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**WESTGATE/BELVEDERE HOMES COMMUNITY REDEVELOPMENT AGENCY**  
**Monday, March 14, 2022 Board Meeting**  
**1280 N. Congress Ave. Suite 215**  
**West Palm Beach FL 33409**

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

- I. CALL TO ORDER / ROLL CALL**
- II. AGENDA APPROVAL**
  - 1. Additions, Deletions, Substitutions to Agenda**
  - 2. Adoption of Agenda**
- III. ADOPTION OF W/BH CRA MINUTES (Pages 14- 20)**
- IV. PUBLIC COMMENTS**
- V. DISCLOSURES**
- VI. CONSENT AGENDA**
- VII. REGULAR AGENDA**
  - 1. Adoption of 2021 Fiscal Year Audit Report (Pages 21-22)**
  - 2. Approval of Site Development Assistance Program Grant for EliteCapital & Development for Four Single Family Homes on Nokomis Ave. (Page 23-56)**
  - 3. Approval of Fees for Engenuity Group to Provide Construction Phase Services for Belvedere Heights Drainage Project (Pages 57-58)**
  - 4. Approval of Interlocal Agreement with Palm Beach County for the design and Construction of the Cherry Road Transportation Planning Agency Funded Project. (Pages 59-80)**



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## **VIII. REPORTS**

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

## **IX. ADJOURNMENT**

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

**IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS BOARD WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, HE WILL NEED A RECORD OF THE PROCEEDING, AND FOR SUCH PURPOSE HE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.**

**ON JUNE 7, 1994, THE BOARD OF COUNTY COMMISSIONERS APPROVED RESOLUTION NO. 94-693, KNOWN AS THE CODE OF ETHICS. UNDER SECTION 11, IT IS REQUIRED THAT PAID AND UNPAID LOBBYISTS REGISTER. PLEASE REFER TO 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**

### **March 14, 2022**

#### **REGULAR AGENDA**

##### **1. Adoption of 2021 Fiscal Year Audit Report**

**A. Background and Summary:** Ward and Company, P.A. has completed the audit of the CRA's financial record for Fiscal Year 2021. The auditors will be making a presentation to the Board.

**B. Recommendation:** Discussion and adoption of report.

##### **2. Approval of Site Development Assistance Program Grant for Elite Capital & Development for Four Single Family Homes on Nokomis Ave.**

**A. Background and Summary:** The CRA created the Site Development Assistance Program to encourage developers to improve the physical appearance of their development with the goal of stimulating revitalization throughout the CRA communities. Elite Capital & Development Inc. is a housing development corporation operating in Palm Beach County since 2015. It has now completed 22 single family homes in the Westgate area, two of which on a vacant lot purchased from the CRA in 2019. They have plans to build more homes to add to the workforce housing supply highly needed in the area. This application is for a reimbursement based grant to complete four more homes being developed on 25-foot wide lots on Nokomis Avenue in South Westgate Estates in the Neighborhood Residential Medium Density (NRM) Sub-Area. These houses will have 1,175 SF under air, and a total of 1,274 SF under roof including the



covered porch and patio. The developer plans to provide CBS construction, impact rated windows, tankless water heaters, 42" cabinets with Dallas White granite stone, paver driveway and patio, stainless steel appliances, and other standard features for the houses.

The corporation has requested a grant of \$5,000 for each home for a total of \$20,000 from the CRA's Site Development Assistance Program (SDAP). The funds are projected to be used for pre-development expenses, landscaping expenses, exterior stucco, impact window upgrades, glass doors, landscaping, pavers for driveways and other exterior improvement in accordance with the program guidelines.

A copy of the floor plan & elevations, building permits and other relevant information are included in the Board Packet for consideration.

The application meets the program eligibility guidelines. The SDAP is a reimbursement-based grant. It provides the funding after the project is completed and certificate of occupancy is received. The developer is a small business enterprise.

**B. Recommendation:** Staff recommends approval of a reimbursement grant of \$20,000 from the Site Development Assistance Grant Program for Elite Capital & Development Inc. for four single family homes on Nokomis and Seminole Avenue.

### **3. Approval of Fees for Engenuity Group to Provide Construction Phase Services for Belvedere Heights Drainage Project**

#### **A. Background and Summary:**

In June 2019, Engenuity Group completed a drainage study for the Belvedere Heights area. On October 8, the Westgate CRA entered into an Agreement with Engenuity Group to design the project and provide construction administration services for the





project. The Agreement provided for a nine-month time frame and 30 site visits. Due to phasing of the project, the nine months have passed. Engenuity has provided 37 field observation reports and has exhausted the \$30,000 budgeted for construction phase services. Phase 1 has been completed. Phase 2 is about halfway completed. The firm is requesting another \$10,000 to complete the remaining construction activities.

**B. Recommendation:** Staff recommends that the Board approves an additional \$10,000 for Engenuity Group to complete the remaining construction activities for the Belvedere Heights drainage Project.

#### **4. Approval of Interlocal Agreement with Palm Beach County for the design and Construction of the Cherry Road Transportation Planning Agency Funded Project**

**A. Background and Summary:** The CRA is implementing a grant received from Florida Department of Transportation through Palm Beach County Transportation Agency to improve Cherry Road between Military Trail and Quail Drive

The Cherry Road project proposes the following: a new shared multi-use path on the north side of Cherry Road, a new sidewalk on the south side of Cherry Road from Quail Drive to County Club Road, a new pedestrian lighting on both sides of Cherry Road, four high visibility crosswalks, a HAWK signalization at the intersection of Cherry Road and County Club Road and new street trees where allowable.

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



The County agrees to design and construct the project according to the approved design section included in the grant application.

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

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

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

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

The cost of design is estimated at \$208,538 (\$166,538 consultant fee; \$25,000 staff costs; \$17,000 contingency). The Engineering Department has received bids for the project. The Department is requesting the design cost in order to execute the design contract.

- B. Recommendation:** Staff recommends that the Board approve the Interlocal Agreement and authorize the prepayment of the design cost in the amount of \$208,538.

**WESTGATE/BELVEDERE HOMES CRA BOARD MEETING**  
**March 14, 2022**

**Staff Update on In-House Projects**

**Streetlights for Westgate Estates (ACTION ITEM)**

**Background:** CRA staff is in discussions with FP&L to install street lighting in areas of Westgate Estates where there are currently dark areas. This effort is in response to community concerns brought to the Agency's attention in January around an increase in burglaries and vandalism.

**2022 WCRAO/ULDC Amendments (INITIATED)**

**Update:** CRA Staff will work with the Zoning Division to process an amendment to the Overlay which will allow a warehouse use on the site located at 1050 N Congress Ave. concurrent with entitlements for the Hangar project. This amendment will follow a separate timeline from the proposed amendments below.

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

- create an allowance for split zoning districts particularly when a project is mixed use
- delete or revise the requirement for an arcade or gallery in the NC Sub-area
- dilute Parks & Recreation requirements for open space in the WCRAO
- add parking deviations when a site in the WCRAO is repurposed for a new use and/or when on-street/curbside parking is available, allow on street parking to count towards parking ratios
- additional deviations from ROW buffers and foundation plantings when a project fronts a street with ROW landscaping, additional deviations from incompatibility/compatibility buffers to better support horizontal integration of mixed use, deviations from Art. 7 requirements internal to site, eg. islands, which constrain development on small infill sites
- BBL exception for Westgate Ave. to extend to entire NC sub-area
- amend Art. 8 language related to freestanding signage in the NC
- amend language related to office-warehouse use in WCRAO, % of office per bay
- create a WCRAO pilot program for a new "food truck hub" use
- possible tweaks to WCRAO sub-areas intent and goals to reflect changing trends

**FY21 TCRPC Brownfields Site Assessment Grant (APPROVED)**

**Update:** Cardno conducted a Phase II assessment in early December. Findings indicate trace amounts of contamination (arsenic) in the soil; the groundwater is said to be clear. CRA Staff is pursuing additional 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 Chickagmauga 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 Chickagmauga site consists of 3 parcels, one containing an occupied single family dwelling, purchased by the CRA in December 2019 for \$550,000. The site is located directly south of Spencer Square facing the Dennis Koehler Preserve to the south. The site is earmarked for the CRA for mixed use or high density residential redevelopment. CRA staff anticipates issuing an RFP in FY22.

### **Demolition of CRA-Properties (STARTED)**

Update: CRA staff is now working with PBC Fire Rescue to utilize the buildings for firefiighter training in an effort to have the structures demolished as quickly as possible.

Background: In April 2021 the Board approved a request to authorize PBC DHES to demolish 4 vacant homes on CRA-owned properties on Cherokee and Westgate Avenues. The CRA purchased the properties in 2018 with the optic of holding the land for private redevelopment. The homes are severely dilapidated, structurally unsafe, and have become a magnet for criminal activity, contributing to slum and blight in the community, particularly on Westgate Avenue. Staff applied to a DHES program to access CDBG funding for the demolition of the homes. The process is to be administered and managed by DHES staff who will be responsible for procuring contractors, administering the mitigation of asbestos and lead based paint, and ensuring that the demolition process follows all federal guidelines. The DHES contractor will acquire all necessary permits and complete the work. The CRA will likely plant grass following site clearance. The demolition is anticipated to cost \$60-80,0000.

### **Public Assistance Grant (ONGOING)**

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

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

Update: The Plat is recorded! Following the completion of corner clip dedications, CRA staff can begin planning for the construction of a permanent structure. Targeting FY 22/23.

Electricity, an irrigation pump and an irrigation system have been installed. Staff is working on developing a design and securing a contractor for site improvements and installation of a pre-manufactured structure to act as a permanent greenmarket.

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

CRA staff proposed amendment language, adopted in the 2018-02 Round, to eliminate the community garden use from landscaping requirements, and modified code language regarding hours of operation and building size and placement for the accessory greenmarket use. Schmidt Nichols submitted an

administrative amendment (ZAR) to remove the landscape buffers and ROW utility easement. The ZAR was approved in April 2019. The permits have been approved to operate the community garden. The electrician and plumbing contractors are working with the utility companies. The CRA will begin to work with a contractor/architect to design the greenmarket structure and prepare plans to submit for building permit. Platting is a condition of approval and is underway.

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

#### **FY 18/19 – Oswego Avenue Properties Clean-up - Westgate Dog Park (IN CONSTRUCTION)**

Update: A contract time extension is requested to bring final completion to 3/24/21, allowing for inspections and punch list. Water meter installation and electrical power to the site is expected to be completed by week ending 2/11/22. Remaining work, including irrigation system installation and landscaping are scheduled to begin immediately following. The remaining lots will be cleared and fenced commensurate with the original scope.

The master permit was issued at the end of November; sub-permits for irrigation and fencing are also issued. Electrical sub-permit is under review. WUD installation of water meter is delayed and has caused a minor delay in project completion; irrigation and landscaping/sod cannot be installed water is available.

The Board approved the bid proposal in the amount of \$189,468 submitted by All-Site Construction and authorized staff to execute the construction contract at its September meeting. Earth work has begun on site and permit review is well underway.

To move the project forward and prevent further delay, CRA staff entered into an LOI (letter of intent) with All-Site Construction on August 20, 2021 that allows the contractor to submit for permit and begin ordering materials and equipment that have a long lead time, ahead of Board approval of the contract. The permit has been submitted and is under review: the CRA paid the permit fees directly.

CRA staff issued an ITB (Invitation to Bid) to construct the park on June 26<sup>th</sup>, following Board approval on June 14<sup>th</sup>. Bids were due on July 26<sup>th</sup>. Despite interest from several contractors (there were 8 plan holders at bid close), only one contractor, All-Site Construction, submitted a bid proposal for consideration. CRA staff has reviewed the bid and is verifying references. The proposal amount is \$189,468 which is in excess, although not substantially, of the CRA's original cost estimate for the project, however, due to current construction costs, the proposal is reasonable. Given the SWA grant timeline, already extended, and the risk of no response should the bid be reissued, Staff is recommending that the contractor be selected.

A revised cost estimate, generalized to reflect increases in construction and materials costs, prepared by Schmidt Nichols projects the budget on the project to reach approximately \$143,500 with contingency. The SWA grant will fund \$92,700 of the project with the CRA's responsibility at \$50,800. Staff will review bid submittals 30 days after ITB issuance, and bring the tabulations to the Board for final selection at their August meeting.

The CRA has paid a landscape contractor to remove invasive trees, vegetation and debris on the sites. An additional time extension of the grant agreement has been provided by the SWA. Staff worked with SN on the dog park design. A site and landscape plan, along with cost estimate have been provided.

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

SWA has approved an extension to the grant timeline and a change of scope to develop a dog park on

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

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

#### **FY20 Cherry Road Pedestrian & Safety Improvements (FUNDED)**

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

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

#### **FY19 and Seminole Blvd. Complete Streets (FUNDED/INITIATED)**

Update: PBC Engineering has requested administration and design fees to initiate the project. The County will issue an RFP for engineering design in early 2022.

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

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

Seminole Blvd Complete Streets which expands existing sidewalks to 10-12 ft. multi-use paths on each side of the roadway, adds high visibility crosswalks at each intersection, adds pedestrian scale lighting, and shade trees. The project boundaries are from Okeechobee Blvd. to Oswego Ave. Total construction cost is \$1,622,979. The grant reimburses \$1 million.

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

#### **FY18 – Westgate Avenue Corridor Complete Streets (IN COUNTY BIDDING PROCESS)**

Update: PBC Engineering issued an Invitation to Bid on February 20<sup>th</sup>. Bid opening is scheduled for March 29<sup>th</sup>.

American Consulting Engineers (ACE) has completed design plans to 100% constructability. PBC Engineering Streetscape section is reviewing. The design engineers have finished phase 2 of the constructability plans. Due to the number of driveways and regulations for safe sight lines, the CRA must now work with certain owners to get approval to close access from Westgate where side and rear access is available in an effort to add more landscaping and on-street parking. The project cost



estimate is now \$4,752,321 with \$2,324,351 in participating costs funded by FDOT. The CRA is responsible for PBC Engineering administrative, design and CEI costs.

Design is moving forward without a roundabout. CRA Staff met with County Roadway Production and the project consulting engineers in February to discuss the design, scope and timeline of the project. The CRA has been asked to provide input on lighting design and landscaping.

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

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

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

## **FY18 – Phase II Belvedere Heights Streetlights & Sidewalks AND Water Mains/Drainage (MOBILIZED)**

Update: The contractor has begun construction of Phase II of the water mains and drainage project. Phase II of the TPA sidewalks and streetlights project will begin in the spring of 2022. Engenuity Group will continue to represent the CRA as PM on the drainage work.

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

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

## **FY17 – Phase I Belvedere Heights Streetlights & Sidewalks AND Water Mains/Drainage (IN CONSTRUCTION)**

Update: The water main and drainage work is complete. Phase I of the TPA grant project for sidewalks and streetlights project has mobilized. This phasing allowed the water main and drainage construction to take place prior to the work of the TPA grants, keeping the TPA projects on the timeline set by the FDOT.

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

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

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

#### **CRA Strategic Plan (ONGOING – TO BE REVISITED IN FY22)**

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

#### **Streetlights for Belvedere Homes (ONGOING)**

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



### Proposed Private Redevelopment Projects

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

Projects	Address	Status
The Hangar & Airfield Business Park	1050 N. Congress Ave. (former PBKC collateral property)	<ul style="list-style-type: none"> <li>In Zoning</li> <li>2/14/22 CRA Board meeting</li> <li>60,000+ sf of privately owned warehouse units (The Hangar) with collocated additional warehouse, vehicle sales/repair, community and assembly membership non-profit space</li> </ul>
EZ Express Carwash	1098 N. Military Trail (Walmart MUPD)	<ul style="list-style-type: none"> <li>In Zoning – review for ABN of restaurant use &amp; DRO approval for a 2,700 sf automatic carwash</li> </ul>
Cherry Road Plaza MUPD	Cherry Rd	<ul style="list-style-type: none"> <li>ZC approval 3/3/22</li> <li>In Zoning – review for ABN, DOA, Variances, DRO approval for a 161,000 sf (phased) self-service storage facility</li> </ul>
Broward Motorsports	2300 Okeechobee Blvd	<ul style="list-style-type: none"> <li>In Zoning – DOA to address phased plan, additional square footage for storage &amp; retail, access</li> </ul>
Murphy Express Gas Station/C-store	1010 Military Trail (Walmart MUPD)	<ul style="list-style-type: none"> <li>In Zoning - demolish vacant Walgreens &amp; relocate and expand existing Murphy Express and add c-store</li> </ul>
Palm Key Apartments	Cherokee Ave	<ul style="list-style-type: none"> <li>In Zoning – review for DRO approval</li> <li>7 townhome-style multifamily units on .46 ac – utilizing CRA density bonus units</li> </ul>
Museo Vault self-service storage (now Uovo Art)	4200 Westgate Ave	<ul style="list-style-type: none"> <li>BCC approval of ABN- Sept. '21 meeting</li> <li>proposing a 4-story, 50,000 sf fine art and antique storage facility</li> </ul>
Autumn Ridge LITC mixed use	Congress Ave	<ul style="list-style-type: none"> <li>DRO approval – LITC funded, will move forward with permitting</li> <li>106 units by Landmark Construction, 90% of units at or below 60% of AMI – 77 DBP units, TCEA and rezoning from RM to CG</li> </ul>
Soapy Shark Car Wash (formerly KFC/Jack's)	2200 Okeechobee Blvd.	<ul style="list-style-type: none"> <li>In construction</li> <li>DRO Approval &amp; 6 variances required</li> </ul>
Duplex development	1115 Osceola	<ul style="list-style-type: none"> <li>In permitting, amount outstanding, Property was sold in Dec. '21</li> <li>Utilizing 1 WCRA density bonus unit, non-conforming lot</li> </ul>
Cottage Home projects	Nokomis Ave (4 units) Saranac (3 units) Saginaw/Saranac (14 units)	<ul style="list-style-type: none"> <li>In construction (DPE Homes)</li> <li>In construction (Nestor Martin)</li> <li>Completed &amp; all owner occupied</li> </ul>
Congress Avenue - Greene Apartments	1710 N. Congress Ave	<ul style="list-style-type: none"> <li>In construction</li> <li>198 units (138 density bonus units from WCRA pool; 55 income restricted)</li> <li>SFWMD permit utilizes available acre feet from the Preserve</li> </ul>
MacDonald Ind./McArthur Dairy	N. Florida Mango	<ul style="list-style-type: none"> <li>On hold</li> </ul>
Dos Hermanos Mixed Use	Westgate & Seminole Blvd	<ul style="list-style-type: none"> <li>Administratively withdrawn</li> </ul>

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

**February 14, 2022**

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

Mr. Daniels, the Board Chair, called the meeting to order at 5:03p.m. The roll was called by Ms. Bui.

**Present:** Ronald L. Daniels  
Joanne Rufty  
Enol Gilles  
Ralph Lewis  
Ruth Haggerty

**Absent:** Joseph Kirby  
Yeraldi Benitez

**Staff Present:** Elizée Michel, Executive Director  
Denise Pennell, Senior Planner  
Carmen Geraine, Bookkeeper  
Mai Bui, Administrative Assistant  
Thomas J. Baird, Esq., General Counsel

**Others Present:** Dorritt Miller, Assistant County Administrator, Deputy George Gomez, Deputy Adam Robinson, Keith Jackson, PE, Engenuity Group, CRA Engineer, Chuck Lesnick, Monique, John Donaldson, Scott, Joni Brinkman, Kyle Laptop, Beth, Elle Zach (All Virtually Via Zoom)

**II. AGENDA APPROVAL**

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

The following modifications was made to the Agenda

- Item #2 "Schmidt Nichols Work Authorization and Proposal for Planning Services for Unified Land Development Code (ULDC) Amendments" was moved to consent agenda.
- Item #3 "Approval of Time Extension for All Site Construction Contract" became item #1 on the Regular Agenda.
- "Approval of Internal Audit Policy" was added to the Regular Agenda as item #2

- Item #1 “Approval of the Hangar & Airfield Business Park for Vehicle Sales & Rental, Light, for Warehouse & Assembly Membership Not for Profit Uses and related Waivers and Variances” became Item #3 on the Regular Agenda.

