The City of

Boynton Beach

City Commission Agenda

Tuesday, February 18, 2025, 6:00 PM

City Hall Commission Chambers
100 E. Ocean Avenue

Boynton Beach City Commission

Ty Penserga, Mayor (At Large)
Aimee Kelley, Vice Mayor (District IV)
Angela Cruz, Commissioner (District I)
Woodrow L Hay, Commissioner (District II)
Thomas Turkin, Commissioner (District III)

Daniel Dugger, City Manager
Shawna Lamb, City Attorney
Maylee De Jesus, City Clerk

Mission
To create a sustainable community by providing exceptional municipal services, in a financially responsible manner.

America's Gateway to the Gulfstream

www.boynton-beach.org

Welcome

Thank you for attending the City Commission Meeting

General Rules & Procedures for Public Participation at City of Boynton Beach Commission Meetings

The Agenda:
There is an official agenda for every meeting of the City Commissioners, which determines the order of business conducted at the meeting. The City Commission will not take action upon any matter, proposal, or item of business, which is not listed upon the official agenda, unless a majority of the Commission has first consented to the presentation for consideration and action.

- **Consent Agenda Items:** These are items which the Commission does not need to discuss individually and which are voted on as a group.
- **Regular Agenda Items:** These are items which the Commission will discuss individually in the order listed on the agenda.
- **Voice Vote:** A voice vote by the Commission indicates approval of the agenda item. This can be by either a regular voice vote with "Ayes & Nays" or by a roll call vote.

Speaking at Commission Meetings:

The public is encouraged to offer comment to the Commission at their meetings during Public Hearings, Public Audience, and on any regular agenda item, as hereinafter described.

City Commission meetings are business meetings and, as such, the Commission retains the right to impose time limits on the discussion on an issue.

- **Public Hearings:** Any citizen may speak on an official agenda item under the section entitled "Public Hearings."
- **Public Audience:** Any citizen may be heard concerning any matter within the scope of the jurisdiction of the Commission - Time Limit - Three (3) Minutes.

Regular Agenda Items: Any citizen may speak on any official agenda item(s) listed on the agenda after a motion has been made and properly seconded, with the exception of Consent Agenda Items that have not been pulled for separate vote, reports, and presentations. - Time Limit - Three (3) Minutes.

Addressing the Commission: When addressing the Commission, please step up to either podium and state your name for the record.

Decorum: Any person who disrupts the meeting while addressing the Commission may be ordered by the presiding officer to cease further comments and/or to step down from the podium. Failure to discontinue comments or step down when so ordered shall be treated as a continuing disruption of the public meeting. An order by the presiding officer issued to control the decorum of the meeting is binding, unless over-ruled by the majority vote of the Commission members present.

Please turn off all cellular phones in the City Commission Chambers while the City Commission Meeting is in session.

The City of Boynton Beach encourages interested parties to attend and participate in public

meetings either in-person or via communications media technology online. To view and/or participate in the City Commission meeting online you have the following options:

1. **Watch the meeting online, but not participate:**

   https://www.boynton-beach.org/748/Watch-City-Commission-Meetings

2. **Watch the meeting online and provide public comment during the meeting:**

   YouTube channel (https://www.youtube.com/@cityofboynton).

   Please click onto the description / more tab under the video player to see:

   *The Agenda link

   *Live-To-Air Public Comment link

   *Instructions on how to make a comment link

   *Tech Support hotline number

If you are following the agenda and want to speak specifically during the agenda item labeled “Public comments”, you are permitted to start the connectivity process during the item that precedes public comments to ensure that all contributors are in que, screened and ready when that segment of the agenda is presented, or please wait until your topic of concern is being discussed before requesting to join the meeting for public comment.

Please note that time limits will be enforced so comments must be limited to no more than 3 minutes.

*Presenters, Consultants, and Subject Matter Experts (SME) may join at any time with prior approval.

For additional information or for special assistance prior to the meeting, please contact Maylee De Jesús, City Clerk at cityclerk@bbfl.us or (561) 742-6061.

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1. **<u>Openings</u>**

   A. Call to Order - Mayor Ty Penserga

Roll Call.

Invocation by Jeff Kelley, First Baptist Church of Boynton Beach

Pledge of Allegiance to the Flag led by Vice Mayor Aimee Kelley.

Agenda Approval:
1. Additions, Deletions, Corrections
2. Adoption

2. **Other**

A. Information Items by members of the City Commission.
City Commissioners to disclose any informational items to the public.

3. **Announcements, Community and Special Events And Presentations**

A. Proclamation- 211 Awareness Month.
Mayor Penserga will read the proclamation into the record. The proclamation will be accepted by Ty Barnes, of 211 Palm Beach and Treasure Coast.

B. Proclamation- The Lord's Place SleepOut to End Homelessness Awareness Day.
Mayor Penserga will read the proclamation into the record. The proclamation will be accepted by John Gilmore of The Lord's Place.

4. **Public Audience**

Public Audience: Any citizen may be heard concerning any matter within the scope of the jurisdiction of the Commission. Speakers will be limited to 3-minute presentations (at the discretion of the Chair, this 3-minute allowance may need to be adjusted depending on the level of business coming before the City Commission).

5. **Administrative**

6. **Consent Agenda**

A. Proposed Resolution No. R25-045- Ratifying the City's application for the Florida Department of Environmental Protection's Resilient Florida Grant to Update the Vulnerability Assessment Project in the amount of $150,000, authorizing the City to accept the Grant, and authorizing the Mayor to execute all documents related to the Grant that do not increase the City's financial obligations subject to the approval of the City Attorney.

Staff recommends approval of Proposed Resolution No. R25-045.

B. Proposed Resolution No. R25-046- Approve the Ninth Amendment to the Interlocal Agreement between the City of Boynton Beach and the City of Delray Beach to change the title of the administrative head of the South Central Regional Wastewater Treatment and Disposal Board from Plant Manager to Director.
Staff recommends approval of Proposed Resolution No. R25-046.

C. Proposed Resolution No. R25-047- Amend CIP 303 Fund project number RP2416

from $73,234 to $88,234, by utilizing $15,000 from fund balance, to cover for a change order to PO 241337, for a total amount of $203,080.80, for unforeseen issues during the construction of Little League/High Point Privacy Wall construction.
Staff recommends approval of Proposed Resolution No. R25-047.

D. Proposed Resolution No. R25-051- Approve the First Amendment to the Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency for Funding an on-demand transportation services pilot program extending the Interlocal Agreement for a one-year period.
Staff recommends approval of Proposed Resolution No. R25-051.

E. Schoolhouse Children's Museum Report - First Quarter FY24-25
Accept FY24/25 first quarter report on operations of the Schoolhouse Children's Museum.

F. Commission Meeting Minutes.
Approve minutes from the January 21, 2025 City Commission Meeting.

7. **Consent Bids and Purchases over $100,000**

A. Proposed Resolution No. R25-048- Approve a Piggyback Agreement between the City of Boynton Beach and Morton Salt, Inc., for the purchase and delivery of Sodium Chloride in an amount not to exceed $200,000 per year annually.

Staff recommends approval of Proposed Resolution No. R25-048.

B. Proposed Resolution No. R25-049- Approve Task Order No. GESUT-1B-02-25 with Carollo Engineers, Inc. for professional engineering services, including survey, permitting assistance, design services, and construction management support for the Sea Meadow South- Water & Wastewater Improvements Project. This task order is issued in accordance with RFQ No. CW24-001 (General Engineering Consulting Services Contract, Scope Category B), as awarded by the City Commission on November 19, 2024. The total not-to-exceed amount for this task order is $953,516.55. Additionally, approve a budget transfer to allocate sufficient funding for this project.
Staff recommends approval of Proposed Resolution No. R25-049.

C. Proposed Resolution No. R25-050- Award of Task Order No. GESCM-2J-02-25 and approve a budget amendment to appropriate the funds for Craven Thompson & Associates as the next pre-qualified vendor for the Preliminary Design of South Seacrest streetscape improvements in the amount of $161,170 plus a 10% allowance of $16,117 if needed for staff approval of change orders for unforeseen conditions for a total expenditure of $177,287 based on costs provided by Craven Thompson & Associates.

Staff recommends approval of Proposed Resolution No. R25-050.

D. Proposed Resolution No. R25-052- Award two (2) task order proposals, Task No. 213 with All County Paving and Task No. 196 with Atlantic Southern Paving and approve a budget amendment to appropriate funds needed to award All County Paving as the next pre-qualified vendor for the Quantum Boulevard asphalt path in

the amount of $164,980 plus a 15% contingency of $24,747 and award Atlantic Southern Paving as the following pre-qualified vendor for the SE 3rd Street improvements in the amount of $305,663.80 plus a 10% contingency of $30,566.38 if needed for staff approval of change orders for unforeseen conditions for a total expenditure of $525,957.18 based on costs provided by All County Paving and Atlantic Southern Paving. These task order proposals are issued in accordance with bid number PWE22-008 for "Asphalt and Sidewalk Rehabilitation;" as awarded by the City Commission on April 5th, 2022.

Staff recommends approval of Proposed Resolution No. R25-052.

8. **Public Hearing**

6 P.M. or as soon thereafter as the agenda permits. T he City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

A. Proposed Ordinance No. 25-001- Second Reading- An Ordinance of the City of Boynton Beach, Florida, approving the abandonment of the twenty-foot (20') wide alley abutting the approved Villages of East Ocean (north) mixed-use development as recorded in Plat Book 1, Page 23 of the public records of Palm Beach County; authorizing the City Manager to execute a disclaimer, which shall be recorded with this ordinance in the public records of Palm Beach County, Florida; and providing an effective date.
Staff recommends approval of Proposed Ordinance No. 25-001 on Second Reading.

B. Proposed Ordinance No. 25-002- Second Reading- An Ordinance of the City of Boynton Beach, Florida, amending Code of Ordinances Part III, "Land Development Regulations," Chapter 1, "General Administration," Article II, "Definitions," and Chapter 2, "Land Development Process," Article VI, "Impact and Selected Fees," Section 7, "Palm Beach County Fees" and establishing Section 10, "Mobility Fees;" providing for update of definitions; providing for repeal of the collection of County road impact fees within the mobility fee assessment area; providing for collection of mobility fees within the mobility fee assessment area; providing for authority; setting forth general provisions for mobility fees, definitions, purpose, the mobility fee technical report, and rules of construction; providing for imposition and a mobility fee schedule; providing for establishment of a mobility fee assessment area; providing for the process for review of alternative and special fee determinations, credits, establishment of a mobility fee benefit district, fund accounts, expenditures, refunds, effects on land development regulations, development of an administrative procedures and service charges, requirements for annual reporting, review and updates, agreements, interlocal agreements, vested rights, and penalties for violations; providing for conflicts; providing for severability; providing for scrivener's errors; providing for liberal interpretation; providing for modifications; providing for conflicts, severability and an effective date.

Staff recommends approval of Proposed Ordinance No. 25-002, on Second Reading.

9. **City Manager's Report**

10. **Regular Agenda**

A. Discussion regarding Workforce Housing and Affordable Housing.
Requested by Vice Mayor Kelley.

B. Discussion regarding Miner Road Extension by Palm Beach County.
Requested by Vice Mayor Kelley.

C. Discussion regarding construction hours near residential locations.
Requested by Commissioner Cruz.

11. **Future Agenda Items**

A. Discussion on additional paving in fiscal year 24-25 - **March 18, 2025**
Requested by Commissioner Turkin

B. Discussion regarding ethics and behavior of the Commission. - **TBD**
Requested by Commissioner Hay.

C. Discussion regarding fluoride in the water. **- TBD**
Requested by Commissioner Hay.

D. Discussion regarding the City's Comprehensive Plan. - **TBD**
Requested by Commissioner Cruz.

E. Discussion regarding Citywide Master Plan to light up the City.- **TBD**

Requested by Commissioner Turkin.

F. Discussion on utility lift station upgrades and odor control - **TBD**
Requested by Commissioner Hay.

G. Discussion regarding requirements for Advisory Board Appointments.- **Pending meeting with Vice Mayor Kelley**
Requested by Vice Mayor Kelley.

H. Discussion regarding Hazard Pay for Community Standards.- **Pending meeting with Commissioner Cruz**
Requested by Commissioner Cruz.

I. Discussion regarding Amendments to the Code of Ordinances regarding flooding in the community.- **Pending meeting with Commissioner Cruz**
Requested by Commissioner Cruz.

J. Discussion regarding combining City properties together to create senior affordable housing . **- Pending meeting with Mayor Penserga**
Requested by Mayor Penserga.

K. Discuss and provide an update on Fire Station #3, to also include a State of the Fire Department.- TBD
Requested by Vice Mayor Kelley.

12. **Adjournment**

Notice

If a person decides to appeal to any decision made by the City Commission with respect to any matter considered at this meeting, He/She will need a record of the proceedings and, for such purpose, He/She 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. (F.S. 286.0105)

The City shall furnish appropriate auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in and enjoy the benefits of a service, program, or activity conducted by the City. Please contact the City Clerk's office, (561) 742-6060 or (TTY) 1-800-955-8771, at least 48 hours prior to the program or activity in order for the City to reasonably accommodate your request.

Additional agenda items may be added subsequent to the publication of the agenda on the City's web site. Information regarding items added to the agenda after it is published on the City's web site can be obtained from the office of the City Clerk.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/18/2025

Proclamation- 211 Awareness Month.

Requested Action: Mayor Penserga will read the proclamation into the record. The proclamation will be accepted by Ty Barnes, of 211 Palm Beach and Treasure Coast.

Explanation of Request: NA

How will this affect city programs or services? NA

Fiscal Impact: There is no fiscal impact to the budget for this item.

Attachments:
211_Awareness_Month_dm.docx

City of Boynton Beach

Proclamation

WHEREAS, 211 helpline and crisis line continues to be that beacon of hope providing life-saving crisis support and guidance when people are overwhelmed and don't know where to turn; and

WHEREAS, People of all ages and walks of life are reaching out about their growing struggles with mental and emotional health, addiction, housing, health and other concerns. 211 staff listen to each and every person to provide available resource options and to help them strategize and problem solve; and

WHEREAS, 211 also has specialized advocacy and support programs for the community that include Caregiver Support, Help Me Grow and 211's life-saving "Sunshine" daily phone calls, which continue to brighten the lives of isolated seniors and caregivers; and

WHEREAS, 211 also responds to the 988 Lifeline number and support lines that include first responders and MYFLVET for veterans with peer-to-peer support providing assistance to these specialized groups and their families.

NOW, THEREFORE, I, Ty Penserga, Mayor of The City of Boynton Beach, hereby proclaim February Two Thousand Twenty-Five:

2-1-1 Awareness Month

in the City of Boynton Beach, and urge all citizens to be aware that if they are overwhelmed and in crisis or just need to talk, 211 is available any time of day or night. 211 staff can also provide referrals for mental health counseling, substance abuse, health care, employment, food assistance, day care, support groups, volunteering, VITA free income tax preparation and so much more.

IN WITNESS WHEREOF, I hereunto set my hand and cause the official seal of the City of Boynton Beach, Florida, to be affixed this 18th day of February, Two Thousand Twenty-Five.

_____
Ty Penserga, Mayor

ATTEST:

_____
Maylee De Jesús, MMC
City Clerk

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/18/2025

Proclamation- The Lord's Place SleepOut to End Homelessness Awareness Day.

Requested Action: Mayor Penserga will read the proclamation into the record. The proclamation will be accepted by John Gilmore of The Lord's Place.

Explanation of Request: NA

How will this affect city programs or services? NA

Fiscal Impact: There is no fiscal impact to the budget for this item.

Attachments:
SleepOut 2025.docx

City of Boynton Beach

Proclamation

WHEREAS, homelessness is a serious social and economic issue impacting all levels of our society. The City of Boynton Beach and The Lord's Place recognize that all people deserve respect and a place to call home; and

WHEREAS, the City of Boynton Beach and The Lord's Place are partners in providing that respect and pathway to a brighter future for men, women, and families who are homeless in our community; and

WHEREAS, the City of Boynton Beach extends its appreciation to The Lord's Place for its leadership on this critical social issue and its wide array of successful programs and services changing the lives of the homeless one life at a time; and

WHEREAS, the Lord's Place will hold its inaugural 5K March to End Homelessness on Friday, February 28, 2025, at 2:00 P.M., commencing at 2808 N. Australian Avenue, and concluding with a ceremony program at 4:00 – 6:00 P.M. at Centennial Square at 150 N. Clematis, in West Palm Beach. The Lord's Place and the City of Boynton Beach recognize the many community members supporting SleepOut, including The Honorable Ann Brown; and

WHEREAS, the mission of The Lord's Place is to "break the cycle of homelessness by providing innovative, compassionate, and effective Services to men, women, and children in our community."

NOW THEREFORE, I, Ty Penserga, Mayor of the City of Boynton Beach, Florida, do hereby proclaim February 28, 2025, as:

The Lord's Place SleepOut to End Homelessness Awareness Day

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach Florida, the 28th day of February, Two Thousand Twenty-Five.

_____

Ty Penserga, Mayor

ATTEST:

_____

Maylee De Jesús, MMC, City Clerk

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/18/2025

Proposed Resolution No. R25-045- Ratifying the City's application for the Florida Department of Environmental Protection's Resilient Florida Grant to Update the Vulnerability Assessment Project in the amount of $150,000, authorizing the City to accept the Grant, and authorizing the Mayor to execute all documents related to the Grant that do not increase the City's financial obligations subject to the approval of the City Attorney.

Requested Action:

Staff recommends approval of Proposed Resolution No. R25-045.

Explanation of Request:

In 2022, the City of Boynton Beach completed updates to a Climate Change Vulnerability Assessment (CCVA) conducted as part of the Coastal Resilience Partnership of Southeast Palm Beach County for eight jurisdictions. The 2022 analysis requires an update due to the changes to Section 380.093, Florida Statutes, effective July 1, 2024, regarding the sea level rise scenarios and planning horizons. This project will update the 2022 CCVA for the City of Boynton Beach to evaluate flooding using the 2022 NOAA intermediate-low and intermediate sea level rise scenarios for the 2040 and 2070 planning horizons.

The Utilities Department applied for the Resilient Florida Grant, which aims to provide funds for updating the City's Vulnerability Assessment. The project will include detailed analyses of vulnerabilities and risks associated with rainfall-induced flooding, storm surge, and tidal flooding. Asset classes to be evaluated include critical facilities, water infrastructure, property, transportation and mobility, people and socioeconomics, economic factors, and natural resources.

The total project cost is approximately $150,000. The City of Boynton Beach requested grant funds for the whole project with no matching funds required from the City. The City submitted the application on September 1st, 2024.

How will this affect city programs or services?

The City of Boynton Beach is committed to the well-being and protection of its residents and finds it imperative to update the City's Vulnerability Assessment, which provides an understanding of the risk for climate threats/hazards that can negatively impact community assets and our residents. The project will maintain eligibility for future funding that will play a key role in the community's future resilience by allowing the City to commence projects aimed at reducing the long-term costs associated with flooding and other scenarios.

Account Line Item and Description: Not Applicable

Fiscal Impact:

The Resilient Florida Grant offered by the Florida Department of Environmental Protection is expected to fund $150,000 for the total project. No match is required.

Attachments:
R25-045 Agenda Item 2708-2025 Resolution for FDEP Resilient Florida Grant.docx
Exhibit A to Resolution - Attachment 1. Resilient Grant Application - FINAL.pdf
DEP Resilient Florida Program FY24-25 Planning Grant 25PLN04 - Notice of Award.pdf

RESOLUTION NO. R25-045

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, RATIFYING THE CITY'S APPLICATION FOR THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S RESILIENT FLORIDA GRANT TO UPDATE THE VULNERABILITY ASSESSMENT PROJECT IN THE AMOUNT OF $150,000, AUTHORIZING THE CITY TO ACCEPT THE GRANT, AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS ASSOCIATED WITH THE GRANT THAT DO NOT INCREASE THE CITY'S FINANCIAL OBLIGATIONS; AND FOR ALL OTHER PURPOSES.

WHEREAS, in 2022, the City of Boynton Beach completed updates to a Climate Change Vulnerability Assessment ("CCVA") conducted as part of the Coastal Resilience Partnership of Southeast Palm Beach County for eight jurisdictions. The 2022 analysis requires an update due to the changes to Section 380.093, Florida Statutes, effective July 1, 2024, regarding the sea level rise scenarios and planning horizons. This project will update the 2022 CCVA for the City of Boynton Beach to evaluate flooding using the 2022 NOAA intermediate-low and intermediate sea level rise scenarios for the 2040 and 2070 planning horizons; and

WHEREAS, the Utilities Department applied for the Florida Department of Environmental Protection's Resilient Florida Grant on September 1, 2024. The grant aims to provide funds for updating the City's Vulnerability Assessment. The project will include detailed analyses of vulnerabilities and risks associated with rainfall-induced flooding, storm surge, and tidal flooding. Asset classes to be evaluated include critical facilities, water infrastructure, property, transportation and mobility, people and socioeconomics, economic factors, and natural resources; and

WHEREAS, the total project cost is approximately $150,000. The City of Boynton Beach requested grant funds for the whole project with no matching funds required from the City; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to ratify applying for the Florida Department of Environmental Protection's Resilient Florida Grant to Update the Vulnerability Assessment Project in the amount of $150,000, authorize the City to accept the Grant and authorize the Mayor to execute all future documents associated with the Grant.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby ratify applying for the Florida Department of Environmental Protection's Resilient Florida Grant to Update the Vulnerability Assessment Project in the amount of $150,000 and authorizes the City to accept the Grant.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby ratify submission of the Grant Application in form and substance similar to that attached as Exhibit A.

SECTION 4. The City Commission of the City of Boynton Beach, Florida, does hereby accept the Grant and approve the Resilient Florida Grant Agreement between the Florida Department of Environmental Protection ("FDEP") and the City to Update the Vulnerability Assessment Project in the amount of $150,000 (the "Agreement"), in form and substance as approved by the City Attorney's office.

SECTION 5. The City Commission of the City of Boynton Beach, Florida, does hereby authorize the Mayor to execute the Grant Agreement and any other document associated with applying for and accepting the Grant that does not otherwise increase the financial obligations of the City, subject to the approval of the City Attorney's Office.

SECTION 6. This Resolution shall take effect in accordance with law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

GRANTS COPY

UTILITIES DEPARTMENT

RESILIENT FLORIDA GRANT

Update to Vulnerability Assessment Project

FUNDING REQUEST: $150,000

RCP Application

RCP Grants

Funding for Resilient Florida – Planning Projects
Resilient Florida – Planning Projects

1. Applicant and Project Information

Applicant Account
City of Boynton Beach

Applicant Grant Manager
Mirna Crompton

Applicant Authorized Signee (for this application)
Mirna Crompton

Applicant Fiscal Agent
Anthony Davidson

2. Project Information
Choose the project type you are submitting:
*Resilient Florida Grant Program Types
Update to Vulnerability Assessment for Statutory Compliance

***Project Title**
City of Boynton Beach Vulnerability Assessment Updates

Total Grant Funding Amount Requested
$150,000

Total Grant Match Amount
$0

List any municipalities directly served by the project and included in the scope of work. In the next step you will select the counties, if all municipalities are included that will be in the counties selected below, enter "all-inclusive."
List the City(ies)/ Town(s)/Village(s)
City of Boynton Beach

Area Served
Select your county.

- Palm Beach

Will the vulnerability assessment include any state managed lands such as National Estuarine Research Reserves (NERRs), State Parks or Aquatic Preserves (APs)?
No

Total Population
80,380

Percent of Population
100

3. Project Work Plan

Project Summary (75 words)
In 2022, Boynton Beach completed updates to a Climate Change Vulnerability Assessment (CCVA) conducted as part of the Coastal Resilience Partnership (CRP) of Southeast Palm Beach County for eight jurisdictions. The 2022 analysis requires update due to the changes to Section 380.093, Florida Statutes (F.S.) effective July 1, 2024 regarding the sea level rise scenarios and planning horizons.

Project Description (300 words)
The project will include detailed analyses of vulnerabilities and risks associated with rainfall-induced flooding, storm surge, and tidal flooding. Asset classes to be evaluated include critical facilities, water infrastructure, property, transportation and mobility, people and socioeconomics, economic factors, and natural resources.

The 2022 CCVA utilized the Unified Sea Level Rise Projections in Southeast Florida 2019 updates, specifically using planning horizons for 2040 and 2070. The statutory updates effective July 1, 2024 requires vulnerability assessments to use, at a minimum, the 2022 NOAA intermediate-low and intermediate sea level rise scenarios or the sea level rise projections developed by FDEP in the future.

This project will update the 2022 CCVA for the City of Boynton Beach to evaluate flooding using the 2022 NOAA intermediate-low and intermediate sea level rise scenarios for the 2040 and 2070 planning horizons.

4. Project Need and Benefit

Explain the demonstrated need, which the project addresses.
Project Need
The City of Boynton Beach, committed to the well-being and protection of its residents, finds it imperative to update its Vulnerability Assessment, which provides an understanding of the risk of climate threats/hazards that can negatively impact community assets and residents. This project will also ensure that the City of Boynton Beach will be able to secure funding for future adaptation projects. By completing these updates, the City will remain eligible for future Resilient Florida Program Implementation Grant funding. The City needs to make the vulnerability assessment statutorily compliant and up to date with the Department's requirements. Maintaining eligibility for future funding will play a key role in the community's future resilience by allowing the City to commence projects aimed to reduce the long-term costs associated with flooding and other scenarios.

Explain how the proposed project fits into one or more of the Project Types.
Project Fit
The project directly responds to recent changes to Section 380.093, F.S., regarding alterations to the required NOAA sea level rise projections and planning horizons. Therefore, this project is being conducted to ensure statutory compliance with the Department's requirements for vulnerability assessments under the Resilient Florida Program.

If the project is a Vulnerability Assessment for Peril of Flood compliance or other, please describe how the project will meet the outlined requirements for a Vulnerability Assessment under s. 380.093, F.S.
Project Vulnerability
N/A – this project is being conducted due to recent changes in the statutory requirements.

If applicable, explain how the proposed project adapts critical assets to the effects of flooding and sea level rise as defined in s. 380.093, F.S.
Project Critical Assets
The project will provide a new analysis for rainfall-induced, storm surge, and tidal flooding for all existing critical assets within the City of Boynton Beach per the updated requirements in Section 380.093, F.S. These assets were previously evaluated in the 2021 CCVA and the project will evaluate the following asset categories:
1.) Transportation assets and evacuation routes
2.) Critical infrastructure
3.) Critical community and emergency facilities
4.) Natural, cultural, and historic resources.

Discuss how the project is feasible and can be completed by the grant period deadline.
Project Feasibility
The project is feasible since the foundational structure is already available due to completion of a statutorily compliant CCVA. Since the project is updating an existing assessment with critical assets and methodology already being identified, the City will be able to complete this project by the grant period deadline.

Has the applicant entity(ies) performed a prior vulnerability assessment, separate from what is being proposed in this application?
Yes

Tasks

Input task information below.

