of an environmental attorney to facilitate the successful resolution of all environmental concerns raised by the FDEP-SEDO.

The Akerman proposal includes negotiating with FDEP regarding the appropriate requirements under Chapter 62-780 to address the identified soil impacts. The scope of work will also include as Task 1, assisting Client with seeking FDEP approval to proceed with the planned redevelopment based upon the existing soil and groundwater data collected to date by Stantec, and seeking FDEP authorization to allow the Client to perform an interim source removal of limited hot spot soils located on the Property, and identified in the Stantec Site Assessment Report dated December 7, 20023.

A Task 2 is presented as an option to assist with negotiating and executing a Brownfield Site Rehabilitation Agreement for the Property to support a potential application for Voluntary Cleanup Tax Credits for the planned soil removal activities.

Task 1 is estimated not to exceed \$14,500, and Task 2 is estimated to \$7,250.

Staff recommend that the Board authorize a contract with Akerman to assist the CRA with Task 1.

**It was moved by Ms. Rufty and seconded by Ms. Haggerty to authorize a contract with Akerman to assist the CRA with Task 1. The motion passed unanimously (4-0)**

## **5. Approval of Proposal for On-Demand Transportation Pilot Program**

Mr. Michel introduced the item to the Board.

In anticipation of the implementation of traffic mitigation measures, funds are included in the FY 2026 budget for on-demand transportation services. These services can help reduce the number of one-person-driven cars on the roadways and mitigate congestion. Circuit is proposing to provide an on-demand services program in the Westgate CRA to address traffic issues. Circuit operates in many cities in Palm Beach County and has agreements with several city CRAs. The proposed program will be launched in December 2025. It will be available from 8:00 am to 8:00 pm, seven days a week, with a maximum of 70 weekly vehicle hours max per vehicle. The fleet to choose from will be 2 EV Sedans or SUVs and one ADA-compliant EV Van.

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The program will operate within CRA boundaries or connect to PBI, TriRail, Downtown, Outlets, and surrounding points of interest. It can allow riders from outside of the boundaries to be able to come into the CRA. The service can be free or cost a nominal \$1-2 per person fare. It will involve ride pooling to maximize efficiency. The CRA can also use the branding options for Westgate CRA and/or 3rd party Advertising Sponsors to help reduce the net cost of the program.

The service will cost up to \$350,000 a year for two vehicles.

Staff recommend that the Board authorize a contract with Circuit for an amount not to exceed \$375,000 to provide one year of on-demand transportation service within the CRA boundaries.

**No Motion**

**VIII. STAFF REPORTS**

Board Nominations will be presented at the BCC on 09/16/2025.

Westgate CRA Budget 2025-2026 will be presented at the BCC on 09/30/2025.

**IX ATTORNEY'S REPORTS**

**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 7:03p.m.**

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Redevelopment Specialist/Administrative Assistant

Mai Bui

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# NEIGHBORHOOD PRESERVATION PROGRAM



A HOME IMPROVEMENT PARTNERSHIP  
BETWEEN  
**THE WESTGATE/BELVEDERE HOMES  
COMMUNITY REDEVELOPMENT AGENCY**  
AND  
**NEIGHBORHOOD HOMEOWNERS**



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[www.westgatecra.org](http://www.westgatecra.org)

# NEIGHBORHOOD PRESERVATION PROGRAM

## GUIDELINES (revised 9-15-2025)

The **WESTGATE BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY** seeks to encourage the preservation of the CRA's existing housing stock by providing assistance to homeowners to make needed improvements to their homes.

### **PROGRAM GOALS:**

- Preserve the affordable nature of the properties
- Prevent property deterioration and blighted appearance
- Preserve the character of older neighborhoods
- Increase homeowner's ability to leverage funds for home improvements.

### **PROGRAM PRIORITIES:**

The proposed housing improvements should preserve the integrity of the house and add to the long-term value and life of the property and the neighborhood.

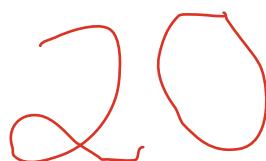
- Health and safety code deficiency correction
- Accessibility modification for persons with disabilities
- Structural and environmental improvements
- Weatherization and energy efficiency
- Leveraging Home Improvement Fund

The CRA will provide up to \$6,000 grant assistance at the CRA's discretion subject to budget and available funding. The total amount of the grant is limited to Six Thousand Dollars. The first \$1,000 is a straight grant; the homeowner can access an additional \$5,000 in grant funds from the CRA by providing a 50/50 match.

**Example:** If an applicant contributes \$5,000, the CRA will grant an additional \$5,000. The homeowner can acquire the five thousand match funds from any source of their choosing.

The CRA will provide their assistance on a first come first served basis pending funds availability, however, the CRA in its sole discretion will prioritize applications based on the extent of the improvements and homeowners using other programs (leveraging funds) for repairs. An applicant is limited to apply only once every three years.

The maximum amount of grant to any one property owner under the Program is \$6,000. Grant applicants may apply multiple times if granted less than the maximum amount, but no grant applicant will receive more than the maximum amount in total. If the maximum amount of funding to the Program is later increased, grant applicants that were granted \$6,000 may reapply for additional funding until the new maximum is reached.

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## **ELIGIBLE IMPROVEMENT COSTS:**

Funds may be used to correct existing code deficiencies, structural deficiencies, weatherization, accessibility, and general property improvements. Any code violation issues must be addressed as part of the improvement projects.

Work must include at least one of the following:

- Exterior improvements (siding, roofing, gutters, windows, painting, driveway)
- Addition of a bedroom(s), bathroom(s) or new living space
- Conversion of a rental unit to owner-occupied home
- Landscaping/irrigation, decorative fencing, shutters
- Vermin/termite eradication
- Air Conditioning System, Water Heater, Electrical, Plumbing
- Sewer Connection
- Other minor home repairs approved by the Executive Director

## **ELIGIBLE PROPERTIES:**

- Located within the Westgate/Belvedere Homes CRA boundaries
- One property per owner
- Owner-occupied one or two unit residences
- Rental property owners provided improvements exceed \$10,000
- Current on property tax, mortgage, and no outstanding code lien

## **THE PARTNERSHIP RESPONSIBILITIES:**

### **WESTGATE CRA**

- Market and publicize the program to property owners within the CRA
- Provide up to \$6,000 grant assistance at the CRA's discretion subject to budget and available funding
- Review and approve home improvements before commencement and issue Notice to Proceed to include the amount eligible for reimbursement
- Take before and after pictures of improvements

### **HOMEOWNER**

- A pre-application meeting with CRA staff is required prior to submittal
- Work started or completed before the application is approved cannot receive any grant
- Submit grant application and scope of work to CRA
- Seek contractors and obtain bids (at least three)
- Commence and complete the improvements within six months of the Notice to proceed
- Submit invoices and proof of payment for reimbursement.

**NOTE:** The CRA will not recommend companies/contractor to perform work. Property owner is charged with doing their own due diligence to get the lowest and best price for the project.

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## ULDC REVISIONS STAFF REPORT

### ZONING COMMISSION, OCT. 3, 2025

#### I. General Data

<b>Project Name:</b>	Westgate Community Redevelopment Area Overlay (WCRAO) Revisions – Density Bonus Programs and Residential & Mixed-Use Parking
<b>ULDC Articles:</b>	2 and 3
<b>Project Manager:</b>	Jerome Ottey, Principal Site Planner
<b>Agency Manager:</b>	Denise Pennell, Director of Planning & Development, Westgate CRA
<b>Staff Recommendation:</b>	Staff recommends <b>approval of permission to advertise</b> based on the findings and conclusions presented in this report.

#### II. Item Summary

<b>Summary:</b>	The item before the Board are proposed revisions to the Westgate Community Redevelopment Area Overlay (WCRAO) of the Unified Land Development Code (ULDC) as summarized below: <ul style="list-style-type: none"><li>• Delete the reference to the number of units allowable through WCRAO Density Bonus Pool, and replacing with a reference to the associated Comprehensive Plan policy.</li><li>• Revise the WCRAO Density Bonus Pool Limits and Approval process to clarify the applicable processes.</li><li>• Revise WCRAO Parking requirements to reduce guest parking, establish Waiver processes, and incorporate alternative parking for additional parking reductions.</li><li>• Delete the “Redevelopment Loading Option” to defer to the requirements of Art. 6 which is less restrictive.</li></ul>
<b>Assessment:</b>	The proposed revisions implement BCC direction to incorporate flexible regulations into the ULDC and to reflect industry changes and trends. These revisions are exclusively for land within the WCRAO and with the support from the CRA Staff. The proposed revision will reduce parking requirements for mixed and residential developments, and clarify the approval processes for projects utilizing the WCRAO density bonus pool. The proposed revisions are supported by the goals and objectives of the CRA's Community Redevelopment Plan to encourage the redevelopment of underutilized sites, while preserving existing viable housing solutions.

#### III. Hearing History

**Board of County Commissioners RPA:** On September 25, 2025, the BCC approved request for permission to advertise by a vote of 6-0.

**ZC Recommendation:** *Scheduled for October 3, 2025*

**LDRC Recommendation:** *Scheduled for October 3, 2025*

**Board of County Commissioners First Reading and Adoption:** *Scheduled for October 23, 2025*

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## IV. Intent

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The item before the Board are proposed revisions to the Westgate Community Redevelopment Area Overlay (WCRAO) of the Unified Land Development Code (ULDC) as summarized below:

- Delete the reference to the number of units allowable through WCRAO Density Bonus Pool and replacing with a reference to the associated Comprehensive Plan policy.
- Revise the WCRAO Density Bonus Pool Limits and Approval process to clarify the applicable processes.
- Revise WCRAO Parking requirements to reduce guest parking, and establish Waiver processes, and incorporate alternative parking for additional parking reductions.
- Delete the “Redevelopment Loading Option” to defer to the requirements of Art. 6 which is less restrictive.

## V. Data and Analysis

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This section provides data and analysis to support the proposed revisions. Additional data and analysis, completed by the Westgate CRA staff are provided in Exhibit 1.

### A. Background - Westgate CRA

The Westgate/Belvedere Homes Community Redevelopment Agency (WCRA) was created pursuant to F.S. ch. 163 pt. III, Community Redevelopment, to remove blighted conditions, enhance the PBC's tax base, improve living conditions, and preserve areas of low and moderate cost housing in the Westgate/Belvedere Homes area of unincorporated PBC.

The use of community redevelopment powers enables the BCC and the WCRA to make public improvements that encourage and enhance investment while providing neighborhood stability, prevent continuation of inefficient and incompatible land use patterns, and assist revitalization and rehabilitation of older commercial and residential areas in the Westgate/Belvedere Homes area. The WCRAO is established with the purpose and intent of encouraging development and redevelopment of the Westgate/Belvedere Homes area through regulatory incentives; arresting deterioration of property values; preserving and protecting existing, viable affordable housing; providing opportunity for the future development of affordable housing; implementing the 2004 Westgate/Belvedere Homes Community Redevelopment Plan (WCRA Plan); providing for mixed-use development; and, providing for increased residential densities and commercial intensities, without amendment to the Plan.

The WCRA Plan proposes to use smart growth and form-based code principles that incorporates urban design and mixed-use development to achieve infill, residential, and commercial redevelopment. Mixed-use development is required to implement the goals of the WCRA Plan to allow for a pedestrian-friendly environment, the vertical integration of uses, and higher intensity and density.

### B. Proposed Revisions

This section of the report provides supporting information for the proposed ULDC Revisions. Additional information provided by Westgate CRA Staff is provided in Exhibit 1.

#### 1. WCRAO Density Bonus

The Comprehensive Plan establishes that properties in the WCRAO may apply through various Zoning processes to increase density through the WCRAO Density Bonus Pool. Future Land Use Element Policy 1.2.3-b and the ULDC Art. 3 identify that the maximum number of units available in the pool is 1,300 additional dwelling units. The Westgate CRA is seeking a Comprehensive Plan amendment to increase this figure. This staff report proposes to delete the 1,300 figure since it is redundant with the Comprehensive Plan, and thereby allowing the BCC to determine any appropriate change to that figure through the Comprehensive Plan amendment process.

#### 2. WCRAO Transfer of Development Rights

Article 5.G.3., Transfer of Development Rights, allows for additional density for residential properties within the Urban Suburban Tier, including the Westgate CRA. The proposed revisions clarify that additional units may be added to a project through the Transfer of Development Rights program, even if additional density are being requested through the Westgate CRA Density Bonus Pool.



### 3. Tables to Text

The County is moving forward with a contract to incorporate the ULDC into Muni-Code. This staff report proposes to transfer two tables associated with the WCRAO Density Pool and approval process from tabular format into text for improved readability and to better incorporate the ULDC into Muni-Code. Minor modifications to the language are proposed to clarify the application of the language and ensure consistent application of the approval processes for projects seeking additional density through the Density Bonus Pool.