## **2. Adoption of Agenda**

- It was moved by Ms. Haggerty and seconded by Ms. Rufty to adopt the Agenda as amended. Motion carried (5-0)

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

- It was moved by Ms. Haggerty and seconded by Ms. Rufty to adopt the January 10, 2022 minutes. Motion carried (5-0)

## **IV. PUBLIC COMMENT**

- PBSO Deputy Gomez and Deputy Robinson gave a brief report to the Board about police activities in the Westgate CRA area for the previous month.

## **V. DISCLOSURES**

- No disclosures

## **VI. CONSENT AGENDA**

- Schmidt Nichols Work Authorization and Proposal for Planning Services for Unified Land Development Code (ULDC) Amendments.

**It was moved by Ms. Rufty and seconded by Ms. Haggerty to approve the consent agenda. The motion passed unanimously (5-0)**

## **VII. REGULAR AGENDA**

### **1. Approval of Time Extension for All Site Construction Contract**

Mr. Michel introduced the item. The CRA had entered a contract with All Site Construction to complete a dog park on Oswego Ave. and Seminole Blvd. on September 13, 2021. However, certain circumstances not controlled by staff, or the contractor have caused some delays to the project. According to the contract the project should have reached

substantial completion on January 14, 2022, but the contractor was not able to meet that deadline. Additional electric work took more time to design. Some delays were experienced in obtaining quotes and installation of water meter. The Master Permit was not issued until November 24, 2021. Because of these delays, the contractor was not able to meet the completion deadline. The contractor is asking to have until March 24, 2022, to substantially complete the project.

The project is now back on track. Staff is confident that the Contractor is progressing well enough to meet the new deadline.

**It was moved by Ms. Rufty and seconded by Ms. Haggerty to approval time extension. The motion passed unanimously (5-0)**

## **2. Approval Internal Audit Policy**

Mr. Michel presented the item.

### **A. Selecting Independent Auditor**

1. The CRA should hire an independent consultant, in addition to the external auditor that audits annually the CRA's financial records.
2. The CRA will use the independent consultant to review periodically the financial records and review the CRA's compliance with local and state reporting requirements.
3. The Consultant who reviews periodically the financial records should be a Certified Public Accountants (CPA).

### **B. Frequency of Audits**

1. The CRA will use an independent consultant (a CPA) to review the CRA's financial records quarterly and make recommendation to administration for correction before the general audit takes place.
2. The CRA will use an independent CPA to review the CRA's compliance with local and state requirements two times a year. Recommendation for correction should be considered by the CRA before the general audit takes place. Those reviews should take place before CRA compliance reporting are due, per state guidance and timelines.

### **C. Scope of Audit**

1. The quarterly financial review should include but not limited to:
  - a. Review of all purchases of \$1,000 or greater for proper recording
  - b. Reconciliation of all expenses of \$1,000 or greater
  - c. Review all account payables

- d. Review all account receivables and deliverables
  - e. Review allocations between funds
  - f. Reconcile grant reporting and status
  - g. Other tasks as deemed necessary
2. The review of the local and state requirements shall include but not limited to the following:
- a. Review reporting requirements for any new report added by law during the year.
  - b. Review submittal of the following annual reports:
    - I. Website filing of up to date CRA detailed district information (Ch. 189)
    - II. CRA budget is posted on official CRA website pages two days prior and 30 days after adoption (September/October) (Ch. 189)
    - III. Annual filing fee \$175 and any updates to FL Special District Office (Dec) (Ch. 189)
    - IV. Inclusion of CRA in annual financial report (AFR/CAFR) of governing body (within 45 days after the completion of the audit or by June 30) (Ch. 218)
    - V. CRA local annual report completed w notice in newspaper (March) (Ch. 163 Part III)
    - VI. Copy of annual audit to each taxing authority and to Auditor General (45 days after completion or June 30) (Ch. 218)

It is the responsibility of the CRA administration to ensure that these procedures are followed. Any finding of significance should be reported to the CRA Board and included in the Annual Audit Report.

**It was moved by Ms. Haggerty and seconded by Mr. Lewis to approve the Internal Audit Policy. The motion passed unanimously (5-0)**

**3. Approval of the Hangar & Airfield Business Park for Vehicle Sales & Rental, Light, for Warehouse & Assembly Membership Not for Profit Uses and related Waivers and Variances**

Ms. Pennell presented the item and Hangar Group made a presentation to the Board. The subject +/- 11.7-acre site is located on the east side of Congress Avenue near the northeast corner of Congress Ave. and Belvedere Rd. The site, once a collateral property to the larger +/- 47-acre Palm Beach Kennel Club (PBKC or Kennel Club) property to the west, was recently purchased from the owners of the Kennel Club by The Hangar Bravo, LLC., the applicant.

The entire site is within the UG (Urban General) Sub-area of the WCRAO, and within multiple zoning districts: RM (Multifamily Residential), CN (Neighborhood Commercial), and CG (General Commercial). The site has a Future Land Use designation (FLU) of CH/8 (commercial high with an underlying residential land use of 8 du's/acre). The site is in the U/S (Urban/Suburban) Tier, the RRO (Revitalization and Redevelopment Overlay), the URA (Urban Redevelopment Area), and in the Westgate CCRT area.

The applicant proposes to develop the former Kennel Club collateral property with a mix of complimentary, collocated uses, anchored by "The Hangar" on the northern portion of the site described by the applicant as "a unique private garage country club comprised of warehouses for condominium ownership by private collectors", which also includes an owner's lounge for common use, meetings and socializing.

On the southern portion of the site additional warehouse, and boutique vehicle repair and sales uses; these uses would be open to the public, whereas the Hangar units would be privately owned and inaccessible by the general public.

Given its acreage and location, the site, once developed, will dramatically bolster the CRA's TIF, which allows the Agency to continue redevelopment activities that benefit the entire community. The CRA also projects that development on this site will be met with enthusiasm in real estate investments circles, shining a light on the redevelopment area and the potential it holds, ideally generating cascading economic development and ancillary uses. CRA Staff estimates that based on current County millage rates, purchase price, assessed and improvement values, and anticipated construction costs, the taxable value of the property, once fully built, is estimated at \$300,000 of annual TIF contributions to the CRA, with predicted increases as hangar units are bought and sold over time.

### **Summary of Petition**

The application requests the following approvals:

1. Rezoning from the CG, General Commercial, CN, Neighborhood Commercial, and RM, Multi-Family Residential, zoning districts to the MUPD, Multiple Use Planned Development, zoning district ("Rezoning");
2. Class A Conditional Use approval to allow +/- 14,750 square feet of Vehicle Sales and Rental Light use ("Conditional Use");
3. Type 2 Variance from ULDC Section 7.C.4.A.1.a to allow one (1) landscape island per nineteen (19) parking spaces with a maximum spacing of four hundred seventy-five feet (475') in lieu of the requirement for one (1) landscape island per ten (10) parking spaces with a maximum spacing of one hundred feet (100');
4. Development Review Officer ("DRO") Approval for +/- 6,000 square feet of Assembly Membership Non-Profit use; and
5. DRO Approval for +/- 205,720 square feet of Warehouse use. (Approvals collectively referred to herein as "Project"); and,

6. 841 net external daily trips; 76 net am peak hour and 96 net pm peak hour trips to be allocated from the WCRA Transportation Concurrency Exception Area (TCEA) pool.

Also, a code amendment is needed to allow the project to move forward since warehouse is not allowed in the WCRA Overlay in the UG sub-area where the project is located. There are two options for amendments that can facilitate the project. The first option is a text amendment to the WCRA overlay use regulations table that would allow warehouse use in the UG sub-area, but it is not prudent to open up the whole UG area for warehouse or light industrial uses. The second option, favored by staff, is to redraw the sub-area map and include the Hangar site into the UI (Urban Industrial) where warehouse is already allowed. Though, option two is preferred, staff will continue to work with the developer and County staff to find a path where the project can be approved without delay.

CRA Staff will seek Board approval of the necessary companion WCRAO amendment when justification for such amendment has been fully developed by CRA Staff and vetted by the County's Zoning Division, prior to routing through the LDBRAB/LDRC review process.

**B. Recommendation:** Staff requests CRA Board recommendation of approval for the following:

1. Rezoning from the CG, General Commercial, CN, Neighborhood Commercial, and RM, Multi-Family Residential, zoning districts to the MUPD, Multiple Use Planned Development, zoning district ("Rezoning");
2. Class A Conditional Use approval to allow +/- 14,750 square feet of Vehicle Sales and Rental Light use ("Conditional Use");
3. Type 2 Variance from ULDC Section 7.C.4.A.1.a to allow one (1) landscape island per nineteen (19) parking spaces with a maximum spacing of four hundred seventy-five feet (475') in lieu of the requirement for one (1) landscape island per ten (10) parking spaces with a maximum spacing of one hundred feet (100');
4. Development Review Officer ("DRO") Approval for +/- 6,000 square feet of Assembly Membership Non-Profit use; and
5. DRO Approval for +/- 205,720 square feet of Warehouse use. (Approvals collectively referred to herein as "Project"); and,
6. 841 net external daily trips; 76 net am peak hour and 96 net pm peak hour trips to be allocated from the WCRA Transportation Concurrency Exception Area (TCEA) pool.

Board members asked the consultants several questions regarding taxes, construction time frame. It was indicated that the project will not be seeking any tax abatement and should be completed within four years.

**It was moved by Mr. Lewis and seconded by Mr. Gilles to approve the staff recommendations for the approval of the Hangar & Airfield Business Park. The motion passed unanimously (5-0)**

#### **VIII. STAFF REPORTS**

Staff with working with Fire Rescue to demolish the properties.

Celebrate Westgate will be on April 9, 2022.

Rooney 5K Run will be on April 16, 2022.

Design of Westgate Avenue is completed. Request for construction bid is being issued.

Belvedere Heights Phase 2 for the drainage project has started.

#### **IX. AJOURNMENT**

**It was moved by Ms. Rufty and seconded by Ms. Haggerty to adjourn the meeting. The meeting adjourned at 5:50p.m.**

\_\_\_\_\_  
Mai Bui

Administrative Assistant, Westgate CRA



The Westgate CRA is a dependent special district of Palm Beach County Board of County Commissioners. It was created in 1989 under Florida Statutes Chapter 163 Part III. In accordance with the Statutes, the Westgate CRA uses the Redevelopment Plan as a guide for all its spending. The Redevelopment Plan is a live document and was amended last in 2017 and includes six focus areas. The focus areas are based first on the mandates of the Statutes, second on the analysis of existing conditions and third on the identification of opportunities and strategies needed to remove slum and blighted conditions in the CRA district. Focus Area 1 – Economic Development & Redevelopment prioritizes activities in the two primary commercial corridors, Westgate Avenue & Congress Avenue by devising a strategy and providing programs and incentives to stimulate economic development in those corridors. The Focus Area 1 focuses also albeit to a lesser degree on the Okeechobee Blvd. and the Military Tr. Corridors. Focus Area 2 – Market Positioning highlights the benefits of investing in the CRA District to potential developers and business owners. Focus Area 3 – Housing responds to the obligations of CRA to facilitate the development of decent affordable housing in the CRA District. Focus Area 4 – Community Improvement puts in place a strategy to support crime prevention activities, property maintenance and clean-up and community events. Focus Area 5 – Infrastructure proposes program ideas needed to improve and develop a safe physical environment for residents such as installing streetlights, sidewalks, drainage system and public open spaces. Focus Area 6 – Planning for Redevelopment explores the best strategies to put in place to develop, fund and implement redevelopment programs that will improve the CRA District. It is the CRA's intent to revise the Plan every five years. The Agency will continue to use its Plan to develop annual budgets.

In fiscal year 2021, The CRA spent a total of \$60,000.00 in economic development fund to aid small businesses affected by the COVID-19 pandemic. The funds were disbursed as a one-year forgivable loans to six qualified businesses. This program aimed at retaining vulnerable businesses that are struggling during this difficult time. This program is the implementation of strategies outlined in Section 4 and 5 of the Plan addressing Focus Area 1, 2 and 5.

The CRA used \$100,000 to purchase a 100X115 ft lot on Cherokee Ave for future redevelopment activity. The parcel is located near another CRA lot on Westgate Avenue. It is part of an assemblage needed to develop a mix-used project in the Westgate Avenue Corridor. Acquisition of land for future redevelopment is part of Focus Areas 1, 2 and 3 of the CRA Redevelopment Plan.

The CRA funded the community garden development with \$97,825.91. The garden and its greenmarket provide fresh produces, field trips and education opportunities for the residents of the CRA. It also exposes non-resident visitors to the Westgate area. This activity is developed under Focus Areas 2 and 4.

Several homeowners received grants to improve the appearance of their home or address code violation under the CRA's Neighborhood Improvement Program. Residents were able to repair septic systems, replace roofs, install fences, windows and doors, and address other issues to improve their home. This program is an implementation of housing activities found under Focus Area 3.

The CRA continues to cooperate with Palm Beach County Sheriff's Office to ensure a solid police presence in the District. The CRA rents a facility in the area for the officers to use. The facility is located in an area that badly needs the police presence. The officers come there, when needed, instead of driving away from the area, to write reports, use internet and make calls. Their presence and that of their cars have pushed away many bad elements. \$10,961.63 were spent for this program. These endeavors are part of Focus Area 4 of the Plan.

In Fiscal Year 2020-2021, the CRA invested \$2,500 to design a dog park for the community. This park is being developed in partnership with Solid Waste Authority who is funding a portion of the construction cost. The park will provide space for residents to take their dog. The park activities relate to Focus Area 5 of the Plan.

The agency spent funds to pay for the maintenance of streetlights, vacant lots, parks, preserves and vacant houses. These activities fall under Focus Area 2, 4 and 5.

Many infrastructure improvement projects are being developed by the CRA in collaboration with Palm Beach County Engineering Department. The CRA made two advance payments totaling \$2,018,000 to Palm Beach County for the construction of Phase 1 of the Belvedere Heights project to install sidewalks and streetlights. Another advance payment in the amount of \$275,000 was issued also for the administration and construction, engineering. A fourth advance payment for \$180,820 was made to the County for the Seminole Boulevard streetscape project. The construction of these projects will be funded, in part, by grant funding from the Palm Beach County Transportation Planning Agency (TPA) in collaboration with the Florida Department of Transportation (FDOT). Design and inspection cost to replace watermains and install a drainage system in Belvedere Heights of \$69,842 was also paid during the fiscal year. Moreover, the CRA continues to fund the maintenance of drainage infrastructure created in previous years to mitigate flooding in the area. These efforts fall under Focus Area 5 of the Redevelopment Plan.

Some funds were used to pay planning consultants, lawyers, engineers and surveyors to process code amendments, design engineering projects, research property titles, prepare surveys and plats to facilitate redevelopment activities in the area. Planning activities are discussed in Focus Area 6 of the Redevelopment Plan.

In 2021, the budget grew by 9% due to increasing tax revenues resulting from steady value increase of residential and commercial properties. The CRA has several other projects in planning stages. It is hoped that funding will be available to build more in the future.



2465 Mercer Ave, Suite 303  
West Palm Beach, FL 33401

02/25/2022

**RE: Nokomis Properties - West Palm Beach, FL 33409 – SDAP**

Dear WCRA,

We are reaching out as a small developer in Palm Beach County. We have been operating in West Palm Beach since 2015 and specialize in providing affordable housing for the population of the area. You may remember us back in February 2019 when we presented and got approval to purchase your former parcel off Genessee Ave, where we built two new single-family residences. We have since then built six of our Andre Model in the Westgate Area over the past year, and are adding two more on our sites located at 2811 & 2810 Saranac Ave this month. We are also integrating a new product in the area; the “single-family alternative”, which are fee simple houses built in the original 25’ lots from the Westgate Estates plat. We have completed 14 of this model and currently working on our last 4, for a total of 26 NEW housing in the WCRA from our team. We consider ourselves the *Single-Family* leader in the area, opening doors for more developer to follow our path. We receive positive feedback about our work from Westgate resident and potential builders/developer on a monthly basis.

This application is in regards to our last phase of our “Goelet Properties”; the “Nokomis Properties” a 4 contiguous single family located at the corner of Seminole Blvd and Nokomis Ave. We are applying for the \$20,000 (\$5,000 per dwelling) maximum allowance from the Site Development Assistance Program fund in order to help with the development of 4 of those properties. As of today, the total retail value of this project is \$1,360,000, and our company’s projected revenue for FY2021 is 5.8m, FY2022 is 4.8m and FY2023 = 4.8m.

## Project Narrative

The “Nokomis Properties” consists of a 100’ x 115’ site that used to have an old house on it, which we demolished back in 2020. We then subdivided the lot into the 4x 25’ platted lots and filed for our building permits. As of today, the 4 properties have about 80% completed and all of them are sold to owner-occupants. Please note that our pricing for this phase had to go up due to a substantial increase in construction costs, as well as general market demand appreciation. All of these properties are under contract for \$339,900 and sold fairly rapidly as our product is among the best value in Palm Beach County.

Our Goelet model is a 3-bedroom, 2 baths dwelling structure. It has 1,175 SF under air, and a total of 1,274 SF under roof including the covered front entry and back patio. The architecture and finishes are modern, compatible and meeting today’s buyer’s demand and taste. This model was specifically developed by us to accommodate a narrow site; it is built along the lot length, yet still offering full commodities of a “regular” home. All of our homes are CBS construction, impact rated glass, tankless water heater, modern finishes, 42” cabinets with Dallas White granite stone, pavers driveway, stainless steel appliances, and so many more standard features that are not being charged as extra. The Goelet Properties are consistent with what is allowed by the NRM Sub-Area Property Development Regulations of the Land Development and Florida Building Code.

We understand that the SDAP has some eligible and ineligible expenses, all subject to Board’s approval. As per the guidelines, the following elements are eligible; Pre-Development Expenses (site design, architecture, engineering, entitlement and permitting), Landscaping Expenses, Exterior Stucco, Installation of Parking Areas (stone pavers used in our case) and Exterior Windows upgrade (full hurricane impact windows and doors). We plan on using the grant for Pre-Development expenses; entitlement and permitting, as we had to improve the sewer and water infrastructure for our site in order to accommodate the higher density, a lengthy, tedious and costly process.

We are including with this application a breakdown of our construction budget – which has greatly increased since our first phase, visual from completed dwellings, a copy of the floor plan & elevations, building permits and warranty deed confirming our ownership. We trust that this complete application will be acceptable for the WCRA members and their Board for grand approval. We have been very involved in the Westgate area over the past 4 years, making the community better and providing much needed affordable housing to its residents.

Do not hesitate to contact us with any questions.

Best regards,

A handwritten signature in black ink, appearing to be 'P. Boucher', with a horizontal line above the first part of the signature.