- ***At least one task is required to submit the application.***

***Task Number**
1

Title Other
Tidal Flooding and Storm Surge Depth Analysis

***Work Performed By**

Contractor only

***Task Description**
Update the tidal, rainfall-induced, and storm surge flooding analyses in the 2022 CCVA for the City of Boynton Beach to comply with Section 380.093, F.S. The updates will include the 2022 NOAA intermediate-low and intermediate sea level rise projections for 2040 and 2070. One (1) workshop, either virtually or in person, will be held to present results of the updated analyses.

***Goal**
Re-evaluate the existing vulnerability assessment to ensure compliance with the statutory changes effective July 1, 2024.

Time To Completion (options: 1-6 months, 1 year, 2 years, 3 years)
1-6 months

Select deliverables associated with each task. If your expected deliverable is not part of the field, enter into 'Other Deliverable' field.
Deliverables

- A summary report from each workshop or meeting, including attendee feedback and outcomes, and a copy of all materials created at each workshop or meeting.
- Meeting agenda and sign-in sheets indicating location, date, and time of meeting
- Presentation(s) from the meeting
- Summary report including attendee input and meeting outcomes defining motivations, geographic context, relevant assets, and planning goals for the project
- A report summarizing the areas identified as focus areas, with justification for choosing each area

***Task Number**
2

Title Other
Updated Asset Vulnerability Analysis

***Work Performed By**
Contractor only

***Task Description**
Update existing asset vulnerability analyses in the 2022 CCVA to include new tidal flooding, storm surge depths, and elevation rasters to comply with Section 380.093, F.S. The update will include 32 analysis permutations (2 horizons x 2 scenarios x 2 threats x 4 asset categories) and include the following asset categories:

1.) Transportation assets and evacuation routes,
2.) Critical infrastructure
3.) Critical community and emergency facilities
4.) Natural, cultural, and historic resources

One workshop, either virtually or in person, will be held to present results.

*Goal
Update the existing vulnerability assessment to ensure compliance with the statutory changes effective July 1, 2024.

Time To Completion (options: 1-6 months, 1 year, 2 years, 3 years)
1 year

Select deliverables associated with each task. If your expected deliverable is not part of the field, enter into 'Other Deliverable' field.
Deliverables

- A summary report from each workshop or meeting, including attendee feedback and outcomes, and a copy of all materials created at each workshop or meeting.
- Meeting agenda and sign-in sheets indicating location, date, and time of meeting
- Presentation(s) from the meeting
- Summary report including attendee input and meeting outcomes defining motivations, geographic context, relevant assets, and planning goals for the project
- GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the county/municipality and regionally significant assets, classified as defined in s.380.093(2) 1-4, F.S.
- Tables listing each focus area with any critical assets that are contained inside the focus area
- Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study

***Task Number**
3

Task Title. options:
Final Vulnerability Assessment Report, Maps, and Tables

***Work Performed By**
Contractor only

***Task Description**
Develop a technical memorandum to include the methodology and results of the updated vulnerability assessment for the City of Boynton Beach.

*Goal
Provide the final vulnerability assessment report to demonstrate compliance with the updated statutory requirements effective July 1, 2024.

Time To Completion (options: 1-6 months, 1 year, 2 years, 3 years)
1 year

Select deliverables associated with each task. If your expected deliverable is not part of the field, enter into 'Other Deliverable' field.
Deliverables

- Final Vulnerability Assessment Report detailing the findings, including illustrations via maps and tables, based on the statutory scenarios and standards outlined in the Technical Standards Guidance
- A final list of critical and regionally significant assets that are impacted by flooding, prioritized by area or immediate need, specifying for each asset which flood scenario(s) it was impacted by

Task Budget Category

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount
1	Tidal Flooding and Storm Surge Depth Analysis	Contractual Services	$30,000	$0	$30,000
2	Updated Asset Vulnerability Analysis	Contractual Services	$90,000	$0	90,000
3	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	$30,000	$0	$30,000
		Total	**$150,000**	$0	**$150,000**

Application Task Number
1

***Expense Budget Category**
Contractual Services

***Budget Amount**
$30,000
***Match Amount**
0

Application Task Number
2

***Expense Budget Category**
Contractual Services

***Budget Amount**
$90,000
***Match Amount**
0
Application Task Number
3

***Expense Budget Category**

Contractual Services

***Budget Amount**
$30,000
***Match Amount**
0

Task Personnel Grantee

NOTE: This section is only necessary if the GRANTEE is performing work on the project as indicated previously under "Task Category." This section is NOT required if a contractor is the only budget category on the project.

Submittal

Grantee's Certification Statement

By signing this Statement page, the undersigned certifies that:

1. This application is in all respects fair and submitted in good faith without collusion or fraud;
2. If selected through this application process, the recipient will work in good faith and in partnership with the Department of Environmental Protection to manage its subcontractors in a timely and accurate manner;
3. Any funds awarded as a result of this application process will not be used as matching funds to apply for or receive other state funds without departmental review and approval;
4. The undersigned has full authority to bind the applicant.

The selection of the checkbox below acts as your signature.
Grantee's Authorized Signer's Name

*Authorized Signers Signature (for this application)
Mirna Crompton

Checking this signifies my signature.
Please see the certification statements above and ensure you have entered a value for each indicated required field or section in your application. Once all fields are complete, click the check box to agree to the certification statements and select "Submit" below.
*Certification Agreement

Total Grant Funding Amount Requested $150,000
Total Grant Match Amount 0

RESILIENT FLORIDA GRANT

Attachment 1

Multi-Jurisdictional Climate Change Vulnerability Assessment

Upload the following supporting documents:

FINAL UPDATED- Climate Change Vulnerability Assessment Report

Vulnerability Assessment Report or other local study or report (if applicable)

- Draft or signed resolution or letter of support from local governing board (if applicable)
- Subcontractor or other local or regional partnership agreements (if applicable)
- Optional: Applicant W-9
- Optional: Applicant Certificate of Insurance



RESILIENT FLORIDA GRANT

Attachment 2

City of Boynton Beach W9

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

CITY OF BOYNTON BEACH

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☑ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) C

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

100 E OCEAN AVE

Requester's name and address (optional)

6 City, state, and ZIP code

BOYNTON BEACH, FL, 33435

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

5	9	–	6	0	0	2	8	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Mara Greenberg **Date** 3/18/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

RESILIENT FLORIDA GRANT

Attachment 3

Certificate of Insurance

CERTIFICATE OF COVERAGE ISSUED ON: **01/16/2024**

COVERAGE PROVIDED BY: **PREFERRED GOVERNMENTAL INSURANCE TRUST**

PACKAGE AGREEMENT NUMBER: PX FL1 0502003 23-01 COVERAGE PERIOD: 10/01/2023 TO 10/01/2024 12:01 AM

COVERAGES: This is to certify that the agreement below has been issued to the designated member for the coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.

Mail to: Certificate Holder
Florida Department of Environmental Protection
2600 Blair Stone Road, MS#235
Tallahassee, , Fl 32399

Designated Member
City of Boynton Beach
100 E. Boynton Beach Blvd.
Boynton Beach , FL 33425

LIABILITY COVERAGE

X **Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury:**
Limit $5,000,000 $200,000 SIR Deductible

X **Employee Benefits Liability**
Limit $5,000,000 $200,000 SIR Deductible

X **Employment Practices Liability**
Limit $5,000,000 $200,000 SIR Deductible

X **Public Officials Liability**
Limit $5,000,000 $200,000 SIR Deductible

X **Law Enforcement Liability**
Limit $5,000,000 $200,000 SIR Deductible

WORKERS' COMPENSATION COVERAGE

WC AGREEMENT NUMBER:

X **Self Insured Workers' Compensation**
$500,000

X **Statutory Workers' Compensation**

X **Employers Liability**
$ 1,000,000 Each Accident
$ 1,000,000 By Disease
$ 1,000,000 Aggregate Disease

PROPERTY COVERAGE

X **Buildings & Personal Property**
Limit: Per schedule on file with Trust $25,000 Deductible
Note: See coverage agreement for wind, flood, and other deductibles.

Rented, Borrowed and Leased Equipment
Limit: $ 0 TIV See Schedule for Deductible

X **Total All other Inland Marine**
Limit: $ 3,454,852 TIV See Schedule for Deductible

CRIME COVERAGE

X **Employee Dishonesty**
Limit $50,000 $1,000 Deductible

X **Forgery or Alteration**
Limit $50,000 $1,000 Deductible

X **Theft Disappearance & Destruction**
Limit $50,000 $1,000 Deductible

X **Computer Fraud**
Limit $50,000 $1,000 Deductible

AUTOMOBILE COVERAGE

X **Automobile Liability**
Limit $2,000,000 $100,000 SIR Deductible
X All Owned
Specifically Described Autos
X Hired Autos
X Non-Owned Autos

X **Automobile Physical Damage**
X Comprehensive See Schedule for Deductible
X Collision See Schedule for Deductible
X Hired Auto with limit of $100,000

Garage Keepers
Liability Limit
Liability Deductible
Comprehensive Deductible
Collision Deductible

NOTE:Additional Covered Party status is excluded for non-governmental entities. The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of loss.

Description of Operations/ Locations/ Vehicles/Special items-(*This section completed by member's agent, who bears complete responsibility and liability for its accuracy)*:
Florida Department of Environmental Protection listed as an Additional Insured.
RE: Grant Project.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreement above.

Administrator
Public Risk Underwriters®
P.O. Box 958455
Lake Mary, FL 32795-8455

CANCELLATIONS
SHOULD ANY OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE AGREEMENT PROVISIONS.

Producer
The Gehring Group

3500 Kyoto Garden Dr ,

Palm Beach Gardens , FL 33410

AUTHORIZED REPRESENTATIVE

PGIT-CERT (1/19) *PRINT FORM* 01/16/2024

From: noreply@salesforce.com on behalf of Charles Neuhauser
To: Crompton, Mirna; Davidson, Anthony
Cc: krista.slyter@floridadep.gov; advn.register@floridadep.gov
Subject: DEP Resilient Florida Program FY24-25 Planning Grant 25PLN04 - Notice of Award
Date: Thursday, January 9, 2025 2:19:46 PM
Attachments: Resilient Florida Program Grantee Quick Reference Guide.pdf
FY24-25 Grantee Award Packet.pdf

This Message Is From an External Sender
This message came from outside your organization.

DEP Logo

FLORIDA DEPARTMENT OF
Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard, MS 230
Tallahassee, Florida 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Alexis A. Lambert
Secretary

Greetings City of Boynton Beach,

Thank you for submitting your planning grant application, RAN-01205, for funding consideration from the Department of Environmental Protection's Resilient Florida Program. We are pleased to inform you that your project, City of Boynton Beach Comprehensive Vulnerability Assessment Update, has been awarded in the amount of $150,000 from the Fiscal Year 2024-2025 Resilient Florida Program Planning Grant Awards. This funding will be provided through a cost-reimbursement grant agreement, 25PLN04. My name is Charles Neuhauser, and I will be your DEP Grant Manager.

Grantee Next Steps:

1. Acknowledge receipt and acceptance of this award by January 17, 2025. In your acknowledgement, please include the name and contact information for the individual who will be best available to assist the Program with scheduling the grant welcome meeting, compiling initial required documents, and coordinating the grant work plan development.
2. Complete and return the attached **FY24-25 Planning Grantee Award Packet** as well as all required documents by January 24, 2025.
3. Schedule a Grant Welcome Meeting by providing me with a date and time between January 21 and February 7, 2025, that you and your team members are available for a 30-minute meeting. I will verify Program availability and send a Microsoft Teams meeting calendar invite. The goal of the welcome meeting will be to review the grantee award packet, discuss the project's grant work plan, review the standard grant reporting requirements and execution process, and identify points of contact from the Program and Grantee.

Program Next Steps:

1. Draft the Attachment 3, Grant Work Plan based on your project application.

If you have additional questions, please contact me at Charles.Neuhausert@FloridaDEP.gov or 850-245-2138.

Thank you for your participation in the Resilient Florida Program. I look forward to working with you!

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/18/2025

Proposed Resolution No. R25-046- Approve the Ninth Amendment to the Interlocal Agreement between the City of Boynton Beach and the City of Delray Beach to change the title of the administrative head of the South Central Regional Wastewater Treatment and Disposal Board from Plant Manager to Director.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-046.

Explanation of Request: This amendment to the Interlocal Agreement specifies the change in title of the administrative head of the Regional Facility from Plant Manager to Director of South Central Regional Waste Water Treatment Plant. Job requirements, responsibilities, and authorities stay the same.

How will this affect city programs or services? This does not impact the City programs or services.

Account Line Item and Description: Not applicable

Fiscal Impact: There is no fiscal impact.

Attachments:
R25-046 Agenda Item 2745-2025 Resolution for South Central Regional Interlocal Amendment.docx
Exhibit A to Resolution - Ninth Amendment.pdf
Third Amendment.pdf
Fourth Amendment.pdf
Fifth Amendment.pdf
Sixth Amendment.pdf
Seventh Amendment.pdf
Eighth Amendment.pdf

RESOLUTION NO. R25-046

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE NINTH AMENDMENT TO THE INTERLOCAL AGREEMENT ESTABLISHING THE SOUTH CENTRAL REGIONAL WASTEWATER TREATMENT AND DISPOSAL BOARD BETWEEN THE CITY OF BOYNTON BEACH AND THE CITY OF DELRAY BEACH; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of Boynton Beach and the City of Delray Beach entered into an Interlocal Agreement on December 26, 1974, establishing the South Central Regional Wastewater Treatment and Disposal Board; and

WHEREAS, the parties entered into the First Amendment to the Interlocal Agreement on May 27, 1981, amending Section 10 of the Interlocal Agreement to eliminate the provisions contained therein relative to the supervision of construction by Delray and to allow the additional alternatives of the Board operating the regional facility or an independent contractor operating the regional facility on a contract basis; and

WHEREAS, the parties entered into the Second Amendment to the Interlocal Agreement on September 15, 1983, amending Sections 3(D), 5, and 6 of the Interlocal Agreement to change the title of the "Administrative Director" to "Executive Director"; and

WHEREAS, the parties entered into the Third Amendment to the Interlocal Agreement on October 19, 1995, to institute, operate, and administer a Reclaimed Water Program providing advance treatment to a portion of all of its effluent to standards allowing such Reclaimed Water to be utilized for irrigation and other beneficial purposes and authorizing the board to enter into agreements for the sale of treated Reclaimed Water to third parties upon terms and conditions determined by the Board to be in the public's best interest; and

WHEREAS, the parties entered into the Fourth Amendment to the Interlocal Agreement on February 18, 2003, amending Section 3 of Annex I of the Interlocal Agreement to more accurately bill for flow due to meter failure by changing the basis for billing of the daily average of the three preceding monthly flow to the preceding seven days flow; and

WHEREAS, the parties entered into the Fifth Amendment to the Interlocal Agreement on September 7, 2004, amending Section 3, Powers and Procedures, Subsection (B)(14) to provide

the Board be a wholesale provider of reclaimed water only to the Cities of Delray Beach and Boynton Beach as well as providing for the internal use of the reclaimed water by the Board and further amending Annex I, Allocation of Operating Costs, Subsection 6, Reclaimed Water, to provide that the Board will be authorized to enter into independent Interlocal Agreements with the Cities of Boynton Beach and Delray Beach, respectively, for providing of such wholesale reclaimed water; and

WHEREAS, the parties entered into the Sixth Amendment to the Interlocal Agreement on January 9, 2006, amending Section 3, Powers and Procedures, Subsection (B)(14) to provide the Board be a provider of reclaimed water to the Cities of Delray Beach, Boynton Beach, other entities within the respective Cities, as well as providing for the internal use of the reclaimed water by the Board and further Annex I, Allocation of Operating Costs, Subsection 6, Reclaimed Water, to provide that the Board will be authorized to enter into independent Interlocal Agreements with the Cities of Boynton Beach and Delray Beach, respectively, for the providing of such wholesale reclaimed water; and

WHEREAS, the parties entered into the Seventh Amendment to the Interlocal Agreement on November 8, 2012, amending Section 3, Powers and Procedures, by amending Subsection (A) 3. to provide that a quorum for the purpose of transacting business shall consist of not less than four (4) members comprised of not less than two (2) members of the City Commission of Boynton Beach and not less than two (2) members of the City Commission of Delray Beach; and

WHEREAS, the parties entered into the Eighth Amendment to the Interlocal Agreement on August 25, 2016, amending section 10: Operation of Regional Facility. as was amended by the First Amendment, by adding alternative “E” as another method of operation for the facility, amending Section 3(A)4. to be internally consistent with the Seventh Amendment to the Interlocal regarding actions taken through Board votes, amending Subsection 3(C)6 concerning surplus money allocation, and amending Sections 3(D), 5, and 6 of the Interlocal Agreement contain references to an “Executive Director” and reclassifying the “Executive Director” position to a “Plant Manager” in accordance with the new method of operation adopted as alternative “E” at Section 10 along with providing reference to financial policies which are required to be followed; and

WHEREAS, the parties desire to enter into the Ninth Amendment to the Interlocal

Agreement amending Subsection 3(D) to provide for consistency with the reclassified title of "Director," utilized to refer to the administrative head of the Regional Facility rather than a title of "Plant Manager," amending Section 5: Authority to hire and discharge Plant Manager. by changing the section title and text to provide for the reclassified title for the administrative head of the Regional Facility and amending the section title and initial paragraph of Section 6: Duties and authority of Plant Manager, along with Subsection 10(E) to provide for consistent reference to the reclassified title of "Director" throughout the Interlocal Agreement; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve the Ninth Amendment to the Interlocal Agreement establishing the South Central Regional Wastewater Treatment and Disposal Board between the City of Boynton Beach and the City of Delray Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the Ninth Amendment to the Interlocal Agreement establishing the South Central Regional Wastewater Treatment and Disposal Board between the City of Boynton Beach and the City of Delray Beach (the "Amendment"), in form and substance similar to that attached as Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Amendment. The Mayor is further authorized to execute any ancillary documents necessary to accomplish the purpose of this Resolution.

SECTION 4. The Mayor-executed Amendment shall be forwarded to Dr. Poonam Kalkat to obtain the execution of the Amendment by the City of Delray Beach.

SECTION 5. Upon full execution of the Amendment, the Amendment shall be filed with the Clerk of the Circuit Court of Palm Beach County, Florida, as required by section 163.01(11), Florida Statutes.

SECTION 6. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

NINTH AMENDMENT TO INTERLOCAL AGREEMENT

THIS NINTH AMENDMENT TO INTERLOCAL AGREEMENT (the "NINTH AMENDMENT") to the above-referenced Agreement, made and entered into this _____ day of _____, 2025 effective as provided herein below, by and between CITY OF BOYNTON BEACH, FLORIDA, a municipal corporation, hereafter referred to as "BOYNTON", and the CITY OF DELRY BEACH, FLORIDA, a municipal corporation, hereinafter referred to as "DELRAY", pursuant to these terms and conditions:

WITNESSETH

WHEREAS, BOYNTON and DELRAY pursuant to Section 163.01, Florida Statutes, have heretofore entered into that certain Interlocal Agreement dated the 26th day of December, 1974, establishing the South Central Regional Wastewater Treatment and Disposal Board (the "BOARD")(ORB9139/PG379), as amended by, First Amendment dated May 27th, 1981 (ORB 9139/PG399), by Second Amendment dated September 15, 1983(ORB9139/PG402), by Third Amendment dated October 19, 1995 (ORB9139/PG376), by Fourth Amendment dated February 18, 2003(ORB15101/PG0001), by Fifth Amendment dated September 7, 2004(ORB17956/PG1362), by Sixth Amendment dated January 9, 2006 (ORB20102/PG1396), by Seventh Amendment dated November 8, 2012 (ORB25710/PG1916), and by Eighth Amendment dated August 25, 2016 (ORB 28848/ Pg 400) ("Interlocal Agreement); and

WHEREAS, the BOARD desires to follow the procedure set forth at Section 4 of the Interlocal Agreement by amending Subsection 3(D) to provide for consistency with the reclassified title of, "Director", utilized to refer to the administrative head of the Regional Facility rather than a title of "Plant Manager"; and

WHEREAS, the BOARD desires to amend Section 5: Authority to hire and discharge Plant Manager. by changing the section title and text to provide for the reclassified title for the administrative head of the Regional Facility; and

WHEREAS, the BOARD desires to amend the section title and initial paragraph of Section 6: Duties and authority of Plant Manager. along with Subsection 10(E) to provide for consistent

reference to the reclassified title of "Director" throughout the Interlocal Agreement with the adoption of this NINTH AMENDMENT; and

NOW THEREFORE, be it agreed and resolved as follows:

That certain Interlocal Agreement, initially entered into on the 26th day of December 1974, by and between BOYNTON and DELRAY is hereby amended as follows:

1. Section 3 of the Interlocal Agreement at Subsection 3(D) is hereby amended to read as follows:

   (D). An independent audit shall be made of all accounts of the Board at the end of each fiscal year and more frequently if deemed necessary by the Board. Such audit shall be made by certified public accountants experienced in governmental accounting, and who shall have no person interest, direct or indirect, in the fiscal affairs of the South Central Regional Wastewater Treatment and Disposal Board, or of any members of the Board. The condense audit shall be distributed to members of the City Councils, City Managers, City Financial Officers and any member of the public requesting same. After initial approval by the Operating Committee, an annual report of the Board business shall be made available to the public by the ~~Plant Manager~~ Director in such form as will disclose pertinent facts concerning the activities and finances of the South Central Regional Wastewater Treatment and Disposal Board.

2. Section 5. of the Interlocal Agreement, along with its section heading, shall be amended to read as follows:

   Section 5: Authority to hire and discharge ~~Plant Manager~~ Director.

   The Board may hire and discharge the ~~Plant Manager~~ Director by the concurring vote of the Board, as set forth in Section 3 above, provided, however, no such action to hire or discharge such ~~Plant Manager~~ Director shall be effective unless approved also by the Operating Committee referenced at Subsection I0E.

3. Section 6. of the Interlocal Agreement, along with its section heading, shall be amended at its first paragraph to read as follows:

   Section 6: Duties and authority of ~~Plant Manager~~ Director.

   The ~~Plant Manager~~ Director shall be the administrative head of the Regional Facility. This position shall be responsible to the Board for the proper

administration of all affairs of the Board and of the Regional Facility, subject to oversight by the Operating Committee referenced at Subsection 10E. To that end, subject to the provisions of this Interlocal Agreement, the ~~Plant Manager~~ Director shall have the power and shall be required to:...

Subsections (A)-(E) shall remain the same as previously adopted.

4. Section 10 of the Interlocal Agreement is hereby amended at Subsection 10 (E) to read as follows:

E. The Board may appoint an Operating Committee consisting of one staff member from each member City along with a ~~Plant Manager~~ Director (the "Operating Committee"). The City Manager of Boynton Beach and Delray Beach shall nominate a staff member for Board approval. The Operating Committee would agree to meet weekly or bi-weekly, at their discretion, to review and approve all financial and human resources decisions with Board Policies, review and provide input on operation and maintenance activities, and provide input on capital improvements at the regional facility. The daily operations and project management as set forth in Section 6 hereinabove would be the responsibility of the ~~Plant Manager~~ Director which responsibilities may include, but not be limited to, the following: daily plant operations; capital project implementation; oversight of Board staff; recommendations on purchases and payments to Operating Committee; and responsibility for regulatory compliance. Additional responsibilities may be delineated by the Board as recommended by the Operating Committee for this position.

5. This NINTH AMENDMENT shall become effective upon ratification by a majority vote of each City Council.

6. This NINTH AMENDMENT shall be filed with the Office of the Clerk and Comptroller of Palm Beach County, Florida.

7. The Interlocal Agreement as heretofore amended shall remain in full force and effect, altered herein only to the extent of this NINTH AMENDMENT.

RESOLVED this 27 day of January, 2025, by a ____ vote.

Juli Casale

ATTEST: Olga Insabella

Chairperson Juli Casale

Olga Insabella, Executive Assistant

The undersigned Cities of Delray Beach and Boynton Beach do hereby ratify and agree to the action Taken by the South Central Regional Wastewater Treatment and Disposal Board to amend the Interlocal Agreement in accordance with foregoing NINTH AMENDMENT to Interlocal Agreement.

ATTEST:

_____

City Clerk

Approved as to Form

_____

City Attorney

CITY OF DELRAY BEACH, FLORIDA

_____

Mayor Tom Carney

Date: _____,2025

ATTEST:

_____

City Clerk

Approved as to Form

_____

City Attorney

CITY OF BOYNTON BEACH, FLORIDA

_____

Mayor Ty Penserga

Date: _____,2025

FEB-27-1996 2:49PM 96-064884
ORB 9139 Pg 376

THIRD AMENDMENT TO INTERLOCAL AGREEMENT

THIS THIRD AMENDMENT TO INTERLOCAL AGREEMENT is made and entered into this 19th day of October, 1995, by and between the **CITY OF BOYNTON BEACH, FLORIDA**, a municipal corporation, hereinafter referred to as "**BOYNTON**," and the **CITY OF DELRAY BEACH, FLORIDA**, a municipal corporation, hereinafter referred to as "**DELRAY**."

W I T N E S S E T H:

WHEREAS, BOYNTON and DELRAY pursuant to Section 163.01, Florida Statutes, have heretofore entered into that certain Interlocal Agreement dated the 26th day of December, 1974, establishing the South Central Regional Wastewater Treatment and Disposal Board (the "BOARD"), as amended by First Amendment dated May 27, 1981 and by that certain Second Amendment thereto dated September 15, 1983, a copy of which such Interlocal Agreement and above referenced Amendments thereto are attached hereto as composite Exhibit "A"; and

WHEREAS, the BOARD has determined in accordance with the Florida Department of Environmental Protection Regulations that it is in the public's interest to institute, operate and administer a Reclaimed Water Program providing advance treatment to a portion or all of its effluent to standards allowing such Reclaimed Water to be utilized for irrigation and other beneficial purposes; and

WHEREAS, in order to institute, administer and operate such a Reclaimed Water Program, BOYNTON and DELRAY have determined that it is appropriate that the BOARD be authorized to enter into agreements for the sale of treated Reclaimed Water to third parties upon terms and conditions determined by the BOARD to be in the public's best interest.

NOW, THEREFORE, be it resolved as follows:

That certain Interlocal Agreement entered into on the 26th day of December, 1974 by and between the City of Boynton Beach, Florida, and the City of Delray Beach, Florida, as amended, is further amended as follows:

1. Section 3, Powers and Procedures, Subsection

Return to: Robert W. Federspiel
501 E. Atlantic Avenue
Delray Beach, FL 33483

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(B) is hereby amended to add a Subsection 14 which shall read as follows:

"14. Enter into contracts for the sale and disposal of Reclaimed Water for irrigation and other beneficial uses to third parties."