### 4. ULDC Parking Reduction Options and Requirements

Other than through the Type 2 Variance process, there is no mechanism to reduce the specific parking requirements of the Westgate CRA. Variances are subject to eight strict standards that are difficult for applicants to demonstrate compliance, particularly when requesting an optional density bonus to increase density. The Type 2 Variance Standards are provided below.

#### Standards for Zoning or Subdivision Variance

The ZC shall consider and find that all seven criteria listed below have been satisfied by the Applicant prior to making a motion for approval, of a Zoning or Subdivision Variance:

- 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;
- b. Special circumstances and conditions do not result from the actions of the Applicant;
- 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;
- 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;
- e. Granting the Variance is the minimum Variance that will make possible the reasonable use of the parcel of land, building, or structure;
- f. Granting the Variance will be consistent with the purposes, Goals, Objectives, and Policies of the Plan, and this Code; and,
- g. Granting the Variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

**Waiver vs. Variance.** The Waiver process has more appropriate standards of approval for flexible development regulations over variances. The proposed ULDC revision will promote parking alternatives and remove hindrances to the provision of greater residential densities and non-residential within the Westgate CRA, thereby fostering the redevelopment of the area through more flexible regulations.

Outside of the WCRAO, the ULDC currently allows a Type 1 Waiver process for the reduction of up to 15% of required parking for developments requiring more than 20 parking spaces. On March 27, 2025, the BCC adopted an Ordinance to establish a Type 2 Waiver process to allow parking reductions for Affordable Housing projects. The adoption of that Ordinance inspired the proposed modifications to the Westgate CRA Section of the Code proposes to allow a request to reduce parking through either a Type 1 or Type 2 Waiver process concurrently with a request for a Density Bonus within a mixed-use or residential development. The Waiver request will be dependent on the concurrent administrative or public hearing application for density bonus. If the concurrent application request includes a density bonus of more than 4 units and up to 22 units through the DRO administrative approval process, a Type 1 Waiver may be requested to reduce the WCRA parking by up to 15 percent. If the concurrent application request includes a density bonus exceeding 22 units per acre in a Standard District or any density bonus within a Planned or Traditional Development through BCC approval, a Type 2 Waiver may be requested to reduce parking. Both Waiver applications will be subject to the submittal of a Parking Demand Statement and Management Plan. These documents are required to justify the request for a parking reduction, through the provision of data/information from reliable sources and a comparative analysis of similar developments. The Management Plan specifically demonstrates how the site will be managed with the reduced parking.

**Alternative Motorcycle Parking.** Art. 6 currently allows non-residential development providing 50 or more spaces to utilize motorcycle parking for a maximum of three required on-site parking spaces per 50 spaces. This language allows these spaces to be reduced in size and redesigned to a minimum of four feet wide by nine feet long to accommodate parking of motorcycles. As part of discussions with the WCRA Staff, it was identified that allowing a similar provision for mixed-use projects would further contribute to the ability for sites to accommodate higher densities at a

wide range of incomes. The proposed revisions in this report add an ability for mixed-use and non-residential projects in the WCRAO to incorporate five motorcycle spaces per 50 spaces up to a maximum of ten spaces. As with the Art. 6 language, this provision requires these parking spaces to be identified by a sign. The proposed language requires mixed-use developments to provide a Management Plan pursuant to Art. 6.C.1.A.3.a.2), to demonstrate how onsite parking will be managed and assigned to residents.

### C. Business Impact Estimate

In 2024, the Florida Legislature adopted SB 1628 to remove the exemption for business impact statements related to comprehensive plan and land development regulation ordinances, unless those changes are privately proposed. Consequently, this County initiated land development revision prior to adopting and implementing a comprehensive plan amendment or land development regulation. An analysis of the business impact estimate is provided in Exhibit 2 to demonstrate compliance with the statute on a template provided by the County Attorney's Office. The specific statute language is provided below.

**125.66 Ordinances; enactment procedure; emergency ordinances; rezoning or change of land use ordinances or resolutions.—**

(3)(a) Before the enactment of a proposed ordinance, the board of county commissioners shall prepare or cause to be prepared a business impact estimate in accordance with this subsection. The business impact estimate must be posted on the county's website no later than the date the notice of proposed enactment is published pursuant to paragraph (2)(a) and must include all of the following:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the county.
2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the county, including the following, if any:
  - a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.
  - b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.
  - c. An estimate of the county's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.
3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.
4. Any additional information the board determines may be useful.

(b) This subsection may not be construed to require a county to procure an accountant or other financial consultant to prepare the business impact estimate required by this subsection.

### D. Consistency with the Comprehensive Plan

A review by the Planning Division indicates that the proposed amendments will not result in inconsistencies with the Comprehensive Plan. Revisions will better facilitate the County's U/S Tier policies to encourage sustainable urban infill development, further the policies of the WCRAO in the Comprehensive Plan, and the goals of the CRA's Community Redevelopment Plan. The Planning Division has reviewed the proposed ULDC revisions and have provided the attached letter with a finding of consistency with the Comprehensive Plan as Exhibit 4.

## VI. Assessment and Conclusions

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As demonstrated in this report, this proposed amendment will implement Board direction to allow flexibility in land development standards, providing ways for parking requirements to be reduced, thereby enabling redevelopment and housing production. As redevelopment accelerates in the Westgate CRA district, flexibility and relief mechanisms within the ULDC are needed to facilitate residential and mixed-use projects with greater densities and intensities. These revisions are supported by the goals and objectives of the CRA's Community Redevelopment Plan to encourage the urban infill redevelopment of underutilized sites, while preserving existing viable affordable and workforce housing.

The number of units specified as available in the WCRAO Density Bonus Pool is proposed to be deleted corresponding to an initiated Comprehensive Plan text amendment. Existing language in the Density Bonus Pool section of Article 3, is revised to clarify applicability of the program with other density bonus programs, as well as approval processes. A flexible mechanism for reducing WCRAO parking requirements is proposed for projects that utilize bonus density, taking into consideration the specific circumstances for each site. The number of guest parking spaces are also proposed to be reduced to provide for more flexibility within the CRA.

As such, Staff recommends **approval** of this amendment.

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## **Attachments**

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Exhibit 1-A – Proposed changes in strike out and underline format	E - 1
Exhibit 1-B – Proposed changes in strike out and underline format	E - 3
Exhibit 2 – Support Information from WCRA Staff	E - 7
Exhibit 3 – Business Impact Estimate	E -11
Exhibit 4 – Planning Consistency Determination Letter	E - 13

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## EXHIBIT 1-A

### WCRAO DENSITY BONUS PROGRAM

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This exhibit revises the following Article(s):

#### **ARTICLE 3 – OVERLAYS AND ZONING DISTRICTS**

**Revision Key:** Proposed revisions are shown with new text as underlined, deleted text in strike-out, and relocated text italicized. **Stricken and italicized** means text to be totally or partially relocated. Relocation notes are shown in brackets as [Relocated to: ] or [Relocated from: ]. Unaltered text omitted for brevity is indicated by a series of four bolded ellipses....

**Part 1.    ULDC Art. 3.B.14.H., Overlays and Zoning Districts, Overlays, WCRAO, Westgate Community Redevelopment Area Overlay, Density Bonus Programs, is hereby amended as follows:**

#### **CHAPTER B OVERLAYS AND ZONING DISTRICTS**

....

#### **Section 14    WCRAO, Westgate Community Redevelopment Area Overlay**

##### **H. Density Bonus Programs**

The provisions of Art. 5.G.1, Workforce Housing Program (WHP) apply when WCRAO Density Bonus Program units are not utilized. Residential projects may seek additional density through Art. 5.G.3, Transfer of Development Rights (TDRs) whether or not the project is utilizing the WCRAO Density Bonus Program. The following provisions apply when additional density is utilized through the WCRAO Density Bonus Program. [Ord. 2021-006]

###### **1. Density Bonus Pool**

In accordance with WCRAO Plan Policy 1.2.3-b, an additional 1,300 residential units, that may be utilized for rental and for-sale projects are available in the WCRAO through the WCRAO Density Bonus Pool up to the maximum density per acre as provided below. The maximum density per acre does not include density assigned through the TDR Program pursuant to the following: [Ord. 2006-004] [Ord. 2021-006]

- 1) NRM, up to 20 units per acre;
- 2) NG, up to 30 units per acre;
- 3) NC, up to 50 units per acre;
- 4) UG and UH, up to 150 units per acre;
- 5) NR and UI shall not utilize the Density Bonus Pool.

**Table 3.B.14.H – WCRAO Density Bonus Pool Limits**

Sub-areas	NR	NRM	NG	NC	UG	UH	UI
<b>Max. WCRAO Density Bonus per ac.</b>	N/A	20	30	50	150	150	N/A
<b>[Ord. 2006-004] [Ord. 2021-006]</b>							

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**a. 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]

....

**b. Density Bonus Pool Approval Process**

The review process for a WCRAO Density Bonus Pool approval is based on the ~~range of~~ density bonus ~~units~~ requested, ~~in accordance with Table 3.B.14.H, WCRAO Density Bonus Pool Approval. Notice of all proposed projects shall be forwarded to the County Administrator or designee by the Division responsible for reviewing the application.~~ [Ord. 2006-004] [Ord. 2007-013] [Ord. 2010-022] [Ord. 2021-006]

- 1) Permitted by Right (Standalone Concurrency) within Standard Zoning Districts
  - a) One bonus unit on sites less than one acre;
  - b) Over one bonus unit per acre and up to 4 bonus units per acre;
- 2) DRO Approval - over 4 bonus units per acre and up to 22 bonus units per acre within Standard Zoning Districts
- 3) BCC Approval as Class A Conditional Use
  - a) Over 22 bonus units per acre within Standard Zoning Districts;
  - b) Any bonus unit within a Planned or Traditional Development.

**Table 3.B.14.H – WCRAO Density Bonus Pool Approval**

Approval Process Required (1)	Range of Bonus Units per ac. (3)
<del>Permitted by Right (2)</del>	<del>0.1-4</del>
<del>DRO Approval</del>	<del>4.01-22</del>
<del>BCC Approval</del>	<del>≥ 22.01</del>

~~[Ord. 2006-004] [Ord. 2007-013] [Ord. 2021-006]~~

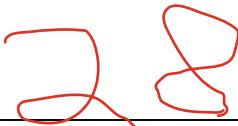
**Notes:**

1. ~~The transfer of density to a PDD or TDD requires approval as a Class A Conditional Use.~~ [Ord. 2006-004] [Ord. 2018-002]
2. ~~Up to one unit may be Permitted by Right for projects less than one acre in size.~~ [Ord. 2006-004]
3. ~~Additional units may be acquired through the County's TDR Program.~~ [Ord. 2021-006]

**c. Incentives for Density Bonus Pool Projects**

Applications for projects utilizing the WCRAO Density Bonus Pool may include requests for one or more of the incentives listed below: The requests shall be consistent with the Plan and receive a WCRA recommendation for approval:

- 1) ~~The Applicant may request~~ to modify or reduce the landscape requirements pursuant to Art. 7, Landscaping subject to a Type 1 Waiver process. ~~The request shall be consistent with the Plan and a WCRA recommendation for approval.~~ [Ord. 2006-004] [Ord. 2021-006]
- 2) ~~The Applicant may request~~ to utilize WHP incentives available under the Full Incentive Option pursuant to Art. 5.G.1.B.2.f, Incentives Available under Full Incentive Option. ~~The request shall be consistent with the Plan and receive a WCRA recommendation for approval.~~ [Ord. 2021-006]



## EXHIBIT 1-B

### WCRAO PARKING

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This exhibit revises the following Article(s):

#### **ARTICLE 2 – APPLICATION PROCESSES AND PROCEDURES**

#### **ARTICLE 3 – OVERLAYS AND ZONING DISTRICTS**

**Revision Key:** Proposed revisions are shown with new text as underlined, deleted text in strike-out, and relocated text italicized. ***Stricken and italicized*** means text to be totally or partially relocated. Relocation notes are shown in brackets as [Relocated to: ] or [Relocated from: ]. Unaltered text omitted for brevity is indicated by a series of four bolded ellipses....

**Part 1. ULDC Art. 3.B.14.I., Overlays and Zoning Districts, Overlays, WCRAO, Westgate Community Redevelopment Area Overlay, Parking and Streets, is hereby amended as follows:**

#### **CHAPTER B OVERLAYS**

##### **Section 14 WCRAO, Westgate Community Redevelopment Area Overlay**

###### **I. Parking and Streets**

###### **1. Parking**

....