**Philippe O Boucher, Founder and Manager.**

## SITE DEVELOPMENT ASSISTANCE PROGRAM APPLICATION

Applicant Name: Philippe O Boucher, Manager

Business Name: DPE Homes LLC

Business Address: 2465 Mercer Ave, Suite 303

West Palm Beach, FL 33401

Mailing Address (if different than above): \_\_\_\_\_

Phone: 561-536-6145

Email: info@elitecapdev.com

Website: www.dpehomesrealty.com

Property Control Number (PCN#): 00-43-43-30-03-039-0270 + \*0280 + \*0290 + \*0300

EIN#: DPE Homes LLC (disregarded entity) - 61-1914160 / Elite Capital Development Inc. - 81-0771126

Applicant's business/development site is:  
(attach copy of multi-year lease or warranty deed)

☒ Owned ☐ Leased

Applicant's project includes: (check all that apply)

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Exterior Lighting                            | <input type="checkbox"/> Landscaping      | <input type="checkbox"/> Roof Repair                 |
| <input type="checkbox"/> Commercial Parking                           | <input type="checkbox"/> Exterior Signage | <input checked="" type="checkbox"/> New Construction |
| <input type="checkbox"/> Expansion/Renovation of an existing building |   |  |

Project Budget:

1. Interior Renovations/Improvements: \$ \_\_\_\_\_

2. Exterior Renovations/Improvements: \$ \_\_\_\_\_

3. Pre-development/Permitting: \$ \_\_\_\_\_

4. Total Project Budget: \$ ~~1,266,740~~ \$1,266,740

Are you applying for grant assistance under any other program offered by the CRA: Yes ☐ No ☒

If so, what other programs are you applying for: \_\_\_\_\_

Have you been approved for funding by the CRA Board: Yes ☒ No ☐ If so, amount: \$ 80,000 \_\_\_\_\_?

***Please read the section below carefully. After you have read the entire application, sign the form below and submit your completed application to the CRA offices.***

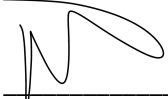
I, the undersigned, being a principal of the business applying for assistance under the Site Development Assistance Program, certify that the business is in the Westgate/Belvedere Homes Community Redevelopment Area within the unincorporated area of Palm Beach County.

I understand that the CRA may, at its sole discretion, discontinue subsidy payments at any time if in its sole and absolute determination it feels such assistance no longer meets the program criteria or no longer furthers the Westgate CRA Community Redevelopment Plan.

I understand that this application is not a guarantee of assistance. Should my application be approved, I understand that I am committing to completing the project I have represented in this application and obtaining a Certificate of Occupancy or the necessary satisfactory inspection notices signifying that the work has been done in accordance with County ordinances and codes. I agree to obtain all necessary County or other governmental or State approvals and/or licenses prior to beginning any work. Failure to do so may jeopardize my ability to receive reimbursement under this grant program.

I understand that the project represented in this application must receive CRA Board approval before the work is completed in order to be eligible for reimbursement.

I have read this program brochure in its entirety and by signing below accept the terms of the program as represented in this brochure. I understand that if this application is submitted incomplete, it will not be processed.



Applicant's Signature

Philippe O Boucher

Printed Name

02/25/2021

Date

### APPLICATION CHECKLIST

The completed application must include the following items prior to processing:

- ☒ Signed and completed application form
- ☒ Business Plan or Executive Summary, including a narrative describing the business, its operations, its business principles, impact on the community, and potential for area resident employment
- ☒ Detailed 3-year budget projections of revenues and expenses
- ☒ Historical financials for the past three years, in a sealed envelope (existing businesses only)
- ☒ Copy of multi-year lease (including expressed permission from landlord to make changes as outlined in the project) or copy of Warranty Deed showing property ownership
- ☒ Narrative description of entire project, broken down into interior and exterior improvements and/or renovations, including financing sources
- ☒ Detailed breakdown of exterior renovations and improvements for which reimbursement is being requested under the grant program.

-----  
**OFFICE USE ONLY:**

Pre-application meeting date: \_\_\_\_\_ Meets eligibility requirements: Yes ☐ No ☐

CRA Board meeting date: \_\_\_\_\_ Recommend Board approval: Yes ☐ No ☐

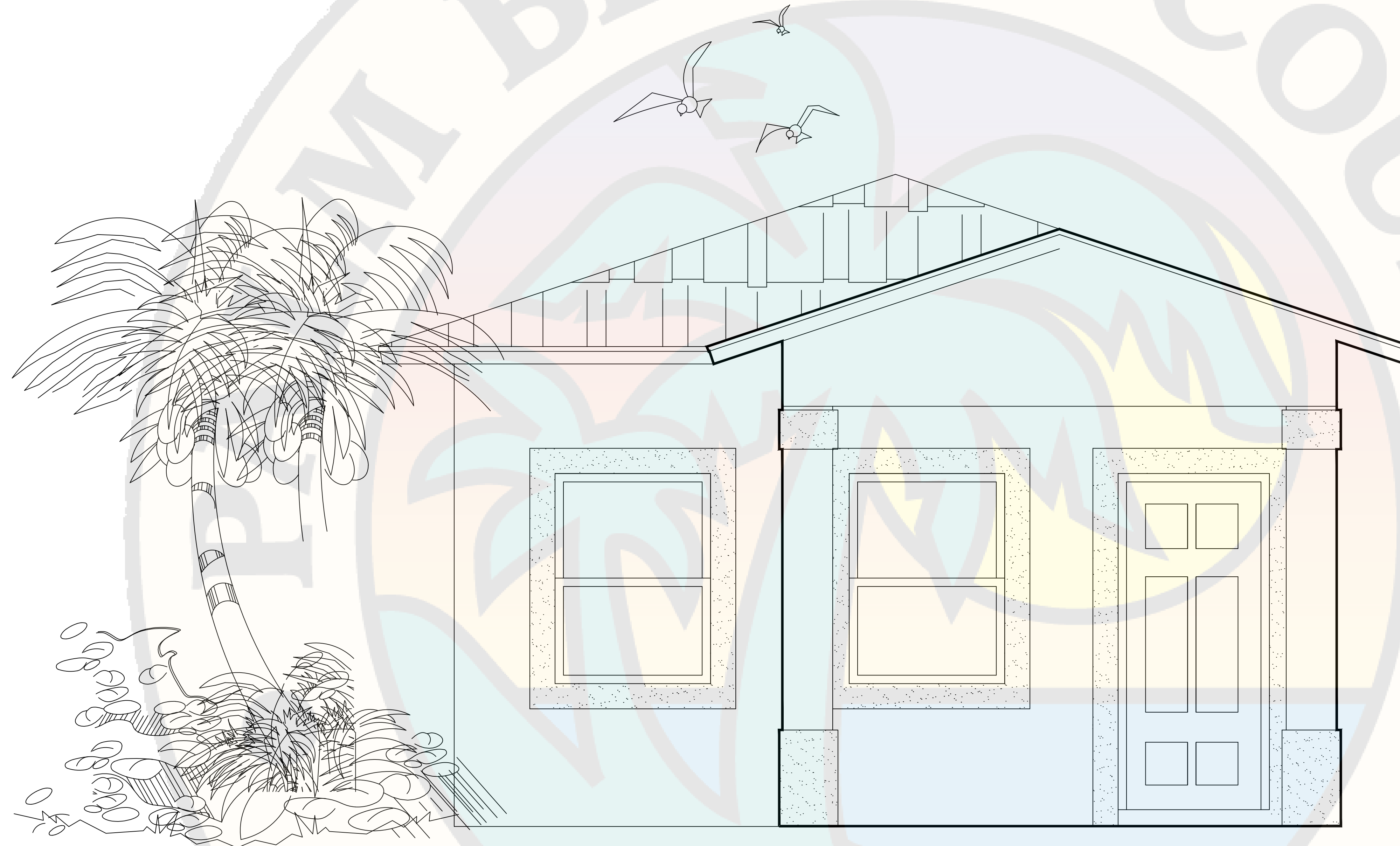
Application notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ CRA staff initials: \_\_\_\_\_

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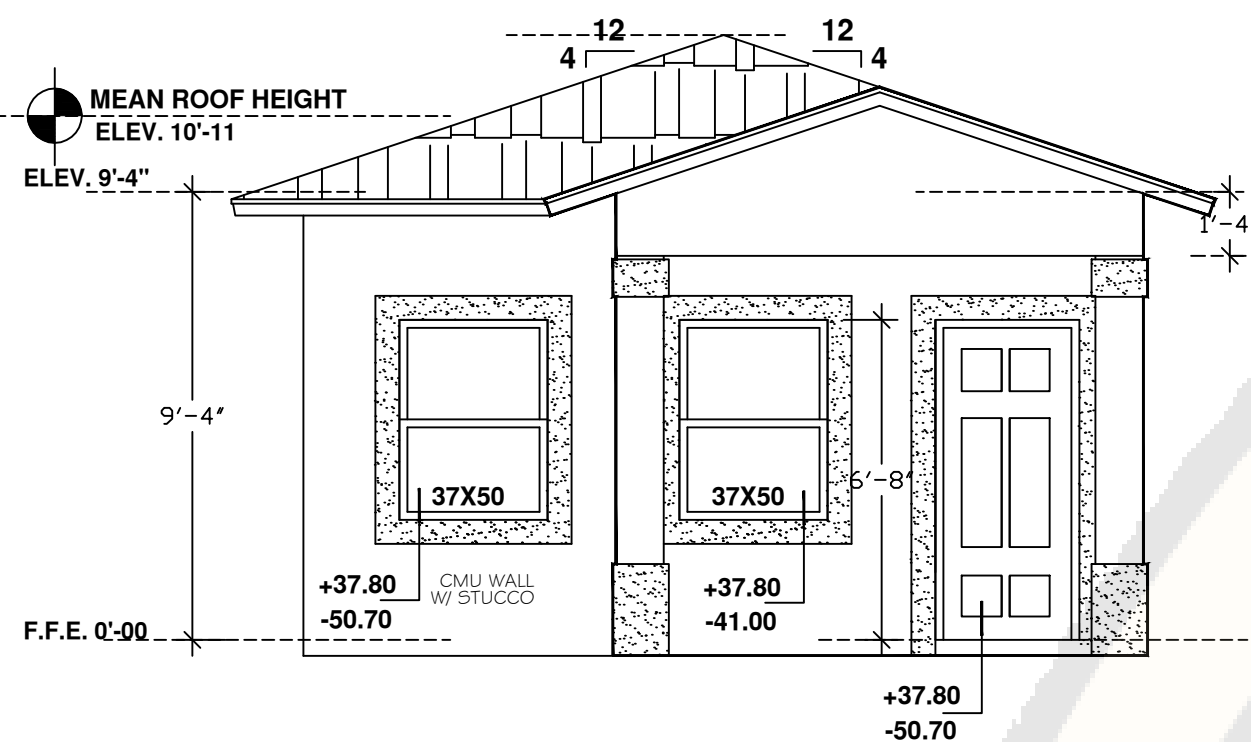




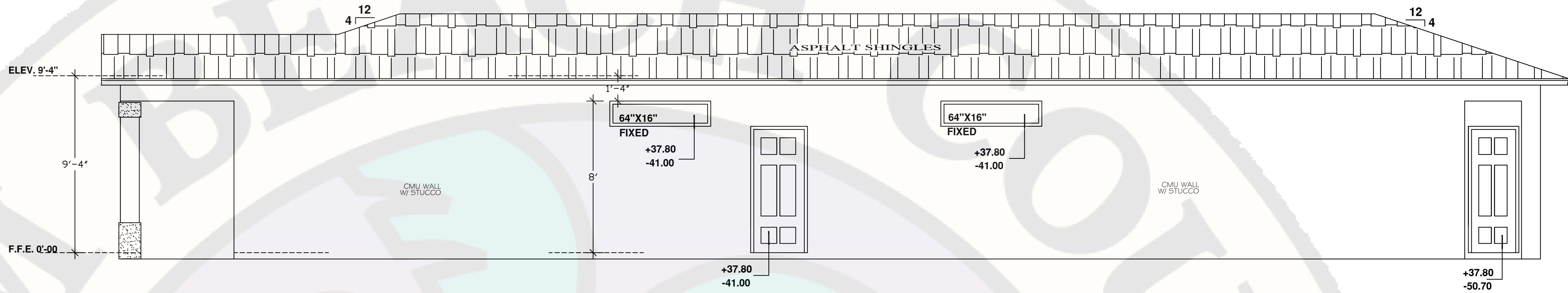
DPE Homes LLC

PCN. 00-43-43-30-03-039-0270

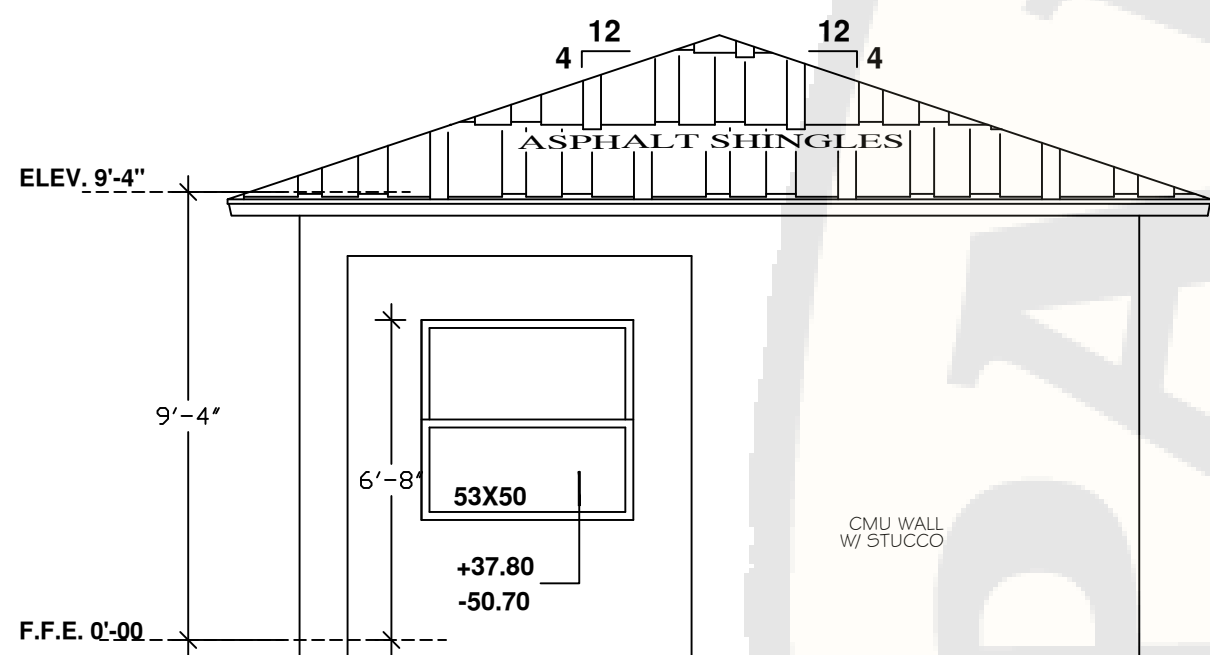
XXXX NOKOMIS AVE  
WEST PALM BEACH, FL.



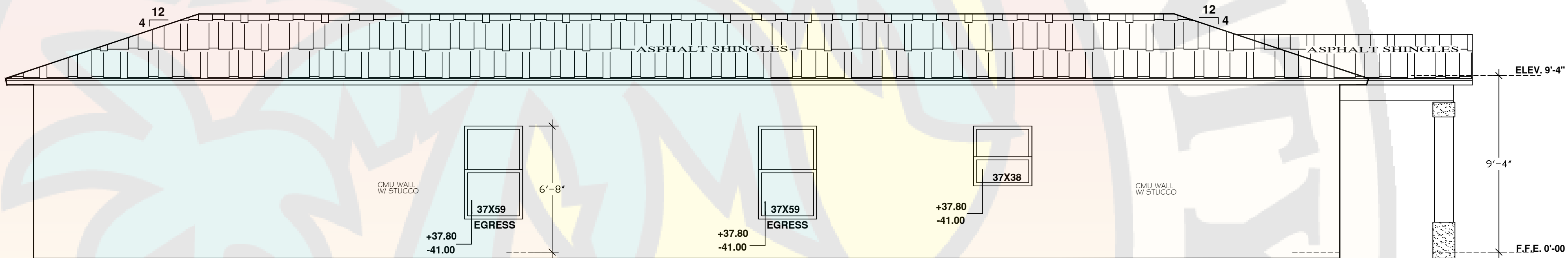
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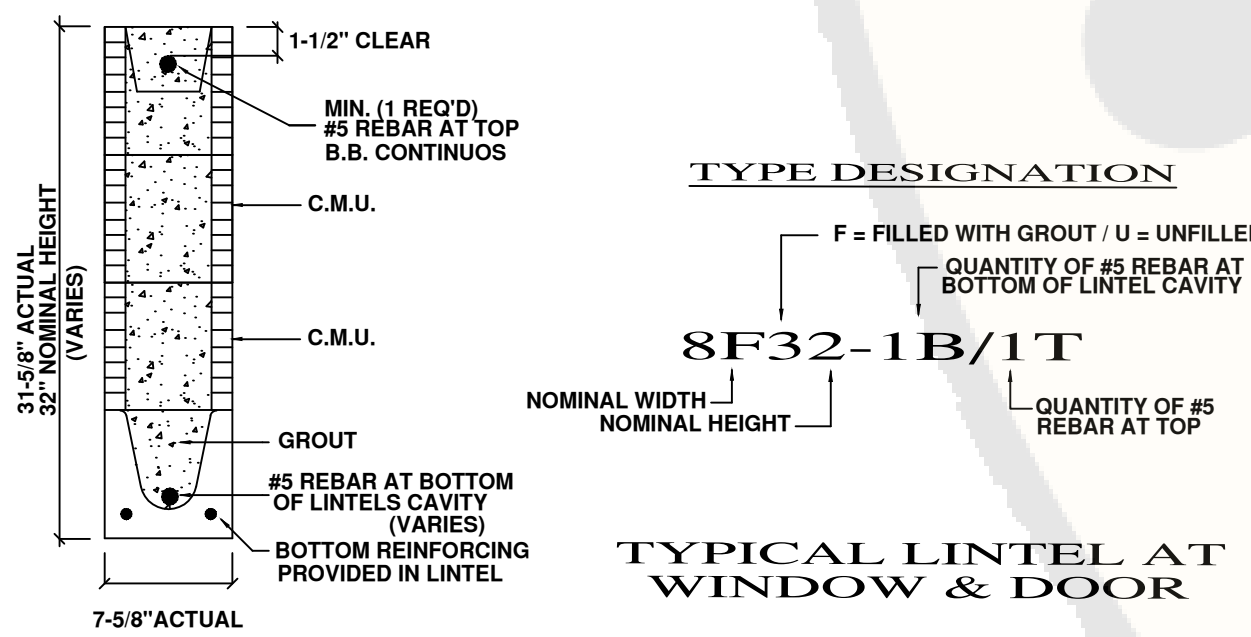
**WEST VIEW**  
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**SOUTH VIEW**  
SCALE: 1/4"=1'-0"