2. Annex I, Allocation of Operating Costs, of the Interlocal Agreement is hereby amended to add a Paragraph 6 entitled Reclaimed Water as follows:

"6. Reclaimed Water: It is agreed that the disposal of effluent in a cost effective and environmentally responsible manner is appropriate and necessary to the operation of the Regional Facility and in that regard, the BOARD shall be authorized to enter into contracts with third parties for the sale and disposal of all or a portion of effluent produced and treated by the Regional Facility to standards required by the Florida Department of Environmental Protection for the utilization of such Reclaimed Water for irrigation and other beneficial uses. The revenues received from the sale of such Reclaimed Water by the BOARD shall be applied to the operating budget of the BOARD."

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3. This Amendment shall become effective upon ratification by a majority vote of each City Council.

4. This Amendment shall be filed with the Clerk of the Circuit Court of the Fifteenth Judicial Circuit in West Palm Beach, Florida.

5. The Interlocal Agreement as heretofore amended shall remain in full force and effect altered only to the extent of this Amendment.

RESOLVED this 19th day of October, 1995 by a 6-0 vote.

Chairman
Matthew Bradley

ATTEST:

Secretary
Lynne S. Matson

Approved as to form:

By: _____
Board Attorney
Robert W. Federspiel

The undersigned Cities of Delray Beach and Boynton Beach hereby ratify the action taken by the South Central Regional Wastewater Treatment and Disposal Board in accordance with the foregoing Amendment to Interlocal Agreement.

WITNESSES:

Sharon Morgan
Sharon Morgan

Celeste McDonough
As to City of Delray Beach
Celeste McDonough

(SEAL)

CITY OF DELRAY BEACH

By: Thomas Lynch
Mayor

Attest: Barbara Garito
Deputy City Clerk
Barbara Garito

Approved as to form:

David T. Harden
City Manager
David T. Harden

ASSTAT City Attorney
David N. Tolces

WITNESSES:

MARY ANNE SARKA
MARY ANNE SARKA

Janet M. Prainito
As to City of Boynton Beach
Janet M. Prainito

(SEAL)

CITY OF BOYNTON BEACH

By: Gerald Taylor
Mayor
Gerald Taylor

Attest: Suzanne M. Kruse
City Clerk
Suzanne M. Kruse

Approved as to form:

Carrie Parker
City Manager
Carrie Parker

City Attorney
James Cherof

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Robert M. Tescopol
511 E Atlantic Ave
Delray Beach FL 33483

ORB 9139 Pg 379

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT, made and entered into this 26th day of December, A.D., 1974, by and between the City of Boynton Beach, Florida, a municipal corporation (hereinafter called "Boynton"), and City of Delray Beach, Florida, a municipal corporation (hereinafter called "Delray").

W I T N E S S E T H:

WHEREAS, Boynton and Delray are authorized by Section 163.01, Florida Statutes, to enter into interlocal agreements to cooperatively utilize the most efficient use of their powers on a basis of mutual advantage and to provide services and facilities in accord best with geographic, economic, population and other factors influencing the needs and development of the local community; and

WHEREAS, a public agency of this State is authorized to exercise jointly with any other public agency of the State or the United States authority which such agencies share in common and which each might exercise separately; and

WHEREAS, in order to provide for the public health, welfare and safety of the citizens of Boynton and Delray and others in the Region, a regional approach is necessary to the furnishing of regional wastewater treatment and disposal without regard to political or governmental boundaries; and

WHEREAS, Boynton and Delray presently own, operate and maintain their own wastewater collection and transmission systems and, whereas, both Boynton and Delray will continue to own, operate, maintain and expand said systems to deliver wastewater to the South Central Regional Wastewater Treatment And Disposal Facility (hereinafter called "Regional Facility"); and

WHEREAS, it is in the best interest of the citizens of Boynton and Delray that a single entity make all the policies necessary

EXHIBIT "A"

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in connection with the providing and the furnishing of regional wastewater treatment and disposal service in the South Central Region of Palm Beach County as presently established by the regulatory agencies; and

WHEREAS, since such an entity will have broad powers and responsibilities, it should be composed of five members of the City Council of each City.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow to each other, the City of Boynton Beach and the City of Delray Beach and to the citizens residing in both Boynton and Delray, and in consideration of the mutual covenants, promises and agreements herein contained, Boynton and Delray hereby agree with each other as follows:

Section 1: Purpose of Agreement.

The purpose of this Interlocal Agreement is to create and by these presents does hereby create a legal entity composed of five members of the City Council of each of the two cities (Boynton and Delray) to be known as the South Central Regional Wastewater Treatment and Disposal Board (hereinafter called "Board"). The Board is charged with the responsibility of providing wastewater treatment and disposal services to the South Central Region depicted on the map dated December, 1974 which is attached hereto as Exhibit A and made a part hereof, which map also delineates the service areas of Delray and Boynton. Such Board shall make all policies for the administration, operation, maintenance, enlargement, development, replacement, and repair of the Regional Facility for the furnishing of wastewater treatment and disposal services to the said South Central Region. To accomplish the purposes expressed in this Section 1, Boynton and Delray respectively and mutually agree with each other to comply with and abide by all policies as shall be set and determined by such Board and approved by the majority vote of the separate City Councils of Delray and Boynton, subject at all times, however, to the contractual rights of the holders of the revenue obligations of the separate Cities. It is not the purpose of this Agreement to transfer ownership of any existing facilities. Nothing in this Agreement, however, shall ever be construed to authorize the Board,

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Boynton or Delray to affect adversely or impair the contractual rights created and vested by reason of the issuance at any time of bonds by Boynton or Delray.

Section 2: Duration.

The Board shall continue in existence until it is replaced by (a) a satisfactory legal entity or contractual arrangement approved by a majority vote of each of the City Councils or (b) by governmental restructuring or reorganization when ratified by the qualified electors of the South Central Region, which must include a majority ratification by electors of Boynton and a majority ratification by electors of Delray.

Section 3: Powers and Procedures.

(A) Procedures.

1. The Board shall meet immediately and select a Chairman and thereafter such additional officers and agents as the Board shall from time to time determine and who shall continue to hold such positions until their successors are duly selected and installed.

2. The Board shall meet at least quarter-annually or more often when necessary upon call of the Chairman or upon request of not less than four (4) members of the Board to transact the business of the Board.

3. A quorum for the purpose of transacting business shall consist of not less than six (6) members comprised of not less than three (3) members of the City Council of Boynton Beach and not less than three (3) members of the City Council of Delray Beach.

4. The concurring vote of seventy percent (70%) of the members present, including the concurring vote of at least two (2) members of each Council shall be necessary to decide any question.

5. The Board shall adopt by-laws, rules and regulations to govern its actions and procedures.

(B) The following powers are exercisable by the Board:

1. The power and authority to accept funds appropriated to it by any governmental body or from whatever source, and it may

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apply for and receive grants and donations of all kinds.

2. May expend all or any part of such funds for any lawful purpose or purposes consistent with the general purposes of this Interlocal Agreement.

3. Shall have the authority, independently or by or with the assistance of either of the participating parties hereto, to enforce all rules, regulations and policies adopted under the authority of this Interlocal Agreement, and may resort to any available legal process for this purpose.

4. Shall be authorized to defend or prosecute all lawsuits and claims in which the Board is a proper party and to collect and pay such expenses and to settle claims related thereto, and to employ the services of attorneys, accountants and other professional advisers for the prosecution or defense of such lawsuits and claims.

5. Have such additional powers as are by resolution or agreement lawfully delegated to it by the City Council of each City.

6. Enter into contracts for budgeted items.

7. Shall provide for appropriate depositories into which all funds shall be deposited.

8. Establish a procedure for disbursement of funds from the appropriate depositories.

9. Establish fidelity bonds for those receiving and disbursing funds.

10. Make authorized purchases in the Board's name.

11. Transact all business and take title to all personal property in its own name.

12. Acquire ownership, custody, operation, maintenance, lease or sale of personal property.

13. Shall purchase all necessary insurance coverage to fully protect the facilities, including but not limited to fire, casualties, liability, workmen's compensation, surety, bonding.

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(C) The following powers are exercisable by the Board subject to approval by a majority vote of each City Council before becoming effective.

1. Shall create employee positions.

2. Shall at least annually consider the Regional Facilit with respect to the policies, rates, charges, maintenance, extension expansions, construction, financing and management and take such action thereon as is deemed necessary.

3. Shall annually adopt a budget in accordance with procedures established by the Board.

4. Enter into contracts for non-budgeted items.

5. Acquire ownership, custody, operation, maintenance, lease or sale of real property.

6. Return any surplus money accumulated to the Cities in their proportion of ownership of the facilities.

(D) An independent audit shall be made of all accounts of the Board at the end of each fiscal year and more frequently if deemed necessary by the Board. Such audit shall be made by certifie public accountants experienced in governmental accounting, and who shall have no personal interest, direct or indirect, in the fiscal affairs of the South Central Regional Wastewater Treatment and Disposal Board, or of any members of the Board. The condensed audit shall be distributed to members of the City Councils, City Managers, City Financial Officers and any member of the public requesting same. An annual report of the Board business shall be made available to the public by the Chief Executive Officer in such form as will disclose pertinent facts concerning the activities and finances of the South Central Regional Wastewater Treatment and Disposal Board.

Section 4: Procedure for amending Interlocal Agreement.

A proposed amendment to this Interlocal Agreement may be initiated by any Board member in writing to the Board at least seven (7) days prior to a vote thereon, and such proposed amendment must be approved by the concurring vote of the Board as set forth

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in Section 3 above; provided, however, that no proposed amendment shall become effective unless approved by a majority vote of each City Council acting independently.

Section 5: Authority to hire and discharge Chief Executive Officer.

The Board may hire and discharge a Chief Executive Officer by the concurring vote of the Board, as set forth in Section 3 above provided, however, no such action to hire or discharge such Chief Executive Officer shall be effective unless approved by a majority vote of both City Councils acting independently of the Board.

Section 6: Duties and authority of Chief Executive Officer.

The Chief Executive Officer shall be the administrative head of the Regional Facility. He shall be responsible to the Board for the proper administration of all affairs of the Board and of the Regional Facility, and to that end, subject to the provisions of this Interlocal Agreement, the Chief Executive Officer shall have the power and shall be required to:

(A) appoint employees. Appoint and when necessary for the good of the Regional Facility remove all officers and employees of the Regional Facility except as otherwise provided by this Interlocal Agreement and except as he may authorize the head of a department or office to appoint and remove subordinates in such department or office.

(B) budget. Prepare the budget annually and submit it to the Board and be responsible for its administration after adoption.

(C) financial report. Prepare and submit to the Board as of the end of the fiscal year a complete report on the finances and administrative activities of the Regional Facility for the preceding year.

(D) financial condition. Keep the Board advised of the financial condition and future needs of the Regional Facility and make such recommendations as may seem to him desirable.

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12/19/74

ORB 9139 Pg 385

(E) other duties. Perform such other duties as may be prescribed by this Interlocal Agreement or required of him by the Board not inconsistent with this Interlocal Agreement.

Section 7: Ownership.

Ownership of the regional wastewater treatment and disposal facilities shall be vested proportionately with Delray and Boynton in accordance with the capital investments of each City as made from time to time. Facilities may be constructed on land owned by the Board and/or leased from either City. Land and/or facilities owned by either City may be leased, purchased or otherwise acquired by the Board. Land for the treatment facility may be acquired by the Board and financed in the same manner as the improvements. Each City may meet its required capital contribution by contributing cash, land, capital assets, or any combination thereof, provided, however, that any such contribution other than cash shall be first approved by the Board and by the majority of each City Council. Each City will pay the debt service on its own bonds.

Section 8: Services and cost allocation.

It is agreed that the initial project for a 12-million gallon per day (MGD) facility to be constructed under the terms of this Interlocal Agreement will be that project more fully described in the EPA application FY75 No. C-12-0406010, and signed by appropriate officers of each City. It is further agreed that the services of the Regional Facility shall be available only to the wastewater received through the transmission lines of Delray and Boynton. Both Boynton and Delray agree to an allocation in the initial 12 MGD project of 6 MGD average daily flow for each City. The capital cost allocation for each City will, therefore, be 50% of the total for the same initial project. The capital cost of any expansion of capacity of the Regional Facility shall be apportioned to each City in proportion to the allocation to each City of such added capacity.

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12/19/74

Section 9: Written Agreements.

The Cities may enter into written agreements from time to time temporarily assigning unused portions of the allocation of capacity from one City to the other City. Such agreements shall be administered by the Board. Charges to the user under such agreements shall be 150% of the monthly billing rate per MGD. Of the said 150%, one-third shall be credited to the billing of the releasing City, and the remaining two-thirds shall be retained by the Board.

Section 10: Supervision and operation.

In view of the fact that initial installation of regional wastewater treatment disposal facilities will be within the city limits of Delray, the Board will contract with Delray on a non-profit basis to supervise the construction of and to operate the Regional Facility, provided, however, that such contracts shall be approved by the majority vote of each City Council and provided, further, that such contracts shall be subject to the contractual rights created and vested by reason of the issuance of bonds by Boynton or Delray for the construction of said Regional Facility.

Section 11: Renewal and replacement requirements.

Renewal and replacement requirements of the Regional Facility shall be considered by each City in the establishment of their respective rate structures.

Section 12: Expansion.

At any time the plant has reached 75% of the overall design capacity of the last expansion increment, the Board shall commence final financing and engineering plans for the proper expansion of the project. This planning must be completed by the Board and submitted to the City Councils of Delray and Boynton for approval by the time the plant has reached 85% of the overall design capacity of the last expansion increment.

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12/19/74

ORB 9139 Pg 387

Section 13: Financial support.

Within ten (10) days after this Interlocal Agreement becomeseffective as provided in Section 14 hereof, Delray and Boynton shall each pay to the Board the sum of $25,000.00 from their respective public funds to provide financial support to defray a portion of the costs of fulfilling the purposes set forth in this Interlocal Agreement.

Section 14: Approval, filing and effective date.

This Interlocal Agreement shall be immediately submitted to the Department of Legal Affairs of the State of Florida for approval as required by the provisions of Section 163.01(11), Florida Statutes. A copy of this Interlocal Agreement and all subsequent amendments thereto shall be filed with the Clerk of the Circuit Court of Palm Beach County and with the Department of Community Affairs of the State of Florida. This Interlocal Agreement shall take effect immediately upon its approval by the Department of Legal Affairs and its being filed as provided in Section 163.01(11, 12), Florida Statutes.

IN WITNESS WHEREOF, the City of Boynton Beach and the City of Delray Beach have entered into this Interlocal Agreement and have caused it to be executed by their duly authorized officers.

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CITY OF DELRAY BEACH
A Municipal Corporation

By James H. Scherffius
Mayor

Attest:
Elizabeth Arnau
City Clerk

Approved as to correctness and form:
City Manager

City Attorney

CITY OF BOYNTON BEACH
A Municipal Corporation

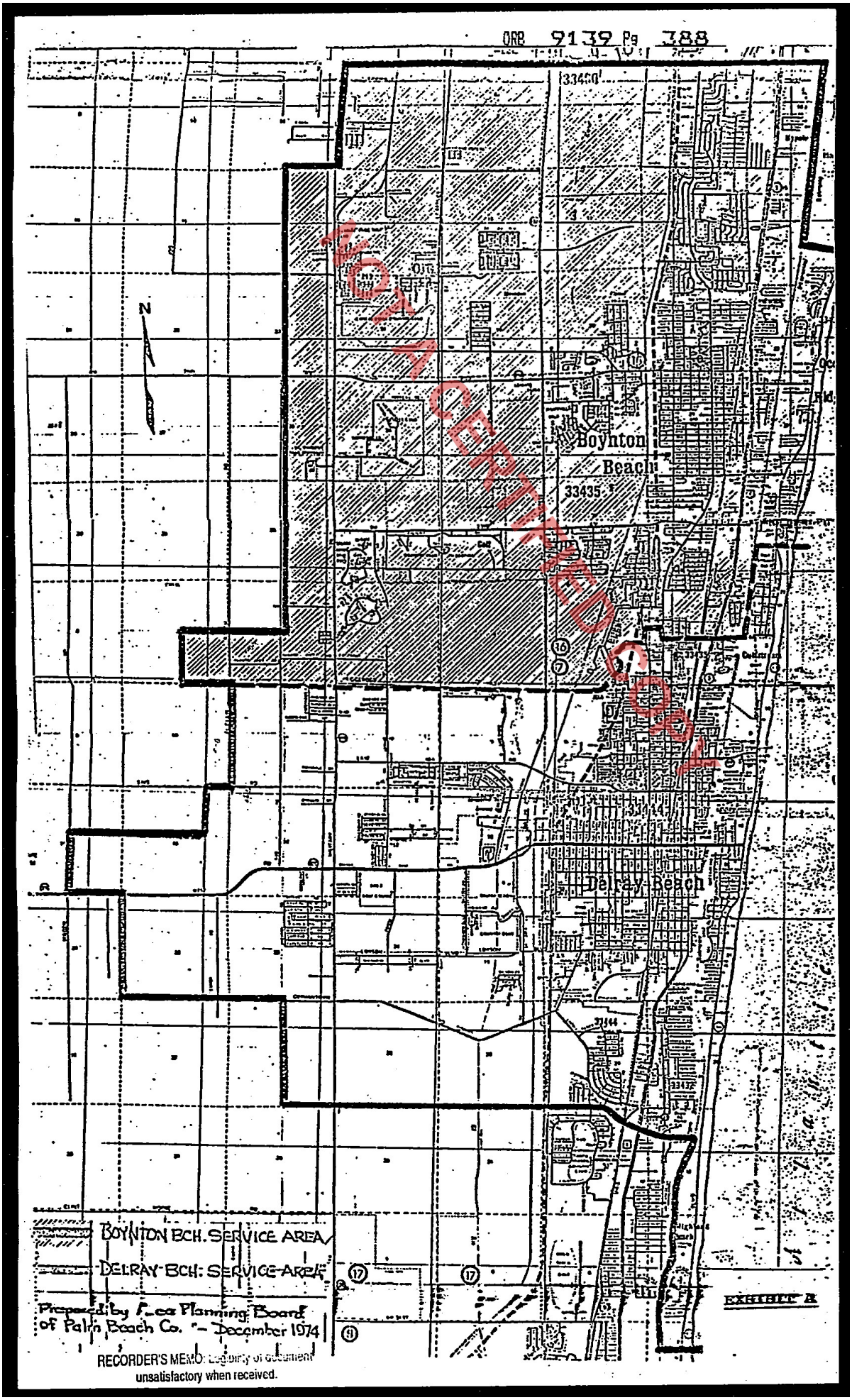
By J. E. McLaughlin
Mayor

Attest:
Callie Burton, Deputy
City Clerk

Approved as to correctness and form:
Frank Kohl
City Manager

City Attorney

-9-



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12/19/74

ORB 9139 Pg 389

ALLOCATION OF OPERATING COSTS

ANNEX I

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to the Interlocal Agreement between the City of Delray Beach, Florida ("Delray"), and the City of Boynton Beach, Florida ("Boynton") (hereinafter sometimes referred to collectively as the "City" or the "Cities"), dated the 26th day of December, 1974. This Annex will establish and provide the basis of operation, supervision, management, maintenance, repair and replacement cost determination and billing therefor of the Regional Plant.

1. Proration of Operation Costs:

Boynton and Delray have agreed to pay to the Board a proportiona part of the Board's "operating costs" as used herein and in the Interlocal Agreement to which this is attached which are defined as the total cost of all operation, supervision, management, maintenance, repair, renewal and replacement expenses and all other operating expenses. The portion of the operation costs paid by each City shall be based on the ratio that each City's flow bears to the total flows. Said costs shall be billed on a monthly basis and shall be payable by each City to the Board within ten (10) days after receipt of the invoice for same.

2. Metering Stations:

It is agreed that the Cities will from time to time, at their expense, acquire, install and construct metering facilities of a type, quality and at locations approved by the Board and acquired by the Cities at their expense, for the purpose of providing dependable recorded measurements of flows of wastewater discharging from the Cities into the Regional Facility. Said facilities shall be operated, supervised, managed, maintained, repaired and replaced by the Board as a cost to the Regional Facility. Until said metering facilities have been so acquired, installed or constructed, the Cities

shall not discharge any wastewater into the Regional Facility.

3. Failure of Meters:

In the event of a meter failure which prevents the recording of continuous flow data for any period of time for billing purposes, that period of time will be billed on the basis of the daily average of the three preceding monthly flows.

4. Sludge:

It is agreed that the prompt removal of sludge is necessary to the efficient operation of the Regional Facility, and no charge shall be made to either of the parties hereto for the sludge removed by such party and any sludge so removed shall be treated as the property of that party. The sludge shall be available to the Cities on an equal basis.

5. Claims Against the City:

In defending or prosecuting any claims of any nature whatsoever, lawsuits, actions, causes of action, workmen's compensation, or any other matters pertaining to the operations of the Regional Facility and the activities of the Board, including legal fees and expenses, fees for professional services, or any other related expenses, shall be included as a part of the operating costs of the Regional Facility.

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CITY OF DELRAY BEACH
A Municipal Corporation

By _____
Mayor

Attest:

_____
City Clerk

Approved as to correctness and form:

_____
City Manager

_____
City Attorney

CITY OF BOYNTON BEACH
A Municipal Corporation

By _____
Mayor

Attest:

_____
City Clerk

Approved as to correctness and form:

_____
City Manager

_____
City Attorney

ORB 9139 Pg 391

STANDARDS OF ACCEPTABILITY
FOR WASTEWATER DISCHARGED INTO THE
REGIONAL FACILITY

ANNEX II

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to the Interlocal Agreement between the City of Delray Beach, Florida ("Delray"), and the City of Boynton Beach, Florida ("Boynton"), (hereinafter sometimes referred to collectively as the "City" or the "Cities"), dated the 26th day of December, 1974.

1. Definitions

Unless the context specifically indicates otherwise, the meaning of terms used in these regulations shall be as follows:

"Sewage Works" shall mean all facilities for collecting, pumping, treating, and disposing of sewage.

"Sewage" shall mean a combination of the water-carried waste from residences, business buildings, institutions, and industrial establishments, together with such ground, surface and storm waters as may be present but unintentionally admitted.

"Sewer" shall mean a pipe or conduit for carrying sewage.

"Public Sewer" shall mean a sewer in which all owners of abutting properties have equal rights, and is controlled by public authority.

"Sanitary Sewer" shall mean a sewer which carries sewage and to which storm, surface and ground waters are excluded.

"Storm Sewer" or "Storm Drain" shall mean a sewer which carries storm and surface waters and drainage, but excludes sewage and polluted industrial wastes.

"Water Pollution Control Plant" shall mean any arrangement of devices and structures used for treatment of sewage.

"Industrial Wastes" shall mean the liquid wastes from industrial processes as distinct from sanitary sewage.

"B.O.D." (denoting Biochemical Oxygen Demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degrees

expressed in parts per million by weight.

"PH" shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

"Suspended Solids" shall mean solids that either float on the surface of, or are in suspension in water, sewage, or other liquids, and which are removable by laboratory filtering.

"Natural Outlet" shall mean any outlet into a watercourse, pond, ditch, lake, or other body of surface or ground water.

"Watercourse" shall mean a channel in which a flow of water occurs, either continuously or intermittently.

"Person" shall mean any individual, firm, company, association, society, corporation, or group.

"Shall" is mandatory; "May" is permissive.

"City" shall mean either City of Boynton Beach or City of Delray Beach, as applicable.

"Constituents" shall mean the combination of particles or conditions which exist in the Industrial Wastes.

"Flammable" shall be defined by existing fire regulations.

2. Use of Public Sewers

A. Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described waters or wastes to Board's Regional Facility.

1. Any liquid or vapor having a temperature higher than 150 degrees Fahrenheit.

2. Any water or waste which may contain more than 100 parts per million, by weight, of fat, oil, or grease, or any water or wastes containing oils, greases, or other substances that will solidify or become viscous at temperatures between 32 degrees to 150 degrees Fahrenheit.

3. Any gasoline, benzen-, naptha, fuel oil, motor oil, mineral spirits, commercial solvent or other

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flammable or explosive liquid, solid, or gas.

4. Any water or wastes that contain more than 10.0 parts per million by weight of the following gases: hydrogen sulphide, sulphur dioxide, or nitrous oxide.

5. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, offal, plastics, wood, paunch manure, hair and fleshings, entrails, lime residues, beer or distillery slops, chemical residues, paint or ink residues, cannery waste bulk solids, or any other solid or viscous substance capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works.

6. Any waters or wastes having a pH lower than 5.5 or higher than 9.5 at any time, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.

7. Any waters or wastes containing toxic, poisonous, or radioactive substances in concentrations such as to constitute a hazard to humans or animals or to interfere with any sewage treatment process, or create any hazard in the receiving waters of the sewage treatment plant.

The limits fixed herein may be used as a guide in design and plant control, but may be altered by the Board in the event of a cummulative overload on the sewage treatment plant.

Fixed Upper Limits for Constituents (Parts per Million by weight)

1.	Cadmium	0.1
2.	Chromium	0.5
3.	Copper	3.0

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4.	Cyanide	0.0
5.	Nickel	0.0
6.	Silver	0.5
7.	Tin	0.0
8.	Zinc	3.0
9.	Phenol	0.5
10.	Lead	0.5
11.	Mercury	0.0
12.	Arsenic	0.01
13.	Flouride	1.3
14.	Selenium	0.1
15.	Barium	1.0
16.	Strontium	0.0
17.	Chloride	500
18.	H_2S	10.0

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8. Any waters containing suspended solids of such character and quantity that unusual provision, attention or expense is required to handle such materials at the sewage treatment plant.

9. Any noxious or malodorous gas or substance, capable of creating a public nuisance or hazard to life or preventing entry into sewers for their maintenance, inspection and repair.

10. Any waters containing quantities of radium, naturally occurring, or artificially produced radio-isotopes in excess of presently existing or subsequently accepted limits for drinking water as established by the National Committee on Radiation.

11. Any concentrated dye wastes, spent tanning solutions, or other wastes which are highly colored, or wastes which are of unusual volume, concentration of solids or composition that may create obstruction

to the flow in sewers, or other interference with the proper operation and treated effluent of the sewage works.

B. The admission into the public sewers of any waters or wastes having a five-day Biochemical Oxygen Demand in excess of 500 parts per million by weight on a 24 hour composite basis, or for any sample period having a five-day BOD in excess of five times the average influent value for the affected sewage treatment plant during the previous calendar year, will be subject to review by the Board. Where necessary in the opinion of the Board, the Contributor shall provide and operate at his own expense, such pretreatment as may be required to reduce the Biochemical Oxygen Demand to meet the above requirements.

C. The admission into the public sewers of any waters or wastes having a suspended solids content in excess of 500 parts per million by weight on a 24-hour composite basis or having a suspended solids content for any sample period greater than five times the average influent value recorded at the affected sewage treatment plant during the previous calendar year, will be subject to review by the Board. Where necessary in the opinion of the Board, pretreatment may be required as in B above.

D. The admission into the public sewers of any waters or wastes in volume, or with constituents, such that existing dilution conditions in the sewers or at the treatment plant would be affected to the detriment of the regional treatment plant, shall be subject to review and approval of the Director of Utilities of each City. Where necessary in the opinion of the Board, pretreatment or equalizing units may be required to bring constituents or volume of flow within prescribed acceptable levels and to hold or equalize flows such that no pea flow conditions may hamper operation of any unit of the sewer system. Said equalization or holding unit shall have a

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capacity suitable to serve its intended purpose, and be equipped with acceptable outlet control facilities to provide flexibility in operation and accommodate changing conditions in the waste flow.