###### **c. Allowable Reductions in Required On-Site Parking Requirements**

*Unless stated otherwise in this Section, parking and loading shall be in accordance with Table 6.B.1.B, Minimum Parking and Loading Requirements. The required amount of on-site parking may be reduced in accordance with any of the following provisions. These provisions may be applied cumulatively.* [Ord. 2006-004] [Ord. 2007-013]

###### **1) Mixed-Use and Residential Parking Requirements UG, UH, NRM, NG, and NC Deviations**

*The parking requirements for mixed-use projects or residential projects shall be as follows: Deviations in the required parking specified in Table 6.B.1.B, Minimum Parking and Loading Requirements shall be permitted for mixed-use or residential projects in the UG, UH, NRM, NG, or NC Sub-areas as specified in Table 3.B.14.I, WCRAO Mixed-Use and Residential Parking Deviations.* [Ord. 2006-004] [Ord. 2007-013]

###### **a) Multifamily Residential**

*(1) One bedroom: 1 space per unit.*

*(2) Two bedrooms: 1.5 spaces per unit.*

*(3) Three or more bedrooms: 2 spaces per unit, or 1.5 spaces per unit for any unit required to be deed restricted for very-low and low-income households.*

*(4) Guest parking: 1 space per 5 units.*

**b) Commercial Uses**

- (1) General Retail Sales: 3 spaces per 1,000 square feet.
- (2) Restaurant: 1 space per 4 seats.
- (3) Cocktail Lounge: 1 space per 4 seats.
- (4) Hotel or Motel (other areas calculated separately): 1.25 spaces per room.
- (5) All other Commercial Use Classification uses: 2.5 spaces per 1,000 square feet.

**c) Alternative Vehicle Parking**

**(1) Motorcycle Parking.** For any mixed-use or non-residential development providing 50 or more spaces, a maximum of five required on-site parking spaces per 50 spaces, may be reduced in size and redesigned to a minimum of four feet wide by nine feet long to accommodate parking of motorcycles up to a maximum of ten spaces. When provided, these parking spaces shall be identified by a sign. Mixed-use developments must provide a parking analysis and management plan pursuant to Art. 6.C.1.A.3.a.2), to demonstrate how onsite parking will be managed and assigned to residents. [Ord. 2020-001]

**d) Waiver**

Zoning applications requiring 20 or more parking spaces that are requesting a WCRA Density Bonus may include a request for a Waiver to reduce required parking by up to 15 percent as provided below:

- (1) Density Bonus applications over 4 bonus units per acre and up to 22 bonus units per acre through the DRO approval may request a Type 1 Waiver for the parking reduction.
- (2) Density Bonus applications over 22 bonus units per acre within Standard Zoning Districts, or any density bonus units within a Planned or Traditional Development through the BCC approval process may request a Type 2 Waiver for the parking reduction.
- (3) The parking reduction waiver request is subject to the requirements of Art. 6.C.1.A.1, Supplemental Application Requirements and Art. 6.C.1.A.3.a.2) Parking Demand Statement, including the parking analysis and management plan.

**Table 3.B.14.I – WCRAO Mixed-Use and Residential Parking Deviations**

Use	Parking			
	1 Bedroom	1 per unit plus required guest parking		
	2 Bedroom	1.5 per unit plus required guest parking		
	≥ 3 Bedrooms	2 spaces per unit plus required guest parking (2)		
Hotel or Motel (other areas calculated separately)	1.25 per room			
Office, Business or Professional and Medical or Dental	2.5 per 1,000 sq. ft.			
Commercial Uses	2.5 per 1,000 sq. ft.			
Commercial, General Retail Sales	3 per 1,000 sq. ft.			
Restaurant, Cocktail Lounge	1 per 4 seats			
[Ord. 2006-004] [Ord. 2007-013] [Ord. 2017-002]				
<b>Notes:</b>				
1.	Unless stated otherwise in this Section, parking and loading shall be in accordance with Table 6.B.1.B, Minimum Parking and Loading Requirements. [Ord. 2006-004] [Ord. 2007-013]			
2.	A parking ratio of 1.5 spaces per unit plus required guest parking shall also be permitted for any unit required to be deed restricted for very low and low income households. [Ord. 2007-013]			

## **2. Redevelopment Loading Option**

To further development of WCRAO smaller parcels in the NRM, NG, NC, UG, or UI Sub areas that promote the form based code principles of the WCRA Plan, the WCRA Executive Director may authorize the use of access aisles or other similar location on a site with structures less than 25,000 square feet in size, to also be used as loading areas, subject to the following: [Ord. 2007-013]

### **a. Application**

An application shall be submitted to the WCRA in a form established by the Executive Director of the WCRA. The application shall include a loading demand study that addresses the minimum standards of this Section. [Ord. 2007-013]

### **b. Standards**

The following standards shall apply to any shared location for a required loading zone: [Ord. 2007-013]

- 1) Demonstrate that site constraints or the benefits of an alternate loading zone is needed to allow for the development, including efforts to maximize potential FAR or density; [Ord. 2007-013]
- 2) Identify the size and types of uses that will be using the alternate loading zone, to include turnover rates and peak loading hours; [Ord. 2007-013]
- 3) Demonstrate that the proposed alternate loading zone will not adversely impact required vehicle stacking at entrances, block building entrances, emergency vehicle access, or parked vehicles; [Ord. 2007-013]
- 4) Identify the dimensions and types of vehicles that will use the alternate loading zone; [Ord. 2007-013]
- 5) Incorporate other available data, including but not limited to: traffic engineering or other Planning studies demonstrating the feasibility of the request; [Ord. 2007-013]
- 6) The use of the site may be limited to the size and types of uses indicated in the approved loading zone study; [Ord. 2007-013]
- 7) The site design shall provide sufficient maneuvering area and turning radii for proposed delivery vehicles; and, [Ord. 2007-013]
- 8) If located in an access aisle, a minimum ten foot wide by pass shall be maintained along the entire length of the designed alternative loading area. [Ord. 2007-013]

### **c. Approval Letter and Documentation**

The WCRA Executive Director shall recommend approval or denial of the application within the timeframes established under Art. 3.B.14.D.1.b, Timeframe for Response. The WCRA Executive Director shall issue a letter to the Applicant indicating their recommendation. [Ord. 2007-013]

## **2 3. Access and Circulation System**

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**Part 2. ULDC Art. 3.B.16.F.9.b.2), Overlays and Zoning Districts, Overlays, Urban Redevelopment Area Overlay (URAO), PRA Design and Development Standards, Parking and Loading Standards, Parking Ratios, Residential is hereby amended as follows:**

## **CHAPTER B OVERLAYS**

### **Section 16 Urban Redevelopment Area Overlay (URAO)**

#### **F. PRA Design and Development Standards**

##### **2) Residential**

Multifamily residential parking ratios may be reduced in accordance with Art. Table 3.B.14.I.1.c.1a), Multifamily Residential WCRAO Mixed-Use and Residential Parking Deviations. [Ord. 2010-022]

**Part 3. ULDC Art. 2.B.7.D.2.d, Application Processes and Procedures, Public Hearing Processes, Types of Applications, Type 2 Waiver, Applicability, is hereby amended as follows:**

## **CHAPTER B PUBLIC HEARING PROCESSES**

### **Section 7 Types of Applications**

#### **D. Type 2 Waiver**

##### **d. Parking, Buffers, and Landscaping**

1) .... Unaltered text omitted for brevity

7) Art 3.B.14.I.1.c.1d), for parking for WCRAO Mixed-Use or Residential Projects.

**Part 4. ULDC Art. 2.C.5.G.2.a.4), Application Processes and Procedures, Administrative Processes, Types of Applications, Type 1 Waiver, Applicability, Overlays, is hereby amended as follows:**

## **CHAPTER C ADMINISTRATIVE PROCESSES**

### **Section 5 Types of Applications**

#### **G. Type 1 Waiver**

##### **2. Applicability**

Requests for Type 1 Waivers shall only be permitted where expressly stated within this Code or indicated below: [Ord. 2011-016] [Ord. 2012-027] [Ord. 2016-042] [Ord. 2018-002] [Ord. 2019-005] [Ord. 2020-020] [Ord. 2021-006] [Ord. 2024-020]

##### **a. Overlays**

4) Art. 3.B.14.H.1.c.1) for landscaping for WCRAO Density Bonus Pool projects; and, Art. 3.B.14.I.1.c.1d), for parking for WCRAO Mixed-Use or Residential Projects. [Ord. 2024-020]

5) Table 3.B.15.G, Type 1 Waivers, for IRO Waivers. [Ord. 2012-027] [Ord. 2018-002] [Ord. 2024-020]

6) Table 3.B.16.G, Type 1 and 2 URAO Waivers, for URAO Waivers. [Ord. 2012-027] [Ord. 2018-002] [Ord. 2021-006] [Ord. 2024-020]

## EXHIBIT 2

### SUPPORT INFORMATION FROM WCRA STAFF

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#### A. WCRAO Density Bonus Program

Art. 3.B.14.H, Density Bonus Programs allows residential density to be increased beyond the future land use with special provisions and incentives for the delivery of those projects that utilize the Density Bonus Pool. The current regulations and proposed revisions are summarized below.

- **Density Bonus Pool.** Corresponding to an initiated Comprehensive Plan text amendment, the number of units specified as available in the WCRAO Density Bonus Pool is proposed to be deleted. Since this language references Policy 1.2.3-b residential units, indicating the specific number, it does not need to be repeated in the ULDC. The CRA is currently proposing to amend Future Land Use Element (FLUE) Sub-Objective 1.2.3., Westgate/Belvedere Homes Community Redevelopment Area Overlay (WCRAO), specifically Policy 1.2.3-b, Density Bonus Pool. In 2005, the Board of County Commissioners recognized the Westgate/Belvedere Homes Community Redevelopment Area as a receiving area for commercial and residential bonus provisions beyond what is contemplated by the future land use and established a density pool of 1,300 bonus units. The acceleration of constructed, entitled and planned residential development in the CRA district is depleting the pool. The amendment seeks to increase the number of bonus units to support the Agency's next 15-year build out development horizon, and the ongoing need for housing production countywide. This concurrent ULDC revision is proposed to delete the number of units since this language references Policy 1.2.3.b, indicating the specific number of units available in the pool, and does not need to be repeated in the ULDC.
- **WCRAO Density Bonus Pool Limits** are assigned per WCRAO Sub-area based on a maximum number of density bonus per acre. There is no change to these limits proposed through this revision. The table is deconstructed, and the existing maximums reiterated in a list format, clarifying that Sub-areas set aside for single family neighborhoods (NR) and industrial development (UI) may not access additional density through the program.
- **WCRAO Density Bonus Pool Approval Processes.** There is an uptick of small-scale residential projects in the CRA district on parcels less than one-acre seeking to utilize one additional unit from the WCRAO Density Bonus Pool; these projects contribute to incremental redevelopment and 'missing middle' infill workforce housing stock. Table 3.B.14.H – WCRAO Density Bonus Pool Approval, Footnote 2. is intended to allow up to one unit as Permitted by Right for projects less than one acre in size; this note, interpreted as a limitation, could trigger a full DRO approval for one unit, unnecessarily extending the review process. The revision clarifies that one unit from the Density Bonus Pool is Permitted by Right for projects less than one acre in size.

Table 3.B.14.H is revised to further clarify that the Pool of units may be utilized for up to 4 units per acre for infill housing projects on small sites through Standalone Concurrency, without the need for DRO review. WCRAO Density Bonus Pool Approval is proposed to be revised to add "Standalone Concurrency" to the requirement for approval for permitted by right bonus density to ensure levels of service are met, and to clarify that projects exceeding the bonus density range of 22 bonus units per acre are subject to a Class A Conditional Use approval, including any request for density bonus for planned or traditional developments.

Existing language related to the acquisition of TDRs through the Transfer of Development Rights Program is relocated to introductory section language; the revision also clarifies that the maximum density per acre permitted through the WCRAO Density Bonus Program

does not include density allocated through the TDR Program, allowing both programs to be utilized in a layered approach, as with other density bonus programs. Clean-up revisions will remove the requirement for notice of bonus density projects to be forwarded to the County Administrator.

Existing language in 3.B.14.H.1.c. Incentives for Density Bonus Pool Projects is revised to better clarify that projects utilizing the Pool may also request a Type 1 Waiver to reduce requirements for landscaping, and that projects may access WHP incentives available under the Full Incentive Option. The revision also proposes to eliminate the current requirement for CRA approval to utilize the incentives in this section. The CRA reviews and provides recommendation on most Zoning applications with the WCRAO, including Waivers, as a part of its development review role. This revision clarifies that all Zoning approvals fall under the purview of the Zoning Division, and the approvals processes outlined in the ULDC.