**EAST VIEW**  
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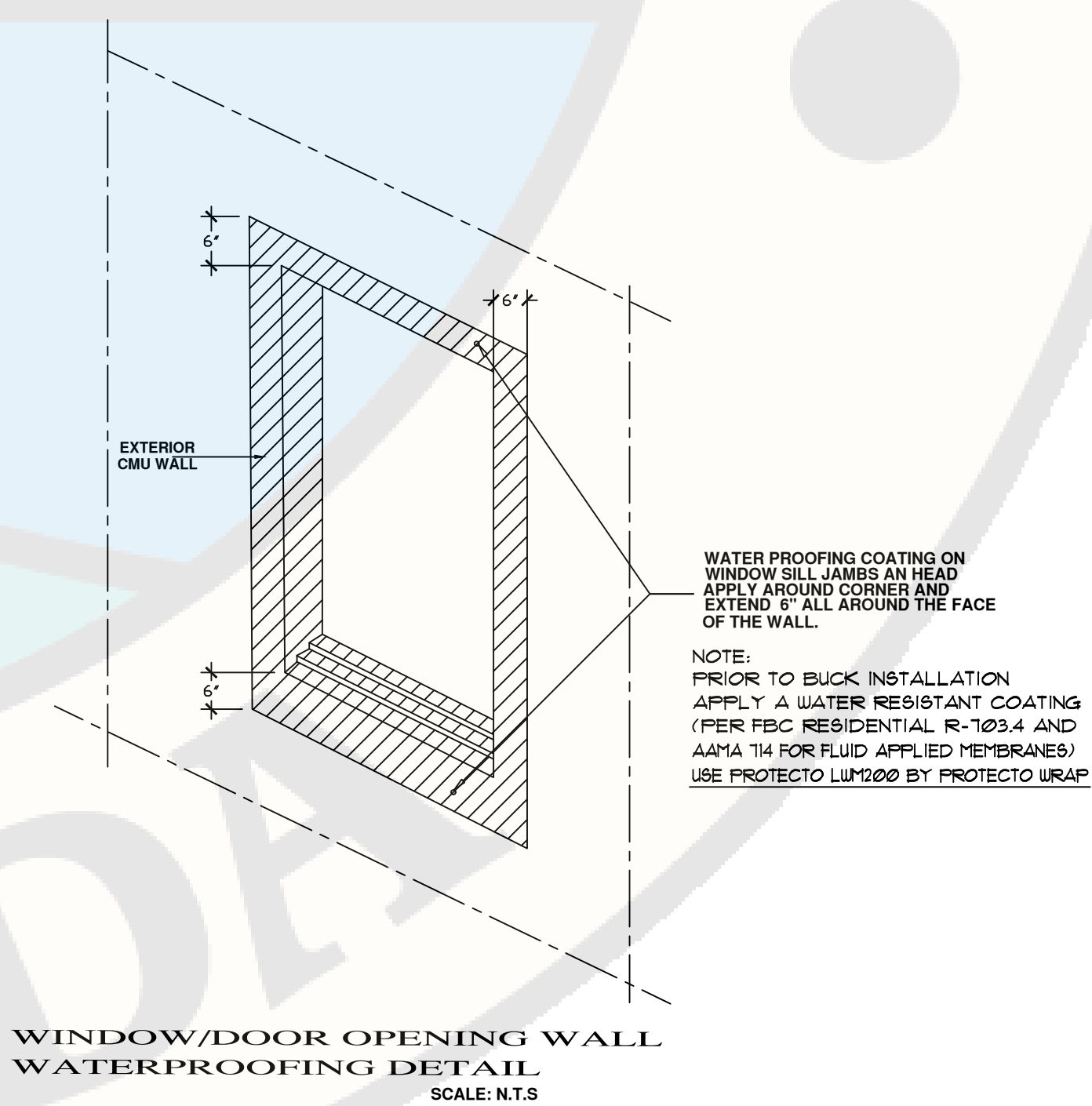


NOTE: FLORIDA CERTIFICATE OF PRODUCT APPROVAL No. FL158.  
PRECAST, PRESTRESSED CONCRETE LINTELS:

- A- PRECAST, PRESTRESSED CONCRETE LINTELS TO BE PROVIDED BY CAST-CRETE (OR APPROVED EQUAL) AND INSTALLED IN STRICT ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS. SHORE FILLED LINTELS AS REQUIRED. PROVIDE MINIMUM 4" BEARINGS AT EACH END.
- B- 1#5 REINFORCING BARS ON TOP.
- C- STANDARDS: COMPLY WITH REQUIREMENTS OF PCI, ACI 301, ACI 318 AND ACI 530.
- D- REINFORCING BARS: ASTM A615, GRADE 60.
- E- PRESTRESSED TENDONS: ASTM A416, GRADE 270, UNCOATED, 7/32" WIRE, LOW RELAXATION STRAND.
- F- CONCRETE:  
1- CEMENT: ASTM C150, TYPE I OR III.  
2- FLY ASH: ASTM C618, CLASS C OR F.  
3- SILICA FUME: ASTM C1240, AMORPHOUS SILICA.  
4- AGGREGATES: ASTM C33, MAXIMUM 3/8" DIAMETER.  
5- STRENGTH: MINIMUM 3,500 Psi AT 28 DAYS FOR PRECAST LINTELS AND 6,000 Psi FOR PRESTRESSED LINTELS.  
6- GROUT STRENGTH: MINIMUM 3,000 Psi.

8F32					
CAST-CRETE U LINTEL SCHEDULE					
PRECAST & PRESTRESSES					
LINTEL NO.	SIZE	TYPE	ALLOWED GRAVITY	ALLOWED UPLIFT	
L-1	2'-10"	8F32-1B/1T	11809	7001	
L-2	3'-6"	8F32-1B/1T	11809	6079	
L-3	4'-0"	8F32-1B/1T	11809	5379	
L-4	4'-6"	8F32-1B/1T	10127	4522	
L-5	5'-4"	8F32-1B/1T	8328	4133	
L-6	5'-10"	8F32-1B/1T	8825	3712	
L-7	6'-6"	8F32-1B/1T	6472	3228	
L-8	7'-6"	8F32-1B/1T	6390	2500	
L-9	9'-4"	8F32-1B/1T	4754	2011	
L-10	10'-6"	8F32-1B/1T	4006	1753	
L-11	11'-4"	8F32-1B/1T	3552	1585	
L-12	12'-0"	8F32-1B/1T	2883	1323	
L-13	13'-4"	8F32-1B/1T	2630	1220	
L-14	14'-0"	8F32-1B/1T	2712	1131	
L-15	14'-8"	8F32-1B/1T	2513	1054	

8RF30					
8" PRECAST W/ 2" RECESS DOOR U-LINTELS					
PRECAST & PRESTRESSES					
LINTEL NO.	SIZE	TYPE	ALLOWED GRAVITY	ALLOWED UPLIFT	
L-21	4'-4"	8RF30-1B/1T	10893	5140	
L-22	4'-6"	8RF26-1B/1T	10893	4943	
L-23	5'-8"	8RF26-1B/1T	9311	3911	
L-24	5'-10"	8RF26-1B/1T	8706	3799	
L-25	6'-8"	8RF26-1B/1T	10893	3329	
L-26	7'-6"	8RF26-1B/1T	10893	2968	
L-27	9'-8"	8RF26-1B/1T	5891	2180	



REVISIONS		
NO.	DATE	COMMENTS





DATE:	APRIL 2021
SCALE:	AS SHOWN
GOARCH DRAFTING CORP.	
dwg by: C. Arocha	
561-818-5171	

Digitally signed by Lillian Gonzalez	Date: 2021.05.18 15:42:08 -0400

GOARCH ENGINEERING INC.	LILLIAN GONZALEZ Ph.D. P.E.
1824 RICHARD LN	FL. REG. ENG. #79442
PALM SPRINGS, FL 33406	CA CERTIFICATE # 33045
PH #561-294-6929	

DPE Homes LLC  
PCN. 00-43-43-30-03-039-0270  
XXXX NOKOMIS AVE  
WEST PALM BEACH, FL.

REVISIONS	DATE	COMMENTS
NO.		

1-4

NOTE:  
CONTRACTOR SHALL PROVIDE  
BLOWER DOOR TEST COMPLIANCE REPORT  
AT FINAL BUILDING INSPECTION  
with copy of tester certification required per  
FBC-EC-R 402.4.1.2  
If the ACH is less than 3, mechanical ventilation is required.

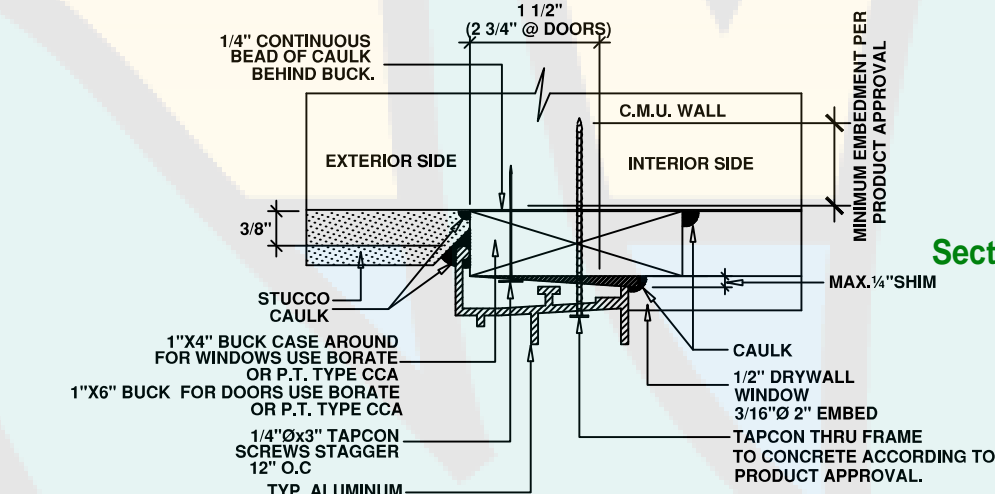
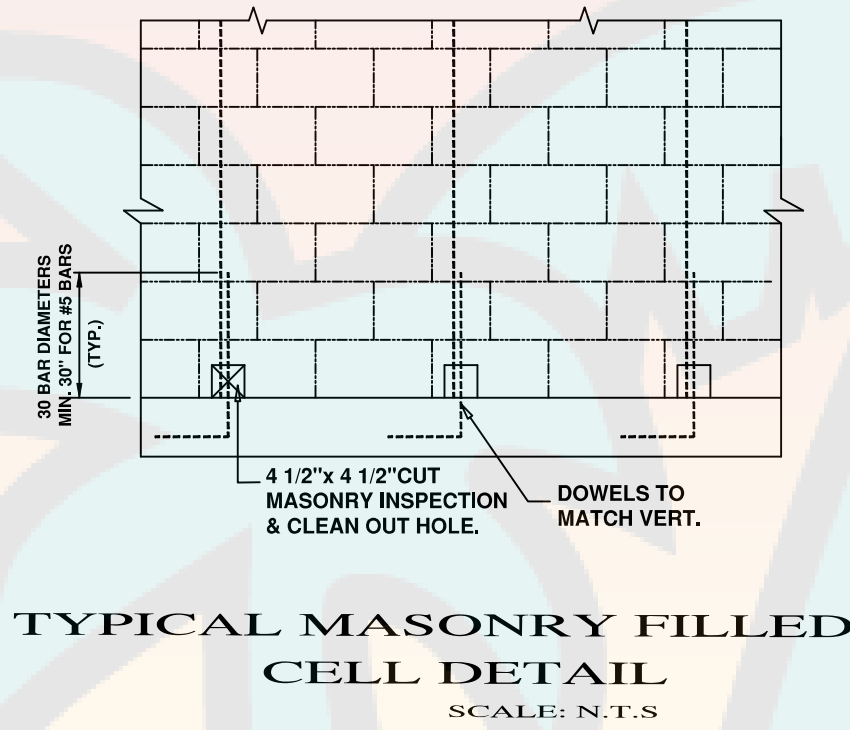
#### SCOPE OF WORK

BUILD A 1-STORY CBS SINGLE FAMILY RESIDENCE

SQUARE FOOTAGE:		
AREA UNDER A.C.	1175.0	SQ. FT.
FRONT PORCH	66.0	SQ. FT.
REAR PORCH	33.0	SQ. FT.
TOTAL SQFT.	1274.0	SQ. FT.

#### APPLICABLE CODES

FBC BUILDING CODE 7TH ED. (2020)  
FBC RESIDENTIAL CODE 7TH ED. (2020)  
FBC MECHANICAL CODE 7TH ED. (2020)  
FBC PLUMBING CODE 7TH ED. (2020)  
FBC ENERGY CONSERVATION. (2020)  
NATIONAL ELECTRICAL CODE 2017 ED.



ELECTRICAL, MECHANICAL,  
PLUMBING AND GAS SHALL  
CONFORM TO CURRENTLY  
ADOPTED PALM BEACH  
COUNTY CODES AND  
AMENDMENTS

Product Type	Manufacturer	Model	Approval No.
Fixed Window	CGI	PW-4120	FL26095.2-R3
Exterior Doors	Masonite Intl	Impact Steel-Edge	FL22633.10-R5
Single Hung Windows	CGI	SH-4100A	FL23358.2-R5
Roof Shingles	Tamko	Elite Oxford	FL18355.1-R6

#### DESIGN CRITERIA

COUNTY	PALM BEACH.
BUILDING DEPARTMENT	PALM BEACH COUNTY
WIND DESIGN CRITERIA	ASCE 7-2016
WIND DESIGN METHOD	MAIN WIND FORCE RESISTING
ROOFING MATERIAL	ASPHALT SHINGLES
LOADING IN PSF	ROOF R.D.L.
TOP CHORD LIVE	20
TOP CHORD DEAD	15 4.2
BOTTOM CHORD LIVE	10 NON-CONCURRENT
BOTTOM CHORD DEAD	10 3
TOTAL LOAD	45 7.2
DURATION FACTOR	1.25
WIND SPEED	170MPH (3 SECOND GUSTS) ASD 132
TOP CHORD C.B.	SHEETING BY BUILDER
BOTTOM CHORD C.B.	SHEETING BY BUILDER
HIGHEST MEAN HEIGHT	15'-0"
BUILDING TYPE	ENCLOSED
BUILDING CATEGORY	II: NON RESTRICTIVE
EXPOSURE CATEGORY	C
OCCUPANCY TYPE	R-3
CONSTRUCTION TYPE	5-B

#### STRUCTURAL NOTES

- All work shall conform to the Florida Building Code (FBC), 2020 7th. edition.
- All structural loads shall be in accordance with FBC 2020 7th. ed.
  - Wind Loads: See design parameters below.
- Soil bearing capacity : 2500 PSF.
- All structural concrete shall have minimum compressive strength of 3000 psi at 28 days.
- Slab/ Footings to be concrete with minimum 3000 psi compressive strength at 28 days . See plans for size and steel requirements.
- Minimum concrete protection for reinforcing bars: Footings: 3" Beams: 1-1/2" Suspended Slabs: 1"
- Lap all reinforcing steel a minimum of 48 bar diameters. Grade 60 steel minimum in beams and columns.
- All Lumber in contact with concrete or masonry shall be pressure treated.
- Splitting or cracking of structural components due to installation of hardware is not permitted.
- Unless otherwise noted, the installation of specified hardware shall conform to the manufactures instructions and standard practice.
- Bearing points of trusses shall have vertical studs in a number equal to the number of plies of the bearing member when the bearing member is 2 or more plies unless noted.
- Unless otherwise noted for exterior walls, exterior plywood sheathing is to be nailed with 8d galv. or better nails 3' o.c. edges and 6' o.c. field. Interior drywall screwed with screws 1 1/2" long drywall screw are 7" o.c. for ceilings and 8" o.c. on walls per FBC 2020 7th. edition. 2306.1.
- Anchor in-fill CMU / starter column to existing masonry with 1" wide x 16" gage corrugated galvanized steel masonry anchors embedded in masonry joints at 16" o.c. fasten masonry anchors to existing concrete / masonry with 1/4" tapcon fasteners with minimum 1 1/4" embedment.
- Exterior porch ceiling and soffit 7/8" stucco on high rib lath w/ 1 3/4" nailing or 1/2" ext. plywood vent system required.
- Storm protection required for all glazed openings in accordance w/ and local codes & F.B.C. 2020 7th. edition.
- Product approval req. for doors, windows, roof, engineered lumber, garage door & storm protection in accordance w/ FBC 2020 7th. edition and local codes.
- Mix grout to have a slump of 8" to 10" at time of placement. Compressive strength of grout shall be 3000 psi minimum conforming to the requirements of ASTM C476.
- Materials shall comply with the following standards: block - ASTM C90-75, Portland cement - ASTM C150, aggregate - ASTM C144 or ASTM C404, lime - ASTM C207, water - clean and potable, grout - ASTM C476.

#### GENERAL NOTES

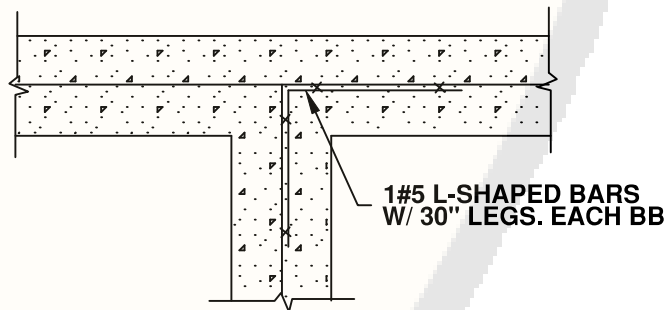
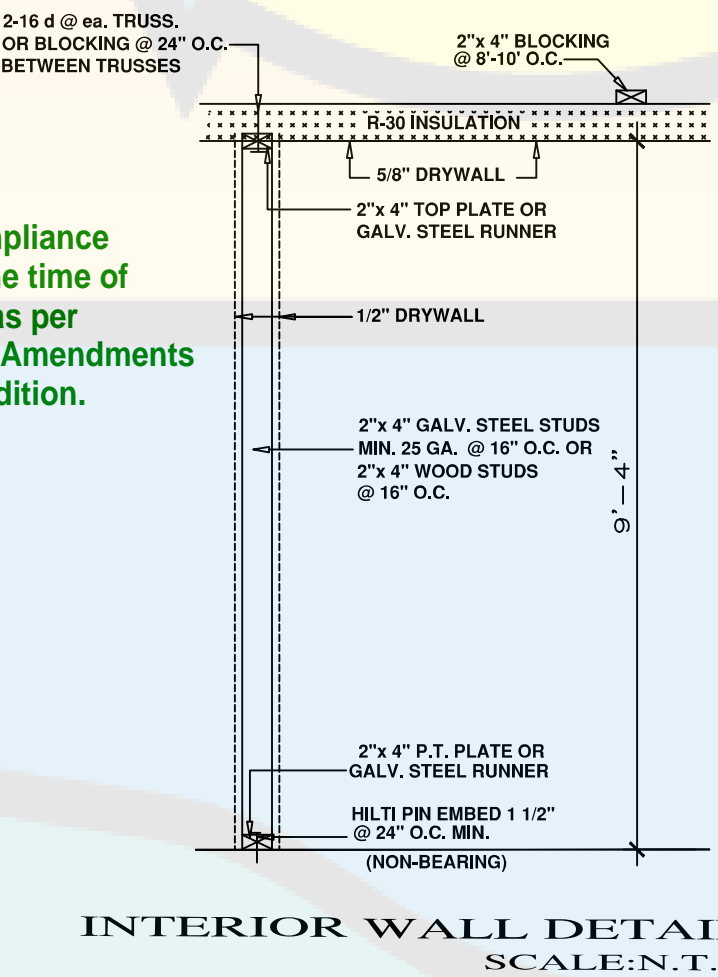
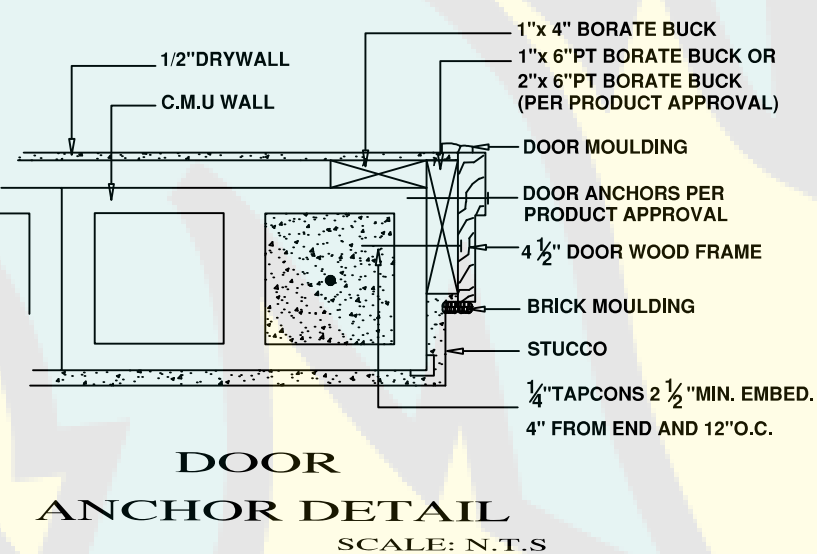
- THE RESPONSIBILITY OF THE ENGINEER/ARCHITECT IN RECORDS IS LIMITED ONLY TO THE INFORMATION PRESENTED IN THIS PACKAGE. IT SHOULD BE NOTED THAT THE DESIGN AND RECOMMENDATIONS PRESENTED IN THIS PACKAGE ARE BASED ON INFORMATION GIVEN TO THE ENGINEER OF RECORD. CONSEQUENTLY, THE RECOMMENDATIONS STATED WITHIN THIS DRAWING MAY BE CONTRADICTED IF INSPECTION SUGGESTS OTHERWISE.
- REFER TO STRUCTURAL NOTES FOR MORE INSTRUCTIONS.
- VERIFY ALL MASONRY OPENINGS WITH WINDOW AND DOOR MANUF.