E. Where preliminary treatment facilities are provided for any waters or waste, they shall be maintained continuously in satisfactory and effective operation by the owner/and/or user at his expense.

F. Waste discharges to the regional plant by either city shall be limited as to chlorides as follows: initially 1500 ppm for five years after the date of connection of the City's system to the regional plant or until advanced waste treatment is added to the regional plant, whichever is sooner; thereafter, 600 ppm for five years. In the event that the chlorides exceed the above standards for any 30 day period, the monthly operating charge to either City as provided for in the Agreement shall be multiplied by the ratio of the actual chloride concentration to the standard and the rate produced will be monthly charge billed to the applicable cities. No credit will be given for chlorides falling below the standards.

G. All measurements, test and analyses of the characteristics of waters and wastes to which reference is made in this Annex II shall be determined in accordance with "Standard Methods for the Examination of Water and Sewage," and shall be determined upon suitable samples from the nearest downstream manhole in the public sewer to the point at which the building sewer is connected.

H. Any approval by the Board of a type, kind, or capacity of an installation shall not relieve a person of the responsibility of revamping, enlarging or otherwise modifying such installation to accomplish an intended purpose. Nor shall any fixed or verbal agreement as to limits of constituents or volumes of

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waters or wastes be considered as final approval for continuing operation. These limits will be subject to constant study and change as considered necessary to serve their intended purpose.

I. In the event of an accidental spill or unavoidable loss to the drains of any deleterious material, the industry concerned shall promptly notify the Board of the nature of the spill, the quantity and time of occurrence.

J. No statement contained in these rules and regulations shall be construed as preventing any special agreement between the City and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the Board for treatment, subject to payment therefor by the industrial concern.

K. No storm water, yard drains, roof drains, air conditioners, or street catch-basins shall be emptied by either City into the Regional Facility and no waste from any industrial or commercial plant may be discharged by either party into any sewer unless said waste shall first have been treated as prescribed herein.

3. Overloading, Endangering or Impairing Efficient Operations

It is understood that both Cities will enforce the Standards of Acceptability set forth herein. It is further agreed that no provision of this agreement or any other previous agreement shall be construed in such a manner as to allow either City, either for itself or for the use and benefit of any person or entity to construct and connect any sewer or sewers which will overload, endanger or impair the efficient operation of the Regional Facility.

IN WITNESS WHEREOF, the City of Boynton Beach and the City of Delray Beach have entered into this Annex II to Interlocal Agreem

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and have caused it to be executed by their duly authorized officers.

CITY OF DELRAY BEACH
A Municipal Corporation

By James H. Scherffius
Mayor

Attest:

Elizabeth Arsenis
City Clerk

Approved as to correctness and form:

City Manager

City Attorney

CITY OF BOYNTON BEACH
A Municipal Corporation

By J. Ed. L. DeLong
Mayor

Attest:

Callie Clayton, Deputy
City Clerk

Approved as to correctness and form:

Frank Kohl
City Manager

City Attorney

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ORB 9139 Ps 399

RESOLUTION NO. 8-81

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

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THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT, made and entered into this 27th day of May, 1981, by and between the City of Boynton Beach, Florida, a municipal corporation (hereinafter referred to as "Boynton"), and the City of Delray Beach, Florida, a municipal corporation (hereinafter referred to as "Delray").

W I T N E S S E T H :

WHEREAS, Boynton and Delray, pursuant to Section 163.01, Florida Statutes, have entered into that certain Interlocal Agreement dated the 26th day of December, 1974, establishing the South Central Regional Wastewater Treatment and Disposal Board, a copy of which such Interlocal Agreement is attached hereto as Exhibit "A"; and

WHEREAS, Section 10 of said Interlocal Agreement contains provisions relative to the supervision of construction and the operation of the regional facility; and

WHEREAS, the Board is desirous of amending said Seciton 10 of the Interlocal Agreement to eliminate the provisions contained therein relative to the supervision of construction by Delray and to allow the additional alternatives of the Board operating the regional facility or an independent contractor operating the regional facility on a contract basis.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That certain Interlocal Agreement entered into on the 26th day of December, 1974, by and between the City of Boynton Beach, Florida, and the City of Delray Beach, Florida, is amended as follows:

Section 10 of the above described Interlocal Agreement is hereby deleted and the following is substituted therefor:

"Section 10: Operation of Regional Facility.

The regional facility may be operated, at the election of the Board, pursuant to any one of the following alternatives:

A. The Board may operate the regional facility utilizing its own employees,

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B. The Board may contract with an independent third party contractor on a contract basis for the operation of the regional facility,

C. The Board may contract with Delray on a non-profit basis to operate the regional facility.

D. The Board may contract with Boynton on a non-profit basis to operate the regional facility.

Provided, however, that any method of operation as hereinabove provided shall be subject to the contractual rights created and vested by reason of the issuance of bonds by Boynton or Delray for the construction of said regional facility, and provided further that such contracts shall be approved by the majority vote of each City Council."

2. This amendment shall become effective upon the ratification by a majority vote of each City Council.

3. This amendment shall be filed with the Clerk of Circuit Court of the Fifteenth Judicial Circuit in West Palm Beach, Florida.

4. The Interlocal Agreement as heretofore amended shall remain in full force and effect, altered only to the extent of this Amendment.

RESOLVED this 27th day of May, 1981, by a 8-0 vote.

Edward H. Armstrong
Chairman

ATTEST:

Patricia L. Woodley
Secretary

The undersigned Cities of Delray Beach and Boynton Beach hereby ratify the action taken by the South Central Regional Wastewater Treatment and Disposal Board in accordance with the foregoing First Amendment to Interlocal Agreement.

Witnesses

Susan H. Morrison

Delores Eggo
As to City of Delray Beach

CITY OF DELRAY BEACH

By: [illegible]
Mayor

Attest: Elizabeth Lenahan
City Clerk

Approved as to form:

[illegible]
City Manager

[illegible]
City Attorney

(SEAL)

Betty S. Brooks

Patricia Ramseyer
As to City of Boynton Beach

CITY OF BOYNTON BEACH

By: Edward H. Armstrong
Mayor

Attest: Teresa Padgett
City Clerk

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ORB 9139 Pg 401

Approved as to form:

City Manager

City Attorney

(SEAL)

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Springer
501 E. Atlantic Ave
Delray Beach, FL 33483

ORB 9139 Pg 402

RESOLUTION NO. 2-83

AMENDMENT TO INTERLOCAL AGREEMENT

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THIS AMENDMENT TO INTERLOCAL AGREEMENT is made and entered into this 15th day of September, 1983, by and between the City of Boynton Beach, Florida, a municipal corporation (hereinafter referred to as "Boynton"), and the City of Delray Beach, Florida, a municipal corporation (hereinafter referred to as "Delray").

W I T N E S S E T H :

WHEREAS, Boynton and Delray, pursuant to Section 163.01, Florida Statutes, have entered into that certain Interlocal Agreement dated the 26th day of December, 1974, establishing the South Central Regional Wastewater Treatment and Disposal Board, a copy of which such Interlocal Agreement is attached hereto as Exhibit "A"; and

WHEREAS, Sections 3(D), 5 and 6 of said Interlocal Agreement contain references to an "Administrative Director"; and

WHEREAS, the Board is desirous of amending said Sections 3(D), 5 and 6 of the Interlocal Agreement to change the title of the "Administrative Director" to be "Executive Director".

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That certain Interlocal Agreement entered into on the 26th day of December, 1974, by and between the City of Boynton Beach, Florida, and the City of Delray Beach, Florida, is amended as follows:

A. The last sentence of Section 3(D) shall be amended to read:

"Section 3(D):...An annual report of the Board business shall be made available to the public by the ~~Administrative~~ Executive Director in such form as will disclose pertinent facts concerning the activities and finances of the South Central Regional Wastewater Treatment and Disposal Board."

B. Section 5 shall be amended to read:

"Section 5: Authority to hire and discharge ~~Administrative~~ Executive Director.

The Board may hire and discharge an ~~Administrative~~ Executive Director by the concurring vote of the Board, as set forth in Section 3 above provided, however, no such action to hire or discharge such ~~Administrative~~ Executive Director shall be effective unless approved by a majority vote of both City Councils acting independently of the Board."

C. Section 6 shall be amended to read:

"Section 6: Duties and authority of ~~Administrative~~ Executive Director.

The ~~Administrative~~ Executive Director shall be the administrative head of the Regional Facility. He shall be responsible to the Board for the proper administrative of all affairs of the Board and of the Regional Facility, and to that end, subject to the provisions of this Interlocal Agreement, the ~~Administrative~~ Executive Director shall have the power and shall be required to:..."

2. This amendment shall become effective upon ratification by a majority vote of each City Council.

3. This amendment shall be filed with the Clerk of the Circuit Court of the Fifteenth Judicial Circuit in West Palm Beach, Florida.

4. The Interlocal Agreement as heretofore amended shall remain in full force and effect, altered only to the extent of this Amendment.

RESOLVED this 15th day of September, 1983, by a 6-0 vote.

Chairman

Attest:

Secretary

The undersigned Cities of Delray Beach and Boynton Beach hereby ratify the action taken by the South Central Regional Wastewater Treatment and Disposal Board in accordance with the foregoing Amendment to Interlocal Agreement.

Witnesses

Susan Gregor

Elizabeth Rys

As to City of Delray Beach

CITY OF DELRAY BEACH

By: _____ Mayor

Attest: Susan H. Morrison Asst. City Clerk

Approved as to form:

City Manager

(SEAL)

City Attorney

CITY OF BOYNTON BEACH

Suzanne M. Krause

Dorothy Koch

As to City of Boynton Beach

By: _____ Mayor

Attest: Betty S. Boromi City Clerk

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ORB 9139 Pg 404
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

Approved as to form:

City Manager

(SEAL)

City Attorney

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OR BK 15101 PG 0001
Palm Beach County, Florida

After recording
Return to:

Robert W. Federspiel, Esq.
Spinner, Dittman, Federspiel & Dowling
151 N.W. 1st Avenue
Delray Beach, FL 33444

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FOURTH AMENDMENT TO INTERLOCAL AGREEMENT

THIS FOURTH AMENDMENT TO INTERLOCAL AGREEMENT is made and entered into this 18 day of February, 2003, by and between the **CITY OF BOYNTON BEACH, FLORIDA, a municipal corporation**, hereinafter referred to as "**BOYNTON**," and the **CITY OF DELRAY BEACH, FLORIDA, a municipal corporation**, hereinafter referred to as "**DELRAY.**"

W I T N E S S E T H:

WHEREAS, BOYNTON and DELRAY pursuant to Section 163.01, Florida Statutes, have heretofore entered into that certain Interlocal Agreement dated the 26th day of December, 1974, establishing the South Central Regional Wastewater Treatment and Disposal Board (the "BOARD"), as amended by First Amendment dated May 27, 1981, by Second Amendment dated September 15, 1983, and by that certain Third Amendment thereto dated October 19, 1995, a copy of which such Interlocal Agreement and above referenced Amendments thereto are attached hereto as composite Exhibit "A"; and

WHEREAS, the BOARD is desirous of amending said Section 3 of Annex I of the Interlocal Agreement to more accurately bill for flow due to meter failure by changing the basis for billing of the daily average of the three preceding monthly flow to the preceding seven days' flow; and

NOW, THEREFORE, be it resolved as follows:

That certain Interlocal Agreement entered into on the 26th day of December, 1974 by and between the City of Boynton Beach, Florida, and the City of Delray Beach, Florida, is amended as follows:

1. Section 3, Failure of Meters, is hereby amended in its entirety to read as follows:

> "3. Failure of Meters:
>
> In the event of a meter failure which prevents the recording of continuous flow data for any period of time for billing purposes, that period of time will be billed on the basis of the daily average of the seven preceding days."

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2. This Amendment shall become effective upon ratification by a majority vote of each City Council.

3. This Amendment shall be filed with the Clerk of the Circuit Court of the Fifteenth Judicial Circuit in West Palm Beach, Florida.

4. The Interlocal Agreement as heretofore amended shall remain in full force and effect altered only to the extent of this Amendment.

RESOLVED this 16th day of JANUARY, 2003, by a 7-0 vote.

Chairman
Jon Levinson

ATTEST:

Secretary
Robert J. Hagel

Approved as to form:

By: Board Attorney
Robert W. Federspiel

The undersigned Cities of Delray Beach and Boynton Beach hereby ratify the action taken by the South Central Regional Wastewater Treatment and Disposal Board in accordance with the foregoing Amendment to Interlocal Agreement.

WITNESSES:

Karen Schell
Karen Schell

Celeste McDonough
As to City of Delray Beach
Celeste McDonough

CITY OF DELRAY BEACH

By: David W. Schmidt
Mayor
David W. Schmidt

Attest: Acting City Clerk
Cheryle Nubin

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Approved as to form:

David T. Harden
City Manager
David T. Harden

(SEAL)

R. Brian Shutt
City Attorney
R. Brian Shutt

WITNESSES:

CITY OF BOYNTON BEACH

By: Kurt Bressner
City Manager Kurt Bressner
KURT BRESSNER
CITY MANAGER
BOYNTON BEACH, FL.

Mary Anne Sarker
Mary anne Sarker

Betty L. Sangi
As to City of Boynton Beach
Betty L. Sangi

CITY OF BOYNTON BEACH INCORPORATED 1920 FLORIDA

Attest: Janet M. Prainto
City Clerk
Janet M. Prainto

Approved as to form:

City Manager

(SEAL)

Michael Pawelczyk
Asst. City Attorney
Michael Pawelczyk

BOOK 15101 PAGE 0004

ORB 9139 Pg 379

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT, made and entered into this 26th day of December, A.D., 1974, by and between the City of Boynton Beach, Florida, a municipal corporation (hereinafter called "Boynton"), and City of Delray Beach, Florida, a municipal corporation (hereinafter called "Delray").

W I T N E S S E T H:

WHEREAS, Boynton and Delray are authorized by Section 163.01, Florida Statutes, to enter into interlocal agreements to cooperatively utilize the most efficient use of their powers on a basis of mutual advantage and to provide services and facilities in accord best with geographic, economic, population and other factors influencing the needs and development of the local community; and

WHEREAS, a public agency of this State is authorized to exercise jointly with any other public agency of the State or the United States authority which such agencies share in common and which each might exercise separately; and

WHEREAS, in order to provide for the public health, welfare and safety of the citizens of Boynton and Delray and others in the Region, a regional approach is necessary to the furnishing of regional wastewater treatment and disposal without regard to political or governmental boundaries; and

WHEREAS, Boynton and Delray presently own, operate and maintain their own wastewater collection and transmission systems and, whereas, both Boynton and Delray will continue to own, operate, maintain and expand said systems to deliver wastewater to the South Central Regional Wastewater Treatment And Disposal Facility (hereinafter called "Regional Facility"); and

WHEREAS, it is in the best interest of the citizens of Boynton and Delray that a single entity make all the policies necessary

EXHIBIT "A"

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in connection with the providing and the furnishing of regional wastewater treatment and disposal service in the South Central Region of Palm Beach County as presently established by the regulatory agencies; and

WHEREAS, since such an entity will have broad powers and responsibilities, it should be composed of five members of the City Council of each City.

NOW, THEREFORE, for and in consideration of the mutual benefit to flow to each other, the City of Boynton Beach and the City of Delray Beach and to the citizens residing in both Boynton and Delray, and in consideration of the mutual covenants, promises and agreements herein contained, Boynton and Delray hereby agree with each other as follows:

Section 1: Purpose of Agreement.

The purpose of this Interlocal Agreement is to create and by these presents does hereby create a legal entity composed of five members of the City Council of each of the two cities (Boynton and Delray) to be known as the South Central Regional Wastewater Treatment and Disposal Board (hereinafter called "Board"). The Board is charged with the responsibility of providing wastewater treatment and disposal services to the South Central Region depicted on the map dated December, 1974 which is attached hereto as Exhibit A and made a part hereof, which map also delineates the service areas of Delray and Boynton. Such Board shall make all policies for the administration, operation, maintenance, enlargement, development, replacement, and repair of the Regional Facility for the furnishing of wastewater treatment and disposal services to the said South Central Region. To accomplish the purposes expressed in this Section 1, Boynton and Delray respectively and mutually agree with each other to comply with and abide by all policies as shall be set and determined by such Board and approved by the majority vote of the separate City Councils of Delray and Boynton, subject at all times, however, to the contractual rights of the holders of the revenue obligations of the separate Cities. It is not the purpose of this Agreement to transfer ownership of any existing facilities. Nothing in this Agreement, however, shall ever be construed to authorize the Board,

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Boynton or Delray to affect adversely or impair the contractual rights created and vested by reason of the issuance at any time of bonds by Boynton or Delray.

Section 2: Duration.

The Board shall continue in existence until it is replaced by (a) a satisfactory legal entity or contractual arrangement approved by a majority vote of each of the City Councils or (b) by governmental restructuring or reorganization when ratified by the qualified electors of the South Central Region, which must include a majority ratification by electors of Boynton and a majority ratification by electors of Delray.

Section 3: Powers and Procedures.

(A) Procedures.

1. The Board shall meet immediately and select a Chairman and thereafter such additional officers and agents as the Board shall from time to time determine and who shall continue to hold such positions until their successors are duly selected and installed

2. The Board shall meet at least quarter-annually or more often when necessary upon call of the Chairman or upon request of not less than four (4) members of the Board to transact the business of the Board.

3. A quorum for the purpose of transacting business shall consist of not less than six (6) members comprised of not less than three (3) members of the City Council of Boynton Beach and not less than three (3) members of the City Council of Delray Beach.

4. The concurring vote of seventy percent (70%) of the members present, including the concurring vote of at least two (2) members of each Council shall be necessary to decide any question.

5. The Board shall adopt by-laws, rules and regulations to govern its actions and procedures.

(B) The following powers are exercisable by the Board:

1. The power and authority to accept funds appropriated to it by any governmental body or from whatever source, and it may

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apply for and receive grants and donations of all kinds.

2. May expend all or any part of such funds for any lawful purpose or purposes consistent with the general purposes of this Interlocal Agreement.

3. Shall have the authority, independently or by or with the assistance of either of the participating parties hereto, to enforce all rules, regulations and policies adopted under the authority of this Interlocal Agreement, and may resort to any available legal process for this purpose.

4. Shall be authorized to defend or prosecute all lawsuits and claims in which the Board is a proper party and to collect and pay such expenses and to settle claims related thereto, and to employ the services of attorneys, accountants and other professional advisors for the prosecution or defense of such lawsuits and claims.

5. Have such additional powers as are by resolution or agreement lawfully delegated to it by the City Council of each City.

6. Enter into contracts for budgeted items.

7. Shall provide for appropriate depositories into which all funds shall be deposited.

8. Establish a procedure for disbursement of funds from the appropriate depositories.

9. Establish fidelity bonds for those receiving and disbursing funds.

10. Make authorized purchases in the Board's name.

11. Transact all business and take title to all personal property in its own name.

12. Acquire ownership, custody, operation, maintenance, lease or sale of personal property.

13. Shall purchase all necessary insurance coverage to fully protect the facilities, including but not limited to fire, casualties, liability, workmen's compensation, surety, bonding.

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(C) The following powers are exercisable by the Board subject to approval by a majority vote of each City Council before becoming effective.

1. Shall create employee positions.

2. Shall at least annually consider the Regional Faci with respect to the policies, rates, charges, maintenance, extens expansions, construction, financing and management and take such action thereon as is deemed necessary.

3. Shall annually adopt a budget in accordance with procedures established by the Board.

4. Enter into contracts for non-budgeted items.

5. Acquire ownership, custody, operation, maintenance, lease or sale of real property.

6. Return any surplus money accumulated to the Cities their proportion of ownership of the facilities.

(D) An independent audit shall be made of all accounts of the Board at the end of each fiscal year and more frequently if deemed necessary by the Board. Such audit shall be made by certif public accountants experienced in governmental accounting, and who shall have no personal interest, direct or indirect, in the fiscal affairs of the South Central Regional Wastewater Treatment and Disposal Board, or of any members of the Board. The condensed aud shall be distributed to members of the City Councils, City Manager City Financial Officers and any member of the public requesting same. An annual report of the Board business shall be made availal to the public by the Chief Executive Officer in such form as will disclose pertinent facts concerning the activities and finances of the South Central Regional Wastewater Treatment and Disposal Board.

Section 4: Procedure for amending Interlocal Agreement.

A proposed amendment to this Interlocal Agreement may be initiated by any Board member in writing to the Board at least seven (7) days prior to a vote thereon, and such proposed amendment must be approved by the concurring vote of the Board as set forth

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in Section 3 above; provided, however, that no proposed amendment shall become effective unless approved by a majority vote of each City Council acting independently.

Section 5: Authority to hire and discharge Chief Executive Officer.

The Board may hire and discharge a Chief Executive Officer by the concurring vote of the Board, as set forth in Section 3 above provided, however, no such action to hire or discharge such Chief Executive Officer shall be effective unless approved by a majority vote of both City Councils acting independently of the Board.

Section 6: Duties and authority of Chief Executive Officer.

The Chief Executive Officer shall be the administrative head of the Regional Facility. He shall be responsible to the Board for the proper administration of all affairs of the Board and of the Regional Facility, and to that end, subject to the provisions of this Interlocal Agreement, the Chief Executive Officer shall have the power and shall be required to:

(A) appoint employees. Appoint and when necessary for the good of the Regional Facility remove all officers and employees of the Regional Facility except as otherwise provided by this Interloc Agreement and except as he may authorize the head of a department o office to appoint and remove subordinates in such department or office.

(B) budget. Prepare the budget annually and submit it to the Board and be responsible for its administration after adoption.

(C) financial report. Prepare and submit to the Board as of the end of the fiscal year a complete report on the finances and administrative activities of the Regional Facility for the preceding year.

(D) financial condition. Keep the Board advised of the financial condition and future needs of the Regional Facility and make such recommendations as may seem to him desirable.

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(E) other duties. Perform such other duties as may be prescribed by this Interlocal Agreement or required of him by the Board not inconsistent with this Interlocal Agreement.

Section 7: Ownership.

Ownership of the regional wastewater treatment and disposal facilities shall be vested proportionately with Delray and Boynton in accordance with the capital investments of each City as made from time to time. Facilities may be constructed on land owned by the Board and/or leased from either City. Land and/or facilities owned by either City may be leased, purchased or otherwise acquired by the Board. Land for the treatment facility may be acquired by the Board and financed in the same manner as the improvements. Eac City may meet its required capital contribution by contributing cas land, capital assets, or any combination thereof, provided, however that any such contribution other than cash shall be first approved by the Board and by the majority of each City Council. Each City will pay the debt service on its own bonds.

Section 8: Services and cost allocation.

It is agreed that the initial project for a 12-million gall per day (MGD) facility to be constructed under the terms of this Interlocal Agreement will be that project more fully described in EPA application FY75 No. C-12-0406010, and signed by appropriate officers of each City. It is further agreed that the services of the Regional Facility shall be available only to the wastewater received through the transmission lines of Delray and Boynton. Bot Boynton and Delray agree to an allocation in the initial 12 MGD project of 6 MGD average daily flow for each City. The capital co allocation for each City will, therefore, be 50% of the total for the same initial project. The capital cost of any expansion of capacity of the Regional Facility shall be apportioned to each Cit in proportion to the allocation to each City of such added capacit

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BOOK 15101 PAGE 0011

ORB 9139 Pg 386

Section 9: Written Agreements.

The Cities may enter into written agreements from time to time temporarily assigning unused portions of the allocation of capacity from one City to the other City. Such agreements shall be administered by the Board. Charges to the user under such agreements shall be 150% of the monthly billing rate per MGD. Of the said 150%, one-third shall be credited to the billing of the releasing City, and the remaining two-thirds shall be retained by the Board.

Section 10: Supervision and operation.

In view of the fact that initial installation of regional wastewater treatment disposal facilities will be within the city limits of Delray, the Board will contract with Delray on a non-profit basis to supervise the construction of and to operate the Regional Facility, provided, however, that such contracts shall be approved by the majority vote of each City Council and provided, further, that such contracts shall be subject to the contractural rights created and vested by reason of the issuance of bonds by Boynton or Delray for the construction of said Regional Facility.

Section 11: Renewal and replacement requirements.

Renewal and replacement requirements of the Regional Facility shall be considered by each City in the establishment of their respective rate structures.

Section 12: Expansion.

At any time the plant has reached 75% of the overall design capacity of the last expansion increment, the Board shall commence final financing and engineering plans for the proper expansion of the project. This planning must be completed by the Board and submitted to the City Councils of Delray and Boynton for approval by the time the plant has reached 85% of the overall design capacity of the last expansion increment.

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Section 13: Financial support.

Within ten (10) days after this Interlocal Agreement becomeseffective as provided in Section 14 hereof, Delray and Boynton shall each pay to the Board the sum of $25,000.00 from their respective public funds to provide financial support to defray a portion of the costs of fulfilling the purposes set forth in this Interlocal Agreement.

Section 14: Approval, filing and effective date.

This Interlocal Agreement shall be immediately submitted to the Department of Legal Affairs of the State of Florida for approval as required by the provisions of Section 163.01(11), Florida Statutes A copy of this Interlocal Agreement and all subsequent amendments thereto shall be filed with the Clerk of the Circuit Court of Palm Beach County and with the Department of Community Affairs of the State of Florida. This Interlocal Agreement shall take effect immediately upon its approval by the Department of Legal Affairs and its being filed as provided in Section 163.01(11, 12), Florida Statutes.

IN WITNESS WHEREOF, the City of Boynton Beach and the City of Delray Beach have entered into this Interlocal Agreement and have caused it to be executed by their duly authorized officers.