## **B. WCRAO Residential and Mixed-Use Parking Standards**

The WCRAO provides alternative standards and provisions that deviate from ULDC regulations that favor more suburban development patterns. Most projects within the boundaries of the redevelopment area are required to utilize WCRAO standards. Sub-area land development regulations and supplementary standards require an urban building massing and frontage along the front property line, and access and parking at the rear to promote urban and infill development within the redevelopment area. WCRAO standards typically allow for more project square footage and buildable site area since PDRs such as setbacks, landscape buffers, and parking ratios are reduced, and height, as well as density, through the WCRA Density Bonus Program, are increased. Regulatory incentives within the zoning overlay promote and support urban infill mixed-use development in a shared parking scenario, allowing for the development of sub-standard CG-zoned lots which otherwise would not occur. These provisions are often in conflict with Zoning and other Agency site requirements, particularly when residential densities are increased beyond what is contemplated by a site's FLU, and compliance is difficult to achieve without the need for a variance, or a redesign that can result in a loss of housing units.

- **WCRAO Parking Ratios & Guest Parking.** The CRA district has adequate transit coverage along its collector and arterial roadways, linking the district to the West Palm Beach Intermodal Transit Center, which connects to Palm Tran transfer routes, Tri-Rail, and Amtrak. The ITE Parking Generation Manual (5th Edition) states that the average peak parking demand for mid-rise multi-family housing (Land Use #221) in semi-urbanized areas is 1.31 parking spaces per unit and the 85<sup>th</sup> percentile parking demand is 1.47 spaces per dwelling unit. Clean up revisions are included so that parking notes for commercial uses in Table 3.B.14.I mirror those in the ULDC; the Table is proposed to be deleted and converted to text format. All references to deviations or reductions would be removed from the section, allowing WCRAO residential and mixed-use parking in Table 3.B.14.I to stand as the baseline. Existing language for curbside parking is relocated for better section flow.

The revision further proposes to reduce the guest parking ratio for residential and mixed-use projects in the WCRAO to 1 space per 5 units, or 20%, offering a further incentive to developers to concentrate residential density in the CRA district. The County's guest parking ratio is 1 space per 4 units, or 25%. Research has shown that across multiple south Florida jurisdictions, the guest parking ratio sits at an average of approx.15%. Municipal areas outside of the downtown core of West Palm Beach have a parking ratio of 1 space per 5 units, or 20%. Many jurisdictions are silent on guest parking. Few have a

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25% requirement, particularly those that are more urbanized. A reduced guest parking ratio in the WCRAO can serve as a pilot for other areas of the County that offer increased densities.

**Waivers as Flexible Regulations.** Multiple jurisdictions, including the County, have established waivers in order to establish the ability for flexible development regulations. Waivers allow request for modifications to land development regulations considering the unique circumstances of individual properties, subject to data and analysis and the ability to meet established waiver standards. Pursuant to ULDC Art. 2.C.5.G.1, Purpose, a Type 1 Waiver is to allow *“flexibility and minor adjustments to the property development regulations; site design; preservation or incorporation of existing native vegetation; or, for an improved site design where alternative solutions can be permitted subject to the criteria.”* Whereas a waiver process allows flexibility, a variance process is based upon proof a hardship that is not self-inflicted. With each application on a case-by-case basis, the proposed language requires Applicants to demonstrate the need for the waiver in the Justification Statement, Parking Demand Statement and Parking Management Plan. This will ensure that the need for the proposed reduction is demonstrated through relevant traffic engineering data. Further, these waivers will be connected with project uses, and would come under scrutiny if a new use is proposed. A use change at a future date may require the redesign of the site.

- **WCRAO Parking Standards for Residential & Mixed-Use Development.** The Board of County Commissioners, in adopting Ord. 2006-004, approved WCRAO minimum parking ratios in Table 3.B.14.I to be used by right. Yet, WCRAO redevelopment parking standards still lack the flexibility needed for more urbanized projects with increased density that have access to transit connections and proximity to job centers that would reduce the need for an automobile. Art. 6.C.1 allows an overall reduction in required parking of up to 15% through approval of a Type 1 Waiver, limited to sites that have a minimum of 20 required parking spaces. However, this waiver is not available to projects in the WCRAO that also use ratios for WCRAO Mixed Use and Residential Parking. Requests for greater than a 15% reduction require approval by the Zoning Commission as a Type 2 Variance.

This revision proposes to place the option for an administrative Type 1 Waiver and a BCC approved Type 2 Waiver within the WCRAO for use by residential and mixed-use projects, particularly those that utilize the WCRAO Density Bonus Program, or propose a mix of residential and commercial uses. The Waiver request will be dependent on whether the parent application requires an administrative approval or a public hearing approval. If the parent application requires an administrative approval, a Type 1 Waiver may be requested to reduce the WCRA parking by up to 15 percent. If the parent application requires a public hearing approval, a Type 2 Waiver may be requested to reduce parking.

This amendment is unlike the County’s recent amendment for Affordable Housing Program Type 2 Waiver for a parking reduction which has the single objective of reducing parking exclusively for AHP multifamily projects within the URA. The multiple intent of this revision is that the Waiver request would not be exclusive to residential parking ratios, but could apply to either residential or mixed-use projects.

This revision is meant to provide the Zoning Director and the BCC with a mechanism to reduce WCRAO residential parking requirements, when reasonable, without the need for a variance.

This revision requires the applicant to meet the standards for the applicable Type 1 or Type 2 Waiver per Art. 2. In a mixed-use development scenario, an applicant would need to demonstrate that the mix of residential and commercial uses have varying peak hour demands that would not strain parking. The amendment would also require an applicant to provide an additional parking analysis and parking management plan to ensure proper

on-site management of vehicles, similar to the recently approved Type 2 Waiver for parking reduction for Affordable Housing Program Parking.

- **Redevelopment Loading Option.** Ord. 2020-001 amended the required location of loading spaces to include the provision contained in Art. 6.E.3.C., Alternative Design Options, which allows parking spaces and the drive aisle to be used in lieu of providing a designated loading space during non-business hours. This revision benefits the site design of smaller commercial or mixed-use projects that previously depended upon relief from WCRAO Art. 3.B.14.I.2. option for loading, but were also restricted by a minimum building size to access this provision. The WCRAO Redevelopment Loading Option is proposed to be deleted in favor of Art. 6.E.3.C. which is offered by right. Most uses that would opt for the WCRAO Loading option are mixed use projects with compatible ground floor commercial uses that do not generate a high demand for loading during business hours.

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## EXHIBIT 3

### BUSINESS IMPACT ESTIMATE

**Meeting Date: September 25, 2025 – BCC Zoning Hearing**

#### **Proposed Ordinance Title/Reference:**

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA; AMENDING THE UNIFIED LAND DEVELOPMENT CODE, ORDINANCE 2003-067, AS AMENDED, AS FOLLOWS: REVISION FOR **WESTGATE COMMUNITY REDEVELOPMENT AREA OVERLAY RESIDENTIAL AND MIXED-USE PARKING WAIVER**, AMENDING ARTICLE 3 – OVERLAYS AND ZONING DISTRICTS; ARTICLE 2 – APPLICATION PROCESSES AND PROCEDURES; PROVIDING FOR: INTERPRETATION OF CAPTIONS; REPEAL OF LAWS IN CONFLICT; SEVERABILITY; A SAVINGS CLAUSE; INCLUSION IN THE UNIFIED LAND DEVELOPMENT CODE; AND, AN EFFECTIVE DATE.

#### **Summary of Proposed Ordinance and Statement of Public Purpose to be Served:**

The proposed modifications to the County's Unified Land Development Code (ULDC) will revise land development regulations to reduce parking requirements for projects in the Westgate Community Redevelopment Area Overlay (WCRAO). The revisions establish an Administratively Approved Type 1 Waiver and a Type 2 Waiver approved by the Board of County Commissioners to allow parking reductions for residential and mixed-use projects as an alternative to a Type 2 Variance approved by the Zoning Commission. The revisions also include clarifications on the maximum allowed density through the WCRAO Density Bonus Pool within a Subarea and the approval process for projects seeking additional density through the Density Bonus Pool.

The Public Purpose to be served is to establish an additional method for proposed WCRAO residential projects reduce parking requirements through allowing consideration of the unique attributes of each project including parking demand and management, access to mass transit, and pedestrian networks. The Waiver processes are a more suitable technique to incorporate flexible development regulations rather than a variance process. The proposed ULDC revisions will remove hindrances to higher density housing developments, therefore fostering additional housing to contribute to public welfare. The revisions to clarify maximum densities and approval processes will aid in the better understanding by the general public of regulations within the WCRAO.

#### **Estimate of Direct Economic Impact on Private/For Profit Businesses:**

- a. Estimate of Direct Business Compliance Costs: There will be no direct compliance costs that businesses may reasonably incur if the ordinance is enacted. This ULDC revision establishes a Type 1 and Type 2 Waiver option for residential and mixed-use applications rather than the existing mechanism to reduce parking through a Type 2 Variance. Further, any request for the reduction of parking is optional and not mandatory. There are no fees associated with the allocation of WCRAO density bonus; therefore, providing the alternative Type 1 and Type 2 Waivers Waiver will not result in any additional costs.

- b. New Charges/Fees on Businesses Impacted: There will be no new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.
- c. Estimate of Regulatory Costs: There will be no additional regulatory costs, and no additional revenues since there will be no new charges or fees that will be imposed on businesses to cover such costs.

**Good Faith Estimate of Number of Businesses Likely Impacted:**

These ULDC revisions proposes a flexible optional for parking reduction for projects in the WCRAO that is already allowed by a variance. It is estimated that several businesses per year could take advantage of the waivers proposed by this ordinance. Revisions to clarify regulations will positively impact businesses through better understanding of the application of regulations.

**Any Additional Information:** None.

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## EXHIBIT 4

### PLANNING CONSISTENCY DETERMINATION LETTER

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**Planning, Zoning  
& Building Department**

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

Planning Division 233-5300  
Zoning Division 233-5200  
Building Division 233-5100  
Code Compliance 233-5500  
Contractor Regulations 233-5525  
Administration Office 233-5005  
Executive Office 233-5228  
[www.pbc.gov/pzb](http://www.pbc.gov/pzb)

■

**Palm Beach County  
Board of County  
Commissioners**

Maria G. Marino, Mayor  
Sara Baxter, Vice Mayor  
Gregg K. Weiss  
Joel G. Flores  
Marci Woodward  
Maria Sachs  
Bobby Powell Jr.

**County Administrator**

Joseph Abruzzo

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September 29, 2025

**VIA E-MAIL:** [c/o dpennell@pbc.gov](mailto:c/o dpennell@pbc.gov)

Westgate CRA, Palm Beach County  
Mr. Ronald L. Daniels  
CRA Board Chair  
1280 Old N. Congress Avenue, Suite 215  
West Palm Beach, FL 33409

**Re: Westgate CRA - Chickamauga Redevelopment Site 2607, 2627 and 2631  
Chickamauga Avenue, West Palm Beach, FL - FDEP File Number ERIC-  
18531( the " Property")**

Dear Mr. Daniels:

We are pleased that you have engaged Akerman LLP ("Akerman" or the "Firm") to represent Westgate CRA, Palm Beach County ("Client"). This letter provides the terms and scope of the engagement. A copy of our standard terms and conditions of engagement is enclosed for your review and is incorporated by reference and made a part of this engagement letter. In the event of any inconsistencies between this engagement letter and those of the standard terms and conditions of engagement, the provisions of the engagement letter will control. If there are questions concerning this engagement letter, including our standard terms and conditions of engagement, please give us a call.

**Scope of Engagement.** We have been engaged to provide legal advice to Client in connection with responding to the Florida Department of Environmental Protection's ("FDEP") Comment Letter dated May 1, 2025, and the underlying FDEP District Support Program Memo dated March 25, 2025. The scope of work will include negotiating with FDEP regarding the appropriate requirements under Chapter 62-780, Florida Administrative Code to address the identified soil impacts. The scope of work will also include as Task 1, assisting Client with seeking FDEP approval to proceed with the planned redevelopment based upon the existing soil and groundwater data collected to date by Stantec, and seeking FDEP authorization to allow the Client to perform an interim source removal of limited hot spot soils located on the Property, and identified in the Stantec Site Assessment Report dated December 7, 2023. For budget purposes,



we are estimated 15-20 hours at \$725 per hour so a range of \$10,875 to \$14,500 for completion of Task 1, for a cost not to exceed \$14,500. If requested by the Client, for Task 2, the scope of work will also include assisting with negotiating and executing a Brownfield Site Rehabilitation Agreement for the Property to support a potential application for Voluntary Cleanup Tax Credits for the planned soil removal activities. For budget purposes, we are estimated 7-10 hours at \$725 per hour so a range of \$5,075-\$7,250 for completion of Task 2, for a cost not to exceed \$7,250. We have agreed that this engagement is limited to performing legal services related to this matter and, unless we agree otherwise, in writing (including by email), we are not undertaking to represent Client or its interests in any other matter. We may agree to limit or expand the scope of this representation from time to time, provided such change is reflected in a written confirmation (including by email) between Client and our Firm, and including an updated budget. Although Akerman will use its best efforts to strive to represent Client effectively, Akerman cannot guarantee success and payment of Akerman's bills is not contingent upon the outcome of the matter or the result obtained.