#### BUCK NOTE:

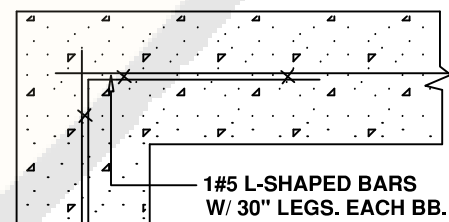
INSTALL DOORS AND WINDOWS PER MANUFACTURER'S RECOMMENDED INSTALLATION INSTRUCTIONS. (SEE PRODUCT APPROVAL). ALL IMPACT RESISTANT WINDOWS AND DOORS SHALL REQUIRE A 2x BUCK PER CODE.

#### GLAZING NOTE:

PROVIDE APPROVED HURRICANE PANELS OR IMPACT RATED GLASS. SUBMIT PRODUCT APPROVALS TO E.O.R. & BLDG. DEPT. FOR APPROVAL



INTERSECTION WALL DETAIL SCALE: N.T.S.

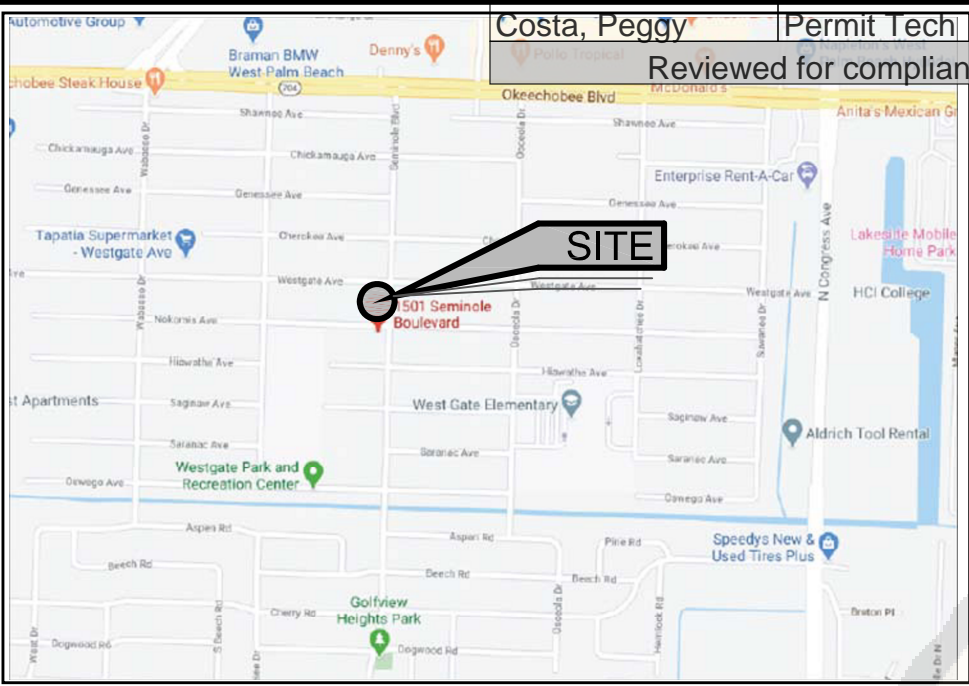


CORNER WALL DETAIL SCALE: N.T.S.

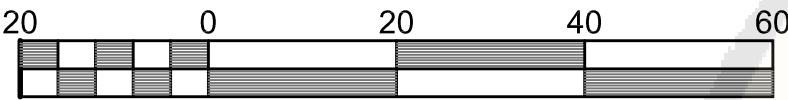
PLAN VIEW  
SCALE: 1/4"=1'-0"



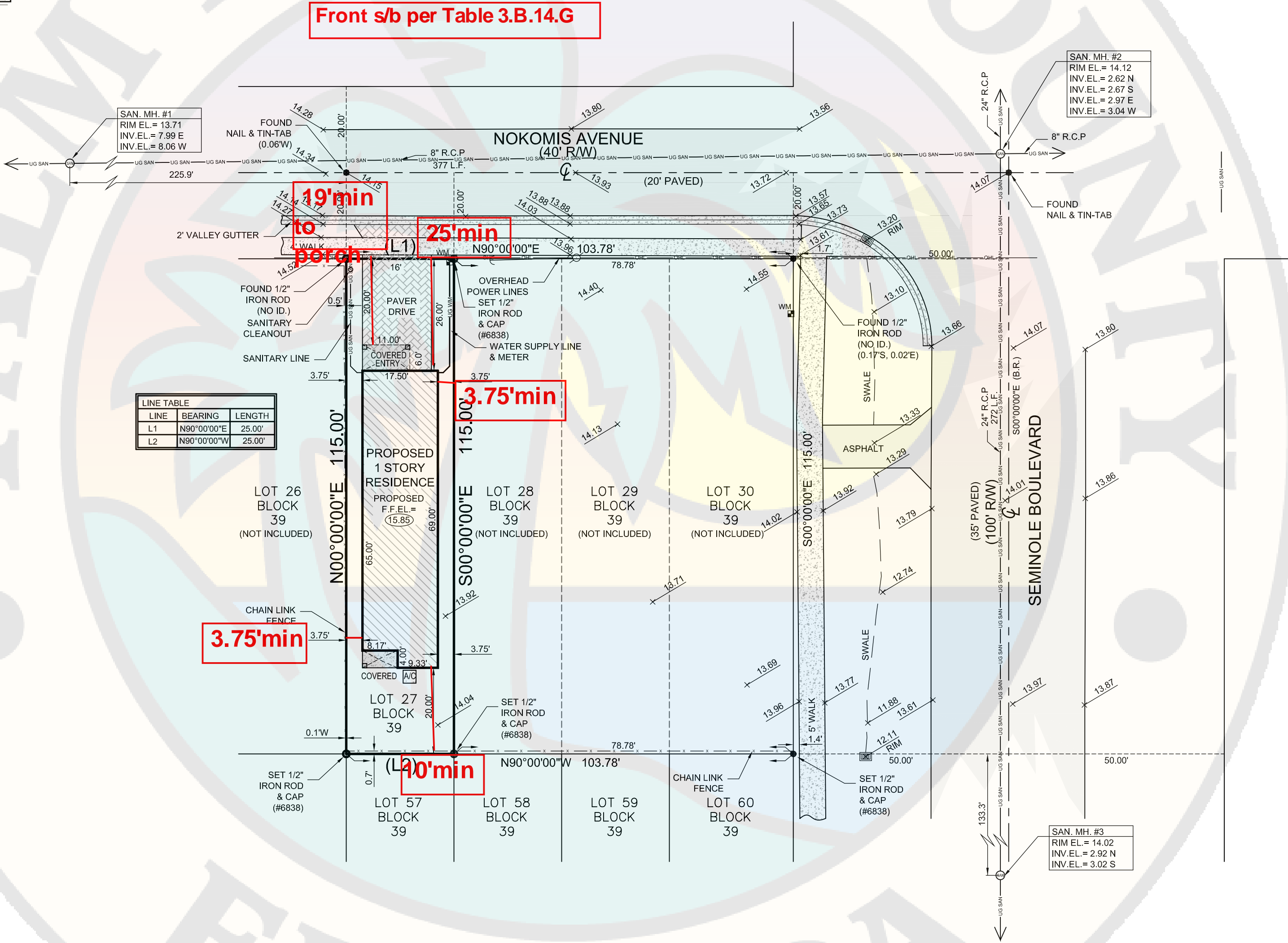
REVISIONS:



LOCATION MAP N.T.S.



Scale 1" = 20'



LINE	BEARING	LENGTH
L1	N90°00'00"E	25.00'
L2	N90°00'00"W	25.00'

**SURVEY NOTES:**

- 1.) Lands shown hereon were not abstracted for easements and/or rights-of-way of record by this office.
- 2.) Area of subject property = 2,875 square feet or 0.066 acres.
- 3.) Elevations shown hereon are based on North Atlantic Vertical Datum of 1988 (NAVD 88).
  - a) Originating benchmark = Leica Global Positioning System.
  - b)  $\times_{00.00}$  = existing elevation (NAVD 88 typical).
- 4.) No underground improvements located.
- 5.) All bearings and distances shown hereon are plat and measured unless otherwise noted.
- 6.) This firm's "Certificate of Authorization" number is "LB 6838".

**LEGEND:**

CALC. = CALCULATED	(P) = PLAT	P.I. = POINT OF INTERSECTION	ASPH. = ASPHALT PAVEMENT
C.B.S. = CONCRETE BLOCK STRUCTURE	R = RADIUS	P.O.C. = POINT OF COMMENCEMENT	CONC. = CONCRETE FLATWORK
CONC. MON. = CONCRETE MONUMENT	Δ = CENTRAL "DELTA" ANGLE	P.O.B. = POINT OF BEGINNING	PAVER BRICK FLATWORK
CONC. = CONCRETE	L = ARC LENGTH	R.W. = RIGHT OF WAY	WOOD POLE = WOOD POWER POLE
D.E. = DRAINAGE EASEMENT	CH.B. = CHORD BEARING	CHAIN LINK FENCE = CHAIN LINK FENCE	WATER METER = WATER METER
U.E. = UTILITY EASEMENT	N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM	WOOD FENCE = WOOD FENCE	FIRE HYDRANT = FIRE HYDRANT
P.E. = POOL EASEMENT	O.R.B. = OFFICIAL RECORD BOOK	METAL FENCE = METAL FENCE	CATCH BASIN = CATCH BASIN
F.F.E.L. = FINISHED FLOOR ELEVATION	P.B. = PLAT BOOK	CENTERLINE = CENTERLINE	SANITARY MANHOLE = SANITARY MANHOLE
EL. = ELEVATION	P.C. = POINT OF CURVATURE	EASEMENT = EASEMENT	
(B.R.) = BEARING REFERENCE	P.T. = POINT OF TANGENCY	COVERED = COVERED	
(D) = DEED	P.R.C. = POINT OF REVERSE CURVATURE	OVERHEAD LINES = OVERHEAD LINES	
(M) = MEASURED	P.C.C. = POINT OF COMPOUND CURVATURE	LOT TIE = LOT TIE	

SCALE:	1" = 20'
DRAWN BY:	PICARD
FIELD WK:	M.M. / B.M.
DATE:	04/19/2021

**MILLER LAND SURVEYING**  
1121 LAKE AVENUE  
LAKE WORTH BEACH, FLORIDA 33460  
PHONE: (561) 586-2669 - FAX: (561) 582-0151  
www.millersurveying.com  
e-mail: orders@millersurveying.com

REF:	B85/45
PREV. JOB NO'S:	H41/51
JOB NO.	Y200636
	SEE S-48,874
	Y200636
	Y210504
	M - 4926

**CERTIFIED TO:** DPE HOMES, LLC  
**PROPERTY ADDRESS:** Lot 27, Nokomis Ave., West Palm Beach, FL 33409  
**FLOOD ZONE:** X (FIRM 120192-12099C0578F 10/5/2017)  
**DESCRIPTION:** Lot 27, Block 39, West Gate Estates (Northern Section), according to the map or plat thereof, as recorded in Plat Book 8, Page 38, of the Public Records of Palm Beach County, Florida.

**BOUNDARY SURVEY / SITE PLAN**

This survey is not valid without embossed surveyor's seal and/or an authenticated electronic signature and seal.  
Digitally signed by Michael J Miller  
Date: 2021.04.26  
Surveyor's License No. 085740  
Surveyor's Seal No. 40400

CRD. FILE Y200636-A



## NEW CONSTRUCTION BUDGET

Goelet Model

Goelet Properties, West Palm Beach, FL 33409

### DEVELOPMENT COSTS

Architecture	\$	3,500
Land & Preparation	\$	60,000
Infrastructure	\$	14,285
Surveying	\$	2,200

<b>Sub-Total</b>	<b>\$</b>	<b>79,985</b>
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### SOFT COSTS

Water & Sewer	\$	7,800
Impact Fees	\$	9,200

<b>Sub-Total</b>	<b>\$</b>	<b>17,000</b>
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### CONSTRUCTION COSTS

Footing and Slab	\$	<b>17,000</b>
Labor	\$	7,500
Materials	\$	9,500
Beams and Columns	\$	<b>18,000</b>
Labor	\$	9,000
Materials	\$	9,000
Rough Carpentry	\$	<b>23,500</b>
Labor	\$	8,500
Materials	\$	15,000
Roof	\$	<b>15,000</b>
Plumbing	\$	<b>13,750</b>
Electrical	\$	<b>16,250</b>
HVAC	\$	<b>14,200</b>
Windows and Doors	\$	<b>16,000</b>

Labor	\$	7,000
Materials	\$	9,000
Framing, Drywall and Insulation	\$	<b>17,000</b>
Labor	\$	9,500
Materials	\$	9,500
Lath and Stucco	\$	<b>10,000</b>
Labor	\$	5,500
Materials	\$	4,500
Flooring	\$	<b>11,500</b>
Labor	\$	6,000
Materials	\$	5,500
Kitchen	\$	<b>13,000</b>
Labor	\$	5,500
Materials	\$	7,500
Bathrooms	\$	<b>9,000</b>
Labor	\$	4,500
Materials	\$	4,500
Appliances	\$	<b>3,800</b>
Landscape & Pavers	\$	<b>8,500</b>
Painting	\$	<b>7,500</b>
Fixtures	\$	<b>5,700</b>
<b>Sub-Total</b>	\$	<b>219,700</b>
<b>TOTAL COSTS</b>	\$	<b>316,685</b>



















**INSPECTIONS**  
 (561) 355-2222 Automated Schedule  
 (888) 236-3807 Toll Free  
 (561) 233-5170 During Business Hours  
 OPEN MONDAY THRU FRIDAY 8:00 AM TO 4:30 PM



**PALM BEACH COUNTY  
 PLANNING, ZONING & BUILDING DEPARTMENT**

# **BUILDING DIVISION**

Visit us at [www.pbcgov.com/PZB/Building](http://www.pbcgov.com/PZB/Building) to view Application Tracking, Inspection History and Contractor Information.

## **BUILDING/SITE REVIEW PERMIT**

PERMIT	VIOLATION	STATE SURCHARGES	FIRE REVIEW	ROADS	PARKS			
2074.50	0	51.87	0.00	0.00	368.62			
LIBRARIES	SCHOOLS	FIRE	PUBLIC BLDGS	LAW ENFORCEMENT	ERM			
61.07	1968.00	0.00	29.58	0.00	0.00			
HEALTH	OUTSIDE AGENCY	MISC. FEES	ZONING DEV ORDER #	UNITS	PROJECT#	CONTROL #	COMM. DIST	G.P.S.
0.00	21.00			1,1	01000-668	0-0	7 7	#####, #####
PRIMARY PERMIT	APPL DATE	FLOOD ZONE	FIN. FLR.	CONT CERTIFICATION #	PERMIT DESCRIPTION			
B-2021-025201-0000	05/23/2021	X		CBC-1261168				
SUB PERMIT NO	MASTER NO.	PROPERTY CONTROL NUMBER		INSP AREA				
		00-43-43-30-03-039-0270		004				
					New 1-story single family dwelling.			
PRINTED DATE	SITE PLAN SQUARE FOOTAGE	GROSS SQUARE FOOTAGE		VALUE				
08/13/2021	1274	1274		122450.00				

**WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT. (F. S. 713.135)**

**NO REFUNDS ON PERMIT FEES \$100.00 OR LESS OR AFTER FIRST INSPECTION IS MADE. NO REFUNDS AFTER 180 DAYS.**

Construction lien information and notarization is required of Owner/Agent and Contractor signature is required when the aggregate value (total cost of all improvements and not just work authorized by the individual permit) is over \$2,500 or over \$7,500 on mechanical work.

IN ACCORDANCE WITH 553.79, F.S. THIS IS TO ADVISE YOU OF YOUR RESPONSIBILITY TO COMPLY WITH ALL ASBESTOS REGULATIONS INCLUDING NOTIFICATION REQUIREMENTS WHICH CAN BE FOUND IN CHAPTER 469 FLORIDA STATUTES. CONTACT PALM BEACH COUNTY HEALTH DEPARTMENT, ASBESTOS PROGRAM COORDINATOR AT (561) 837-5900 FOR FURTHER INFORMATION.

\*\*\* Track progress, and get essential details on permits and inspections when you visit us at [www.pbcgov.com/pzb/building](http://www.pbcgov.com/pzb/building). \*\*\*

In accordance with Part IV, 373 F.S. and Chapter 62-330, F.A.C., any work in wetlands or other surface waters may require authorization from the Florida Department of Environmental Protection (FDEP) or South Florida Water Management District (SFWMD). Please call FDEP's Southeast District at 561-681-6600 or the SFWMD at 561-686-8800 with questions regarding wetlands.

\*\*\*CALL BEFORE YOU DIG\*\*\*

CALL 811 OR VISIT [HTTP://WWW.SUNSHINE.COM](http://www.sunshine.com) BEFORE YOU DIG PURSUANT TO CHAPTER 556 FLORIDA STATUTES IN ORDER TO COMPLY WITH THE FLORIDA UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT

**NO DEVIATIONS FROM THIS PERMIT MAY BE MADE WITHOUT PRIOR WRITTEN AUTHORIZATION.**

OWNER: Dpe Homes Llc

CONTRACTOR/COMPANY NAME: Meticulous Services

CONTRACTORS' PHONE NUMBER: 561-201-2430

PROPERTY ADDRESS: 2700 Nokomis Ave, West Palm Beach, 33409

SUBDIVISION NAME: West Gate Estates Northern Section

BAY/SUITE#:

Russo, Lynn M  
 ISSUING CLERK

Doug Wise  
 BUILDING OFFICIAL

**NOTICE: This permit and any permitted plans must be available to the Inspector at the time of inspection to receive a passed inspection**

B-2021-025201-0000



**PALM BEACH COUNTY BUILDING DIVISION**  
**Planning, Zoning & Building Department**

**BUILDING/SITE REVIEW PERMIT**

**Stamp Permit Number:**

B-2021-025201-0000

BUILDING							
FOOTING	LAB	BEAM / COL.	ROOF FRAMING SHEATHING		ROOF METAL	FRAME	INSULATION
Date	Date	Date	Date	Date	Date	Date	Date
DRYWALL	LATH	D/W-S/W	POOL STEEL	POOL DECK	WALL SHEATHING	WALL ANCHORS	FINAL
Date	Date	Date	Date	Date	Date	Date	Date
Date	Date	Date	Date	Date	Date	Date	Date
ELECTRICAL		PLUMBING		MECHANICAL		FIRE	SITE
TEMP POLE	UNDERGROUND	UNDERGROUND	ROUGH	UNDERGROUND	ROUGH	FRAME	LANDSCAPE
Date	Date	Date	Date	Date	Date	Date	Date
ROUGH	FINAL	SEWER	FINAL	FINAL		FINAL	PARKING
Date	Date	Date	Date	Date	Date	Date	Date
							SPECIAL COND.
Date	Date	Date	Date	Date	Date	Date	Date

**CONDITIONS OF PERMIT**

As evidenced by the permittee's signature on the Permit Application, and in consideration for granting this permit, it is agreed that in all respects the work will be performed in accordance with the permitted plans and the applicable codes for Palm Beach County, Florida. This permit may be Revoked at any time upon the violation of any of the provisions of said Laws, Ordinances, Rules, Regulations, Policies and Procedures. Issuance of this permit does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. All applicable state or federal permits must be obtained before any development is commenced.