CITY OF DELRAY BEACH
A Municipal Corporation

By James H. Schaffley
Mayor

Attest:
City Clerk

Approved as to correctness and form:
City Manager

City Attorney

CITY OF BOYNTON BEACH
A Municipal Corporation

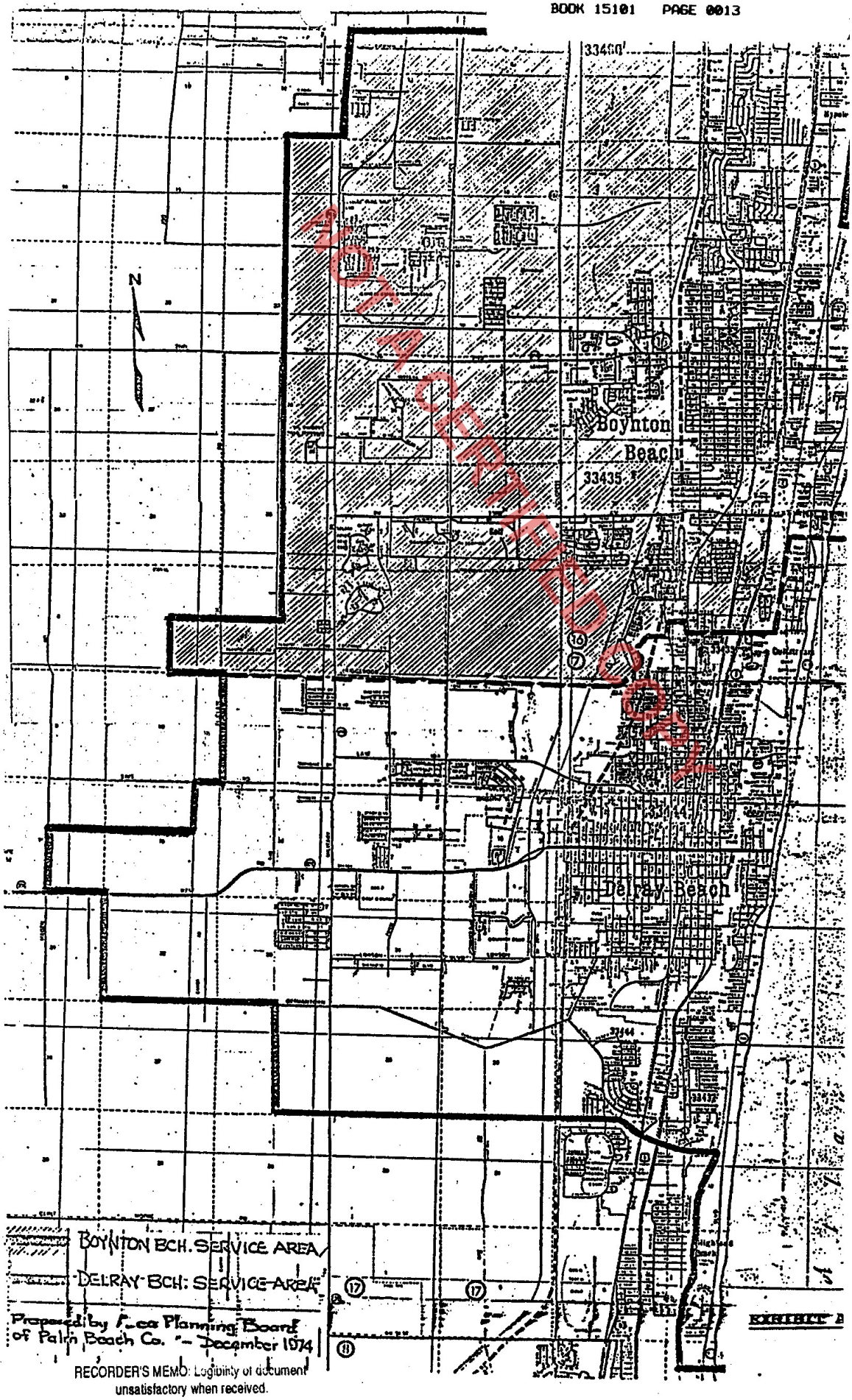
By Joe DeRong
Mayor

Attest:
Callie Clinton, Deputy
City Clerk

Approved as to correctness and form:
Frank Kohl
City Manager

Ernest Blum
City Attorney

BOOK 15101 PAGE 0013



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RECORDER'S MEMO: Legibility of document unsatisfactory when received.

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BOOK 15101 PAGE 0014

ORB 9139 Pg 389

ALLOCATION OF OPERATING COSTS

ANNEX I

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to the Interlocal Agreement between the City of Delray Beach, Florida ("Delray"), and the City of Boynton Beach, Florida ("Boynto (hereinafter sometimes referred to collectively as the "City" or the "Cities"), dated the 26th day of December, 1974. This Annex will establish and provide the basis of operation, supervision management, maintenance, repair and replacement cost determination and billing therefor of the Regional Plant.

1. Proration of Operation Costs:

Boynton and Delray have agreed to pay to the Board a proporti part of the Board's "operating costs" as used herein and in the Interlocal Agreement to which this is attached which are defined as the total cost of all operation, supervision, management, maintenanc repair, renewal and replacement expenses and all other operating expenses. The portion of the operation costs paid by each City shal be based on the ratio that each City's flow bears to the total flows Said costs shall be billed on a monthly basis and shall be payable by each City to the Board within ten (10) days after receipt of the invoice for same.

2. Metering Stations:

It is agreed that the Cities will from time to time, at their expense, acquire, install and construct metering facilities of a type, quality and at locations approved by the Board and acquired by the Cities at their expense, for the purpose of providing depend- able recorded measurements of flows of wastewater discharging from the Cities into the Regional Facility. Said facilities shall be operated, supervised, managed, maintained, repaired and replaced by the Board as a cost to the Regional Facility. Until said meteri fac'lities have been so acquired, installed or constructed, the Cit

BOOK 15101 PAGE 0015

ORB 9139 Pg 390

shall not discharge any wastewater into the Regional Facility.

3. Failure of Meters:

In the event of a meter failure which prevents the recording of continuous flow data for any period of time for billing purposes, that period of time will be billed on the basis of the daily average of the three preceding monthly flows.

4. Sludge:

It is agreed that the prompt removal of sludge is necessary to the efficient operation of the Regional Facility, and no charge shall be made to either of the parties hereto for the sludge removed by such party and any sludge so removed shall be treated as the property of that party. The sludge shall be available to the Cities on an equal basis.

5. Claims Against the City:

In defending or prosecuting any claims of any nature whatsoeve lawsuits, actions, causes of action, workmen's compensation, or any other matters pertaining to the operations of the Regional Facility and the activities of the Board, including legal fees and expenses, fees for professional services, or any other related expenses, shall be included as a part of the operating costs of the Regional Facility.

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CITY OF DELRAY BEACH
A Municipal Corporation

By _____
Mayor

Attest:

_____
City Clerk

Approved as to correctness and form:

_____
City Manager

_____
City Attorney

CITY OF BOYNTON BEACH
A Municipal Corporation

By _____
Mayor

Attest:

_____
City Clerk

Approved as to correctness and form:

_____
City Manager

_____
City Attorney

BOOK 15101 PAGE 0016

ORB 9139 Pg 391

STANDARDS OF ACCEPTABILITY FOR WASTEWATER DISCHARGED INTO THE REGIONAL FACILITY

ANNEX II

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to the Interlocal Agreement between the City of Delray Beach, Florida ("Delray"), and the City of Boynton Beach, Florida ("Boynton" (hereinafter sometimes referred to collectively as the "City" or the "Cities"), dated the 26th day of December, 1974.

1. Definitions

Unless the context specifically indicates otherwise, the meaning of terms used in these regulations shall be as follows:

"Sewage Works" shall mean all facilities for collecting, pumping, treating, and disposing of sewage.

"Sewage" shall mean a combination of the water-carried waste from residences, business buildings, institutions, and industrial establishments, together with such ground, surface and storm waters as may be present but unintentionally admitted.

"Sewer" shall mean a pipe or conduit for carrying sewage.

"Public Sewer" shall mean a sewer in which all owners of abutting properties have equal rights, and is controlled by public authority.

"Sanitary Sewer" shall mean a sewer which carries sewage and to which storm, surface and ground waters are excluded.

"Storm Sewer" or "Storm Drain" shall mean a sewer which carri storm and surface waters and drainage, but excludes sewage and polluted industrial wastes.

"Water Pollution Control Plant" shall mean any arrangement of devices and structures used for treatment of sewage.

"Industrial Wastes" shall mean the liquid wastes from industrial processes as distinct from sanitary sewage.

"B.O.D." (denoting Biochemical Oxygen Demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degre

expressed in parts per million by weight.

"PH" shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.

"Suspended Solids" shall mean solids that either float on the surface of, or are in suspension in water, sewage, or other liquids, and which are removable by laboratory filtering.

"Natural Outlet" shall mean any outlet into a watercourse, pond, ditch, lake, or other body of surface or ground water.

"Watercourse" shall mean a channel in which a flow of water occurs, either continuously or intermittently.

"Person" shall mean any individual, firm, company, association society, corporation, or group.

"Shall" is mandatory; "May" is permissive.

"City" shall mean either City of Boynton Beach or City of Delray Beach, as applicable.

"Constituents" shall mean the combination of particles or conditions which exist in the Industrial Wastes.

"Flammable" shall be defined by existing fire regulations.

2. Use of Public Sewers

A. Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described waters or wastes to Board's Regional Facility.

1. Any liquid or vapor having a temperature higher than 150 degrees Fahrenheit.

2. Any water or waste which may contain more than 100 parts per million, by weight, of fat, oil, or grease, or any water or wastes containing oils, greases, or other substances that will solidify or become viscous at temperatures between 32 degrees to 150 degrees Fahrenheit.

3. Any gasoline, benzen-, naptha, fuel oil, motor oil, mineral spirits, commercial solvent or other

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flammable or explosive liquid, solid, or gas,

4. Any water or wastes that contain more than 10.0 parts per million by weight of the following gases: hydrogen sulphide, sulphur dioxide, or nitrous oxide.

5. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, offal, plastics, wood, paunch manure, hair and fleshings, entrails, lime residues, beer or distillery slops, chemical residues, paint or ink residues, cannery waste bulk solids, or any other solid or viscous substance capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works.

6. Any waters or wastes having a pH lower than 5.5 or higher than 9.5 at any time, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works.

7. Any waters or wastes containing toxic, poisonous, or radioactive substances in concentrations such as to constitute a hazard to humans or animals or to interfere with any sewage treatment process, or create any hazard in the receiving waters of the sewage treatment plant.

The limits fixed herein may be used as a guide in design and plant control, but may be altered by the Board in the event of a cummulative overload on the sewage treatment plant.

Fixed Upper Limits for Constituents (Parts per Million by weight)

1.	Cadmium	0.1
2.	Chromium	0.5
3.	Copper	3.0

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4.	Cyanide	0.0
5.	Nickel	0.0
6.	Silver	0.5
7.	Tin	0.0
8.	Zinc	3.0
9.	Phenol	0.5
10.	Lead	0.5
11.	Mercury	0.0
12.	Arsenic	0.01
13.	Flouride	1.3
14.	Selenium	0.1
15.	Barium	1.0
16.	Strontium	0.0
17.	Chloride	600
18.	H_2S	10.0

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8. Any waters containing suspended solids of such character and quantity that unusual provision, attention or expense is required to handle such materials at the sewage treatment plant.

9. Any noxious or malodorous gas or substance, capable of creating a public nuisance or hazard to life or preventing entry into sewers for their maintenance, inspection and repair.

10. Any waters containing quantities of radium, naturally occurring, or artificially produced radio-isotopes in excess of presently existing or subsequently accepted limits for drinking water as established by the National Committee on Radiation.

11. Any concentrated dye wastes, spent tanning solutions, or other wastes which are highly colored, or wastes which are of unusual volume, concentration of solids or composition that may create obstruction

to the flow in sewers, or other interference with the proper operation and treated effluent of the sewage works.

B. The admission into the public sewers of any waters or wastes having a five-day Biochemical Oxygen Demand in excess of 500 parts per million by weight on a 24 hour composite basis, or for any sample period having a five-day BOD in excess of five times the average influent value for the affected sewage treatment plant during the previous calendar year, will be subject to review by the Board. Where necessary in the opinion of the Board, the Contributor shall provide and operate at his own expense, such pretreatment as may be required to reduce the Biochemical Oxygen Demand to meet the above requirements.

C. The admission into the public sewers of any waters or wastes having a suspended solids content in excess of 500 parts per million by weight on a 24-hour composite basis or having a suspended solids content for any sample period greater than five times the average influent value recorded at the affected sewage treatment plant during the previous calendar year, will be subject to review by the Board. Where necessary in the opinion of the Board, pretreatment may be required as in B above.

D. The admission into the public sewers of any waters or wastes in volume, or with constituents, such that existing dilution conditions in the sewers or at the treatment plant would be affected to the detriment of the regional treatment plant, shall be subject to review and approval of the Director of Utilities of each City. Where necessary in the opinion of the Board, pretreatment or equalizing units may be required to bring constituents or volume of flow within prescribed acceptable levels and to hold or equalize flows such that no flow conditions may hamper operation of any unit of the sewer system. Said equalization or holding unit shall have a

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capacity suitable to serve its intended purpose, and be equipped with acceptable outlet control facilities to provide flexibility in operation and accommodate changing conditions in the waste flow.

E. Where preliminary treatment facilities are provided for any waters or waste, they shall be maintained continuously in satisfactory and effective operation by the owner/and/or user at his expense.

F. Waste discharges to the regional plant by either city shall be limited as to chlorides as follows: initially 1500 ppm for five years after the date of connection of the City's system to the regional plant or until advanced waste treatment is added to the regional plant, whichever is sooner; thereafter, 600 ppm for five years. In the event that the chlorides exceed the above standards for any 30 day period, the monthly operating charge to either City as provided for in the Agreement shall be multiplied by the ratio of the actual chloride concentration to the standard and the rate produced will be monthly charge billed to the applicable cities. No credit will be given for chlorides falling below the standards.

G. All measurements, test and analyses of the characteristics of waters and wastes to which reference is made in this Annex II shall be determined in accordance with "Standard Methods for the Examination of Water and Sewage," and shall be determined upon suitable samples from the nearest downstream manhole in the public sewer to the point at which the building sewer is connected.

H. Any approval by the Board of a type, kind, or capacity of an installation shall not relieve a person of the responsibility of revamping, enlarging or otherwise modifying such installation to accomplish an intended purpose. Nor shall any fixed or verbal agreement as to limits of constituents or volumes of

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waters or wastes be considered as final approval for continui operation. These limits will be subject to constant study an change as considered necessary to serve their intended purpos

I. In the event of an accidental spill or unavoidable loss to the drains of any deleterious material, the industry concerned shall promptly notify the Board of the nature of th spill, the quantity and time of occurrence.

J. No statement contained in these rules and regulations shall be construed as preventing any special agreement betwee the City and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the Board for treatment, subject to payment therefor by the industrial concern.

K. No storm water, yard drains, roof drains, air conditioners or street catch-basins shall be emptied by either City into the Regional Facility and no waste from any industrial or commercial plant may be discharged by either party into any sewer unless said waste shall first have been treated as prescribed herein.

3. Overloading, Endangering or Impairing Efficient Operations

It is understood that both Cities will enforce the Standards of Acceptability set forth herein. It is further agreed that no provision of this agreement or any other previous agreement shall be construed in such a manner as to allow either City, either for itself or for the use and benefit of any person or entity to construct and connect any sewer or sewers which will overload, endanger or impair the efficient operation of the Regional Facili

IN WITNESS WHEREOF, the City of Boynton Beach and the City of Delray Beach have entered into this Annex II to Interlocal Agre

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and have caused it to be executed by their duly authorized officers.

CITY OF DELRAY BEACH
A Municipal Corporation

By James H. Silverfley
Mayor

Attest:

Elizabeth Arasen
City Clerk

Approved as to correctness
and form:

City Manager

Robert Fillow
City Attorney

CITY OF BOYNTON BEACH
A Municipal Corporation

By Joe Ellong
Mayor

Attest:

Callie Clanton, Deputy
City Clerk

Approved as to correctness
and form:

Frank Kohl
City Manager

City Attorney

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ORB 9139 Pg 399

RESOLUTION NO. 8-81 BOOK 15101 PAGE 0024

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

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THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT, made and entered into this 27th day of May, 1981, by and between the City of Boynton Beach, Florida, a municipal corporation (hereinafter referred to as "Boynton"), and the City of Delray Beach, Florida, a municipal corporation (hereinafter referred to as "Delray").

W I T N E S S E T H :

WHEREAS, Boynton and Delray, pursuant to Section 163.01, Florida Statutes, have entered into that certain Interlocal Agreement dated the 26th day of December, 1974, establishing the South Central Regional Wastewater Treatment and Disposal Board, a copy of which such Interlocal Agreement is attached hereto as Exhibit "A"; and

WHEREAS, Section 10 of said Interlocal Agreement contains provisior relative to the supervision of construction and the operation of the regional facility; and

WHEREAS, the Board is desirous of amending said Seciton 10 of the Interlocal Agreement to eliminate the provisions contained therein relative to the supervision of construction by Delray and to allow the additional alternatives of the Board operating the regional facility or an independent contractor operating the regional facility on a contract basis.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That certain Interlocal Agreement entered into on the 26th day of December, 1974, by and between the City of Boynton Beach, Florida and the City of Delray Beach, Florida, is amended as follows:

Section 10 of the above described Interlocal Agreement is hereby deleted and the following is substituted therefor:

"Section 10: Operation of Regional Facility.

The regional facility may be operated, at the election of the Board, pursuant to any one of the following alternatives:

A. The Board may operate the regional facility utilizing its own employees,

B3562 P0252

B. The Board may contract with an independent third party contractor on a contract basis for the operation of the regional facility,

C. The Board may contract with Delray on a non-profit basis to operate the regional facility.

D. The Board may contract with Boynton on a non-profit basis to operate the regional facility.

Provided, however, that any method of operation as hereinabove provided shall be subject to the contractual rights created and vested by reason of the issuance of bonds by Boynton or Delray for the construction of said regional facility, and provided further that such contracts shall be approved by the majority vote of each City Council."

2. This amendment shall become effective upon the ratification by a majority vote of each City Council.

3. This amendment shall be filed with the Clerk of Circuit Court of the Fifteenth Judicial Circuit in West Palm Beach, Florida.

4. The Interlocal Agreement as heretofore amended shall remain in full force and effect, altered only to the extent of this Amendment.

RESOLVED this 27th day of May, 1981, by a 8-0 vote.

Edward F. Hennessey
Chairman

ATTEST:

Patricia L. Woolley
Secretary

The undersigned Cities of Delray Beach and Boynton Beach hereby ratify the action taken by the South Central Regional Wastewater Treatment and Disposal Board in accordance with the foregoing First Amendmen to Interlocal Agreement.

Witnesses

Teresa W. Bonsiere

Dolores Eggar
As to City of Delray Beach

CITY OF DELRAY BEACH

By: [signature]
Mayor

Attest: [signature]
City Clerk

Approved as to form:

[signature]
City Manager

[signature]
City Attorney

(SEAL)

Betty S. Boone

Patricia Ramseyer
As to City of Boynton Beach

CITY OF BOYNTON BEACH

By: Edward F. Hennessey
Mayor

Attest: Teresa Padgett
City Clerk

B3562 P0253

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BOOK 15101 PAGE 0026
ORB 9139 Pg 401

Approved as to form:

City Manager

City Attorney

(SEAL)

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B3562 P0254

50% Existing Use
Delray Beach, FL 33483

BOOK 15101 PAGE 0027
ORB 9139 Pg 402

RESOLUTION NO. 2-83

AMENDMENT TO INTERLOCAL AGREEMENT

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THIS AMENDMENT TO INTERLOCAL AGREEMENT is made and entered into this 15th day of September, 1983, by and between the City of Boynton Beach, Florida, a municipal corporation (hereinafter referred to as "Boynton"), and the City of Delray Beach, Florida, a municipal corporation (hereinafter referred to as "Delray").

W I T N E S S E T H :

WHEREAS, Boynton and Delray, pursuant to Section 163.01, Florida Statutes, have entered into that certain Interlocal Agreement dated the 26th day of December, 1974, establishing the South Central Regional Wastewater Treatment and Disposal Board, a copy of which such Interlocal Agreement is attached hereto as Exhibit "A"; and

WHEREAS, Sections 3(D), 5 and 6 of said Interlocal Agreement contain references to an "Administrative Director"; and

WHEREAS, the Board is desirous of amending said Sections 3(D), 5 and 6 of the Interlocal Agreement to change the title of the "Administrative Director" to be "Executive Director".

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That certain Interlocal Agreement entered into on the 26th day of December, 1974, by and between the City of Boynton Beach, Florida, and the City of Delray Beach, Florida, is amended as follows:

A. The last sentence of Section 3(D) shall be amended to read:

"Section 3(D):...An annual report of the Board business shall be made available to the public by the ~~Administrative~~ Executive Director in such form as will disclose pertinent facts concerning the activities and finances of the South Central Regional Wastewater Treatment and Disposal Board."

B. Section 5 shall be amended to read:

"Section 5: Authority to hire and discharge ~~Administrative~~ Executive Director.

The Board may hire and discharge an ~~Administrative~~ Executive Director by the concurring vote of the Board, as set forth in Section 3 above provided, however, no such action to hire or discharge such ~~Administrative~~ Executive Director shall be effective unless approved by a majority vote of both City Councils acting independently of the Board."

BOOK 15101 PAGE 0028

ORB 9139 Pg 403

C. Section 6 shall be amended to read:

"Section 6: Duties and authority of ~~Administrative~~ Executive Director.

The ~~Administrative~~ Executive Director shall be the administrative head of the Regional Facility. He shall be responsible to the Board for the proper administrative of all affairs of the Board and of the Regional Facility, and to that end, subject to the provisions of this Interlocal Agreement, the ~~Administrative~~ Executive Director shall have the power and shall be required to:..."

2. This amendment shall become effective upon ratification by a majority vote of each City Council.

3. This amendment shall be filed with the Clerk of the Circuit Court of the Fifteenth Judicial Circuit in West Palm Beach, Florida.

4. The Interlocal Agreement as heretofore amended shall remain in full force and effect, altered only to the extent of this Amendment.

RESOLVED this 15th day of September, 1983, by a 6-0 vote.

Chairman

Attest:

Secretary

The undersigned Cities of Delray Beach and Boynton Beach hereby ratify the action taken by the South Central Regional Wastewater Treatment and Disposal Board in accordance with the foregoing Amendment to Interlocal Agreement.

Witnesses

Susan Gregor

Elizabeth Rys

As to City of Delray Beach

CITY OF DELRAY BEACH

By: Mayor

Attest: Susan W. Morrison
ASST. City Clerk

Approved as to form:

City Manager

City Attorney

(SEAL)

CITY OF BOYNTON BEACH

Suzanne M. Krause

Dorothy Koch

As to City of Boynton Beach

By: Mayor

Attest: Betty S. Boroni
City Clerk

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BOOK 15101 PAGE 0029
ORB 9139 Pg 404
DOROTHY H. WILKEN, CLERK PB COUNTY, FL

Approved as to form:

City Manager

(SEAL)

City Attorney

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3524.4

BOOK 15101 PAGE 0030
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ORB 9139 Pg 376

THIRD AMENDMENT TO INTERLOCAL AGREEMENT

Return to: Robert W. Federspiel
501 E. Atlantic Avenue
Delray Beach, FL 33483

THIS THIRD AMENDMENT TO INTERLOCAL AGREEMENT is made and entered into this 19th day of October, 1995, by and between the **CITY OF BOYNTON BEACH, FLORIDA**, a municipal corporation, hereinafter referred to as "**BOYNTON**," and the **CITY OF DELRAY BEACH, FLORIDA**, a municipal corporation, hereinafter referred to as "**DELRAY**."

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W I T N E S S E T H:

WHEREAS, BOYNTON and DELRAY pursuant to Section 163.01, Florida Statutes, have heretofore entered into that certain Interlocal Agreement dated the 26th day of December, 1974, establishing the South Central Regional Wastewater Treatment and Disposal Board (the "BOARD"), as amended by First Amendment dated May 27, 1981 and by that certain Second Amendment thereto dated September 15, 1983, a copy of which such Interlocal Agreement and above referenced Amendments thereto are attached hereto as composite Exhibit "A"; and

WHEREAS, the BOARD has determined in accordance with the Florida Department of Environmental Protection Regulations that it is in the public's interest to institute, operate and administer a Reclaimed Water Program providing advance treatment to a portion or all of its effluent to standards allowing such Reclaimed Water to be utilized for irrigation and other beneficial purposes; and

WHEREAS, in order to institute, administer and operate such a Reclaimed Water Program, BOYNTON and DELRAY have determined that it is appropriate that the BOARD be authorized to enter into agreements for the sale of treated Reclaimed Water to third parties upon terms and conditions determined by the BOARD to be in the public's best interest.

NOW, THEREFORE, be it resolved as follows:

That certain Interlocal Agreement entered into on the 26th day of December, 1974 by and between the City of Boynton Beach, Florida, and the City of Delray Beach, Florida, as amended, is further amended as follows:

1. Section 3, Powers and Procedures, Subsection

(B) is hereby amended to add a Subsection 14 which shall read as follows:

"14. Enter into contracts for the sale and disposal of Reclaimed Water for irrigation and other beneficial uses to third parties."

2. Annex I, Allocation of Operating Costs, of the Interlocal Agreement is hereby amended to add a Paragraph 6 entitled Reclaimed Water as follows:

"6. Reclaimed Water: It is agreed that the disposal of effluent in a cost effective and environmentally responsible manner is appropriate and necessary to the operation of the Regional Facility and in that regard, the BOARD shall be authorized to enter into contracts with third parties for the sale and disposal of all or a portion of effluent produced and treated by the Regional Facility to standards required by the Florida Department of Environmental Protection for the utilization of such Reclaimed Water for irrigation and other beneficial uses. The revenues received from the sale of such Reclaimed Water by the BOARD shall be applied to the operating budget of the BOARD."

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3. This Amendment shall become effective upon ratification by a majority vote of each City Council.

4. This Amendment shall be filed with the Clerk of the Circuit Court of the Fifteenth Judicial Circuit in West Palm Beach, Florida.

5. The Interlocal Agreement as heretofore amended shall remain in full force and effect altered only to the extent of this Amendment.

RESOLVED this 19th day of October, 1995 by a 6-0 vote.

Chairman
Matthew Bradley

ATTEST:

Secretary
Lynne S. Matson

Approved as to form:

By: Board Attorney
Robert W. Federspiel

BOOK 15101 PAGE 0032
Dorothy H. Wilken, Clerk

ORB 9139 Pg 378

The undersigned Cities of Delray Beach and Boynton Beach hereby ratify the action taken by the South Central Regional Wastewater Treatment and Disposal Board in accordance with the foregoing Amendment to Interlocal Agreement.

WITNESSES:

Sharon Morgan
Sharon Morgan

Celeste McDonough
As to City of Delray Beach
Celeste McDonough

(SEAL)

CITY OF DELRAY BEACH

By: Thomas Lynch
Mayor

Attest: Barbara Garito
Deputy City Clerk
Barbara Garito

Approved as to form:

David T. Harden
City Manager
David T. Harden

ABSENT
City Attorney
David N. Tolces

WITNESSES:

MARY ANNE SARKA
MARY ANNE SARKA

Janet M. Prainito
As to City of Boynton Beach
Janet M. Prainito

(SEAL)

CITY OF BOYNTON BEACH

By: Gerald Taylor
Mayor
Gerald Taylor

Attest: Suzanne M. Kruse
City Clerk
Suzanne M. Kruse

Approved as to form:

Carrie Parker
City Manager
Carrie Parker

City Attorney
James Cherof

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OR BK 17956 PG 1356
RECORDED 12/30/2004 14:13:14
Palm Beach County, Florida
Dorothy H Wilken, Clerk of Court
Pgs 1356 - 1364; (9pgs)

Return to:
Robert W. Federspiel, Esq.
Spinner, Dittman, Federspield & Dowling
151 N.W. 1st Avenue
Delray Beach, FL 33444

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AGENDA # F (3) c.