**Staffing.** Primary responsibility for this engagement will initially be assumed by Robyn D. Neely. Other attorneys and legal assistants may also be assigned to this matter. Staffing will depend primarily on the judgment of Akerman as to the experience and expertise required to properly discharge its professional responsibilities.

**Fees.** The principal basis for computing our fees will be the amount of time spent on the matter by various lawyers and legal assistants multiplied by their individual hourly billing rates. The time required to perform services is recorded and hourly rates are applied to the recorded time in the billing process. Current rates for lawyers range from \$320.00 to \$2,200.00 per hour, and for legal assistants from \$175.00 to \$555.00 per hour depending upon the skill and experience level of the person performing the services. The current hourly rate for Robyn D. Neely is \$725.00 and the current hourly rate for Monica Silva is \$400.00. Please note that our hourly rates are typically adjusted annually and may be adjusted at other times during each year.

**Retainer.** It is the practice of Akerman to require a retainer when we undertake new representation. As an existing client, Akerman will not require a retainer at this time. Akerman also reserves the right to require, and Client agrees to provide, additional retainer(s) to secure payment of its statements depending upon the scope of services anticipated as this representation progresses including, but not limited to upcoming arbitration, trial, etc.

**Choice of Law.** The relationship between you as Client and the Firm, including the validity, construction, and enforceability of this engagement letter, shall be governed in all respects by the law and professional conduct rules of State of Florida, without regard to conflicts of laws principles.

**Consent to Future Conflicts.** As you know, Akerman is a large law firm and represents many other companies and individuals in many other matters. Thus, during the time we are representing Client, we may also represent other present or future clients in disputes or transactions adverse to Client that are unrelated to this representation.



Akerman understands and agrees that this is not an exclusive agreement and Client is free to retain other counsel of Client's choosing. Also, Akerman recognizes that Akerman shall be disqualified from representing any other client with interests materially and directly adverse to Client in any matter substantially related to Akerman's representation of Client.

Based on the foregoing, Client agrees that Akerman's representation of Client in this matter will not disqualify Akerman from in the future opposing it in litigation, transactions, or other legal matters that are unrelated to the subject matter of this representation, and Client consents to waive any conflict of interest with respect to those representations. Client agrees that Akerman's representing it in this matter will not prevent Akerman from representing clients adverse to Client in other matters and that Client consents in advance to Akerman undertaking such adverse representations. Akerman agrees, however, not to use any proprietary or other confidential information of a nonpublic nature concerning Client acquired by Akerman as a result of our representation of Client to its disadvantage in any litigation or other matter in which we are opposed to Client.

If you have any questions regarding the foregoing waiver, or if you believe a modification or clarification is appropriate in connection with our representation of Client, please do not hesitate to contact us or other counsel for advice.

We appreciate your confidence in Akerman and look forward to working with you. This engagement letter may be signed in counterparts. Facsimile or imaged signature pages executed by the Firm and/or Client shall be effective as original signatures.

Please indicate your agreement with the foregoing by signing below and returning this signature page to us (or by sending us an e-mail that you agree to this engagement letter) along with the retainer set forth above, so that we may commence work. By signing below or confirming via email, you agree that you have read and fully understand the foregoing and the Standard Terms and Conditions of this engagement, including the Consent to Representation of Law Firms advanced waiver on the last page of the Standard Terms and Conditions. Please call or email me if you have any questions.

Very truly yours,

*Robyn D. Neely*

Robyn D. Neely

A red ink signature of the name "Robyn D. Neely" is written in a cursive, flowing style. The signature is positioned below the typed name and above the page number.

**AGREED AND ACCEPTED:**

**WESTGATE CRA PALM BEACH COUNTY**

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

Name: Mr. Ronald L. Daniels

Title: Westgate CRA Board Chair

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



**AKERMAN LLP**  
**STANDARD TERMS AND CONDITIONS OF ENGAGEMENT**

The following standard terms and conditions of engagement are incorporated in and made a part of the engagement letter for each matter for which Akerman LLP ("Akerman" or "Firm") is engaged to represent "Client," as defined in the engagement letter. In the event of any inconsistencies between the terms of the engagement letter and those of these standard terms and conditions of engagement, the terms of the engagement letter will control.

**Additional Terms and Conditions Regarding Scope of Engagement.** The scope of Akerman's engagement is set forth in the attached engagement letter, including these standard terms and conditions of engagement, and is limited to such description. Any changes or additions to the scope of Akerman's engagement, which we would be pleased to consider, must be agreed to and memorialized in writing prior to such change or addition taking effect. An attorney-client relationship between Akerman and the Client exists during the times when Akerman is actually performing work for the Client on a particular matter. This engagement letter creates a structure for establishing future engagements and attorney-client relationships on an as-requested basis by the Client and subject to written confirmation of acceptance by Akerman. It does not create an attorney-client relationship absent an actual request by Client for representation in a particular matter and Akerman's written acceptance of representation in a particular matter. Akerman reserves the right to decline representation in a particular matter. Unless the description of the scope of Akerman's engagement in the engagement letter states otherwise, Akerman's engagement does not include responsibility for (1) review of Client's insurance policies to determine the possibility of coverage for either the matter Akerman is handling or our fees and costs; (2) notification to Client's insurance carriers about the matter; (3) advice to Client about Client's disclosure obligations concerning the matter under state or federal securities or tax laws; (4) advice about tax issues that relate to the matter; or (5) other specialized areas of law unrelated to the specific representation which the Firm has undertaken. (Akerman has very capable attorneys in these areas who would be happy to discuss the terms under which they would undertake such representation). Akerman will not provide business, investment, or accounting advice regarding the matter and we will consider that you have independently obtained such advice or do not consider it necessary or relevant to the representation which we have undertaken. Legal services provided are solely for the benefit of Client unless

Akerman and Client otherwise expressly agree in writing. In addition, Client may not assign its claims handled by Akerman without the express prior written agreement of Akerman.

**Exclusion of Owners, Subsidiaries, Officers, Directors, Employees and Other Affiliates.** Akerman's client for purposes of the Firm's representation is the Client as identified in the engagement letter for the matter, and not, unless expressly named in the engagement letter, any "Affiliates" of Client. Unless otherwise agreed in writing by Client and Akerman, Client agrees that Akerman's representation of Client in this matter does not give rise to a lawyer-client relationship between Akerman and any Affiliates of Client. Accordingly, unless otherwise agreed in writing by Client and Akerman, the Firm's representation of Client in this matter will not give rise to a conflict of interest in the event the Firm represents other clients adverse to a Client Affiliate in other matters. "Affiliates" of Client that are excluded from the meaning of Client include, but are not limited to (1) shareholders or constituent partners, members, or other equity stakeholders, (2) parent, sister, brother and subsidiary companies, (3) joint ventures, limited partnerships, general partnerships, limited liability companies, or other unincorporated entities in which Client may have an ownership interest, (4) officers, (5) directors, (6) employees, or (7) any other party related by family relationship, management position or capacity, contractual, cross-ownership or otherwise. *Should you feel it necessary and appropriate to change the identified client or to include any of the foregoing within the definition of "Client" for a particular matter, please do not hesitate to discuss the matter with us before signing the engagement letter.* The Firm's objective in this policy is to avoid situations where (1) true clients or parties in interest being represented by Akerman find themselves being sued or in an adverse position to another client of Akerman because our records did not properly identify the client, or (2) after undertaking our representation of you (or another client), and investing considerable time and dollars on your behalf, Akerman is forced to withdraw from a representation because of a conflict which could have been identified earlier with accurate client identification at the inception of our attorney-client relationship.

**Information/Client Responsibilities.** Akerman will seek to keep Client informed of the status of matters. However, Client should feel free to contact us at any time with questions and comments.



Client agrees to provide Akerman with all information that Akerman believes is necessary or appropriate to fulfill our professional responsibilities, and cooperate with us in matters such as fact investigation, preparation of pleadings, discovery responses, and required court or decisional-body appearances. Client's responsibilities include the following: abiding by the engagement letter, paying bills on time, and keeping Akerman advised of Client's address, telephone number and whereabouts. Client further agrees that without Akerman's express prior written consent, Client will not use Akerman's name or the fact of its engagement in any form of advertising or solicitation of business.

**Fees and Reimbursable Costs, along with applicable sales or other taxes, will be calculated and assessed for the representation of Client as follows:**

**Fees.** Akerman will bill Client on a monthly basis unless otherwise specified in the engagement letter for a specific matter. Each bill will provide a detailed description and accounting of services rendered during the immediately preceding month. The "services rendered" will be broken down into two separate components: (1) legal services provided by our attorneys, paralegals and other professionals, and (2) reimbursable costs and expenses incurred by Akerman in connection with its representation of Client. With respect to legal services, Client will be billed on an hourly basis (unless otherwise specified in the engagement letter) at rates which will vary with the nature of the matter, as well as with the experience and skill of the attorney, paralegal or professional rendering the services. Please note that our regular hourly rates are typically adjusted annually and may be adjusted at other times during each year.

The time charges recorded by attorneys are not absolutes to which Akerman adheres without analysis of the time that has been spent. They serve as "benchmarks" which ordinarily are followed. Each month, before bills are submitted, a review is performed to assess the nature of the services performed for the client. In charging for our services, Akerman will consider all the factors outlined in the applicable ethical rules. These include the time and labor required, the novelty and difficulty of the legal issues, the skill required to properly perform the services, the experience, reputation, and ability of those performing the services, any time limitations imposed, the circumstances, the amount involved and the results obtained. In the event that a court or other decisional body (such as an arbitrator) awards attorney's fees in excess of our actual billings, or such is agreed in any settlement or related transaction, it is agreed that, in addition to the amount Client is obligated to pay, Akerman will be entitled 82443905;3

to recover the amount of such excess from the opposing party. Additionally, Akerman retains the right to recover its fees from any recovery resulting from its services.

Under certain circumstances, the Client may be entitled to recover its attorney's fees and costs from an adverse party. Because fees and costs awards are totally unpredictable, the Client expressly agrees that it is the Client's obligation under this Agreement to pay all attorney's fees and costs due Akerman, without giving any effect to the recovery of any costs and attorney's fees from any adverse party. In the event Client has paid costs and attorney's fees which are subsequently recovered from an adverse party, those amounts will be used first to pay all costs and fees due Akerman hereunder, with the balance then being paid to the Client. The amount of the court award of costs and attorney's fees, if any, does not set or limit the attorney's fees due Akerman in any way. The collection of fees from the adverse party is an additional Akerman service, and the Client is expected to pay Akerman a further fee on the same basis as set forth in the Agreement for performing such service. In regard to any amounts which may be recovered for the Client, whether through litigation or otherwise, those amounts will be paid to the trust account of Akerman and will be used to pay all costs and attorney's fees due Akerman hereunder, with the balance then being paid to the Client.

Additionally, if in response to Client's request or by requirement of lawful process Akerman testifies; gathers and/or produces documents; responds to document hold or production requests; or responds to any other requests in connection with possible, threatened or actual proceedings commenced by third parties that relate to Akerman's representation of Client, Client agrees to pay Akerman its reasonable fees and costs incurred.

Although Akerman will use its best efforts to represent Client effectively, Akerman cannot guarantee success and payment of our bills is not contingent upon the outcome of the matter or the results obtained. Please let Akerman know if there are ever any questions concerning our billing or the basis of our charges.

**Reimbursable Costs and Expenses.** The second component of "services rendered" shown on the bill will be a summary of costs and expenses by category which includes, but is not limited to, expenses such as filing fees, court reporter fees, witness fees, deposition transcripts, court costs, expert charges, audit response letters, long distance telephone, postage, photocopy/scan/print charges, facsimile charges, secretarial and word processing overtime, video conferencing, overnight or special delivery services, research services (such as Westlaw and

LEXIS), travel, lodging, meals, and costs related to the collection and imaging of records. Such expenses will be itemized on Akerman's statements. Certain cost bills may be forwarded to Client for payment directly to the vendor. Due to delays in Akerman's receipt of bills for costs and expenses from third party vendors, Akerman's billing of Client may be delayed. In addition, if substantial costs are to be advanced in connection with the matter, it is Akerman's practice to obtain a retainer to cover such costs or to have them billed directly to Client for payment. Billing for certain cost items may include a surcharge. Others are billed at the amounts actually charged to Akerman.