**TIME LIMITATION**

This Permit becomes inactive if the work authorized is not inspected within 6 months from the date it was issued, or if at any time there is more than a 6-month lapse between Inspections. No work may occur without an active Permit. Inactive permits may be renewed upon application and payment of required fees (including any increases in fees that have occurred since original issuance), and may be required to meet updated codes.

**RESTRICTIONS**

NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county such as the requirement for Home or Property Owners Association approval, and there may be additional permits required from other governmental entities such as water management districts, state agencies or federal agencies.

**INSPECTIONS**

**(561) 355-2222 AUTOMATED**

**(888) 236-3807 TOLLFREE**

**(561) 233-5170 DURING BUSINESS HOURS**

**NEXT BUSINESS DAY SERVICE**

**WWW.PBCGOV.COM/PZB/BUILDING**

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2074.50	0	51.87	0.00	4717.00	734.28			
LIBRARIES	SCHOOLS	FIRE	PUBLIC BLDGS	LAW ENFORCEMENT	ERM			
185.76	4330.00	276.00	170.54	128.15	0.00			
HEALTH	OUTSIDE AGENCY	MISC. FEES	ZONING DEV ORDER #	UNITS	PROJECT#	CONTROL #	COMM. DIST	G.P.S.
0.00	21.00			1,1	01000-668	0-0	7 7	#####, #####
PRIMARY PERMIT		APPL DATE	FLOOD ZONE	FIN. FLR.	CONT CERTIFICATION #	PERMIT DESCRIPTION		
B-2021-025202-0000		05/23/2021	X		CBC-1261168			
SUB PERMIT NO	MASTER NO.	PROPERTY CONTROL NUMBER			INSP AREA			
		00-43-43-30-03-039-0300			004			
PRINTED DATE		SITE PLAN SQUARE FOOTAGE		GROSS SQUARE FOOTAGE		VALUE		
10/14/2021		1274		1274		122450.00		

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SUBDIVISION NAME: West Gate Estates Northern Section

BAY/SUITE#:

Russo, Lynn M  
 ISSUING CLERK

Doug Wise  
 BUILDING OFFICIAL

**NOTICE: This permit and any permitted plans must be available to the Inspector at the time of inspection to receive a passed inspection**

B-2021-025202-0000



**PALM BEACH COUNTY BUILDING DIVISION**  
**Planning, Zoning & Building Department**

**BUILDING/SITE REVIEW PERMIT**

**Stamp Permit Number:**

B-2021-025202-0000

BUILDING							
FOOTING	LAB	BEAM / COL.	ROOF FRAMING SHEATHING		ROOF METAL	FRAME	INSULATION
Date	Date	Date	Date	Date	Date	Date	Date
DRYWALL	LATH	D/W-S/W	POOL STEEL	POOL DECK	WALL SHEATHING	WALL ANCHORS	FINAL
Date	Date	Date	Date	Date	Date	Date	Date
Date	Date	Date	Date	Date	Date	Date	Date
Date	Date	Date	Date	Date	Date	Date	Date
ELECTRICAL		PLUMBING		MECHANICAL		FIRE	SITE
TEMP POLE	UNDERGROUND	UNDERGROUND	ROUGH	UNDERGROUND	ROUGH	FRAME	LANDSCAPE
Date	Date	Date	Date	Date	Date	Date	Date
ROUGH	FINAL	SEWER	FINAL	FINAL		FINAL	PARKING
Date	Date	Date	Date	Date	Date	Date	Date
							SPECIAL COND.
Date	Date	Date	Date	Date	Date	Date	Date

**CONDITIONS OF PERMIT**

As evidenced by the permittee's signature on the Permit Application, and in consideration for granting this permit, it is agreed that in all respects the work will be performed in accordance with the permitted plans and the applicable codes for Palm Beach County, Florida. This permit may be Revoked at any time upon the violation of any of the provisions of said Laws, Ordinances, Rules, Regulations, Policies and Procedures. Issuance of this permit does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. All applicable state or federal permits must be obtained before any development is commenced.

**TIME LIMITATION**

This Permit becomes inactive if the work authorized is not inspected within 6 months from the date it was issued, or if at any time there is more than a 6-month lapse between Inspections. No work may occur without an active Permit. Inactive permits may be renewed upon application and payment of required fees (including any increases in fees that have occurred since original issuance), and may be required to meet updated codes.

**RESTRICTIONS**

NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county such as the requirement for Home or Property Owners Association approval, and there may be additional permits required from other governmental entities such as water management districts, state agencies or federal agencies.

**INSPECTIONS**

**(561) 355-2222 AUTOMATED**

**(888) 236-3807 TOLLFREE**

**(561) 233-5170 DURING BUSINESS HOURS**

**NEXT BUSINESS DAY SERVICE**

**WWW.PBCGOV.COM/PZB/BUILDING**



**INSPECTIONS**  
 (561) 355-2222 Automated Schedule  
 (888) 236-3807 Toll Free  
 (561) 233-5170 During Business Hours  
 OPEN MONDAY THRU FRIDAY 8:00 AM TO 4:30 PM



**PALM BEACH COUNTY  
 PLANNING, ZONING & BUILDING DEPARTMENT**

# **BUILDING DIVISION**

Visit us at [www.pbcgov.com/PZB/Building](http://www.pbcgov.com/PZB/Building) to view Application Tracking, Inspection History and Contractor Information.

## **BUILDING/SITE REVIEW PERMIT**

PERMIT	VIOLATION	STATE SURCHARGES	FIRE REVIEW	ROADS	PARKS			
2074.50	0	51.87	0.00	4717.00	734.28			
LIBRARIES	SCHOOLS	FIRE	PUBLIC BLDGS	LAW ENFORCEMENT	ERM			
185.76	4330.00	276.00	170.54	128.15	0.00			
HEALTH	OUTSIDE AGENCY	MISC. FEES	ZONING DEV ORDER #	UNITS	PROJECT#	CONTROL #	COMM. DIST	G.P.S.
0.00	21.00			1	01000-668	0-0	7 7	#####, #####
PRIMARY PERMIT	APPL DATE	FLOOD ZONE	FIN. FLR.	CONT CERTIFICATION #	PERMIT DESCRIPTION			
B-2021-025203-0000	05/23/2021	X		CBC-1261168				
SUB PERMIT NO	MASTER NO.	PROPERTY CONTROL NUMBER		INSP AREA				
		00-43-43-30-03-039-0290		004				
PRINTED DATE	SITE PLAN SQUARE FOOTAGE	GROSS SQUARE FOOTAGE		VALUE	New 1-story single family dwelling.			
08/13/2021	1274	1274		122450.00				

**WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT. (F. S. 713.135)**

**NO REFUNDS ON PERMIT FEES \$100.00 OR LESS OR AFTER FIRST INSPECTION IS MADE. NO REFUNDS AFTER 180 DAYS.**

Construction lien information and notarization is required of Owner/Agent and Contractor signature is required when the aggregate value (total cost of all improvements and not just work authorized by the individual permit) is over \$2,500 or over \$7,500 on mechanical work.

IN ACCORDANCE WITH 553.79, F.S. THIS IS TO ADVISE YOU OF YOUR RESPONSIBILITY TO COMPLY WITH ALL ASBESTOS REGULATIONS INCLUDING NOTIFICATION REQUIREMENTS WHICH CAN BE FOUND IN CHAPTER 469 FLORIDA STATUTES. CONTACT PALM BEACH COUNTY HEALTH DEPARTMENT, ASBESTOS PROGRAM COORDINATOR AT (561) 837-5900 FOR FURTHER INFORMATION.

\*\*\* Track progress, and get essential details on permits and inspections when you visit us at [www.pbcgov.com/pzb/building](http://www.pbcgov.com/pzb/building). \*\*\*

In accordance with Part IV, 373 F.S. and Chapter 62-330, F.A.C., any work in wetlands or other surface waters may require authorization from the Florida Department of Environmental Protection (FDEP) or South Florida Water Management District (SFWMD). Please call FDEP's Southeast District at 561-681-6600 or the SFWMD at 561-686-8800 with questions regarding wetlands.

\*\*\*CALL BEFORE YOU DIG\*\*\*

CALL 811 OR VISIT [HTTP://WWW.SUNSHINE.COM](http://www.sunshine.com) BEFORE YOU DIG PURSUANT TO CHAPTER 556 FLORIDA STATUTES IN ORDER TO COMPLY WITH THE FLORIDA UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT

**NO DEVIATIONS FROM THIS PERMIT MAY BE MADE WITHOUT PRIOR WRITTEN AUTHORIZATION.**

OWNER: DPE Homes Llc

CONTRACTOR/COMPANY NAME: Meticulous Services

CONTRACTORS' PHONE NUMBER: 561-201-2430

PROPERTY ADDRESS: 2688 Nokomis Ave, West Palm Beach, 33409

SUBDIVISION NAME: West Gate Estates Northern Section

BAY/SUITE#:

Russo, Lynn M  
 ISSUING CLERK

Doug Wise  
 BUILDING OFFICIAL

**NOTICE: This permit and any permitted plans must be available to the Inspector at the time of inspection to receive a passed inspection**

B-2021-025203-0000



**PALM BEACH COUNTY BUILDING DIVISION**  
**Planning, Zoning & Building Department**

**BUILDING/SITE REVIEW PERMIT**

**Stamp Permit Number:**

B-2021-025203-0000

BUILDING							
FOOTING	LAB	BEAM / COL.	ROOF FRAMING SHEATHING		ROOF METAL	FRAME	INSULATION
Date	Date	Date	Date	Date	Date	Date	Date
DRYWALL	LATH	D/W-S/W	POOL STEEL	POOL DECK	WALL SHEATHING	WALL ANCHORS	FINAL
Date	Date	Date	Date	Date	Date	Date	Date
Date	Date	Date	Date	Date	Date	Date	Date
Date	Date	Date	Date	Date	Date	Date	Date
ELECTRICAL		PLUMBING		MECHANICAL		FIRE	SITE
TEMP POLE	UNDERGROUND	UNDERGROUND	ROUGH	UNDERGROUND	ROUGH	FRAME	LANDSCAPE
Date	Date	Date	Date	Date	Date	Date	Date
ROUGH	FINAL	SEWER	FINAL	FINAL		FINAL	PARKING
Date	Date	Date	Date	Date	Date	Date	Date
							SPECIAL COND.
Date	Date	Date	Date	Date	Date	Date	Date

**CONDITIONS OF PERMIT**

As evidenced by the permittee's signature on the Permit Application, and in consideration for granting this permit, it is agreed that in all respects the work will be performed in accordance with the permitted plans and the applicable codes for Palm Beach County, Florida. This permit may be Revoked at any time upon the violation of any of the provisions of said Laws, Ordinances, Rules, Regulations, Policies and Procedures. Issuance of this permit does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the County for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. All applicable state or federal permits must be obtained before any development is commenced.

**TIME LIMITATION**

This Permit becomes inactive if the work authorized is not inspected within 6 months from the date it was issued, or if at any time there is more than a 6-month lapse between Inspections. No work may occur without an active Permit. Inactive permits may be renewed upon application and payment of required fees (including any increases in fees that have occurred since original issuance), and may be required to meet updated codes.

**RESTRICTIONS**

NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county such as the requirement for Home or Property Owners Association approval, and there may be additional permits required from other governmental entities such as water management districts, state agencies or federal agencies.

<b>INSPECTIONS</b>	
<b>(561) 355-2222 AUTOMATED</b>	
<b>(888) 236-3807 TOLLFREE</b>	
<b>(561) 233-5170 DURING BUSINESS HOURS</b>	<b>WWW.PBCGOV.COM/PZB/BUILDING</b>
<b>NEXT BUSINESS DAY SERVICE</b>	

**INSPECTIONS**  
 (561) 355-2222 Automated Schedule  
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 (561) 233-5170 During Business Hours  
 OPEN MONDAY THRU FRIDAY 8:00 AM TO 4:30 PM



**PALM BEACH COUNTY  
 PLANNING, ZONING & BUILDING DEPARTMENT**

# **BUILDING DIVISION**

Visit us at [www.pbcgov.com/PZB/Building](http://www.pbcgov.com/PZB/Building) to view Application Tracking, Inspection History and Contractor Information.

## **BUILDING/SITE REVIEW PERMIT**

PERMIT	VIOLATION	STATE SURCHARGES	FIRE REVIEW	ROADS	PARKS			
2074.50	0	51.87	0.00	4717.00	734.28			
LIBRARIES	SCHOOLS	FIRE	PUBLIC BLDGS	LAW ENFORCEMENT	ERM			
185.76	4330.00	276.00	170.54	128.15	0.00			
HEALTH	OUTSIDE AGENCY	MISC. FEES	ZONING DEV ORDER #	UNITS	PROJECT#	CONTROL #	COMM. DIST	G.P.S.
0.00	21.00			1	01000-668	0-0	7 7	#####, #####
PRIMARY PERMIT	APPL DATE	FLOOD ZONE	FIN. FLR.	CONT CERTIFICATION #	PERMIT DESCRIPTION  Single-Family Dwelling Detached   New 1-story single family dwelling.			
B-2021-025204-0000	05/23/2021	X		CBC-1261168				
SUB PERMIT NO	MASTER NO.	PROPERTY CONTROL NUMBER		INSP AREA				
		00-43-43-30-03-039-0280		004				
PRINTED DATE	SITE PLAN SQUARE FOOTAGE	GROSS SQUARE FOOTAGE		VALUE				
08/13/2021	1274	1274		122450.00				

**WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT. (F. S. 713.135)**

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CONTRACTOR/COMPANY NAME: Meticulous Services

CONTRACTORS' PHONE NUMBER: 561-201-2430

PROPERTY ADDRESS: 2694 Nokomis Ave, West Palm Beach, 33409

SUBDIVISION NAME: West Gate Estates Northern Section

BAY/SUITE#:

Russo, Lynn M  
 ISSUING CLERK

Doug Wise  
 BUILDING OFFICIAL

**NOTICE: This permit and any permitted plans must be available to the Inspector at the time of inspection to receive a passed inspection**

**B-2021-025204-0000**



**PALM BEACH COUNTY BUILDING DIVISION**  
**Planning, Zoning & Building Department**

**BUILDING/SITE REVIEW PERMIT**

**Stamp Permit Number:**

B-2021-025204-0000

BUILDING							
FOOTING	LAB	BEAM / COL.	ROOF FRAMING SHEATHING		ROOF METAL	FRAME	INSULATION
Date	Date	Date	Date	Date	Date	Date	Date
DRYWALL	LATH	D/W-S/W	POOL STEEL	POOL DECK	WALL SHEATHING	WALL ANCHORS	FINAL
Date	Date	Date	Date	Date	Date	Date	Date
Date	Date	Date	Date	Date	Date	Date	Date
Date	Date	Date	Date	Date	Date	Date	Date
ELECTRICAL		PLUMBING		MECHANICAL		FIRE	SITE
TEMP POLE	UNDERGROUND	UNDERGROUND	ROUGH	UNDERGROUND	ROUGH	FRAME	LANDSCAPE
Date	Date	Date	Date	Date	Date	Date	Date
ROUGH	FINAL	SEWER	FINAL	FINAL		FINAL	PARKING
Date	Date	Date	Date	Date	Date	Date	Date
							SPECIAL COND.
Date	Date	Date	Date	Date	Date	Date	Date

**CONDITIONS OF PERMIT**

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<b>INSPECTIONS</b>	
<b>(561) 355-2222 AUTOMATED</b>	
<b>(888) 236-3807 TOLLFREE</b>	
<b>(561) 233-5170 DURING BUSINESS HOURS</b>	<b>WWW.PBCGOV.COM/PZB/BUILDING</b>
<b>NEXT BUSINESS DAY SERVICE</b>	



CFN 20200242282

DR BK 31562 PG 1858

RECORDED 07/10/2020 12:39:02

AMT 10.00

Doc Stamp 0.70

Palm Beach County, Florida

Sharon R. Bock, CLERK & COMPTROLLER

Pgs 1858 - 1859; (2pgs)

**PREPARED BY AND RETURN TO:**

Elite Capital & Development Inc.  
ATTN: Philippe O. Boucher  
2465 Mercer Ave, Suite 303  
West Palm Beach, FL 33401

**Parcel Identification Number:**

**Cutoff of 00-43-42-30-03-039-0270**

[Space Above This Line For Recording Data]

**QUIT CLAIM DEED**

This Indenture made this 10 day of July, 2020, between **ELITE CAPITAL & DEVELOPMENT INC., a Florida corporation**, whose post office address is **2465 Mercer Ave, Suite 303, West Palm Beach, FL 33401**, of the County of **Palm Beach**, State of **Florida** ("Grantor"), and **DPE HOMES LLC, a Florida limited liability company**, whose post office address is **2465 Mercer Ave, Suite 303, West Palm Beach, FL 33401**, of the County of **Palm Beach**, State of **Florida** ("Grantee"),

**Witnesseth** that said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, released, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County, Florida**, to-wit:

**Lot 27, Block 39, West Gate Estates (Northern Section), according to the map or plat thereof as recorded in Plat Book 8, Page 38, Public Records of Palm Beach County, Florida.**

**Subject to taxes for 2020 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.**

**To have and to hold**, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said Grantee forever.

**NOTE: This is a transfer of unencumbered property to the Grantor's wholly-owned company.  
No state documentary stamp taxes are due.**

**In Witness Whereof**, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness#1 Name: Tom Grochowski

Witness#2 Name: Erica McWhite

Elite Capital & Development Inc., a Florida corporation

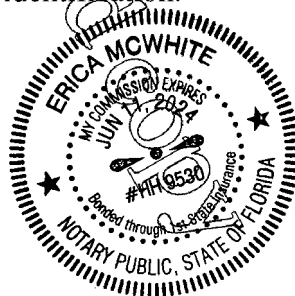
By: Philippe O. Boucher, President

(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of July, 2020, by Philippe O. Boucher as President of Elite Capital & Development Inc., a Florida corporation, on behalf of said company. He ☒ is personally known to me or ☐ has produced a Florida driver license as identification.

(Notary Seal)



Erica McWhite  
NOTARY PUBLIC, State of Florida  
Printed Name: Erica McWhite  
My Commission Expires: 6/11/24



CFN 20200242283

OR BK 31562 PG 1860

RECORDED 07/10/2020 12:39:02

AMT 10.00

Doc Stamp 0.70

Palm Beach County, Florida

Sharon R. Bock, CLERK & COMPTROLLER

Pgs 1860 - 1861; (2pgs)

**PREPARED BY AND RETURN TO:**

Elite Capital & Development Inc.  
ATTN: Philippe O. Boucher  
2465 Mercer Ave, Suite 303  
West Palm Beach, FL 33401

**Parcel Identification Number:**

**Cutoff of 00-43-42-30-03-039-0270**

[Space Above This Line For Recording Data]

**QUIT CLAIM DEED**

This Indenture made this 10 day of July, 2020, between **ELITE CAPITAL & DEVELOPMENT INC.**, a Florida corporation, whose post office address is **2465 Mercer Ave, Suite 303, West Palm Beach, FL 33401**, of the County of **Palm Beach**, State of **Florida** ("Grantor"), and **DPE HOMES LLC**, a Florida limited liability company, whose post office address is **2465 Mercer Ave, Suite 303, West Palm Beach, FL 33401**, of the County of **Palm Beach**, State of **Florida** ("Grantee"),

**Witnesseth** that said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, released, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County, Florida**, to-wit:

**Lot 28, Block 39, West Gate Estates (Northern Section), according to the map or plat thereof as recorded in Plat Book 8, Page 38, Public Records of Palm Beach County, Florida.**

**Subject to** taxes for **2020** and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

**To have and to hold**, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said Grantee forever.

**NOTE: This is a transfer of unencumbered property to the Grantor's wholly-owned company.  
No state documentary stamp taxes are due.**

**In Witness Whereof**, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness#1 Name: Tom Orzechowski  
Witness#2 Name: Erica McWhite

Elite Capital & Development Inc., a Florida corporation

By: Philippe O. Boucher, President

(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of July, 2020, by Philippe O. Boucher as President of Elite Capital & Development Inc., a Florida corporation, on behalf of said company. He ☒ is personally known to me or ☐ has produced a Florida driver license as identification.