TRIPARTITE INTERLOCAL AGREEMENT

THIS TRIPARTITE INTERLOCAL AGREEMENT is made and entered into this 7th day of September, 2004, by and between the City of Boynton Beach, Florida, a municipal corporation, hereinafter referred to as "Boynton Beach," the City of Delray Beach, Florida, a municipal corporation, hereinafter referred to as "Delray Beach," and the SOUTH CENTRAL REGIONAL WASTEWATER TREATMENT AND DISPOSAL BOARD, hereinafter referred to as "SCRWTD Board."

W I T N E S S E T H:

WHEREAS, Boynton Beach and Delray Beach are parties to that certain Interlocal Agreement dated December 26, 1974, whereby the SCRWTD Board was created for the providing of wastewater treatment disposal services within the service areas for Boynton Beach and Delray Beach; and

WHEREAS, the parties are simultaneously amending the Interlocal Agreement in the form attached hereto as Exhibit "A" to provide for a modification as to the operation of the reclaimed water system; and

WHEREAS, the SCRWTD Board has heretofore constructed the reclaimed water transmission line for the Northwest Reuse System ("Reclaimed Transmission Line") as identified in Exhibit "B" attached hereto; and

WHEREAS, the Reclaimed Transmission Line currently lies exclusively within and serves customers within Boynton Beach's utility service area; and

WHEREAS, Boynton Beach and Delray Beach each own equal interests in the capital assets of the SCRWTD Board and have each equally funded the construction of such Reclaimed Transmission Line; and

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WHEREAS, the parties are contemplating expanding the reclaimed water system to include distribution to customers within the City of Delray Beach thereby requiring construction of additional Reclaimed Transmission Lines; and

WHEREAS, in order to effectuate the changes in the operation of the reclaimed water system, the parties desire to effect the sale of the Reclaimed Transmission Line from SCRWTD Board to Boynton Beach for an amount equal to One Million Three Hundred Fifty-Nine Thousand Two Hundred Fifty-Five Dollars and 13/100 Cents ($1,359,255.13) representing one-half (½) equity interest in such Reclaimed Transmission Line and to further provide that the SCRWTD Board shall thereupon remit the proceeds of such sale to Delray Beach representing full consideration for their relinquishment of their equitable interest in such Reclaimed Transmission Line.

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

1. The parties hereby acknowledge that all of the recitals set forth above are true, accurate and operative with respect to the terms of this Agreement.

2. SCRWTD Board shall convey all of its right, title and interest in and to the Reclaimed Transmission Line without warranty to Boynton Beach within thirty days (30) following the effective date of this Agreement reserving, however, unto SCRWTD Board the perpetual right to transmit at no charge through such Reclaimed Transmission Line reclaimed water to its current reclaimed water customers, The Country Club of Florida, Hunters Run, Delray Dunes, Quail Ridge, and Pine Tree during the term of the existing Contracts and any renewals thereof.

3. Boynton Beach shall simultaneously with the conveyance remit to

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SCRWTD Board the sum of One Million Three Hundred Fifty-Nine Thousand Two Hundred Fifty-Five Dollars and 13/100 Cents ($1,359,255.13) representing the value of one-half (½) of the equitable interest in the Reclaimed Transmission Line.

4. Simultaneously with the conveyance and payment set forth above, the SCRWTD Board shall remit to Delray Beach the proceeds from such conveyance in the amount of One Million Three Hundred Fifty-Nine Thousand Two Hundred Fifty-Five Dollars and 13/100 Cents ($1,359,255.13) in full consideration for Delray Beach's relinquishment of its equitable interest in the Reclaimed Transmission Line.

5. Upon such conveyance as above-described Boynton Beach shall solely be responsible for the maintenance and repair of such Reclaimed Water Transmission Line.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

7. The rights and benefits of this Agreement shall not be transferable by any party without the written consent of the other.

8. In connection with any litigation arising out of this Agreement or the covenants and warranties contained herein, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

9. This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and contains all of the covenants and Agreements between the parties with respect to such relation in any manner whatsoever.

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10. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, representatives, successors and assigns.

11. Upon full execution of this Agreement, this Agreement shall be recorded in the Public Records of Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties have heretofore set their hands and seals on the day and year first above written.

CITY OF BOYNTON BEACH

By: _____
Jerry Taylor, Mayor

Attested by:
_____
City Clerk

Approved as to form by:
_____
City Attorney

CITY OF DELRAY BEACH

By: _____
Jeff Perlman, Mayor

Attested by:
_____
City Clerk

Approved as to form by:
_____
City Attorney

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SOUTH CENTRAL REGIONAL WASTEWATER TREATMENT AND DISPOSAL BOARD

By: _____

Printed Name: Jon R. Levinson

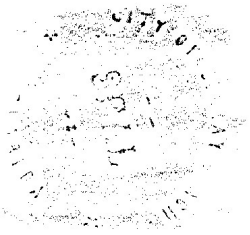
Title: Chairman

Attested by: _____

Printed Name: Robert J. Hagel

Approved as to form by: _____

Robert W. Federspiel, P.A.



Return to:
Robert W. Federspiel, Esq.
Spinner, Dittman, Federspiel & Dowling
151 N.W. 1st Avenue
Delray Beach, FL 33444

EXHIBIT "A"

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AGENDA # F (3) a.

FIFTH AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIFTH AMENDMENT TO INTERLOCAL AGREEMENT is made and entered into this 7th day of September, 2004, by and between the **CITY OF BOYNTON BEACH, FLORIDA, a municipal corporation,** hereinafter referred to as **"BOYNTON,"** and the **CITY OF DELRAY BEACH, FLORIDA, a municipal corporation**, hereinafter referred to as **"DELRAY."**

WITNESSETH:

WHEREAS, BOYNTON and DELRAY pursuant to Section 163.01, Florida Statutes, have heretofore entered into that certain Interlocal Agreement dated the 26th day of December, 1974, establishing the South Central Regional Wastewater Treatment and Disposal Board (the "BOARD"), as amended by First Amendment dated May 27, 1981, by Second Amendment dated September 15, 1983, by Third Amendment dated October 19, 1995, and by that certain Fourth Amendment dated February 18, 2003, a copy of such Interlocal Agreement and above-referenced Amendments thereto are attached hereto as composite Exhibit "A"; and

WHEREAS, the BOARD is desirous of amending Section 3, Powers and Procedures, Subsection (B)(14) to provide the BOARD to be a wholesale provider of reclaimed water only to the Cities of Delray Beach and Boynton Beach as well as providing for the internal use of the reclaimed water by the BOARD and further amending Annex I, Allocation of Operating Costs, Subsection 6, Reclaimed Water, to provide that the BOARD will be authorized to enter into independent Interlocal Agreements with the Cities of Boynton Beach and Delray Beach, respectively, for the providing of such wholesale reclaimed water.

NOW, THEREFORE, be it resolved as follows:

That certain Interlocal Agreement entered into on the 26th day of December, 1974, by and between the City of Boynton Beach, Florida, and the City of Delray Beach, Florida, is amended as follows:

1. Section 3, Powers and Procedures, Subsection (B)(14), is hereby amended in its entirety to read as follows:

> "14. Enter into contracts for the sale and disposal of reclaimed water for irrigation and other beneficial uses with the Cities of Boynton Beach and Delray Beach, respectively and to provide a point of connection upon the BOARD'S property for the delivery of reclaimed water to each City at a location determined by the BOARD."

2. Subsection 6, Reclaimed Water, of Annex I, Allocation of Operating Costs, of the Interlocal Agreement is hereby amended in its entirety to read as follows:

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"6. Reclaimed Water:
It is agreed that the disposal of effluent in a cost-effective and environmentally responsible manner is appropriate and necessary for the operation of the Regional Facility, and in that regard, the BOARD shall be authorized to enter into contracts with the Cities of Boynton Beach and Delray Beach, respectively, for the wholesale delivery of up to fifty percent (50%) each of the effluent produced and treated by the Regional Facility to the standards required by the Florida Department of Environmental Protection for the utilization of such Reclaimed Water for irrigation and other beneficial uses. The revenues received from the sale of such Reclaimed Water by the BOARD to the said Cities shall be applied to the operating budget of the BOARD. Notwithstanding any provision herein to the contrary, the Cities of Boynton Beach and Delray Beach shall be entitled to temporarily or permanently assign a portion of their allocated 50% share in the Reclaimed Water effluent to the other City, subject to the parties entering into an Interlocal Agreement with respect thereto and providing the BOARD with a certified copy of the same.

3. This Amendment shall become effective upon ratification by a majority vote of each City Council.

4. This Amendment shall be filed with the Clerk of the Circuit Court of the Fifteenth Judicial Circuit in West Palm Beach, Florida.

5. The Interlocal Agreement as heretofore amended shall remain in full force and effect, altered only to the extent of this Agreement.

RESOLVED this 15 day of July, 2004, by a 7-0 vote.

Chairman

ATTEST:

Secretary

Approved as to form:

By: Board Attorney

The undersigned Cities of Delray Beach and Boynton Beach hereby ratify the acting taken by the South Central Regional Wastewater Treatment and Disposal Board in accordance with the foregoing Amendment to Interlocal Agreement.

NOT A CERTIFIED COPY

WITNESSES:

As to City of Delray Beach

CITY OF DELRAY BEACH

By: _____
Mayor

Attest: _____
City Clerk

Approved as to form:

_____
City Manager

_____
City Attorney

WITNESSES:

As to City of Boynton Beach

CITY OF ~~DELRAY BEACH~~ BOYNTON BEACH

By: _____
Mayor

Attest: _____
City Clerk

Approved as to form:

_____
City Manager

_____
City Attorney

EXHIBIT "B"

That certain Reclaimed Water Transmission Line described in the record drawings listed below:

Brown & Caldwell/Mock Roos
Northwest Reuse System Record Drawings
G1 thru G3, G1-A, C1, C2A, C3-B, C3-A, C3, C4-B, C4-A, C4, C5, C6, C7-A, C7, C8 thru C40, D1, D1-A, D2 thru D8
Signed December 21, 1998

Brown & Caldwell
Northwest Reuse System - The Isles of Hunters Run - Record Drawing
C1 thru C4
Dated December, 1996

Brown & Caldwell
Northwest Reuse System Record Drawing
M400, M401
Signed December 21, 1998

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R05-197

FILE NUM 20060175195 OR BOOK/PAGE 20102/1396 DATE: 03/27/2006 08:02:40 Pgs 1396 - 1399; (4pgs)
Sharon R. Bock, CLERK & COMPTROLLER

SIXTH AMENDMENT TO INTERLOCAL AGREEMENT

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THIS SIXTH AMENDMENT TO INTERLOCAL AGREEMENT is made and entered into this 9th day of January, 2006, by and between the **CITY OF BOYNTON BEACH, FLORIDA**, a municipal corporation, hereinafter referred to as "**BOYNTON**", and the **CITY OF DELRAY BEACH, FLORIDA**, a municipal corporation, hereinafter referred to as "**DELRAY**".

WITNESSETH:

WHEREAS, BOYNTON and DELRAY pursuant to Section 163.01, Florida Statutes, have heretofore entered into that certain Interlocal Agreement dated the 26th day of December, 1974, establishing the South Central Regional Wastewater Treatment and Disposal Board (the "BOARD"), as amended by First Amendment dated May 27, 1981, by Second Amendment dated September 15, 1983, by Third Amendment dated October 19, 1995, and by that certain Fourth Amendment dated February 18, 2003, and the Fifth Amendment dated September 7, 2004; and,

WHEREAS, the BOARD is desirous of amending Section 3, Powers and Procedures, Subsection (B)(14) to provide the BOARD to be a provider of reclaimed water to the Cities of Delray Beach, Boynton Beach, other entities within the respective Cities, as well as providing for the internal use of the reclaimed water by the BOARD and further amending Annex I, Allocation of Operating Costs, Subsection 6, Reclaimed Water, to provide that the BOARD will be authorized to enter into independent Interlocal Agreements with the Cities of

Prepared by:
Robert W. Federspiel
Dittman, Dowling, & Federspiel
151 N.W. 1st Ave
Delray Beach, Fl. 33444

Return to:
Roger G. Saberson
Roger G. Saberson P.A.
70 S.E. 4th Ave.
Delray Beach, Fl. 33483

Boynton Beach and Delray Beach, respectively, for the providing of such wholesale reclaimed water.

NOW, THEREFORE, be it resolved as follows:

That certain Interlocal Agreement entered into on the 26th day of December, 1974, by and between the City of Boynton Beach, Florida, and the City of Delray Beach, Florida is amended as follows:

1. Section 3. Powers and Procedures, Subsection (B)(14), is hereby amended in its entirety to read as follows:

> "14. Enter into contracts for sale and disposal of reclaimed water for irrigation and other beneficial uses with the Cities of Boynton Beach and Delray Beach and other entities within those Cities desiring to use reclaimed water upon approval of each City for the delivery of reclaimed water within each City at a location determined by the BOARD".

2. Subsection 6. Reclaimed Water, of Annex I, Allocation of Operating Costs, of the Interlocal Agreement is hereby amended in its entirety to read as follows:

> 6. Reclaimed Water:
> It is agreed that the disposal of effluent in a cost-effective and environmentally responsible manner is appropriate and necessary for the operation of the Regional Facility, and in that regard, the BOARD shall be authorized to enter into contracts with the Cities of Boynton Beach and Delray Beach, respectively, for the delivery of up to fifty percent (50%) each of the effluent produced and treated by the Regional Facility to the standards required by the Florida Department of Environmental Protection for the utilization of such Reclaimed Water for irrigation and other beneficial uses provided however, the Board may also enter into contracts with third parties to use the reclaimed water effluent if authorized by each City and in an amount authorized by each City. The Charge to each City

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shall be in accordance with a formula approved by the Board each year. The revenues received from the sale of such Reclaimed Water by the BOARD to the said Cities shall be applied to the operating budget of the BOARD. Notwithstanding any provision herein to the contrary, the Cities of Boynton Beach and Delray Beach shall be entitled to temporarily or permanently assign a portion of their allocated 50% share in the Reclaimed Water effluent to the other City, subject to the parties entering into an Interlocal Agreement with respect thereto and providing the BOARD with a certified copy of the same.

3. This Amendment shall become effective upon ratification by a majority vote of each City Commission.

4. This Amendment shall be filed with the Clerk of the Court in the Fifteenth Judicial Circuit in West Palm Beach, Florida.

5. The Interlocal Agreement as heretofore amended shall remain in full force and effect, altered only to the extent of this Agreement.

RESOLVED this 17th day of November, 2005, by a 7-0 vote.

Chairman

Attest:

Secretary

Approved as to form:

By:
Board Attorney

The undersigned Cities of Delray Beach and Boynton Beach hereby ratify the action taken by the South Central Regional Wastewater Treatment and

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Disposal Board in accordance with the foregoing Amendment to Interlocal Agreement

ATTEST:

City Clerk

CITY OF DELRAY BEACH, FLORIDA

By: _____
Mayor

Approved as to form:

_____
City Attorney

ATTEST:

City Clerk

CITY OF BOYNTON BEACH, FLORIDA

Mayor

Approved as to form:

_____
City Attorney

F:\docs\Reclaim\Sixth Amendment to Interlocal v 6.doc

NOT A CERTIFIED COPY

Return to: (enclose self-addressed stamped envelope)

Name:

Address:

CFN 20130016143
OR BK 25710 PG 1916
RECORDED 01/11/2013 09:07:38
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1916 - 1917; (2pgs)

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Prepared by and Return to:
Roger G. Saberson P.A.
70 S.E. 4th Ave.
Delray Beach, FL 33483

AGENDA ITEM K1

SEVENTH AMENDMENT TO INTERLOCAL AGREEMENT

THIS SEVENTH AMENDMENT TO INTERLOCAL AGREEMENT is made and entered into this 8th, day of November, 2012 by and between the **CITY OF BOYNTON BEACH, FLORIDA,** a municipal corporation, hereinafter referred to as "BOYNTON", and the **CITY OF DELRAY BEACH, FLORIDA,** a municipal corporation, hereinafter referred to as "DELRAY".

WITNESSETH:

WHEREAS, BOYNTON and DELRAY pursuant to Section 163.01, Florida Statutes, have heretofore entered into that certain Interlocal Agreement dated the 26th day of December, 1974 ("Interlocal Agreement"), establishing the South Central Regional Wastewater Treatment and Disposal Board (the "BOARD"), as amended by, First Amendment dated May 27, 1981, by Second Amendment dated September 15, 1983, by Third Amendment dated October 19, 1995, by Fourth Amendment dated February 18, 2003, by Fifth Amendment dated September 7, 2004, and by Sixth Amendment dated January 9, 2006; and,

WHEREAS, the BOARD desires to amend Section 3. Powers and Procedures, by amending Subsection (A) 3. to provide that a quorum for the purpose of transacting business shall consist of not less than four (4) members comprised of not less than two (2) members of the City Commission of BOYNTON and not less than two (2) members of the City Commission of DELRAY.

NOW, THEREFORE, be it agreed and resolved as follows:

That certain Interlocal Agreement entered into on the 26th day of December, 1974, by and between the City of Boynton Beach, Florida, and the City of Delray Beach, Florida is hereby amended as follows:

1. Section 3. Powers and Procedures Subsection (A) 3., is hereby amended in its entirety to read as follows:

"(A) 3. A quorum for the purpose of transacting business shall consist of not less than four (4) members comprised of not less than two (2) members of the City Commission of BOYNTON and not less than two (2) members of the City Commission of DELRAY."

2. This Seventh Amendment shall become effective upon ratification by a majority vote

of the City Commission of BOYNTON and the City Commission of DELRAY.

3. This Seventh Amendment shall be filed with the Clerk of the Circuit Court in the Fifteenth Judicial Circuit in West Palm Beach, Florida.

4. The Interlocal Agreement as heretofore amended shall remain in full force and effect, altered only to the extent of this Seventh Amendment.

RESOLVED and AGREED to this 8th day of November, 2012 by a 6-0 vote.

SOUTH CENTRAL REGIONAL WASTEWATER TREATMENT AND DISPOSAL BOARD

ATTEST:

Secretary /Al Jacquet

By: _____
Chairman/Angelet Gray

Approved as to form:

Board Attorney /Roger Saberson

The undersigned Cities of Delray Beach and Boynton Beach do hereby ratify and agree to the action taken by South Central Regional Wastewater Treatment and Disposal Board to amend the Interlocal Agreement in accordance with the foregoing Seventh Amendment to Interlocal Agreement.

ATTEST:

City Clerk- Deputy

CITY OF BOYNTON BEACH, FLORIDA

Woodrow Hay, Mayor

Approved as to Form:

City Attorney

ATTEST:

City Clerk

CITY OF DELRAY BEACH, FLORIDA

By: _____
Nelson S. McDuffie, Mayor

Approved as to Form:

City Attorney

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CFN 20170026031
OR BK 28848 PG 0400
RECORDED 01/23/2017 14:43:59
Palm Beach County, Florida
Sharon R. Bock,CLERK & COMPTROLLER
Pgs 0400 - 404; (5pgs)

Record & Return to:
Bradley W. Biggs, PA
12161 Ken Adams Way, Ste.110-O-1
Wellington, FL 33414

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EIGHTH AMENDMENT TO INTERLOCAL AGREEMENT

THIS EIGHTH AMENDMENT TO INTERLOCAL (the "EIGHTH AMENDMENT") to the above-referenced Agreement, entered into this 25th day of August, 2016 and effective as provided herein below, by and between CITY OF BOYNTON BEACH, FLORIDA, a municipal corporation, hereafter referred to as "BOYNTON", and the CITY OF DELRAY BEACH, FLORIDA, a municipal corporation hereinafter referred to as "DELRAY".

WITNESSETH

WHEREAS, BOYNTON and DELRAY pursuant to Section 163.01, Florida Statutes, have heretofore entered into that certain Interlocal Agreement dated the 26th day of December, 1974 ("Interlocal Agreement"), establishing the South Central Regional Wastewater Treatment and Disposal Board 9the "BOARD"), as amended by, First Amendment dated May 27th, 1981, by Second Amendment dated September 15, 1983, by Third Amendment dated October 19, 1995, by Fourth Amendment dated February 18, 2003, by Fifth Amendment dated September 7, 2004, by Sixth Amendment dated January 9, 2006, and by Seventh Amendment dated November 8, 2012, and

WHEREAS, the BOARD desires to amend Section 10: Operation of Regional Facility. as was amended by the First Amendment, by adding alternative "E" as another method of operation for the facility; and

WHEREAS, the BOARD desires to amend Section 3(A)4. to be internally consistent with the Seventh Amendment to the Interlocal regarding actions taken through BOARD votes; and

WHEREAS, the Board desires to amend Subsection 3(C)6 concerning surplus money allocation

WHEREAS, Sections 3(D), 5 and 6 of the Interlocal Agreement contain references to an "Executive Director and the Board desires to reclassify the "Executive Director" position to a "Plant Manager" in accordance with the new method of operation adopted herein as alternative "E" at Section 10 along with providing reference to financial policies which are required to be followed;

NOW THEREFORE, be it agreed and resolved as follows:

That certain Interlocal Agreement entered into on the 26th day of December, 1974, by and between BOYNTON and DELRAY is hereby amended as follows:

1. Section 3 of the Interlocal at Subsection 3(A), as amended previously by the 7th Amendment, shall be further amended at Subsection 3(A)4. to read as follows:

   4. The concurring vote of ~~seventy percent (70%)~~ a majority of the members present, ~~including the concurring vote of at least two (2) members of each Council~~ shall be necessary to decide any question. An evenly divided vote (e.g. 2-2 or 3-3, etc.,) shall be considered "No Action" and shall require another motion to be made for consideration by the membership present in order to take another action.

2. Section 3 of the Interlocal at Subsection 3(C) shall be further amended at Subsection 3(C)6. to read as follows:

   6. Return any surplus money accumulated to the Cities or address deficits in operating funds, if any, pursuant to policies adopted by the Board concerning such surplus or deficit situations. ~~in their proportion of ownership of the facilities.~~

3. Section 3 of Interlocal at Subsection 3(D), as amended previously by the 2nd Amendment, shall be further amended to read as follows:

   "(D) "An independent… After initial approval by the Operating Committee, an annual report of the Board business shall be made available to the public by the ~~Executive Director~~ Plant Manager in such form as will disclose pertinent facts concerning the activities and finances of the South Central Regional Wastewater Treatment and Disposal Board."

4. Section 5 of the Interlocal, as amended previously by the 2nd Amendment, shall be further amended to read as follows:

   "Section 5: Authority to hire and discharge ~~Executive Director~~ Plant Manager.

   The Board may hire and discharge ~~an Executive Director~~ the Plant Manager by the concurring vote of the Board, as set forth in Section 3 above, provided, however, no such action to hire or discharge such ~~Executive Director~~ Plant Manager shall be effective unless approved also by the Operating Committee referenced at Subsection 10E. ~~a majority vote of both City Councils acting independently of the Board.~~

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5. Section 6 of the Interlocal, as amended previously by the 2nd Amendment, shall be further amended at its first paragraph to read as follows:

"Section 6: Duties and authority of ~~Executive Director~~ Plant Manager.

The ~~Executive Director~~ Plant Manager shall be the administrative head of the Regional Facility. ~~He~~ This position shall be responsible be responsible to the Board for the proper administration of all affairs of the Board and of the Regional Facility, subject to oversight by the Operating Committee referenced at Subsection 10E. ~~and~~ To that end, subject to the provisions of this Interlocal Agreement, the ~~Executive Director~~ Plant Manager shall have the power and shall be required to:"…

6. Section 6 of the Interlocal, at Subsection 6C, shall be amended to read as follows:

(C) financial report. Prepare and submit to the Board as of the end of the fiscal year a complete report on the finances and administrative activities of the Regional Facility for the preceding year.

Such financial report shall be in conformance with financial policies as approved by the Board from time to time which may include, but not be limited to, the following: fund balance reserves; investment policies; account policies; excess fund calculation policy; or any other adopted financial policies deemed appropriate by the Board.

7. Section 10 of the Interlocal Agreement is hereby amended by adding the following Subsection "E" to read as follows:

E. The Board may appoint an Operating Committee consisting of one staff member from each member City along with a Plant Manager (the "Operating Committee"). The City Manager of Boynton Beach and Delray Beach shall nominate a staff member for Board approval. The Operating Committee would agree to meet weekly or bi-weekly, at their discretion, to review and approve all financial and human resources decisions within Board Policies, review and provide input on operational and maintenance activities, and provide input on capital improvements at the regional facility. The daily operations and project management as set forth in Section 6. hereinabove would be the responsibility of the Plant Manager which responsibilities may include, but not be limited to, the following: daily plant operations; capital project implementation; oversight of Board staff; recommendations on purchases and payments to Operating Committee; and responsibility for regulatory compliance. Additional responsibilities may be delineated by the Board as recommended by the Operating Committee for this position.

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8. Annex I , Allocation of Operating Costs. of the Interlocal Agreement is hereby amended at paragraph 1. Proration of Operation Costs. as follows:

Boynton and Delray have agreed to pay to the Board a proportional part of the Board's "operating costs" as used herein and in the Interlocal agreement to which this is attached which are defined pursuant to financial policies adopted by the Board. ~~as the total cost of all operation, supervision, management, maintenance, repair, renewal and replacement expenses and all other operating expenses.~~ The portion of operation costs paid by each City shall be as set forth in financial policies adopted by the Board ~~based on the ratio that each City's flow bears to the total flows~~. Said costs shall be billed on a monthly basis and shall be payable by each City to the Board within a reasonable time period ~~ten (10) days~~ after receipt of the invoice for same.

9. This Eighth Amendment shall become effective upon ratification by a majority vote of each City Council.

10. This Eighth Amendment shall be filed with the Office of the Clerk and Comptroller of Palm Beach County, Florida.

11. The Interlocal Agreement as heretofore amended shall remain in full force and effect, altered only to the extent of this Eighth Amendment.

NOT A CERTIFIED COPY

RESOLVED this 25 day of August, 2016, by a 4-0 vote.

Jordana Jarjura

Chairman Jordana Jarjura

Attest:

Secretary Mitch Katz

The undersigned Cities of Delray Beach and Boynton Beach do hereby ratify and agree to the action taken by South Central Regional Wastewater Treatment and Disposal Board to amend the Interlocal Agreement in accordance with foregoing Eighth Amendment to Interlocal Agreement.

ATTEST:

City Clerk

CITY OF BOYNTON BEACH, FLORIDA

Mayor Steven Grant

Approved as to Form:

City Attorney

Date: Dec. 27, 2016

ATTEST:

City Clerk

CITY OF DELRAY BEACH, FLORIDA

Mayor Cary Glickstein

Approved as to Form:

Interim City Attorney, Janice Rustin

Date: November 1, 2016

NOT A CERTIFIED COPY

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/18/2025

Proposed Resolution No. R25-047- Amend CIP 303 Fund project number RP2416 from $73,234 to $88,234, by utilizing $15,000 from fund balance, to cover for a change order to PO 241337, for a total amount of $203,080.80, for unforeseen issues during the construction of Little League/High Point Privacy Wall construction.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-047.