**Employment of Additional Professionals.** If Akerman deems it necessary to employ additional professionals with specialized skills and, after consultation with the Client, the Client deems it appropriate to do so, additional professionals may be employed by Akerman. In such event, where appropriate and subject to Client approval, Akerman will employ such professionals in the name of the Client. Notwithstanding the form of employment of the professional and regardless of whether the professional's invoice is addressed to Akerman or to the Client, Client is obligated to pay the fees of the professional in full, upon the rendering of a statement. Akerman reserves the right to request and obtain an additional retainer to defray the fees and expenses of professionals employed in connection with Client's matter. All fees and expenses of professionals shall be subject to the security provisions, interest provisions and other applicable provisions of this engagement letter.

**Advice about Possible Outcomes.** From time to time, either at the outset or during the course of our representation, we may express opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement made by any lawyer of the Firm is an expression of opinion only, based on information available to us at the time, and should not be construed as a promise or guarantee.

**Right to Separate Counsel.** Client acknowledges having had the opportunity to seek the advice of separate counsel with respect to this engagement letter.

**Electronic Communications.** The use of electronic communications ("EC") (such as email) can be an efficient means of communication, and Akerman often uses it to communicate with clients. Some clients also use instant messaging as a means of communication. However, these electronic communications can be delayed or blocked (such as by anti-spam software) or otherwise not transmitted. Client must not assume that an email or

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instant message sent to Akerman was actually opened and read unless Client receives a non-automated reply message indicating that Akerman has read Client's message. Akerman may send documents or other information that is covered by the attorney-client or work product privileges using external EC. Client understands that EC is not an absolutely secure method of communication. Client's execution of the engagement letter will serve to acknowledge and accept the risk and authorize Akerman to use EC means to communicate with Client or others necessary to effectively represent the Client. If there are certain documents with respect to which the Client wishes to maintain absolute confidentiality, the Client must advise Akerman in writing not to send them via EC, and Akerman will comply with Client's request.

**Use of Artificial Intelligence.** The Firm anticipates that during the course of this engagement, the Firm may use artificial intelligence (AI) to enhance and streamline certain aspects of our services. The use of AI tools may potentially reduce overall costs by increasing efficiency in certain tasks. Specifically, our use of this technology may include, but is not limited to, the following: legal research and analysis; document review and organization; contract analysis and drafting assistance; due diligence processes; legal information retrieval; document summarization; and translation services. Like any technology, AI carries some degree of risk, which may include, but is not limited to, the risk of errors or inaccuracies in AI-generated content, data security vulnerabilities, and system malfunctions or limitations in performance. We have implemented reasonable measures to safeguard against these risks, and our lawyers maintain oversight of AI-generated outputs and exercise professional judgment before relying on it. Additionally, we will evaluate the security measures and privacy policies of third-party AI providers, limit the types of information shared with AI tools as appropriate, and comply with applicable data privacy laws and regulations. By engaging the Firm, you acknowledge that we may incorporate these technologies into the services we provide, and that you have been informed of the associated benefits and risks. You further acknowledge that the Firm retains responsibility for supervising the use of these tools in accordance with its professional duties.

**Trust account.** Under applicable law, interest on attorneys' trust accounts for clients may be payable to a state fund for legal services to the indigent, unless clients specifically elect separate trust accounts. If Client desires Client's deposit to be placed in a trust account with interest payable to Client, please so advise. Client will reimburse Akerman for the costs of such account, and Akerman will provide Client with an Advance Deposit Form where

Akerman will need Client's taxpayer identification number on the signed W-9 Form. Akerman's trust accounts are held in approved financial institutions, and bear interest at the bank's rates for this type of account. The bank, however, is subject to change at Akerman's discretion.

**Payment; Security for Payment.** Unless otherwise specifically agreed in the engagement letter, Akerman expects payment from Client upon receipt of the bill. Prompt and full payment for Akerman's services is vital to Akerman's ability to efficiently provide legal services to all clients. By executing the engagement letter, Client agrees to pay Akerman's invoice upon receipt of the bill, unless otherwise specified in the letter. A failure to question or object to any charges within thirty (30) days after receipt of a statement will constitute Client's agreement to the statement as presented. Akerman reserves the right, in appropriate cases, to request security, including a retainer deposit, for fees and expenses. Security for fees and expenses and the determination of what will constitute acceptable collateral or who will personally guaranty payment, will be made by Akerman after consultation with the Client. In addition, applicable law may provide attorneys with liens upon materials coming into their possession to secure the payment of their fees. This retaining lien, as well as appropriate charging liens, may be asserted by Akerman in appropriate circumstances. In the event of any proceedings to enforce the provisions of this engagement letter, or otherwise between Akerman and the Client, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court expenses from the other party.

**Interest on Overdue Accounts.** Client understands and agrees that if payment is not made within thirty (30) days of the bill date, an interest charge may be added to the outstanding balance in accordance with the laws of the state that governs this agreement. Akerman also reserves the right to discontinue services if Akerman's bills are not paid in a timely manner, and to seek payment for all past services rendered.

**Term of Engagement.** The effective date of Akerman's agreement to provide services is the date on which we first performed services. The date at the beginning of the engagement letter is for reference only. Either Akerman or Client may terminate the engagement at any time for any reason by written notice, subject, on Akerman's part, to applicable rules of professional conduct. If Client so requests, Akerman will suggest possible successor counsel. If permission for withdrawal is required by a court, we will promptly apply for such permission, in

accordance with local court rules, and Client agrees to engage successor counsel to represent Client.

**Termination.** Absent express notice of termination, Akerman's representation of Client will conclude with respect to any particular matter for which Akerman has been engaged upon completion of Akerman's work on such matter. The Firm's attorney-client relationship for such matter will terminate at such time. Such termination or withdrawal will not relieve Client of its obligation to pay for services rendered through the termination or withdrawal date, including work in progress and incomplete at the time of termination or withdrawal, and for all expenses incurred on behalf of Client through the termination or withdrawal date.

**Post-Engagement Matters.** Client has engaged Akerman to provide legal services in connection with a specific matter as described in the engagement letter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact on the Client's future rights and liabilities. Unless Client engages Akerman to provide additional advice on issues arising from the matter, Akerman has no continuing obligation to advise Client with respect to future developments.

**Firm Marketing.** Akerman reserves the right to publish the name of Client in legal directories, as well as in Akerman's brochures, web site, deal lists and other marketing materials, which may describe the types of services Akerman provides and the transactions and litigations that Akerman has handled. Akerman also may provide the name, address and telephone number of Client to prospective clients for use as a reference for Akerman. Any such disclosures are subject in all cases to Akerman's obligation to maintain the confidences of Akerman's clients. Client should advise us in writing if it desires that Akerman not publish any information about it in any legal directory, brochure, web site or other marketing materials, and/or that Akerman not provide Client's name, address or telephone number to prospective clients.

**Internal Review.** In the course of our representation of Client, it may be necessary for Akerman lawyers to analyze or address their professional duties or responsibilities or those of Akerman, and to consult with Akerman's General Counsel or other lawyers in doing so. To the extent Akerman is addressing its duties, obligations or responsibilities to Client in those consultations, it is possible that a conflict of interest might be deemed to exist as between Akerman and Client. As a condition of this engagement, Client consents to such consultations occurring and waives any conflict of interest that might be

deemed to arise out of any such consultations and any resulting communications. Client further agrees that these consultations and any resulting communications are protected from disclosure to Client and others by Akerman's attorney-client privilege. Of course, nothing in the foregoing shall diminish or otherwise affect Akerman's obligation to keep Client informed of material developments in Akerman's representation of Client, including any conclusions arising out of such consultations to the extent that they affect Client's interests.

**Responses to Audit Letters.** If Client engages an accountant to audit Client's financial statements, it is likely the accountant will request, during the audit, that Akerman provide a written description of all pending or threatened claims for lawsuits to which Akerman has given substantive attention on Client's behalf. This request is typically a standardized letter provided by the accountant which Client is requested to send to Akerman. Akerman will typically charge Client for providing the response to the audit letter. Client agrees to pay such costs related to the response to the audit letter.

**Conclusion of Representation and Disposition of Client Files.** Akerman is not obligated to keep files/records related to a matter after that matter is finished unless required to do so by operation of law. Upon conclusion of Client's representation, subject to the payment provisions of applicable rules of professional conduct, Akerman will return to Client the Client's original papers, hard copy/electronic documents and/or other property that Client provided to the Firm during the engagement. Client agrees to accept the return of such documents and/or property. If Client so requests, Akerman will also provide to Client, at Client's expense, copies or originals of Client's file. Akerman and Client agree that lawyer work product (for example, drafts, notes, internal memoranda, work files, etc.) are the property of Akerman. Akerman reserves the right to make, at Client's expense, copies of all other documents generated or received by Akerman in the course of Akerman's representation of Client. All such documents retained by Akerman, including client files (including any original documents and/or property that we attempted unsuccessfully to return to you) and Akerman files, will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, Akerman reserves the right to destroy or otherwise dispose of any documents or other materials retained by us thirty (30) days after providing notice of intention to destroy them (unless Client requests those

materials within thirty (30) days of notification) or after ten years from the date the matter is completed.

**Consent to Representation of Law Firms.** Akerman represents other law firms in various matters. During the time we are representing Client, we may represent other law firms in matters unrelated to this matter, including the representation of other law firms that represent present or future parties in disputes or transactions adverse to Client. When Akerman represents other law firms in matters unrelated to Client's matter(s), we do not believe that such representations create a material limitation on Akerman's representation of the Client. (A material limitation arises if there is a significant risk that a lawyer's ability to consider, recommend, or carry out an appropriate course of action for a client will be materially limited as a result of the other responsibilities or interests of the lawyer or of other lawyers in the lawyer's firm).

When Akerman represents other law firms in matters unrelated to Client's matter(s), we do not believe that such a significant risk exists in such situations. In addition, we do not believe that the exercise of Akerman's independent judgment as counsel to each party generally will be affected by our representation of Client in its matter(s) and our representation of law firms in unrelated matters.

Client acknowledges that we have disclosed the potential material limitation conflict of interest identified herein, and specifically consents to Akerman's representation of Client and our representation of law firms in unrelated matters including law firms that represent present or future parties in disputes or transactions adverse to Client. Client waives any conflict of interest with respect to those representations.

**Modification in Writing Only; Severability.** No change to the engagement letter shall be effective unless and until confirmed in writing and signed by the Firm and Client making express reference to the engagement letter. The engagement letter, including these terms and conditions of engagement, embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and the engagement letter shall supersede all previous communications, representations, or other agreements, either oral or written, between the Firm and Client for the engagement. If any provision of the engagement letter is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire engagement letter will be severable and remain in effect.

1302 South J Street  
Lake Worth, FL 33460



Ph: 561-689-0889  
Fax: 561-689-2851

## Change Order Request

Change Order No.: 21  
Owner: Palm Beach County  
Project: Westgate Avenue

Owner Proj. No.: 2021023  
RSD Proj. No.: 2321023  
Date: 9/15/2025

Description: Removal of existing pullbox, install lockable insert and reinstall existing pullbox. Lead time on material is approximate

Total: \$ 211,559.74

Original Contract Amt	\$	-
Amount of this Change Order	\$	211,559.74
Amount of Previous Change Order (s)	\$	-
New Total Contract Amount	\$	211,559.74

Completion time extended **135** days If yes, new completion date?

When executed by all parties, this document will become part of the above reference construction contract.