(Notary Seal)



Erica McWhite  
NOTARY PUBLIC, State of Florida  
Printed Name: Erica McWhite  
My Commission Expires: 6/11/24





CFN 20200242284

OR BK 31562 PG 1862  
RECORDED 07/10/2020 12:39:02  
AMT 10.00  
Doc Stamp 0.70  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1862 - 1863; (2pgs)

**PREPARED BY AND RETURN TO:**

Elite Capital & Development Inc.  
ATTN: Philippe O. Boucher  
2465 Mercer Ave, Suite 303  
West Palm Beach, FL 33401

**Parcel Identification Number:**

**Cutoff of 00-43-42-30-03-039-0270**

[Space Above This Line For Recording Data]

**QUIT CLAIM DEED**

This Indenture made this 10 day of July, 2020, between **ELITE CAPITAL & DEVELOPMENT INC., a Florida corporation**, whose post office address is **2465 Mercer Ave, Suite 303, West Palm Beach, FL 33401**, of the County of **Palm Beach**, State of **Florida** ("Grantor"), and **DPE HOMES LLC, a Florida limited liability company**, whose post office address is **2465 Mercer Ave, Suite 303, West Palm Beach, FL 33401**, of the County of **Palm Beach**, State of **Florida** ("Grantee"),

**Witnesseth** that said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, released, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County, Florida**, to-wit:

**Lot 29, Block 39, West Gate Estates (Northern Section), according to the map or plat thereof as recorded in Plat Book 8, Page 38, Public Records of Palm Beach County, Florida.**

**Subject to** taxes for **2020** and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

**To have and to hold**, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said Grantee forever.

**NOTE: This is a transfer of unencumbered property to the Grantor's wholly-owned company.  
No state documentary stamp taxes are due.**

**In Witness Whereof**, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness#1 Name: Tom Grachowski

Witness#2 Name: Erica McWhite

Elite Capital & Development Inc., a Florida corporation

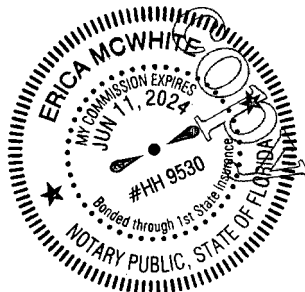
By: Philippe O. Boucher, President

(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of July, 2020, by Philippe O. Boucher, as President of Elite Capital & Development Inc., a Florida corporation, on behalf of said company. He ☒ is personally known to me or ☐ has produced a Florida driver license as identification.

[ Voluntary Seal ]



Erica McWhite  
NOTARY PUBLIC, State of Florida  
Printed Name: Erica McWhite  
My Commission Expires: 6/11/24



CFN 20200242281

OR BK 31562 PG 1856  
RECORDED 07/10/2020 12:39:02  
AMT 10.00  
Doc Stamp 0.70  
Palm Beach County, Florida  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1856 - 1857; (2pgs)

**PREPARED BY AND RETURN TO:**

Elite Capital & Development Inc.  
ATTN: Philippe O. Boucher  
2465 Mercer Ave, Suite 303  
West Palm Beach, FL 33401

**Parcel Identification Number:**

**Cutoff of 00-43-42-30-03-039-0270**

[Space Above This Line For Recording Data]

**QUIT CLAIM DEED**

This Indenture made this 10 day of July, 2020, between **ELITE CAPITAL & DEVELOPMENT INC., a Florida corporation**, whose post office address is **2465 Mercer Ave, Suite 303, West Palm Beach, FL 33401**, of the County of **Palm Beach**, State of **Florida** ("Grantor"), and **DPE HOMES LLC, a Florida limited liability company**, whose post office address is **2465 Mercer Ave, Suite 303, West Palm Beach, FL 33401**, of the County of **Palm Beach**, State of **Florida** ("Grantee"),

**Witnesseth** that said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, released, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County, Florida**, to-wit:

**Lot 30, Block 39, West Gate Estates (Northern Section), according to the map or plat thereof as recorded in Plat Book 8, Page 38, Public Records of Palm Beach County, Florida.**

**Subject to taxes for 2020 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.**

**To have and to hold**, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said Grantee forever.

**NOTE: This is a transfer of unencumbered property to the Grantor's wholly-owned company.  
No state documentary stamp taxes are due.**

**In Witness Whereof**, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness#1 Name: Tom Grochow

Witness#2 Name: Erica McWhite

Elite Capital & Development Inc., a Florida corporation

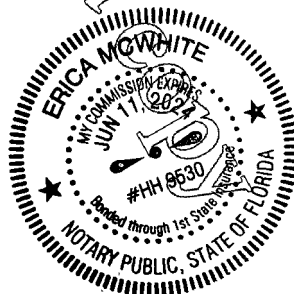
By: Philippe O. Boucher, President

(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of July, 2020, by Philippe O. Boucher, as President of Elite Capital & Development Inc., a Florida corporation, on behalf of said company. He ☒ is personally known to me or ☐ has produced a Florida driver license as identification.

[ Notary Seal ]



Erica McWhite  
NOTARY PUBLIC, State of Florida  
Printed Name: Erica McWhite  
My Commission Expires: 6/11/24

March 1, 2022

Elizee Michel, Executive Director  
Westgate CRA  
1280 N. Congress Ave., Suite 215  
West Palm Beach, FL 33409

**Re: Belvedere Heights Drainage Improvements  
Construction Administration Services (Additional Services)  
Westgate/Belvedere Homes CRA  
Engenuity Group Project No. 14162.02.10A**

Dear Mr. Michel:

We are pleased to offer this proposal to render additional professional civil engineering services in connection with this project.

Our services will consist of additional construction phase services. Our original construction phase proposal included 30 site visits over a 9 month period during construction. This proposal will increase our total number of site visits to 40 (an additional 10) and increase the time frame to approximately 12 months (an additional 3 months). Phasing of the project, into 2 phases, has also increased the work scope and time frame.

These additional services will be provided for a fee of **\$10,500.00**.

#### **Permit Fees, Reproduction Charges and Reimbursable Expenses**

The Total Contract Price **does not** include the payment of any governmental agency submittal or processing fees. The cost of these fees and any costs incurred by the office for printing, reproduction and other reimbursable expenses such as postage, travel, and document copy charges will be billed to the client monthly.

#### **Invoicing and Payment**

Work will be invoiced on a monthly basis for work completed to date. Invoice shall be paid in full by the Client within thirty (30) days of the invoice date, unless within such thirty (30) day period, Client notifies Engenuity Group, Inc. in writing of its objection to the amount of said invoice. Such notice shall be accompanied by payment of any undisputed portion of said invoice. If written objection is not received within thirty (30) days it shall constitute approval of invoice by Client. If

the payment is not received within fifteen (15) days of billing date, a late charge will be added to the invoice in the amount of 1½ percent per month on the outstanding balance. If payment is not received within sixty (60) days of the invoice date, work may be suspended on the project until the outstanding invoice(s) are paid in full.

This proposal represents the entire understanding between you and us with respect to the Project. If this satisfactorily sets forth your understanding of our agreement, please execute the attached Authorization and return it to us. If you have any questions, please do not hesitate to contact us.

**PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS CONTRACT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT, AS LONG AS THE CONSULTANT MAINTAINS THE PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THIS CONTRACT AND AS LONG AS ANY DAMAGES ARE SOLELY ECONOMIC IN NATURE AND THE DAMAGES DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THIS CONTRACT.**

Sincerely,



Adam C. Swaney, P.E.  
Director of Engineering

Approved by:



Keith B. Jackson, P.E.  
Vice President

**INTERLOCAL AGREEMENT  
BY AND BETWEEN PALM BEACH COUNTY  
AND WESTGATE BELVEDERE HOMES COMMUNITY REDEVELOPMENT  
AGENCY (CRA) FOR  
CHERRY ROAD PEDESTRIAN IMPROVEMENTS  
PROJECT #2021025**

This INTERLOCAL AGREEMENT for Cherry Road Pedestrian Improvements is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (AGREEMENT), by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY) and Westgate Belvedere Homes CRA, a Community Redevelopment Agency (AGENCY) (individually Party and collectively Parties).

**W I T N E S S E T H :**

**WHEREAS**, Section 163.01, Florida Statutes allows governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, the AGENCY has identified a need to provide certain improvements, as described herein, to Cherry Road Pedestrian Improvements (PROJECT); and

**WHEREAS**, the PROJECT is located on Cherry Road, which is a COUNTY right of way within the geographic limits of the AGENCY; and

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

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

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

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

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

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

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

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

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

**WHEREAS**, the AGENCY is desirous of taking over maintenance responsibilities and liabilities for the PROJECT; and

**WHEREAS**, the COUNTY shall have the right but not the obligation to maintain the PROJECT; and

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

**Section 1 - Recitals** - The above recitals are true and correct and are incorporated herein.

## **Section 2 - Scope of PROJECT**

**2.1 Pedestrian Improvements** within the PROJECT - Design, bidding and construction of:

- a new shared multi-use path on the north side of Cherry Road
- a new sidewalk on the south side of Cherry Road from Quail Drive to Country Club Road
- a new pedestrian lighting on both sides of Cherry Road
- four high visibility crosswalks
- HAWK signalization at the intersection of Cherry Road and Country Club Road
- new street trees where allowable



The multi-use path, sidewalk, lighting and sodding shall be per the approved design section in the grant application.

## **2.2 Exemptions from Scope**

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

## **Section 3 – Parties Commitments and Duties**

**3.1 AGENCY Commitments and Duties.** Upon the effective date of the AGREEMENT, AGENCY shall perform the following duties:

- 3.1.1 Forward all grant requirements and conditions received from FDOT, to the COUNTY.
- 3.1.2 Forward all background information received for the PROJECT to the COUNTY.
- 3.1.3 Provide to the COUNTY specific guidance and information regarding the PROJECT scope (including aesthetic requirements).
- 3.1.4 Perform all public coordination and address all public information requests regarding the PROJECT.
- 3.1.5 Reconfigure and relocate or remove the PROJECT from the Cherry Road right-of-way, whenever COUNTY desires to proceed with the FUTURE IMPROVEMENTS. The COUNTY has the right to reconfigure and relocate or remove, or require that the AGENCY reconfigure and relocate or remove the PROJECT to the COUNTY's satisfaction within one hundred and eighty (180) days of the COUNTY's request, or be responsible for all costs and fees related to the COUNTY's reconfiguration and relocation or removal of the PROJECT from the Cherry Road right-of-way (REMOVAL COSTS). The AGENCY shall submit full payment to the COUNTY within 30 days of the date of the COUNTY's invoice of the REMOVAL COSTS.
- 3.1.6 Pay to the COUNTY all funds necessary for the design of the PROJECT by check. The AGENCY's payment amount shall cover all costs for the design consultant, advertising, COUNTY staff time, permitting, and a 25% contingency. The AGENCY shall provide the check prior to the COUNTY advertising for a design consultant, which check shall be delivered to the COUNTY within 30 days of request. COUNTY

will not advertise for design consultant services before receiving payment from the AGENCY. Notwithstanding the above, the COUNTY shall provide a good faith estimate to the AGENCY for this work.

3.1.7 Pay to the COUNTY all funds necessary for the construction and construction engineering inspection (CEI) of the PROJECT by check, within 30 days of payment request by COUNTY. AGENCY's payment amount shall cover all costs for the construction, advertising, COUNTY staff time, inspections, CEI, and a 25% contingency. The AGENCY shall provide the check prior to the COUNTY advertising for a construction contractor, which shall be delivered to the COUNTY within 30 days of payment request. Notwithstanding the above, the COUNTY shall provide a good faith estimate to the AGENCY for this work.

3.1.8 Pay for any supplemental services to the design contract, or change orders to the construction contract within 15 days of being notified of the proposed change order and additional costs, prior to the COUNTY authorizing those services. COUNTY will not authorize the supplemental services or change order without receiving approval for the change order or supplemental services from the AGENCY and payment from the AGENCY.

3.1.9 Any contingency funds remaining at the end of the construction phase shall be returned to the AGENCY.

3.1.10 If FDOT does not reimburse the COUNTY, the AGENCY shall not receive reimbursement funds and shall be responsible for funding the PROJECT to the conclusion of construction if notice to proceed has already been issued to the contractor or if the LAP AGREEMENT commitments require construction completion.

**3.2 COUNTY Commitments and Duties.** COUNTY agrees to perform the following:

3.2.1 Enter into the LAP AGREEMENT.

3.2.2 The COUNTY shall reimburse the AGENCY as funding reimbursement is received from FDOT. The amount of reimbursement will equal the grant funds received.

3.2.3 Provide a copy of all LAP AGREEMENT communications to the AGENCY.

3.2.4 Hire design consultant to produce plans, acquire necessary permits, and prepare required LAP documentation for FDOT.

3.2.5 COUNTY shall invite AGENCY to participate in the scoping of work for the PROJECT.

3.2.6 Coordinate with FDOT to meet all design phase LAP and federal requirements.

3.2.7 Prepare bid documents and contract for construction of the PROJECT, including overseeing the bidding process, and contract finalization.

3.2.8 Hire CEI or use in-house staff to administer contract for construction of the PROJECT as required by LAP. This includes all necessary coordination.

3.2.9 Return any unused funding received from the AGENCY at the conclusion and final accounting of the construction phase of the PROJECT.

**3.3 Maintenance and Operation of PROJECT** - Upon the COUNTY's final acceptance of the construction of the PROJECT, the COUNTY shall convey and the AGENCY shall accept full responsibility for operation and maintenance of the PROJECT. Upon the issuance of a Notice to Proceed to begin construction of the PROJECT by the COUNTY, AGENCY shall apply to the COUNTY for a right-of-way permit to allow AGENCY to perform maintenance of the PROJECT, (ROW PERMIT). Upon the COUNTY'S final acceptance of the construction of the PROJECT, the COUNTY shall be relieved of all duties and responsibilities for the PROJECT.

#### **Section 4 - Termination**

**4.1** The COUNTY may elect to terminate this AGREEMENT, for any reason and at any time, including before the expiration of the useful life of the PROJECT, by providing the AGENCY written notice. Within ninety (90) days of receipt of written termination notice, the AGENCY shall reconfigure and remove all PROJECT improvements, and restore the Right of Way to its original or like condition, or be responsible for all costs and fees related to the COUNTY's REMOVAL COSTS. The AGENCY shall submit full payment to the COUNTY within 30 days of the date of the COUNTY's invoice of the REMOVAL COSTS.

**4.2** Upon termination, if the LAP AGREEMENT or any other applicable LAP program grant condition requires the COUNTY to repay or return any funds that the COUNTY expended for the PROJECT, the AGENCY shall fully reimburse the COUNTY, within sixty (60) days of the COUNTY's request for reimbursement.

**Section 5 - Indemnification** - The AGENCY shall protect, defend, reimburse, indemnify and hold the COUNTY, its agents, employees and elected officers free and harmless from and against any and all claims, liability, expenses, losses, costs, fines and damages or causes of action of every kind or character including attorney's fees, whether at trial or appellate levels or otherwise arising

out of or related to the PROJECT, or arising during or as a result of the AGENCY's performance of the terms of this AGREEMENT, or due to the acts or omissions of the AGENCY. The AGENCY's aforesaid indemnity and hold harmless obligations shall apply to the fullest extent permitted by law. Notwithstanding the foregoing, nothing set forth in this paragraph shall constitute a waiver of sovereign immunity beyond the limits set forth at Section 768.28, Florida Statutes. This paragraph shall survive the expiration or termination of this AGREEMENT.

**Section 6 - Enforcement Costs** - In any action brought by either Party to enforce this AGREEMENT, each Party shall be responsible for its own attorney's fees and costs.

**Section 7 - Independent Contractor** - COUNTY and the AGENCY are and shall be, in the performance of all work, services and activities under this AGREEMENT Independent Contractors and not employees, agents or servants of the other Party. All COUNTY employees engaged in the work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to COUNTY's sole direction, supervision, and control. All AGENCY employees engaged in the work or services performed pursuant to this AGREEMENT shall at all times, and in all places, be subject to AGENCY's sole direction, supervision, and control. The Parties shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the parties relationship and the relationship of its employees to the other Party shall be that of an Independent Contractor and not as employees or agents of the other.

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

**Section 8 – Personnel** - COUNTY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this AGREEMENT. Such personnel shall not be employees of or have any contractual relationship with the AGENCY.

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

**Section 9 - Insurance** - Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes (STATUTE), the AGENCY represents that it is self-insured with coverage subject to the limitations of the STATUTE, as may be amended. If the AGENCY is not self-insured, the AGENCY shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this AGREEMENT, insurance coverage at limits not less than those contained in the STATUTE. Should the AGENCY purchase excess liability coverage, the AGENCY agrees to include the COUNTY as an Additional Insured. The AGENCY agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter

440, Florida Statutes. Should the AGENCY contract with a third-party (CONTRACTOR) to perform any service related to the AGREEMENT, the AGENCY shall require the CONTRACTOR to provide the following minimum insurance:

9.1 **Commercial General Liability** insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include the AGENCY and the COUNTY as Additional Insureds. The AGENCY shall also require that the CONTRACTOR include a Waiver of Subrogation against the COUNTY.

9.2 **Business Automobile Liability** insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.

9.3 **Workers' Compensation** insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

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

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

**Section 10 - Breach and Opportunity to Cure** - The parties expressly covenant and agree that in the event either Party is in default of its obligations under this AGREEMENT, each Party shall have thirty (30) days written notice before exercising any of its rights.

**Section 11 - Notice** - All notices required or allowed under this AGREEMENT shall be in writing, and deemed sufficient to each Party when sent by United States Mail, postage prepaid, to the following:

All notices to the AGENCY shall be sent to:  
Westgate Belvedere Homes CRA  
1280 N. Congress Avenue, Suite 215  
West Palm Beach, FL 33409  
Attn: Elizee Michel, Executive Director

All notices to the COUNTY shall be sent to:

Morton L. Rose, P.E., Director, Roadway Production  
Palm Beach County  
Engineering and Public Works Department  
P.O. Box 21229  
West Palm Beach, FL 33416-1229

**Section 12 - Modification and Amendment** - Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith. Except that either Party may from time to time change the address to which notice under this AGREEMENT shall be given upon three (3) days prior written notice to the other Party.

**Section 13 – Remedies** - This AGREEMENT shall be governed by and in accordance with the laws of the State of Florida. Any legal action necessary to enforce this AGREEMENT shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

**Section 14 - No Waiver** - Any waiver by either Party of its rights with respect to a default under this AGREEMENT, or with respect to any other matters arising in connection with this AGREEMENT, shall not be deemed a waiver with respect to any subsequent default or other matter. The failure of either Party to enforce strict performance by the other Party of any of the provisions of this AGREEMENT or to exercise any rights under this AGREEMENT shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance.

**Section 15 - Joint Preparation** - The preparation of this AGREEMENT has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

**Section 16 - Non-Discrimination** - The Parties agree to comply with the COUNTY's Nondiscrimination Policy, as described in Resolution 2017-1770, as amended, and that neither Party conducts business with nor appropriates funds to any entity that practices discrimination on the basis or race, color, national origin, disability, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity or expression, disability, or genetic information. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

**Section 17 - Execution** - This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Section 18 - Compliance with Codes and Laws** - COUNTY and AGENCY shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this AGREEMENT. COUNTY and AGENCY further agree to include this provision in all subcontracts issued as a result of this AGREEMENT.