Explanation of Request: During the excavation of the footers for the new precast wall, two cables were found 4'-0" down, running along the whole length of the new wall. It was determined that two cables were directionally bored to the cell tower and back along the road to SW 3rd Street.

The contractor proposed to furnish supervision, labor, equipment, and materials to perform the hydro excavation of footers, which will require a Purchase Order change order increase of $12,100.

The City issued PO 241337 to Anzco, Inc. for the installation of a privacy wall on Little League Road/High Point for an amount of $186,365. The permit fees plus the PO change order increase brings the project total to $203,080.80.

How will this affect city programs or services? There will be no effect on any city programs or services.

Budgeted Item: Yes

Account Line Item and Description: PARKS IMPROVEMENTS - 303-4220-572.63-05 - RP2416 - Little League Park Privacy Wall.
FUND BALANCE APPROPRIATED - 303-0000-389.91-00

Fiscal Impact: This a budgeted Item, a Budget Amendment will be required for the amount of $15,000.

Attachments:
R25-047 Agenda Item 2705-2025 CIP Budget Amendment (1).docx
Exhibit A to Resolution - FY24-25 BT 02.18.25 Anzco Budget CIP (Fund 303).pdf
PO 241337 - Anzco, Inc - Little League High Point Wall
CO1 - PO 241337 - Anzco, Inc

Hydro Excavation- Change order 1.pdf
CIP - SON - Little League Road Privacy Wall 1.pdf

RESOLUTION NO. R25-047

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A CAPITAL APPROPRIATION AMENDMENT FOR FISCAL YEAR 2024-2025, CIP BUDGET FOR PROJECT NO. RP2416 FOR THE LITTLE LEAGUE PRIVACY WALL BY UTILIZING $15,000 FROM THE FUND BALANCE, INCREASING THE PARKS IMPROVEMENT FUND FROM $73,234 TO $88,234; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Fiscal Year 2024-2025 Budget was adopted on September 23, 2024; and

WHEREAS, staff is requesting Commission approval to amend the Fiscal Year 2024-2025 budget as noted specifically on Exhibit A; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve a Capital Appropriation Amendment for Fiscal Year 2024-2025, CIP Budget for Project No. RP2416 for the Little League Privacy Wall by utilizing $15,000 from the Fund Balance, increasing the Parks Improvement Fund from $73,234 to $88,234.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve a Capital Appropriation Amendment for Fiscal Year 2024-2025, CIP Budget for Project No. RP2416 for the Little League Privacy Wall by utilizing $15,000 from the Fund Balance, increasing the Parks Improvement Fund from $73,234 to $88,234 as further detailed in Exhibit A, attached hereto.

SECTION 3. This Resolution shall take effect in accordance with law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

CITY OF BOYNTON BEACH
CAPITAL APPROPRIATION AMENDMENTS
BUDGET YEAR 2024-25, Commission Meeting 02/18/25

Exhibit A

		2024/25 ADOPTED BUDGET	Amendment Revenue	Amendment Budget	2024/25 AMENDED BUDGET	AMENDMENT related to PROJECT NUMBER	Project Name / Comments/ Vendor
GENERAL FUND							
303-0000-389.91-00	FUND BALANCE APPROPR	$ 2,076,240	15,000		$ 2,091,240		
	Adopted Fund Total Revenues	**$ 8,904,883**	**$ 15,000**		**$ 8,919,883**		
303-4220-572.63-05	PARKS IMPROVEMENT	73,234		15,000	88,234	RP2416	Little League Privacy Wall
	Adopted Fund Total Expenses	**$ 8,904,883**		**$ 15,000**	**$ 8,919,883**		

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST OCEAN AVE
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 241337
DATE: 05/16/24

VENDOR 14283

TO: ANZCO, INC.
9671 CAROUSEL CIRCLE SOUT
BOCA RATON, FL 33434

SHIP TO:
City of Boynton Beach
CITY MANAGER OFFICE
100 EAST OCEAN AVE
BOYNTON BEACH, FL 33435

REQUISITION NO. 87264	ORDERING DEPARTMENT: DADENA/ CM		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	* CONTRACT NO.	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.00	DL	INSTALLATION OF PRIVACY WALLON LITTLE LEAGUE ROAD	86365.0000	186365.00

REMARKS:
INSTALLATION OF PRIVACY WALL ON
LITTLE LEAGE ROAD
QUOTE DATED 04/10/2024
NOT TO EXCEED $200,000 W/O COMMISSION APPROVAL
CERTIFICATE OF INSURANCE EXPIRES 02/22/2025

PROCUREMENT SERVICES: Maria Fredenbsen May 16, 2024	P.O. TOTAL:	186365.00

FLORIDA STATE SALES TAX EXEMPTION CERTIFICATE NO. 85-8012621544C-0

THE CITY OF BOYNTON BEACH IS EXEMPT FROM FEDERAL EXCISE TAXES: WHERE TAX APPLIES INVOICE MUST SHOW GROSS PRICE, AMOUNT OF THE TAX, AND NET PRICE. EXEMPTION CERTIFICATE WILL BE FURNISHED UPON REQUEST.

IMPORTANT INSTRUCTIONS

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, TICKETS, INVOICES, STATEMENTS, AND CORRESPONDENCE.

MAIL INVOICES TO:
FINANCIAL SERVICES DEPARTMENT
P.O. BOX 310
BOYNTON BEACH, FL 33425-0310

1 RENDER SEPARATE INVOICE FOR THIS ORDER OR FOR EACH SHIPMENT THEREON IMMEDIATELY FOLLOWING SHIPMENT.

2 PREPAID FREIGHT CHARGEABLE TO THE CITY OF BOYNTON BEACH MUST BE SUPPORTED BY CARRIER'S RECEIPT.

3 INVOICES AND STATEMENTS SUBJECT TO CASH DISCOUNT SPECIFIED HEREON.

ORIGINAL

CITY OF BOYNTON BEACH
GENERAL TERMS AND CONDITIONS

Tax Exemption:

The City (buyer) is tax exempt, ID# 85-8012621544C-0

Acceptance of Contract:

This order is the City's offer to purchase the goods and/or services described on the reverse side from the Vendor (seller). The City's placement of this order is expressly conditioned upon the Vendor's acceptance of all the terms and conditions of purchase contained on or attached to this Purchase Order ("Contract").

Amendments:

No agreement or understanding to modify this Contract shall be binding upon the City unless in writing and signed by the City's authorized agent. All specifications, drawings, and data submitted to the Vendor with this order are hereby incorporated and made a part hereof.

Compliance with Laws:

The Vendor certifies that in performing this Contract, they will comply with all applicable provisions of the federal, state and local laws, regulations, rules and orders.

Delivery:

All prices must be F.O.B. destination. Time is of the essence on this Contract. If completed deliveries are not made at the time agreed, the City reserves the right to cancel or purchase elsewhere and to hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise the City, in writing of the earliest possible shipping date for acceptance by the City.

Inspection:

Goods and Material must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of the delivery, the goods shall be returned at no cost to the City. The City reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

Laws Governing:

This Contract shall be governed by and construed according to the laws of the State of Florida. Venue shall be in the Circuit Court for the 15th Judicial Circuit, In and For Palm Beach County, Florida.

Material Safety Data Sheets:

Proper Material Safety Data Sheets, in compliance with OSHA's Hazard Communications Standard, must be provided by the Vendor to the City at the time of purchase or delivery.

Patents and Copyrights:

If an article sold and delivered to the City hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless the City from and against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such articles by the City in violation or right under such patent or copyright.

Payment:

All invoices shall be addressed to the ordering department at City of Boynton Beach, P.O. Box 310, Boynton Beach, FL 33425-0310, as indicated on the front of this Purchase Order and must include Vendor's name and phone number, and clearly list quantities, item descriptions and units of measure.

Public Records:

The City of Boynton Beach is public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK'S OFFICE
100 EAST OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@BBFL.US

E-Verify:

By accepting this Purchase Order, Vendor/Contractor and any sub-contractors related to this purchase becomes obligated to comply with section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system. Please contact the Purchasing Division for more information if you are unsure of the requirements this imposes.

Risk of Loss:

Vendor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to acceptance by the City. No such loss, injury or destruction shall release Vendor from any obligations hereunder.

Scrutinized Companies - Sections 287.135 and 215.473, Fla. Stat.:

Vendor certifies that Vendor is not participating in a boycott of Israel. Vendor further certifies that Vendor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Vendor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Vendor of the City's determination concerning the false certification. Vendor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Vendor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to section 287.135, Florida Statutes, as amended from time to time.

Uniform Commercial Code:

All applicable portions of the Florida Uniform Commercial Code shall govern this Contract with the City

Warranty:

The Vendor warrants to the City that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications or standards incorporated herein, and/or defects in materials, workmanship, and free from such defects in design. In addition, Vendor warrants that the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

Termination:

Upon thirty (30) calendar days' written notice to Vendor, City may, without cause and without prejudice to any other right or remedy, terminate this Agreement for City's convenience. Where the Agreement is terminated for the convenience of City, the notice of termination to Vendor must state that the Agreement is being terminated for the convenience of the City under this termination clause, the effective date of the termination, and the extent of termination. Vendor shall be paid for the services up to and including the effective date of the termination. This shall mean payment for all completed tasks and payment for uncompleted tasks based upon a percentage of completion of such uncompleted tasks. Vendor shall not be paid on account of loss of anticipated profits or out of or resulting from such termination.

Indemnification and Insurance:

Vendor shall define, indemnify and hold City, its employees, its customers and users of the purchased goods and/or services, harmless from any property damage, personal injuries, or death arising out of Vendor's (or its subcontractors) work or performance hereunder and shall procure and maintain liability insurance as required by the City. Nothing contained in this Contract shall waive City's sovereign immunity.

Conflict:

In the event of any conflict or ambiguity by and between the terms and provisions of this Contract and any other document the Parties agree the terms and provisions contained in this Contract shall control to the extent of any such conflict or ambiguity.

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST OCEAN AVE
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 241337
DATE: 05/16/24

VENDOR 14283

TO: ANZCO, INC.
9671 CAROUSEL CIRCLE SOUT
BOCA RATON, FL 33434

SHIP TO:
City of Boynton Beach
CITY MANAGER OFFICE
100 EAST OCEAN AVE
BOYNTON BEACH, FL 33435

REQUISITION NO. 87264	ORDERING DEPARTMENT: DADENA/ CM		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	* CONTRACT NO.	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.00	DL	INSTALLATION OF PRIVACY WALLON LITTLE LEAGUE ROAD	86365.0000	186365.00

REMARKS:
INSTALLATION OF PRIVACY WALL ON
LITTLE LEAGE ROAD
QUOTE DATED 04/10/2024
NOT TO EXCEED $200,000 W/O COMMISSION APPROVAL
CERTIFICATE OF INSURANCE EXPIRES 02/22/2025

PROCUREMENT SERVICES: Maria Fredericks May 16, 2024	P.O. TOTAL: 186365.00
ACCOUNT NO. 303-4220-572.63-05 PROJECT RP2416	

RECEIVING

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST OCEAN AVE
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 241337
DATE: 05/16/24

VENDOR 14283

TO: ANZCO, INC.
9671 CAROUSEL CIRCLE SOUT
BOCA RATON, FL 33434

SHIP TO:
City of Boynton Beach
CITY MANAGER OFFICE
100 EAST OCEAN AVE
BOYNTON BEACH, FL 33435

REQUISITION NO. 87264	ORDERING DEPARTMENT: DADENA/ CM		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	* CONTRACT NO.	COMMISSION APPROVED:	

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.00 DL	INSTALLATION OF PRIVACY WALLON LITTLE LEAGUE ROAD	86365.0000	186365.00

REMARKS:
INSTALLATION OF PRIVACY WALL ON
LITTLE LEAGE ROAD
QUOTE DATED 04/10/2024
NOT TO EXCEED $200,000 W/O COMMISSION APPROVAL
CERTIFICATE OF INSURANCE EXPIRES 02/22/2025

PROCUREMENT SERVICES: Mara Frederiksen May 16, 2024	P.O. TOTAL: 186365.00
ACCOUNT NO. 303-4220-572.63-05 PROJECT RP2416	

DEPARTMENT

FINANCE/PROCUREMENT

BLANKET & PURCHASE ORDER / CHANGE ORDER REQUEST FORM

2023 - 2024

Date: October 7, 2024 **2023-2024 PO #:** 241337-change order 1

Requesting Department: Special Services **Contact Person:** G Mootz-PAP

Explanation for Purchase / Change Order:
Little League privacy wall - Hydro Excavation of footers, to include labor, equipment and materials

Recommended Vendor Anzco Inc **VENDOR #**

Request Amount: $12,100.00

Source for Purchase (attach backup materials/bids/quotes and/or sole source letters)

- ☐ State Contract # _____
- ☐ SNAPS* _____
- ☐ Piggy-Back* Agency
- ☐ $500-$1999 (1 quote-incl in explanation)
- ☐ GSA* _____
- ☐ PRIDE/RESPECT* _____
- ☐ SOLE SOURCE (requires letter from manufacturer)
- ☐ BID* _____
- ☐ $2000-$34,999.00 (3 written quotes-attached)

Change Order (attach backup materials/bids/ or quotes)

Commission Approved Annual Exp: _____ Date Comm App: _____

☑ ***INCREASE to Original Blanket PO #*** 241337
Increase Amount: $12,100.00

Original PO Amt: ***$186,365.00***
PO Amt w/Prior Change Orders: _____
New PO Total: ***$ 198,465.00***

☐ ***DECREASE to Original Blanket PO #*** _____
Decrease Amount: _____

Original PO Amt: _____
PO Amt w/Prior Change Orders: _____
New PO Total: _____

Fund Source: (confirm funds are available prior to sending to Purchasing)

Item Description	Account No.	Budgeted Amt.	Est. Annual Expenditure.
little league park-impvts other - parks	303-4220-572-63-05 RP2416	$	$

Approvals:

Department Head/Designee _____ Date 10/8/2024

Finance Director _____ Date _____

Any questions? Please refer to Policy Manual: S/Procurement Services info/Policies Procurement Services APM Chapter 10/APM4

PROPOSAL

Anzco Inc.

9671 Carousel Circle South
Boca Raton, Fl. 33434
1009 NW 31st Ave
Pompano Beach, Fl. 33069
Phone: 561-699-3602
Email: jzak@anzcoinc.com
CGC 1518065

Date: 9/10/24
QUOTE NO. **91024**

Project: High Point Privacy wall
300 West Little League Road
Boynton Beach, Fl. 33435

Drawings: Unforeseen jobsite condition

Attention: Gail Mootz, PM
Dear Gail,

We propose to furnish supervision, labor, and equipment and materials to perform the following scope of work: Hydro excavation of footers

During the excavation of the footers for the new precast wall two cables were found 4'-0" down running along the whole length of the new wall. Locates and GPR did not indicate the any lines in our wall line. It was determined later that day that Crowncastle had directionally bored two cables without the city's knowledge and these cables run to the cell tower and back along the road to SW 3rd Street.

Precast wall -hydro excavation	$11,000.00
Anzco 10% overhead and profit	$ 1100.00
Total Cost	$12,100.00

If there are any questions, please do not hesitate to call.

Sincerely yours,

John B. Zak

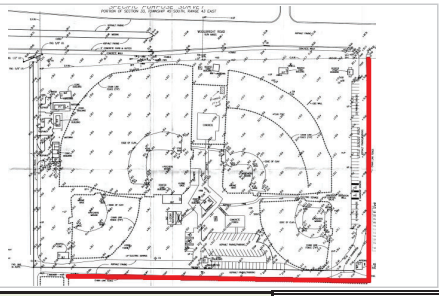
Capital Improvement Program
Project Information & Financial Plan Form

Project Title:	Little League Road Privacy Wall		**Location:**	Rec and Parks	
Project #:	RP23XX		**Project Type:**		
		Amount			
Project G/L #:	303 -		**Project Manager:**	Gail Mootz	Design
				Gail Mootz	Construction
			Project Duration	1 Year	

PROJECT DESCRIPTION

Design and Construct a 6' high privacy fence/wall along the South and East R/W of Little League Road

PROJECT PICTURE (Copy and Paste or Insert)



BUSINESS CASE

The project will improve privacy for residents along Little League Road, during and after construct of Little League Park renovations and during Little League seasons.

DISTRICT

PROJECT SCHEDULE	**Start**		**Completion**		**PROJECT CRITERIA**	
	Estimated	Actual	Estimated	Actual	Replacement of Facilities/Equipment (New)	✓
Planning / Study					Expansion of Facilities (Modification)	✓
Design	08/2023				Enhance Service to Public	✓
Contract Advertise/Award					Regulatory or Commission Mandate	
Construction	10/2023				Reduce Costs	
Project In Service Date					Generate Revenue	✓
PROJECT PRIORITY	**High**	✓	Critical - tied to mandates or safety		Health & Safety	
	Medium		Maintain level of service, operational savings		Security / Fire Control	
	Low		Moderate benefit		ADA Complaince	✓

RISKS/CHALENGES

SOURCE OF FUNDS	**Prior Years**	**FY 23/24**	**FY 24/25**	**FY 25/26**	**FY 26/27**	**FY 27/28**	**Project Total**
General Gov't CIP Fund (302)							$ 0.00
Local Gov't Surtax Cap Fund (303)		$ 150,000.00					$ 150,000.00
Local Option Gas Tax (104)							$ 0.00
Parks & Rec Trust Fund (141)							$ 0.00
Rec Program Revenue Fund (172)							$ 0.00
Public Service-Debt Fund (207)							$ 0.00
Utility Cap Improv Fund (403)							$ 0.00
Utility Cap-Fees (404)							$ 0.00
Golf Fund (411)							$ 0.00
Debt							$ 0.00
Grant(s)							$ 0.00
Grant Name(s):	(1) _____ and _____ % share)				(2) _____ and _____ % share)		
TOTAL	$ 0.00	$ 150,000.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 150,000.00

USE OF FUNDS	**Prior Years**	**FY 23/24**	**FY 24/25**	**FY 25/26**	**FY 26/27**	**FY 27/28**	**Project Total**
Planning/Design		$ 20,000.00					$ 20,000.00
Construction		$ 130,000.00					$ 130,000.00
Furniture & Equipment							$ 0.00
Technology Software/Hardware							$ 0.00
Art (1% of Construction)							$ 0.00
Contingency							$ 0.00
Program Management							$ 0.00
TOTAL	$ 0.00	$ 150,000.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 150,000.00

Impact on Operating Budget	**Prior Years**	**FY 23/24**	**FY 24/25**	**FY 25/26**	**FY 26/27**	**FY 27/28**	**Project Total**
Revenues (List:_____)							$ 0.00
Personnel							$ 0.00
Other Operating							$ 0.00
Supplies							$ 0.00
Capital Outlay							$ 0.00
TOTAL	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00

	Date		**Date**
Submitted by: Gail Mootz	03/29/22	**Dept. Director:** Andrew Mack	03/29/23

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/18/2025

Proposed Resolution No. R25-051- Approve the First Amendment to the Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency for Funding an on-demand transportation services pilot program extending the Interlocal Agreement for a one-year period.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-051.

Explanation of Request: The CRA Board approved the contract with Circuit, Inc. for the CRA pilot ride share program which provides all-electric on-demand transportation services.

In order to provide dedicated parking locations, electrical service for the charging, ride share service to the Ocean Front Beach Park and potential fixed route ride share service for City Events, an Interlocal Agreement with the City was required to fund any service outside of the CRA boundaries and allow reimbursement of EV charging costs.

An amended ILA is needed in order to extend the rideshare service beyond March 5, 2025 for a period of one (1) year.

How will this affect city programs or services?

The service will serve visitors, residents, and workers by providing a convenient, efficient mobility option to circulate primarily throughout the BBCRA boundaries and transportation to Oceanfront Park.

Budgeted Item: Yes

Account Line Item and Description: 001-2710-572-49.17

Fiscal Impact:

Fully budgeted. Estimated cost $60,000.

Attachments:
R25-051 Agenda Item 2767-2025 Resolution for First Amendment to CRA funding Interlocal for Transportation Pilot.docx
Exhibit A to Resolution - First_Amendment_to_Circuit_Interlocal_Agreement_as_of_02-04-2025.pdf

02.11.25 Agenda Cover for Circuit ILA
01-18-24_CRA_Meeting_Minutes_Circuit_Approval.pdf
Exhibit_A_Scope_of_work_final_approved_1.19.24.pdf
24_0305_Fully_Executed_R24-041_and_Circuit_ILA.pdf
23_0129_Fully_Executed_Circuit_Agreement.pdf

RESOLUTION NO. R25-051

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR FUNDING AN ON-DEMAND TRANSPORTATION SERVICES PILOT PROGRAM EXTENDING THE INTERLOCAL AGREEMENT FOR ONE YEAR; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of Boynton Beach Community Redevelopment Agency ("CRA") and Circuit Transit, Inc. ("Contractor") entered into an agreement ("Circuit Agreement") for the provision of on-demand transportation services; and

WHEREAS, pursuant to an amendment to the Circuit Agreement, the Circuit Agreement may be extended for a period of one year and may be further extended pursuant to two (2) options to extend for one year; and

WHEREAS, on March 5, 2024, the City of Boynton Beach ("City") and the CRA entered an Interlocal Agreement for funding an on-demand transportation services pilot program, approved by Resolution No. R24-041; and

WHEREAS, the Interlocal Agreement is set to terminate on March 5, 2025; and

WHEREAS, the City and CRA desire to extend the Interlocal Agreement for a one-year term; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve the First Amendment to the Interlocal Agreement between the City and CRA for funding an on-demand transportation services pilot program extending the Interlocal Agreement for one year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve a First Amendment to the Interlocal Agreement between the City and the CRA for funding

an on-demand transportation services pilot program extending the Interlocal Agreement for one year (the "Amendment"), in form and substance similar to that attached as Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Amendment. The Mayor is further authorized to execute any ancillary documents necessary to accomplish the purposes of this Resolution.

SECTION 4. Upon full execution of the Amendment, the Amendment shall be filed with the Clerk of the Circuit Court of Palm Beach County, Florida, as required by Section 163.01(11), Florida Statutes.

SECTION 5. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR FUNDING AN ON DEMAND TRANSPORTATION SERVICES PILOT PROGRAM.

This FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR FUNDING AN ON DEMAND TRANSPORTATION SERVICES PILOT PROGRAM ("First Amendment") is entered into by and between the **CITY OF BOYNTON BEACH**, a Florida Municipal Corporation, ("CITY"), and the **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY**, ("CRA") (individually a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, the CRA and Circuit Transit, Inc. ("Contractor") entered into an agreement ("Circuit Agreement") for the provision of on-demand transportation services; and

WHEREAS, pursuant to an amendment to the Circuit Agreement, the Circuit Agreement may be extended for a period of one year, and may be further extended pursuant to two (2) options to extend for one year; and

WHEREAS, the Parties entered into the INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR FUNDING AN ON DEMAND TRANSPORTATION SERVICES PILOT PROGRAM ("Agreement") on March 5, 2024 to allow the City to provide funding for a portion of such on-demand transportation services; and

WHEREAS, the Agreement is set to terminate on March 5, 2025; and

WHEREAS, the Parties desire to extend the termination date of the Agreement subject to the terms of this First Amendment.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of where are hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

1) **Incorporation.** The recitals and other information above is hereby incorporated herein as if fully set forth.

2) **Term of the Agreement.** The term of the Agreement is hereby extended for an additional one year.

3) **Extension.** In the event the Circuit Agreement is extended pursuant to an option to extend, this Interlocal Agreement shall be extended by the Mayor of the City, and the Board Chair of the CRA, on behalf of their respective entities. The City Manager and Executive Director are hereby approved and authorized to execute extensions to the Agreement to effectuate this paragraph.

4) **Termination.** The Agreement shall automatically terminate upon the termination of the Circuit Agreement, or upon the expiration of its term, whichever is earlier.

5) **Effective Date of this Amendment.** This First Amendment will become effective at the date and time that the last party signs below.

6) **Agreement Unmodified.** The Parties agree that all terms, conditions, and provisions of the Agreement not expressly amended, modified or deleted by this First Amendment shall continue in full force and effect.

7) **Execution.** This First Amendment may be executed in any number of counterparts, any one and all of which shall constitute the agreement of the Parties and each of which shall be deemed an original. To the extent of any conflict between the Agreement and this First Amendment, this First Amendment shall control.

IN WITNESS OF THE FOREGOING**,** the parties hereto have caused this First Amendment to be executed on the day and year written below.

Approved as to Form:

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

_____

CRA Attorney

By: _____

Ty Penserga, CRA Board Chair

Approved as to Form:

CITY OF BOYNTON BEACH

_____

Office of CITY Attorney

By: _____

Ty Penserga, Mayor

COMMUNITY REDEVELOPMENT AGENCY BOARD MEETING OF: February 11, 2025

OLD BUSINESS

AGENDA ITEM 14.E

SUBJECT:
Discussion and Consideration of Approval of the First Amendment to the Interlocal Agreement (ILA) between the CRA and the City of Boynton Beach regarding Contract with Circuit Transit Inc. for the CRA Pilot Ride Share Program

SUMMARY:
On January 18, 2024, the CRA Board approved the contract with Circuit Inc. for the CRA pilot ride share program which provides all-electric on-demand transportation services (see Attachments I - II). The Scope of Work of the Agreement with Circuit Inc. is summarized below (see Attachment III):

- on-demand ride share service with the exception of fixed routes for special events
- initial 6-month contract with the option to renew 6 months
- include the use of two GEM cars and two EV sedans
- provide service from 10 AM - 8 PM (Sunday-Thursday) and 10 AM - 10 PM (Friday and Saturday)
- report back to the Board quarterly once the contract begins

In order to provide dedicated parking locations, electrical service for the charging, ride share service to the Ocean Front Beach Park and potential fixed route ride share service for City Events, an Interlocal Agreement with the City was required to fund any service outside of the CRA boundaries and allow reimbursement of EV charging costs (see Attachment IV). The Interlocal Agreement expires on March 5, 2025.

An amended ILA is needed in order to extend the rideshare service beyond March 5, 2025. Attachment V is the First Amendment to the Interlocal Agreement. Once approved, the ILA will go to the City Commission for final approval.

FISCAL IMPACT:
FY 2024-2025 Budget, Project Fund, Line Item 02-58500-470, $400,000 for Circuit Contract

CRA BOARD OPTIONS:
Approve the First Amendment to the Interlocal Agreement (ILA) between the CRA and the City of Boynton Beach regarding Contract with Circuit Transit Inc. for the BBCRA Pilot Ride Share Program subject to final legal review.

ATTACHMENTS:

Description

- Attachment I - January 18, 2024 CRA Board Meeting Minutes
- Attachment II - CRA/Circuit Executed Contract
- Attachment III - Exhibit A: Scope of Work
- Attachment IV - Executed ILA with Exhibits
- Attachment V - Draft of First Amendment to Circuit ILA

Board Member Kelley moved to table Item 13F until the next meeting. Board Member Hay seconded the motion. The motion passed unanimously.