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Client Signature

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Blair Simpson

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Client Printed

## Revisions

Revisions			
#	Date	By	Description
1			
2			

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1302 South J Street  
Lake Worth, FL 33460



Ph: 561-689-0889  
Fax: 561-689-2851

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CHANGE ORDER BREAKDOWN

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Description of work:

CO #: 21

<b>EQUIPMENT</b>					
<b>#</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>
1	Pickup	16.0	HR	\$37.97	\$607.52
2			HR		\$0.00
3			LS		\$0.00
4			HR		\$0.00
5			HR		\$0.00
6			HR		\$0.00
7			HR		\$0.00
8			HR		\$0.00
9			HR		\$0.00
10			HR		\$0.00
11			HR		\$0.00
12			HR		\$0.00
13			HR		\$0.00
14			HR		\$0.00
15			HR		\$0.00
16			HR		\$0.00
17			HR		\$0.00
18			HR		\$0.00
				Equipment Subtotal	\$607.52
				Markup 17.50%	\$106.32
				EQUIPMENT TOTAL:	<b>\$713.84</b>

<b>LABOR</b>					
<b>#</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>
1	Superintendent	16.00	HR	\$70.78	\$1,132.48
2			HR		\$0.00
3			HR		\$0.00
4			HR		\$0.00
5			HR		\$0.00
6			HR		\$0.00
7			HR		\$0.00
8			HR		\$0.00
9			HR		\$0.00
10			HR		\$0.00
11			HR		\$0.00
				Labor Subtotal	<b>\$1,132.48</b>
				Burden 45.73%	\$517.88
				Markup 17.50%	\$198.18
				LABOR TOTAL:	<b>\$1,848.55</b>

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MATERIAL					
#	Description	Qty	Unit	Unit Cost	Total Cost
1	Bob's barricades-Advanced warning signs	5	MO	\$77.04	\$385.20
2			LS		\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7					\$0.00
				Material Subtotal	\$385.20
				Markup	17.50%
				MATERIAL TOTAL: <b>\$452.61</b>	

SUBCONTRACTORS					
#	Description	Qty	Unit	Unit Cost	Total Cost
1	Ferreira	1	LS	\$187,583.32	\$187,583.32
2		1	LS		\$0.00
3		1	LS		\$0.00
4		1	LS		\$0.00
5		1	LS		\$0.00
6		1	LS		\$0.00
7		1	LS		\$0.00
				Subcontractor Subtotal	\$187,583.32
				Markup	10.00%
				SUBCONTRACTOR TOTAL: <b>\$206,341.65</b>	

Equipment Total: \$713.84  
 Labor Total: \$1,848.55  
 Material Total: \$0.00  
 Subcontractors Total: \$206,341.65  
  
 Bond & General Liability Insurance: \$2,655.70  
 MOT:  
  
 Total: \$211,559.74



Attachment

FERREIRA CONSTRUCTION CO INC Extra Work Cost Breakdown						
Owner's Project #: Project Name: Issue No.: Description:			Contractors Job #: Prepared By: Proposal Date:			
2019601 Westgate Avenue CO - 011 Street Lighting - Lockbox for Pull Boxes Installation Westgate Avenue from Congress to Wabasso Dr.			4439 Rob McIntosh 8/26/2025			
L A B O R						
No.	Description		Hourly Rate	Hours		Amount
	Name (T&M Only)	Class.	WC Code	Std.	OT	
	<b>Lockbox Installation</b>					
1	Foreman		5506	\$ 36.97	196	\$ 7,246.12
2	Skilled Laborer		5506	\$ 23.14	196	\$ 4,535.44
	<b>SOD Installation</b>					
3	Foreman		5506	\$ 36.97	16	\$ 591.52
4	Skilled Laborer		5506	\$ 23.14	16	\$ 370.24
5						\$ -
						\$ -
	Subtotal-Bare Labor:					\$ 12,743.32
Payroll Burden Calculation (2020 Rates)						
No.	Item	Rate	Description		Amount	
1	FICA	7.65%			\$ 974.86	
2	FUTA / SUTA	6.00%			\$ 764.60	
3	Medical Insurance	29.20%			\$ 3,721.05	
4	Holiday, Sick & Vacation Benefits	13.00%			\$ 1,656.63	
5	Retirement Benefits	4.00%			\$ 509.73	
6	Workers Comp. Ins.:	WC Code	Amt. Per Code	Description		
				\$ -		
		5506	\$ 12,743.32	\$ 1,362.26		
				\$ -		
				\$ -		
7	Per Diem	No. Days -->	0.00	\$ -		
8	Insurance (Gen. Liability)		12.10%	\$ 1,541.94		
	Subtotal - Payroll Burden:				\$ 10,531.08	
	Subtotal Labor + Burden:				\$ 23,274.40	
M A T E R I A L S						
No.	Description	Quantity	Unit Price	UOM	Amount	
1	HUBBELL Lockbox Retrofit Kit	98	\$ 1,116.52	EA	\$ 109,418.96	
2	Splitbolt	98	\$ 2.39	ea	\$ 234.22	
3	Misc Hardware	196	\$ 0.75	EA	\$ 147.00	
4	Pea Rock	1.5	\$ 28.00	TN	\$ 42.00	
5	SOD	5	\$ 250.00	PL	\$ 1,250.00	
6	Ground wire	200	\$ 0.89	LF	\$ 178.00	
	Subtotal Materials:				\$ 111,270.18	
	Sales Tax %: 7%				\$ 7,788.91	
	Freight (Non-Taxable)				\$ 275.00	
	Subtotal Materials:				\$ 119,334.09	

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EQUIPMENT						
No.	Description	Rates (Blue Book)		Hours		Amount
	Make / Model	Rental (Hourly)	Oper. Cost/Hr.	Oper.	Standby	
	<b>Mobilization</b>					
1	Pick up Truck		\$ 42.86	196		\$ 8,400.56
2	Trailer		\$ 5.18	196		\$ 1,015.28
	<b>SOD Installation</b>					\$ -
3	Pickup Truck		\$ 42.86	24		\$ 1,028.64
4	Trailer		\$ 5.18	24		\$ 124.32
	Subtotal Equipment:					\$ 10,568.80

SUBCONTRACT					
No.	Description	Quantity	Unit Price	UOM	Amount
1	Maintenance of Traffic NO LEAD IN SIGNS INCLUDED - A Frame Signs only.	1	\$ 5,400.00	DY	\$ 5,400.00
2					
3					
4					
Subtotal Subcontract:				\$ 5,400.00	

CONTRACT UNIT ITEMS						Subtotal Subcontract	\$ 4,465.00
No.	Item #	Description	Rate	Quantity	UOM	Amount	
1							
2							
3							
4							
Total Contract Items:						\$	

#### INDIRECT COSTS EXPENSES AND PROFIT

Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the GREATER of either (1) or (2) below:

(1) Solely a mark-up of 17.5% on the payments in Labor, Materials & Equipment:

a) Total Labor	\$ 4,073.02
b) Total Materials	\$ 20,883.466
c) Total Equipment	\$ 1,849.54
	Subtotal Mark-Ups
(i) Bond - Actual Amount of Additional Bond Limit (\$0 if funded by Initial Contingency)	\$ 26,806.03
(ii) Subcontractor	\$ 1,660.00
(a) 10% on First \$50,000 of Each Subcontract	\$ 540.00
(b) 5% on amounts over \$50,000 of Each Subcontract	
<b>Option (1) Total Mark-Up Amount:</b>	<b>\$ 29,006.03</b>

(2) Formula Set Forth as D = (AxC)/B applied to number of calendar days of entitlement in excess of thirty (30) cumulative calendar days to any controlling items of work.

---> Enter Cumulative No. of Calendar Days entitlement approved to date:

**A (Original Contract Amount) =**

B (Orig)

$$C = 8\%$$

**D = Average Overhead per Day**

**No. of Calendar Days Delay for THIS Extra Work:**

## Allowable Calendar Days

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**Mark Up to be Applied:**

Extra Work Breakdown Summary:		
LABOR + BURDEN	\$	23,274.40
MATERIALS	\$	119,334.09
EQUIPMENT	\$	10,568.80
SUBCONTRACT	\$	5,400.00
CONTRACT ITEMS	\$	-
MARK UP	\$	29,006.03
<b>TOTAL AMOUNT</b>	<b>\$</b>	<b>187,583.32</b>

### Notes:

Proposal is for 98ea Lighting Pull Boxes - To be Unit Price

Proposal **does NOT include security bolts for pull box lids**. ONLY lockbox insert

Proposal includes removing original pull box and installing lockable insert, and reinstalling pull box

Does Not include any wire removal or splicing

RAINBOW DISTRIBUTORS USA, INC.

QUOTE NUM...

PO BOX 952946  
LAKE MARY, FL 32795

Q090225-19

Phone #	Fax #
407-330-6363	407-330-6360

NAME / ADDRESS
FERREIRA CONSTRUCTION 6101 NW 74TH AVE MIAMI, FL 33166-3709

LEAD TIME	TERMS	DATE	METHOD OF SHIPMNT	FRT TERMS	VALIDITY
75-85 DAYS	Net 30	10/9/2025	BB	SP-PD	14 DAYS
ITEM	DESCRIPTION			QTY	PRICE
NONSTKITEM	HUBBELL, LOCKBOX 13X24X12 RETRO FIT KIT W/GROUND WITH BOTTOM FLANGES FMJP132412  75-85 WORKING DAYS  FREIGHT PAID TO YOUR SHOP  PRICING VALID FOR 14 DAYS			88	1,116.52

CANCELLATION OF NON STOCK ITEMS MAY INCUR FREIGHT AND OR RESTOCK CHARGES

PRICES ARE GOOD FOR QUANTITIES QUOTED. CHANGES IN QUANTITY  
COULD REFLECT A DIFFERENCE IN PRICE.

Web Site	WWW.RAINBOWDISTRIBUTORSUSA.COM
E-mail	kyle@rainbowdistributorsusa.com

<b>SUBTOTAL</b>	\$98,253.76
<b>SALES TAX (7.0%)</b>	\$6,877.76
<b>TOTAL</b>	\$105,131.52

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**Rental Rate Blue Book®, O&O Rates Report for T2120 in FCC Master**

July 8, 2025

**Miscellaneous 4X4 3/4 440 CREW DIESEL**

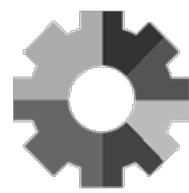
On-Highway Light Duty Trucks

Size Class:

300 hp &amp; Over

Weight:

N/A


**Configuration for 4X4 3/4 440 CREW DIESEL**

Axle Configuration	4X4	Cab Type	Crew
Horsepower	440 hp	Power Mode	Diesel
Ton Rating	3/4		

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$3,885.00	USD \$1,090.00	USD \$275.00	USD \$41.00		
<b>Adjustments</b>						
Region (100%)	-	-	-	-		
Model Year (2020: 99.79%)	(USD \$8.31)	(USD \$2.33)	(USD \$0.59)	(USD \$0.09)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)						
<b>Total:</b>	<b>USD \$3,876.69</b>	<b>USD \$1,087.67</b>	<b>USD \$274.41</b>	<b>USD \$40.91</b>	<b>USD \$20.83</b>	<b>USD \$42.86</b>

**Non-Active Use Rates**

Standby Rate	Hourly	USD \$14.22
Idling Rate		USD \$31.21

**Rate Element Allocation**

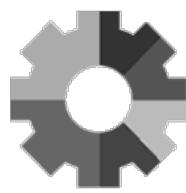
Element	Percentage	Value
Depreciation (ownership)	27.42%	USD \$1,065.22/mo
Overhaul (ownership)	35.43%	USD \$1,376.46/mo
CFC (ownership)	16.41%	USD \$637.42/mo
Indirect (ownership)	20.74%	USD \$805.89/mo
Fuel (operating) @ USD 3.54	44.07%	USD \$9.18/hr

Revised Date: 3rd quarter 2025

**Rental Rate Blue Book®, O&O Rates Report for TL2512 in FCC Master**

July 8, 2025

**Miscellaneous TOW 2 2 12**  
 Non-Tilt Deck Utility Trailers

 Size Class:  
**All**  
 Weight:  
**13100 lbs**

**Configuration for TOW 2 2 12**

Capacity	<b>12.0 t</b>	Hitch Type	
Number Of Axles	<b>2.0</b>	Number Of Tires	
Power Mode	<b>Manual</b>		

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$480.00	USD \$135.00	USD \$34.00	USD \$5.00		
<b>Adjustments</b>						
Region (100%)	-	-	-	-		
Model Year (2023: 99.74%)	(USD \$1.23)	(USD \$0.35)	(USD \$0.09)	(USD \$0.01)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)						
<b>Total:</b>	<b>USD \$478.77</b>	<b>USD \$134.65</b>	<b>USD \$33.91</b>	<b>USD \$4.99</b>	<b>USD \$2.46</b>	<b>USD \$5.18</b>

**Non-Active Use Rates**

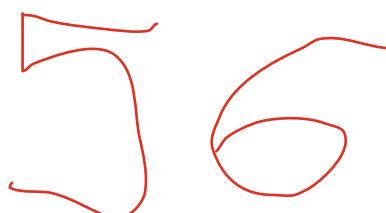
Standby Rate	Hourly	USD \$1.71
Idling Rate		USD \$2.72