**Section 19 - Office of the Inspector General** - The COUNTY has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General’s authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AGENCY, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440 and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

**Section 20 - Public Entity Crime Certification** - As provided in Section 287.132-133, Florida Statutes, as may be amended from time to time, by entering into this AGREEMENT or performing any work in furtherance hereof, COUNTY shall have its consultant certify that their affiliates, suppliers and sub consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

**Section 21 - Severability** - If any section, paragraph, sentence, clause or provision of this AGREEMENT is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this AGREEMENT.

**Section 22 - Entirety of AGREEMENT** - COUNTY and AGENCY agree that this AGREEMENT and the ROW PERMIT set forth the entire agreement between the Parties and there are no promises or understandings other than those stated herein.

**Section 23 - Survival** - The obligations, rights, and remedies of the Parties hereunder, which by their nature survive the termination of this AGREEMENT or the completion of the PROJECT, shall survive such termination or PROJECT completion and inure to the benefit of the Parties.

**Section 24 - Third Party Beneficiary** - No provision of this AGREEMENT is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this AGREEMENT, including, but not limited to, any citizen or employees of the COUNTY and/or the AGENCY.

**Section 25 - Assignment** - Neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this AGREEMENT without the prior written consent of the other.



**Section 26 - Effective Date** - This AGREEMENT shall become effective immediately upon the execution by both parties and upon filing with the Clerk of the Circuit Court of Palm Beach County, Florida.



IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this AGREEMENT for Cherry Road Pedestrian Improvements, Project Number 2021025, on behalf of the COUNTY, and AGENCY has hereunto set its hand the day and year above written.

**OWNER:**

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
 Morton L. Rose, P.E.  
Director of Roadway Production

**AGENCY:**

Westgate Belvedere Homes Community  
Redevelopment Agency

\_\_\_\_\_  
Ronald Daniels, Board Chair

(Seal)

**ATTEST WITNESS:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

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

{SIGNATURE PAGES CONTINUED}

**ATTEST:**

Joseph Abruzzo  
Clerk of the Circuit Court & Comptroller

**COUNTY:**

**Palm Beach County**, a Political Subdivision of the  
State of Florida, by and through its Board of County  
Commissioners

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Dave Kerner, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

(Seal)

By: YBH \_\_\_\_\_  
Yelizaveta B. Herman  
Assistant County Attorney

OK! *Sandra Milem Espino*

3/9/2022

*Scope + Fee Okay*  
*[Signature]*  
3/9/22

**EXHIBIT "A"**  
**CHERRY ROAD – MILITARY TRAIL to QUAIL DRIVE**  
**ENGINEERING DESIGN SERVICES**  
Palm Beach County Project No. 2021025  
Federalized Project FM#448303-1

**SCOPE OF SERVICES**

March 9, 2022

**OVERVIEW**

Palm Beach County is assisting the Westgate/Belvedere Homes CRA in obtaining FDOT LAP Funding for installing multi-use pathway and pedestrian lighting along Cherry Road from Military Trail to Quail Drive in unincorporated Palm Beach County. The project length is approximately 2,100 feet (0.4 miles).

Project includes removing the existing sidewalk on the north side and installing a multi-use pathway. A new 6-foot sidewalk will be installed from the south side of the road connecting Quail and Country Club Roads. New pedestrian lighting will be installed on the entire north side and along the new 6-foot sidewalk on the south side. Curb and gutter will be installed along the north side adjacent to the multi-use pathway. AASHTO Greenbook design guidance will be used to the extent practical, however, the existing roadway will not be shifted in any of the proposed typical sections. There are no proposed drainage improvements other than the creation of swales, where applicable. The entire roadway will be milled and resurfaced, and/or overbuilt for overflow drainage to flow to the south green area(s). No roadway reconstruction is included in the project. Project also includes restriping and one crosswalks at Country Club Road. The proposed typical sections are as follows:

Section A-A (near Military Trail) will include curb and gutter (C&G) on the north side with 10' pathway at back of curb with 2' clear zone with +/- 2' for placement of the pedestrian lights. The south side will include a proposed 6' shoulder (2' paved) and 5' green space with possible addition of a swale. There will be no trees in this section.

Section B-B will use the same as Section A-A on the north side (C&G with 10' pathway at back of curb with 2' clear zone with +/- 2' for lights). The south side will have a 6' shoulder (2' paved) and 10' green area with addition of a swale. There will be no trees in this section.

Section C-C (from the bridge to Country Club Road) will use the same as Section A-A on the north side (C&G with 10' pathway at back of curb with 2' clear zone with +/- 2' for lights and approximately 8' for trees). The south side will have a 6' shoulder (2' paved), 6' sidewalk, +/- 2' for lights and green area with addition of a swale. Trees will be added where acceptable to the County.

Section D-D the two (2) existing undivided 12-foot travel lanes to be milled and resurfaced. On the north side, existing C&G, 10' sidewalk and 10.5' green area to remain. On the south side, 6-

foot shoulder to remain and construct new 6-foot sidewalk. New pedestrian lighting on the south side.

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

The basic services for this project include:

1. Civil Engineering & Project Management (by Mock•Roos)
2. Electrical Engineering (by Hillers Electrical Engineering)
3. Land Surveying (by Brown & Phillips)
4. Cultural Resource Assessment (by Janus Research)
5. Landscaping and Irrigation (2GHO)

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

## **SCOPE OF SERVICES DESCRIPTION**

### **Project Management:**

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

1. Preparing a team project schedule to meet the requirements of the established FDOT schedule and monitor the team's progress. Provide updates as required and/or requested by the County.
2. Coordinate with four (4) subconsultants, listed above, by establishing specific scope requirements, reviewing their work performance, assembling progress submittals and distributing comments received, communicating between the County and each team firm, and providing financial coordination.
3. Coordinate directly with the County on the progress schedule, submittals, and communicating directives from either the County or FDOT. Up to five (5) virtual meetings are estimated with the County and/or FDOT.
4. Perform a Design Analysis. Task will include evaluating and developing practical typical sections that will accomplish the project goals, reviewing master plan layouts, and coordinate with the County and stakeholders.
5. Prepare final project typical sections (4 total) to be used for the design of the improvements.

### **Land Surveying:**

Brown & Phillips (B&P) will provide Surveying Services for the project. See attached proposal from B&P dated January 19, 2022 for scope of services.

### **Civil Engineering:**

Professional services shall include the preparation of a set of engineering construction plans and estimated costs for the construction of the above-described improvements on Cherry Road. Technical specifications will be the *FDOT Standard Specifications for Road and Bridge Construction* (latest edition). The following tasks will be performed:

1. Prepare construction drawings in accordance with Palm Beach County Design Standards, consisting of:
  - a. Project Location/Title Sheet.
  - b. Construction Notes and Legends.
  - c. Plan View Base Map from surveys, on County aerial photography.
  - d. Summary of Quantities table with Pay Item footnotes, as required.
  - e. Inclusion of any public utilities in the project area that may affect the project, to be incorporated in the base map file. Survey and/or base maps will be provided to the County for direct coordination with utility companies in the project area.
  - f. Cherry Road Typical Sections showing the proposed improvements (multi-use path, sidewalk and pedestrian lights). Four (4) typical sections are anticipated.
  - g. Street and Driveway Cross Sections (up to 40 sections, 2,000 lf total length taken at every 50').
  - h. Construction Plan Sheets (dual plan view - 3 estimated, 1"=40' scale – 11x17 format) indicating finished grades, supporting data, etc. (no profiles of streets required).
2. Evaluate green areas for potential for swale system to collect stormwater runoff resulting from the pavement section sloping to the south side of the right-of-way.
3. Research SFWMD permit status and requirements. Submit a general permit to SFWMD for the project. Respond up to two (2) RAIs.
4. Calculate quantities of the proposed improvements and provide a preliminary estimate of construction cost, based on unit prices from previous County projects, with each progress submittal.
5. Perform utility coordination with County staff and affected utility companies. Determine any potential above-ground or underground utility conflicts that may affect the components of the project. Resolve such conflicts, as necessary.
6. Provide plans for County & FDOT reviews, and prepare responses to agency comments, as follows:

- /
- a. 35% progress submittal to County; make revisions – resubmit to County for Initial FDOT submittal.
  - b. 65% progress submittal to County; incorporating 35% review comments from Initial FDOT submittal.
  - c. 96% progress submittal to County for review including revisions from 65% review – make revisions and resubmit 96% package to County for Constructability FDOT submittal; receive and review FDOT comments from ERC; prepare responses to FDOT Constructability comments and make appropriate plan revisions.
  - d. 100% submittal to County for review, including FDOT ERC comments; make revisions – resubmit to County for FDOT Production Package submittal; receive and address FDOT comments, if any – resubmit Final Production Package to County for FDOT.
  - e. Final – Signed and Sealed.

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

7. Assist Palm Beach County by addressing questions and providing relevant data to FDOT for obtaining the LAP Funding on this project. Construction plans will be assembled, and construction cost estimates prepared on FDOT LAP funding forms, provided to meet the above-described progress review schedules. Responses to comments will be provided and plans revised as determined appropriate.
8. Optional Public Involvement Services.
9. Optional Post Design Services.

### **Electrical Engineering:**

Hillers Electrical Engineering will provide Electrical Engineering for the Street Lighting portion of the project. See attached proposal from Hillers dated January 14, 2022 for scope of services.

### **Cultural Resource Assessment:**

Janus Research will perform a Cultural Resource Assessment Survey for the project. See attached proposal from Janus dated January 20, 2022 for scope of services.

### **Landscaping Design:**

2GHO will perform Landscape Architectural design for the project. See attached proposal from 2GHO dated January 19, 2022 for scope of services.

## PROJECT SCHEDULE

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

### Deliverables Under This Scope of Services:

- INITIAL PHASE Submittal (35% Progress) to FDOT: approx. due date: **November 14, 2022** (35% to County for review in September/October 2022)
- Draft Environmental Report (CRAS) to FDOT: approx. due date: **October 2022**
- 65% Progress Submittal to County: approx. due date: **January/February 2023**
- CONSTRUCTABILITY PHASE Submittal (96% Progress) to FDOT: due date: **March 14, 2023** (96% to County for review in 2022)
- PRODUCTION PHASE Submittal (100%) to FDOT: due date: **June 9, 2023** (100% to County in March 2023)
- Production Date Submittal (Final) to FDOT: due date **July 3, 2023** (Final to County April 24, 2023)

Meeting these milestones requires receipt of written authorization and Notice to Proceed no later than April 1, 2022, provided the County allows the use of the base survey files before the survey is approved. A comprehensive design schedule will be provided following the County's NTP.

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

**Mock, Roos & Associates, Inc.**  
**CHERRY ROAD - MILITARY TRAIL TO QUAIL DRIVE**  
**ENGINEERING DESIGN SERVICES**  
**Palm Beach County Project No. 2021025**  
 Estimate of Staffing Requirements & Professional Services Fee

TASK DESCRIPTION	Project Manager	Engineer	Engineer Intern	CADD Technician	Total Hours	Amount
<b>PROJECT TEAM MANAGEMENT</b>						
1. Prepare team project schedule/monitor progress/updates (ACTIVITY 3)	8		8		16	\$ 781.88
2. Attending meetings (virtual) with County or FDOT (up to 5 total) (ACTIVITY 4)	10	10			20	\$ 1,057.10
3. Perform Design Analysis (typ. Sect, master plan layout, coord) (ACTIVITY 4)	16	44	16	20	96	\$ 3,859.36
4. Develop final conceptual project Typical Sections (ACTIVITY 4)	2	4	8	12	26	\$ 885.42
<b>CIVIL ENGINEERING CONSTRUCTION DRAWINGS</b>						
1. Prepare Construction Drawing Activities						
Project Location/Title Sheet (1 sheet) (ACTIVITY 5)	1	2	4		7	\$ 217.00
Construction Notes and Legends (1 sheet) (ACTIVITY 5)	2	3	4		9	\$ 287.00
Summary of Quantities with Pay Item notes (ACTIVITY 5)	3	6	6	5	20	\$ 765.13
Prepare base maps/survey/utility data from utility companies (ACTIVITY 5)	4	4	12	16	36	\$ 1,258.84
Prepare Street Typical Section (4 sheets) (ACTIVITY 5)	4	8	12	12	36	\$ 1,298.84
Prepare Plan Sheets for sidewalk construction (ACTIVITY 5)	16	80	64	40	200	\$ 7,331.36
Utility Coordination (initial markups, polifolding, meetings) (ACTIVITY 7)	4	8	12		24	\$ 950.84
Prepare Cross Sections (40 cross sections) (ACTIVITY 5)		20	40	60	120	\$ 3,760.00
Quantity calcs; cost estimates/lighting - eval FDOT qual (ACTIVITY 5)	8	16	8		32	\$ 1,405.68
Evaluate draining of pavement sections to south green area (ACTIVITY 6)	2	10	10	2	24	\$ 891.42
Signing and Pavement Marking Analysis (ACTIVITY 19)	2	8	10	2	22	\$ 813.42
Signing and Pavement Marking Plans (ACTIVITY 20)	4	8	20	8	40	\$ 1,430.84
SFWMD Permitting (ACTIVITY 8)	4	8	8	8	28	\$ 1,058.84
Preparing LAP Documents, queries from FDOT (ACTIVITY 3)	20	20	20		60	\$ 2,734.20
<b>Staff Hours</b>	<b>107</b>	<b>257</b>	<b>259</b>	<b>193</b>	<b>816</b>	
<b>Total Staff Costs</b>	<b>\$ 7,137.97</b>	<b>\$ 10,023.00</b>	<b>\$ 8,029.00</b>	<b>\$ 5,597.00</b>		<b>\$ 30,786.97</b>
<b>Raw Labor Rates</b>	<b>\$ 68.71</b>	<b>\$ 39.00</b>	<b>\$ 31.00</b>	<b>\$ 29.00</b>		
<b>BASIC SERVICES:</b>						
	SALARY RELATED COSTS					
				MULTIPLIER		
MOCKROOS					2.72	
HILLERS ELECTRICAL ENGINEERING - LIGHTING DESIGN						\$ 83,740.56
BROWN & PHILLIPS - SURVEY						\$ 28,272.00
JANUS RESEARCH - CULTURAL RESOURCES ASSESSMENT						\$ 17,993.34
2GHO - LANDSCAPE DESIGN						\$ 6,960.28
<b>TOTAL BASIC SERVICES FEE</b>						<b>\$ 138,853.40</b>
<b>REIMBURSABLES:</b>						
Mock-Roos Out-of-Pocket Expenses see attached						\$ 559.50
<b>TOTAL ESTIMATED REIMBURSABLES</b>						<b>\$ 559.50</b>
<b>OPTIONAL SERVICES (HOURLY)</b>						
<b>TOTAL ESTIMATED DESIGN SERVICES FEES</b>						<b>\$ 139,412.90</b>
<b>PUBLIC INVOLVEMENT (ACTIVITY 3.1)</b>						
MOCKROOS POST-DESIGN (ACTIVITY 3.13)						\$7,258.05
HILLERS ELECTRICAL ENGINEERING POST-DESIGN						\$5,750.62
2GHO POST-DESIGN						\$3,482.48
<b>TOTAL ESTIMATED POST-DESIGN SERVICES</b>						<b>\$10,633.85</b>
<b>TOTAL ESTIMATED PROJECT FEES</b>						<b>\$ 166,537.90</b>



PBC 2021025

**CHERRY ROAD - MILITARY TRAIL TO QUAIL DRIVE  
ENGINEERING DESIGN SERVICES  
Palm Beach County Project No. 2021025  
Mock•Roos Out-of-Pocket Expenses  
3/2/2022**

**Project Management &  
Contract Document Production**

<b><u>REIMBURSIBLES</u></b>	<b><u># submit</u></b>	<b><u># sheets</u></b>	<b><u># copies</u></b>	<b><u>rate</u></b>	<b><u>Amount</u></b>
<b>11x17 copies</b>					
35%, 65%, 96%, 100% Prog Subm (PBC & FDOT)	5	30	5	\$ 0.25 \$	187.50
Miscellaneous Working Copies	1	130	4	\$ 0.25 \$	130.00
<b>22x34 copies</b>					
Miscellaneous working copies	1	5	3	\$ 1.20 \$	18.00
<b>8-1/2x11 copies</b>					
Typical Cross Section Package	2	6	5	\$ 0.10 \$	6.00
Computations	4	15	8	\$ 0.10 \$	48.00
Quantities & Cost Estimates	5	30	8	\$ 0.10 \$	120.00
Correspondence documents	1	125	2	\$ 0.10 \$	25.00
Miscellaneous working copies	1	125	2	\$ 0.10 \$	25.00
<b>TOTAL REIMBURSIBLES</b>				<b>\$</b>	<b>559.50</b>

**Optional Services**

<b>POST DESIGN (hourly)</b>	<b><u># hours</u></b>	<b><u>raw labor rate</u></b>	<b><u>Amount</u></b>
Project Manager	20	66.71	\$1,334.20
Engineer	20	39.00	\$780.00
Subtotal	40		\$2,114.20
	multiplier	2.72	<b><u>\$5,750.62</u></b>
<b>Public Involvement (hourly)</b>	<b><u># hours</u></b>	<b><u>raw labor rate</u></b>	<b><u>Amount</u></b>
Project Manager	40	66.71	\$2,668.40
Subtotal	40		\$2,668.40
	multiplier	2.72	<b><u>\$7,258.05</u></b>
	<b><u>TOTAL</u></b>		<b><u>\$13,008.67</u></b>

**Project Activity 3: Project Common and Project General Tasks**

Estimator: Cherry Road  
Updated 060818 20211025

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement	LS	1	40	40	OPTIONAL SERVICES
3.4A	Project Schedule	LS	1	16	16	monitor and provide updates
3.4B	LAP Documentation	EA	5	12	60	LAP Docs (35%, 65%, 96%, 100%, Final)
3.1	Post Design Services	LS	1	40	40	OPTIONAL SERVICES
<b>3. Project Common and Project General Tasks Total</b>					<b>156</b>	

**Project Activity 4: Roadway Analysis**

Estimator:

Cherry Road  
20211025

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.5A	Design Analysis	LS	4	24	96	
4.5B	Final Conceptual Typical Sections	EA	2	13	26	
Roadway Analysis Technical Subtotal					122	
4.15	Technical Meetings	EA	5	4	20	Meet with County and DOT FDOT Initial, 65%, FDOT Constructability, FDOT Production (2)
Roadway Analysis Nontechnical Subtotal					20	
4. Roadway Analysis Total					142	

# **Project Activity 5: Roadway Plans**

Estimator:

Cherry Road  
20211025

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.1A	Project Location/Title Sheet		Sheet	1	7	1	7	
5.5A	Typical Sections		EA	4	9	4	36	
5.6	General Notes/Pay Item Notes		Sheet	1	9	1	9	
5.7	Summary of Quantities		EA	5	4	5	20	FDOT Initial, 65%, FDOT Constructability, FDOT Production (2)
5.7A	Quantity Calcs/EOPCC		EA	5	12	5	60	FDOT Initial, 65%, FDOT Constructability, FDOT Production (2)
5.13A	Prepare Basemap Review		LS	1	36	0	36	with utility data
5.15	Plan Sheet		Sheet	4	50	0	200	for sidewalk (FDOT Initial, 65%, FDOT Constructability, FDOT Production (2))
5.30A	Cross Sections		EA	40	3	0	120	FDOT Initial, 65%, FDOT Constructability, FDOT Production (2)
<b>5. Roadway Plans Total</b>							<b>488</b>	