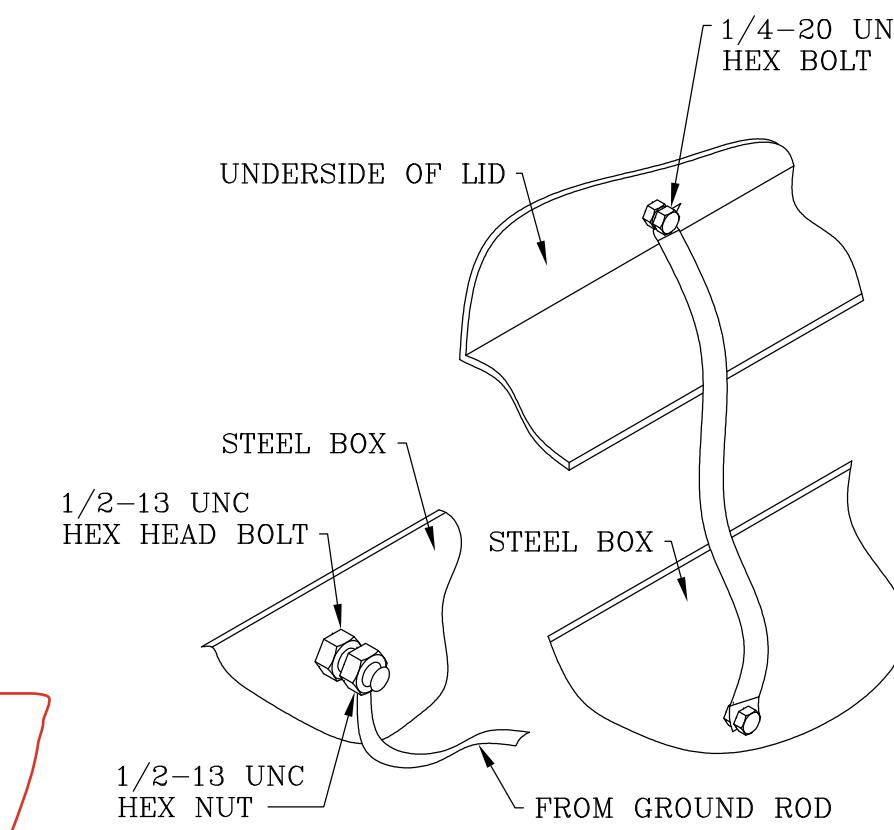
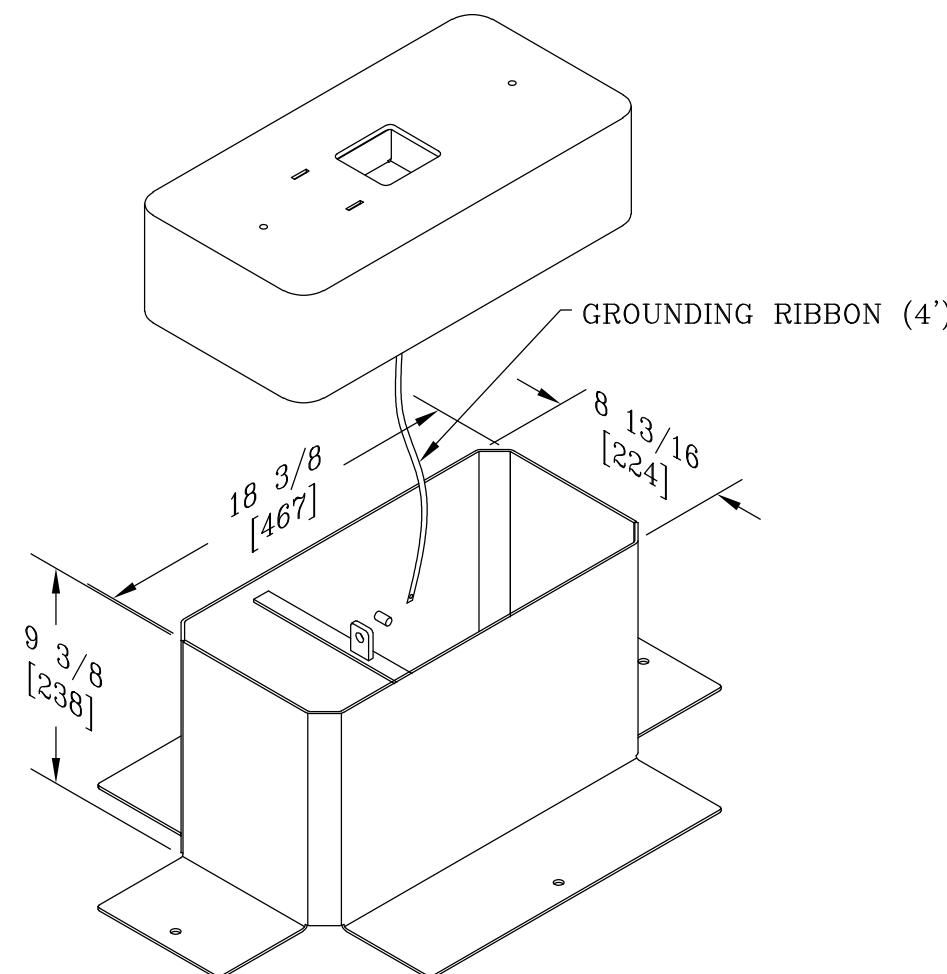
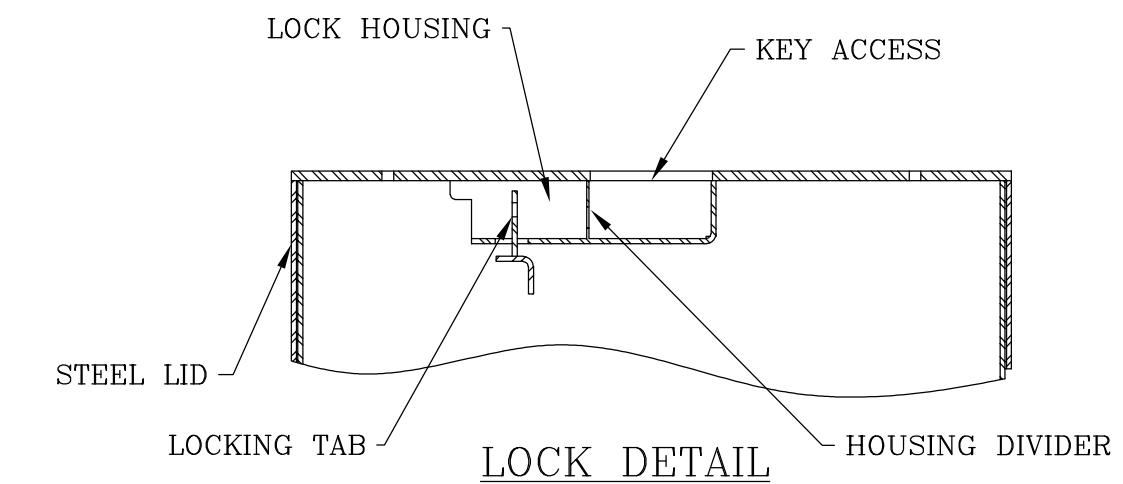
**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	41.26%	USD \$198.07/mo
Overhaul (ownership)	37.07%	USD \$177.93/mo
CFC (ownership)	9.81%	USD \$47.08/mo
Indirect (ownership)	11.86%	USD \$56.92/mo

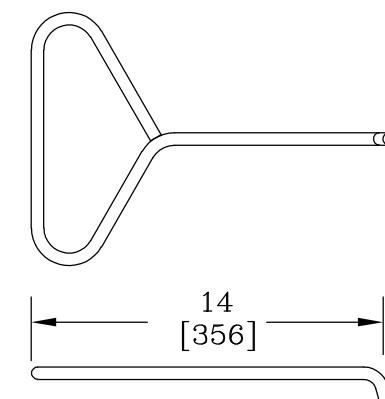
Fuel cost data is not available for these rates.

Revised Date: 3rd quarter 2025





GROUNDING DETAILS



C082906 COVER  
REMOVAL HOOK  
(2 REQUIRED, ORDERED SEPARATELY)

NOTES:

1. FURNISHED WITH (1) GROUNDING RIBBON KIT.
2. END USER SHALL PROVIDE "PUCK LOCK". MASTER LOCK MODEL 6270 OR AMERICAN LOCK MODEL A2000. LOCKS CAN BE SPECIALLY KEYED TO MEET THE END USERS' SPECIFICATIONS. PLEASE CONTACT MASTER LOCK OR AMERICAN LOCK FOR DETAILS.

DIMENSIONS ARE IN INCHES OR MILLIMETERS IN BRACKETS UNLESS OTHERWISE NOTED.					
	BY	DATE	WEIGHT	LOC	
DRN	JJP	11/18/16		3621 INDUSTRIAL PARK DR LENOIR CITY, TN 37771 800-346-3062 www.quazite.com	LC
CHK			SCALE		S
ENG			NTS		
APR			SIZE		
APR			B		
ESR OR PROJECT NUMBER			DRAWING DESCRIPTION		
116016			QUAZITE® 13 X 24 X 12 FMJ PUCK LOCK KIT		
			REV A		
			11/16		
DRAWING NUMBER			FMJP132412		
SHEET 1 OF 1					

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86125 Invoice verified by Dorothy.



# Bob's BARRICADES, INC.

MAIN OFFICE: 921 SHOTGUN ROAD / SUNRISE, FL 33326  
TELEPHONE: (954) 423-2627

*Barricades, Signs, Cones, and other Safety Equipment  
Target Arrows, Message Boards  
Rentals - Sales - Service*

ROS020/ 200017  
ROSSO SITE DEVELOPMENT, INC.  
1302 S J STREET

LAKE WORTH, FL 33460

OPEN

REFER TO INVOICE  
G956524

FT. LAUDERDALE	954-423-2627
EXECUTIVE OFFICE	954-423-2627
TOLL FREE	800-432-5031
DELRAY	561-272-8487
FT. LAUDERDALE	954-525-6736
FT. MYERS	239-656-1183
GAINESVILLE	352-375-8140
JACKSONVILLE	904-396-5121
MIAMI	305-654-0076
ORLANDO	407-855-7186
TALLAHASSEE	850-575-7800
TAMPA	813-886-0516
WEST PALM BEACH	561-585-4861
KINGMAN ARIZONA	928-757-5380
PHOENIX, ARIZONA	602-272-3434

PLEASE CHECK YOUR JOB STATUS	INVOICE DATE 07/20/2025	BRANCH Delray	BILLING PERIOD 06/21/25 TO 07/20/25	TERMS: NET 10 DAYS
PURCHASE ORDER NO. ...	JOB NO.		JOB ADDRESS WESTGATE AVE/ WABASSO TO CONG	

ITEM	7HU3 LARGE HI TAPE SIGN ON U3
BEGQTY	12
06/21/25	12
06/22/25	12
06/23/25	12
06/24/25	12
06/25/25	12
06/26/25	12
06/27/25	12
06/28/25	12
06/29/25	12
06/30/25	12
07/01/25	12
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07/12/25	12
07/13/25	12
07/14/25	12
07/15/25	12
07/16/25	12
07/17/25	12
07/18/25	12
07/19/25	12
07/20/25	12
<i>P23029-64</i>	
TOTQTY	360.00
PRICE	\$ 0.20
EXTPRICE	\$ 72.00

**PLEASE PAY FROM THIS INVOICE**

SUB TOTAL	\$ 72.00
TAX	\$ 5.04
<b>TOTAL</b>	<b>\$ 77.04</b>

REMIT TO: PO BOX 526827 Miami, FL 33152-68027  
For Payments by ACH or Wire, please call (954)423-2627 ext 118

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**Dodge 2500**

On-Highway Light Duty Trucks

 Size Class:  
**300 HP & Over**  
 Weight:  
 N/A

**Configuration for 2500**

Axle Configuration	<b>4.0 X 4.0</b>	Cab Type	
Horsepower	<b>383.0 hp</b>		
Ton Rating	<b>3.0 / 4.0</b>	Power Mode	<b>Crew Gasoline</b>

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs Hourly	FHWA Rate** Hourly
	Monthly	Weekly	Daily	Hourly		
Published Rates	USD \$1,235.00	USD \$345.00	USD \$86.00	USD \$13.00		
<b>Adjustments</b>						
Region (100%)	-	-	-	-		
Model Year (2022: 99.97%)	(USD \$0.33)	(USD \$0.09)	(USD \$0.02)	(USD \$0.00)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)						
<b>Total:</b>	<b>USD \$1,234.67</b>	<b>USD \$344.91</b>	<b>USD \$85.98</b>	<b>USD \$13.00</b>	<b>USD \$30.95</b>	<b>USD \$37.97</b>

**Non-Active Use Rates**

Standby Rate		Hourly
Idling Rate		USD \$5.40

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	57%	USD \$703.95/mo
Overhaul (ownership)	23%	USD \$284.05/mo
CFC (ownership)	8%	USD \$98.80/mo
Indirect (ownership)	12%	USD \$148.20/mo
Fuel (operating) @ USD 3.53	83%	USD \$25.72/hr

Revised Date: 1st quarter 2023

**Rosso Pick Up**