G. Discussion and Consideration of a Contract with Circuit Transit Inc. for the BBCRA Pilot Ride Share Program

Mr. Tack gave an overview of the Contract with Circuit Transit Inc. for the CRA Pilot Ride Share Program. He commented that at the November Board meeting, the Board gave Staff permission to move forward with negotiations with Circuit.

Board Member Hay inquired, if needed, how long would it take to get another vehicle.

Mr. Bagley, Circuit Transit Inc., replied the time it would take to add an additional vehicle, depends on the type of vehicle. He commented that if it was a sedan, it would be a few weeks, if it was a Gem vehicle, it has a longer order time. He stated that the sedans are going to be the better fit and offer the most flexibility.

Board Member Hay asked who is responsible for the vehicles when they are parked overnight.

Mr. Tack said that the CRA will be responsible, and the CRA is working with the City to provide four parking spaces in the current City parking lot on the corner of East Boynton Beach Boulevard and Seacrest Boulevard. He stated that Circuit would be responsible for liability since the vehicles and equipment belong to them.

Board Member Hay inquired about special events and who is responsible for paying the overtime.

Mr. Tack stated that the way the contract is written, it would not be considered overtime, there would be additional staffing and there is a rate within the contract that would provide the hourly rate structure.

Vice Chair Turkin opened public comments.

No virtual comments. Vice Chair Turkin closed public comments.

Motion:

Board Member Hay moved to approve the agreement with Circuit Transit, Inc. for the CRA Pilot Ride Share Program as presented and authorize the Board Chair to execute, subject to final legal review. Board Member Kelley seconded the motion with discussion.

Board Member Kelley inquired what happens at the end of the six-month agreement.

Janice Rustin, Counsel, replied that at the end of the six months, the contract will automatically be renewed for another six months.

14. New Business

A. Discussion and Consideration of a Request for Proposals for Property Appraisal Services **(Moved to February)**

B. Discussion and Consideration of Purchase of 1111 S. Federal Highway

Mr. Tack gave an overview of the property located at 1111 S. Federal Highway. He said that the CRA Staff actively pursues the purchase of properties within the CRA District in order to spur redevelopment opportunities in accordance with the CRA Plan. He stated that 1111 S. Federal is a vacant lot, approximately .35 acres, which is currently zoned as C3 Community Commercial. He stated that the future development would be a potential mixed use under the Mixed Use Medium Future Land Use Classification. He commented that the development potential would allow mixed use development with a maximum density of 40 to 50 units per acre, and maximum height of 65 to 75 feet.

Board Member Kelley stated that this is prime property with Federal Highway access and proximity to other properties owed by the CRA, and this an opportunity to capture property that has potential.

Board Member Hay stated that it is a good deal and he is in favor of the purchase.

Vice Mayor Turkin stated that he agrees with his colleagues this is a great opportunity.

Vice Chair Turkin opened public comments.

Blair Lee, the Broker for the property, stated that he had conferred with his client who owns the property at 1111 S. Federal Highway. He commented that they discussed a price of somewhere between the list price and $850,000. He noted that the purchase price came in at $891,000. He stated that the owner has continued to get the approvals on the square footage with a site plan, and the owner would like the Board to consider paying the appraised value.

No virtual comments. Vice Chair Turkin closed public comment.

Motion:

Board Member Kelley moved to approve the purchase of the vacant lot located at 1111 S. Federal Highway in the amount of $850,000 and authorize the Board Chair to execute a Purchase and Sale agreement subject to final legal review. Board Member Hay seconded the motion with discussion. The motion passed unanimously.

Board Member Hay inquired if there was anything currently planned for the site.

EXHIBIT A: SCOPE OF WORK

Section 1: Summary of Services

Circuit shall develop, implement and manage a Micro-Transit "On Demand" service (the "Service") within a geo-fenced coverage area described in Exhibit A-1. The Service will have the ability to be on demand and may include supplementary service for special events as specified in this Scope of Work. The Service will serve visitors, residents, and workers by providing a convenient, efficient mobility option to circulate primarily throughout the Boynton Beach CRA boundaries and provide transportation to Ocean Front Beach Park. The Service to the Beach shall be subject to CRA's execution of an interlocal agreement with the City of Boynton Beach for the provision of services to Ocean Front Beach Park.

The Service shall:

A. Operate a 6-month on-demand pilot test in two zones (Zone 1 and Zone 2) covering approximately 1.6 square miles of coverage area as illustrated in Exhibit C ("Service Area"). Zone 1 is located within the boundaries of the CRA. Zone 2 provides service to Ocean Front Beach Park, which is located outside the boundaries of the CRA.
B. Supplement any part of the service with a fixed route for special events and if deemed necessary through data and public needs.
C. Demonstrate the ability to scale up and down the fleet of vehicles and deploy them to various locations based on monthly, weekly, daily, and hourly fluctuations in demand in order to achieve a desired level of service.
D. Operate vehicles that meet the Federal Motor Vehicle Safety Standards and Regulations.
E. Provide a safe and pleasing passenger experience with capable, qualified and courteous drivers.
F. Feature a mobile application downloadable from both the Apple Store and Google Play Store which will have the ability to charge a fee for service via a secured credit card payment system.
G. Provide a dedicated phone line so that users can call and request assistance.
H. Service will be operational within 30 days of the effective date of this Agreement or upon the CRA's execution of an interlocal agreement with the City of Boynton Beach for services, whichever is later. The date of operation may be extended by mutual agreement of the parties if necessary to accommodate installation of infrastructure as required by Section 4 this agreement.
I. Service shall be periodically adjusted based upon needs identified during the term of the Agreement and the availability of funds.

Section 2: Mobile Application

Circuit shall provide a mobile application which provides for the following:

A. Allows riders to request pick up and drop off locations within the Service Area.
B. Allows the user to connect from Zone 1 and Zone 2.
C. At no cost to the CRA, Circuit shall maintain updates to the application, which shall be compatible with smart phones and other mobile devices.
D. Provides for the ability to charge a fee per rider and issue discounts via promo-codes.
E. Provides users with approximate time until pick up.
F. Allows users to rate drivers and provide feedback.
G. Features a Google Maps based map (or equivalent) that identifies the boundaries of the Service Area.
H. After a ride request has been accepted by a driver, depicts the real-time location of vehicles on a map of the Service Area.
I. Ability to track party and usage data.

Section 3: Marketing and Branding

A. In coordination with the CRA, Circuit shall develop and implement a branding strategy, which shall incorporate the logo and name of the CRA and the City of Boynton Beach. Circuit shall not implement any branding strategy without prior written approval from the CRA. Any changes to the branding strategy must be approved in writing by the CRA prior to implementation.
B. Circuit shall develop and implement a marketing program to promote awareness of the program. The CRA shall have the right to request changes to the marketing program.
C. The CRA retains the right to review marketing materials prior to use and to request changes or withdrawal of any marketing materials.

Section 4: Vehicles and Infrastructure

Circuit shall procure, license, operate and maintain vehicles and related infrastructure including charging stations used in the service in accordance with applicable laws and regulations with the following requirements.

A. **Fleet Size**. Unless the parties agree otherwise, Circuit will acquire and operate at its own expense no fewer than two (2) GEM vehicles (inclusive of one (1) ADA accessible GEM vehicle) and two (2) EV Sedans as part of this Service. The parties agree that the hourly rate for the EV Sedans will be the same as the GEM vehicles for the Initial Term and Renewal Term of the Agreement. Circuit shall maintain and operate vehicles to satisfy the minimum levels of service and ADA accessibility requirements.
B. **Specifications**. All vehicles will:
    i. Comply with all applicable laws and regulations.
    ii. Be fully electric.
    iii. Meet all safety standards established by applicable law or regulation.
    iv. Feature luggage carrying capacity.
C. **Branding**. The branding strategy will be applied to all vehicles as follows:
    i. At all times during operation of any vehicles pursuant to this Agreement, Circuit may apply, but is not limited to, branding to all wheels, hoods, front panels, coping, roof and rear fenders, unless otherwise prohibited by the CRA.
    ii. Circuit shall develop a default vehicle wrap to be used when no paying advertiser has been identified for any vehicle or vehicles for a period of 7 days or longer unless otherwise approved by the CRA.
    iii. Exterior and interior advertising will not interfere with the placement or visibility of any branding required by this Agreement, unless otherwise approved by the CRA.
D. **Licensing**. Circuit shall obtain and maintain proper licensing and registration of all vehicles at all times.
E. **Parking and charging stations.** The CRA shall provide four (4) parking spaces that will be reserved exclusively for Circuit's use, which Circuit may use for charging, parking, and storing the vehicles during times of non-operation. The location of the spaces will be as stated in the Interlocal agreement between the CRA and the City. Circuit shall be permitted to install Level 2 EV charging stations and signage at the three (3) of the reserved parking spaces. Circuit shall be solely responsible for the cost of signage, charging equipment, and electrical services required for charging vehicles. The CRA shall ensure that electrical service is available at the reserved spaces. Upon termination of the Agreement, Circuit shall restore the reserved parking spaces to their original condition.
F. **Maintenance and replacement**.

i. At Circuit's sole cost, Circuit shall maintain the interior and exterior of all vehicles in good working order, in accordance with all applicable laws and regulations.
ii. Circuit shall ensure that all vehicles will be free of graffiti, vandalism, defacement and other damage to the satisfaction of the CRA.
iii. Circuit shall replace any vehicle at its sole cost when the vehicle cannot be maintained in good working order, in accordance with applicable laws and regulations, or it is no longer able to be maintained in accordance with the requirements of this Agreement.
iv. Circuit shall use its best efforts to restore or replace non-operational vehicles to operation within three (3) calendar days from the date of any incident requiring the vehicle to be removed from operation. Circuit shall provide verbal and written notice to the CRA of any delay in restoring or replacing a non-operational vehicle that extends beyond three (3) calendar days from the date of malfunction. If the CRA determines that any such delay is due to Circuit's lack of diligence, the CRA will have the right to pursue any remedy provided for in this Agreement, or at law or equity.

Section 5: Staffing

A. General. Circuit shall provide sufficient staffing to maintain levels of service required by this Agreement. All persons providing services pursuant to this Agreement will be employees, contractors or consultants hired by the Circuit. Circuit is solely responsible for all staffing decisions made pursuant to this Contract.
B. Drivers. Circuit shall obtain complete background checks on all drivers, including driving records, criminal checks and employment references, conduct initial drug testing, and provide a training program for newly hired drivers. Circuit shall not hire any convicted felon or any person who has been convicted or pled guilty to driving under the influence of drugs or alcohol as a misdemeanor in any state. Circuit shall not hire a driver with more than three (3) infractions relating to driving a motorized vehicle within the previous 24 months. Circuit to review each driver's driving and criminal records at least annually.
C. Circuit shall provide its employees with a living wage and tips.

Section 6: Attaining and Maintaining Levels of Service (LOS)

A. General. Circuit shall provide an LOS that meets customer demands at all times of Service operations.
B. Service Level review. Circuit and the CRA shall meet at least quarterly to review LOS and determine if any adjustments are necessary. Any agreed upon adjustments will be made in writing.
C. The CRA designates Timothy Tack as the Project Manager and will provide written notification to Circuit of any changes to the Project Manager. The Project Manager shall be Circuit's principal point of contact regarding any matters relating to this Agreement. The Project Manager shall provide all general direction to Circuit regarding performance and provide guidance regarding the CRA' s goals and policies. The Project Manager is authorized to waive or modify any material changes to this Scope of Work changes so long as the changes do not increase Compensation paid to Circuit. Except as provided herein, any modifications to the Scope of Services that increase the Compensation paid to Circuit must be agreed by the parties by written amendment to the Agreement.
D. Circuit designates Jason Bagley as Circuit's Representative for this Agreement. Circuit will provide written notice to the CRA should there be a subsequent Representative change. Circuit's Representative has full right, power and authority to act for Circuit on all matters arising under or relating to this Agreement.
E. Special events. CRA may request additional vehicles for special events. Such request shall be made at least thirty (30) days prior to the special event and may include a request the establishment

of a fixed route for existing vehicles and/or a request additional vehicles, subject to availability. For additional vehicles provided for special events, CRA agrees to pay the regular service hourly rate per vehicle of $34.97 plus the actual cost to transport the vehicle(s) to the requested location, which will be agreed to by the parties in writing, prior to transportation.

Section 7. Trip Sharing

A. Drivers shall be permitted to transport more than one (1) party but no more than five (5) parties in GEM vehicles and four (4) parties in the E-Sedan under the following conditions:
    i. The vehicle must be equipped with individual seatbelts for the driver and each rider.
    ii. All passengers must use seatbelts at all times.
    iii. The total number of passengers, including the driver does not exceed the vehicle's legal capacity.

Section 8: Operational Requirements

A. Circuit and all its employees, officers, managers, staff, subcontractors and subconsultants shall comply with all applicable local, state and federal laws and regulations while performing work pursuant to this Agreement including but not limited to all laws and regulations regarding the safe operation of vehicles.
B. Circuit shall prohibit drivers from texting or using smartphones, or other mobile device, eating, drinking, wearing headphones, and engaging in any activity that may cause the driver to become distracted while driving the vehicle. Parties acknowledge and agree that (i) drivers will only be permitted to wear Bluetooth enabled device or similar technology to provide service provided by this Contract in accordance with all laws governing such devices; and (ii) drivers may use smart phones mounted to the dashboard or windshield of the vehicles only in accordance with all laws governing such devices.
C. Circuit must obtain all permits and approvals required in the ordinary course of business for the safe and legal operation of the Service, including without limitation, permits or approvals from the Florida Department of Highway Safety and Motor Vehicles, . Circuit is responsible for obtaining any permits and approvals required by the State of Florida for operation of the Service.
D. Circuit to require all persons using the Service to comply with applicable local, state and federal laws and regulations relating to the use of seatbelts and alcohol consumption in vehicles.
E. Circuit and its drivers are permitted to refuse service when, in the driver's opinion, a passenger poses a threat to himself or herself, other passengers, the driver, the vehicle or other vehicles or persons.
F. Circuit is permitted to establish reasonable restrictions on the provision of services to non-service animals.
G. All Circuit drivers shall wear proper identification and a uniform.
H. The CRA reserves the right to request immediate dismissal of any Circuit employees who fail to comply with the requirements of this Agreement. Relief personnel should be readily available during the term of this Agreement.

Section 9: Operating Hours

Each vehicle shall be available for an anticipated sixty (60) hours each week ("Vehicle Hours") . The cost per vehicle shall be based on the rates described in the Pricing Schedule attached as Exhibit B. The Vehicle Hours shall occur within the following schedule:

Day	Start time	End time
Mon	10:00 am	8:00 pm
Tues	10:00 am	8:00 pm
Weds	10:00 am	8:00 pm
Thurs	10:00 am	8:00 pm
Fri	10:00 am	10:00 pm
Sat	10:00 am	10:00 pm
Sun	10:00 am	8:00 pm

CRA Project Manager shall have the discretion to reduce or increase the number of Vehicle Hours and/or determine the hours of operation based on level of demand as determined by monthly data collection and consideration of holidays or other special events so long as the total Vehicle Hours for each month does not exceed the CRA's annual budget for the Service.

Section 10: Levels of Service Reporting

A. Circuit shall provide the CRA with monthly reports describing the level of service for each zone. Upon request, Circuit will provide the CRA with weekly level of service reports for each zone.
B. Monthly data reports shall include:
    i. Number of parties on a daily, weekly and monthly basis
    ii. Number of paying customers
    iii. Gross/Net revenue collected for fare revenue credits which distinguishes between fare revenue collected for Zone 1 trips and fare revenue collected for Zone 2 trips.
    iv. Number of vehicles not in operation on a daily, weekly and monthly basis
    v. Average wait time from request through the mobile app until arrival by assigned driver on a daily, weekly and monthly basis.
    vi. Average trip duration on a daily, weekly and monthly basis.
    vii. Pick-up and drop off location for each trip.
    viii. Average number of passengers per party per trip.
    ix. Average number of parties per trip.
    x. Number of passenger complaints received and resolution of the complaints on a daily, weekly and monthly basis.
C. Circuit shall present a report to the CRA Board on a quarterly basis summarizing the data provided in the monthly reports, the collected fare revenue, and the advertising revenue generated.
D. In the event Circuit does not provide a required report(s), the CRA reserves the right to withhold payment until the required report is received. To the extent that the CRA requires additional information related to the above reporting requirement, Circuit shall provide the information to the CRA.

Section 11: Advertisement Sales

Circuit shall sell space on the exterior or interior of the vehicles for the display of commercial advertising. Net Advertising Revenue, defined below, that is generated by Circuit in connection with the sales of commercial advertising shall be divided equally between Circuit and the CRA. Net Advertising Revenue means the gross advertising revenue received less all costs and expenses, including, but not limited to

advertisement design, production costs, installation and removal costs and customary commissions paid to media sales representatives, incurred by Circuit in connection with providing the advertisement sales. Circuit shall provide an accounting of all advertising revenue with its Level of Service monthly report as required in Section 9, which shall include the gross revenue, costs and expenses Circuit shall provide to CRA a breakdown of the Net Advertising Revenue each month, which shall include the gross revenue plus costs and expenses incurred in connection with providing advertising sales

Section 12. Advertising Guidelines

A. In its agreements with its advertising contractors, Circuit shall reserve the right to reject any advertisement, commercial or noncommercial.

B. Circuit shall determine the methods, details, and means for performing the Advertising Sales Services, subject to the CRA's consent which shall not be unreasonably withheld.

C. All advertising and promotional materials, including, without limitation, any vehicle "wraps" (collectively "**Advertising**") must conform to the following criteria:

i. Defamatory Advertising. No Advertising will be permitted that falsely disparages any person, product, or company, or that is likely to damage the reputation of any person, product, or company.

ii. Advertising Condoning Criminal Conduct. No Advertising will be permitted that is likely to incite or produce imminent unlawful activity.

iii. Obscene Advertising. No Advertising shall display any statement, word, character, or illustration of an indecent or obscene nature, as defined by F.S. Chapter 847, as may be amended from time to time.

iv. False Advertising. No Advertising shall displace false or misleading information, intended to mislead the public as to anything sold, any services to be performed or information disseminated.

v. Tobacco, Firearms, and Cannabis. No Advertising shall display any statement that promotes the sale of tobacco or tobacco products, electronic cigarettes, firearms, or medical marijuana treatment centers or delivery devices in accordance with Florida law.

vi. Existing Laws. All Advertising must conform to all applicable federal, state, and local statutes, laws, ordinances, rules and regulations.

D. The CRA shall request removal of any advertising, commercial or noncommercial, that does not conform to this policy. Such demand will be in writing and will state reasonable grounds for the request. Circuit will consider and act promptly upon the request in accordance with this policy.

Section 13: Ridership Fares

A. Circuit shall collect ridership fares for the services, as follows:

i. For rides that begin and terminate within Zone 1: $1.00 for each rider.

ii. For rides that begin or terminate in Zone 2: $2:00 for each rider. If the rider is part of a group, $2.00 for the initial rider and $1.00 for each additional rider within the group.

B. Circuit shall credit the CRA's monthly invoice for each Zone with 100% of the Net Fare Revenue, defined below, that is generated and collected from ridership fares.

C. Net Fare Revenue means all gross ridership revenue that is collected from the passengers for the services less revenue collection costs and expenses, including but not limited to sales taxes or other taxes imposed by law, credit card processing fees and other billing related charging by third parties imposing similar processing charges. Circuit will be responsible for documenting all costs and expenses and related charges associated with the Net Fare Revenue calculations.

RESOLUTION NO. R24-041

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY REGARDING CIRCUIT TRANSIT INC., FOR THE BBCRA PILOT RIDE SHARE PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 18, 2024, the CRA Board approved a contract with Circuit Transit, Inc., for the CRA pilot ride-share program, which will provide all-electric on-demand transportation services; and

WHEREAS, the City and CRA desire to provide an additional route from the CRA district to Ocean Front Beach Park, along with four dedicated parking stalls in the north parking lot at the corner of Seacrest Blvd. and Boynton Beach Blvd., which will include three Level 2 EV charging stations adjacent to the existing electrical service; and

WHEREAS, in order to provide dedicated parking locations, electrical service for the charging, ride share service to the Ocean Front Beach Park, and potential fixed route ride share service for City Events, an Interlocal Agreement is required to fund any service outside of the CRA boundaries and allow reimbursement of EV charging costs; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, upon the recommendation of staff, deems it to be in the best interests of the City residents to approve and authorize the Mayor to sign the Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency regarding Circuit Transit Inc., for the BBCRA Pilot Ride Share Program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. Each Whereas clause set forth above is true and correct and incorporated herein by this reference.

Section 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve and authorize the Mayor to sign the Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency regarding Circuit

Transit Inc., for the BBCRA Pilot Ride Share Program. A copy of the Interlocal Agreement is attached hereto and incorporated herein as Exhibit "A."

Section 3. That this Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 5th day of March 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	
Vice Mayor – Thomas Turkin	✓	
Commissioner – Angela Cruz	~~Absent~~ from dais	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Aimee Kelley	✓	
VOTE	4-0	

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

Ty Penserga
Mayor

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR FUNDING AN ON DEMAND TRANSPORTATION SERVICES PILOT PROGRAM

THIS AGREEMENT ("Agreement") is made this 5th day of March 2024, by and between the **CITY OF BOYNTON BEACH,** a Florida municipal corporation, (hereinafter referred to as "City"), and the **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY,** a public body corporate and politic, duly created and operated pursuant to Chapter 163, Florida Statutes (hereinafter referred to as the "BBCRA"). The City and BBCRA may be referred to herein individually as a "party" and collectively as the "parties."

WITNESSETH:

WHEREAS, the BBCRA has elected to enter into an agreement with Circuit Transit, Inc. ("Circuit"), a copy of which is attached hereto as Exhibit A ("Circuit Agreement"); and

WHEREAS, the Circuit Agreement provides that Circuit shall provide on demand transportation services (the "Services") as part of a pilot program for the BBCRA; and

WHEREAS, the BBCRA shall only provide funding for the Services within the BBCRA's boundaries; and

WHEREAS, the City desires to participate in the pilot program, fund Services outside of the BBCRA's boundaries, and otherwise contribute to the pilot program as described in this Agreement; and

WHEREAS, to that end, the area in which Services will be provided has been divided into Zone 1 and Zone 2, which are depicted on Exhibit B attached hereto, which is hereby incorporated herein; and

WHEREAS, Zone 1 is within the BBCRA's boundaries; and

WHEREAS, Zone 2 is outside the BBCRA's boundaries; and

WHEREAS, the BBCRA desires to enable the City to participate in the pilot program, fund Services outside of the BBCRA's boundaries, and otherwise contribute to the pilot program as

described in this Agreement; and

WHEREAS, the BBCRA has required that Circuit include the City as an additional insured pursuant to the Circuit Agreement; and

WHEREAS, the 2016 Community Redevelopment Plan ("CRA Plan") calls for the BBCRA to provide for connectivity between the districts, address public parking shortfalls, and provide for additional public waterfront access; and

WHEREAS, the Services shall be in furtherance of these goals and principles of the CRA plan; and

WHEREAS, the City and the BBCRA find that this Agreement serves a municipal and public purpose, and is consistent with and in furtherance of the Community Redevelopment Plan and the requirements of Chapter 163, Florida Statutes;

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

1. **Recitations.** The recitations set forth above are hereby incorporated herein.
2. **Definitions.** Terms not otherwise defined herein shall have the meaning set forth in the Circuit Agreement (including the Exhibits to the Circuit Agreement). In the event of a conflict between a definition in this Agreement and a definition in the Circuit Agreement, the terms in this Agreement shall control. All other terms shall have their ordinary dictionary definitions.
3. **Payment.** The parties agree:
    a. **Contribution.** The City shall be responsible for providing payment to the BBCRA for the costs of the Services in Zone 2 and other costs as described below. Such payment shall be made within 15 days of the City receiving a complete written request for payment from the BBCRA.
    b. **Invoicing.** The BBCRA will submit the complete written request for payment to the City within 15 days of the receiving an invoice from Circuit.
        i. For purposes of this Agreement, a complete written request shall include:

1. The amount of payment requested.
2. The monthly report from Circuit, if provided by Circuit, describing the level of service for Zone 2, or equivalent documentation indicating the fare revenue collected from Zone 2 trips and the number of Zone 2 trips.
3. A copy of Circuit invoice to the BBCRA.
4. Tabulation by the BBCRA for the amount owed to the BBCRA by the City, which shall include each of the following, as applicable.

    A. For ordinary services, the costs of the Services in Zone 2 shall be calculated by multiplying the total invoice amount by the percentage of rides starting or ending within Zone 2, then subtracting from that resulting number fifty percent of the Net Fare Revenue generated from rides starting or ending within Zone 2. For clarity, the calculation above may also be represented as follows:

[(total invoice amount) x (percentage of rides starting or ending within Zone 2)] – [.5 x Net Fare Revenue generated from rides starting or ending within Zone 2] = Amount of City Payment Due.

It is the intent of the parties that the Net Fare Revenue generated from rides starting or ending within Zone 2 be evenly divided between the parties.

    B. For Services requested by the City for special events ("Special Event Services"), the City shall reimburse the CRA for all costs associated with Special Event Services, regardless of the location of the special event.

ii. In the event the written request is incomplete, the City shall notify the BBCRA within five days of receiving the incomplete request; otherwise such request shall be deemed complete. Upon receiving written notice of an incomplete request, and the BBCRA

shall have 10 days to submit the complete written request; otherwise such written request shall be ineligible for payment.

c. **Promotions.** In the event the City requests a pricing discount ("Sales Promotion") on certain Services, the City shall make payment to the BBCRA for difference in revenue to the BBCRA as a result of the Sales Promotion.

4. **Coordination.** The parties agree to the following concerning coordination related to this Agreement.

a. **Between the City and BBCRA.** Coordination between the City and BBCRA shall occur as follows:

i. The City shall designate a single point of contact ("City Project Manager") for coordination with the BBCRA concerning this Agreement. The City may modify the person acting as the City Project Manager upon written notice to the BBCRA. At present, the City designates Gail Mootz who can be reached at mootzg@bbfl.us and 561-742-6223. The BBCRA shall copy Jonele Luma at LumaJ@bbfl.us on all correspondence concerning invoices and Payments due.

ii. The BBCRA shall designate a single point of contact ("BBCRA Project Manager") for coordination with the City concerning this Agreement. The BBCRA may modify the person acting as the BBCRA Project Manager upon written notice to the City. At present, the BBCRA designates Timothy Tack, who can be reached at tackt@bbfl.us and (561)600-9091, with a copy of all emails to be directed to Bonnie Nicklien at nicklienb@bbfl.us.

b. **With Circuit.** The parties agree the BBCRA shall be the sole point of contact with Circuit. In the event the City desires to request Special Event Services, the City Project Manager shall submit to the BBCRA Project Manager a written request with sufficient detail to notify the BBCRA and Circuit of the time, date, total vehicle hours, vehicle types, and any other information necessary to analyze such request. Any request is for Special Event Services

must be made at least 30 days prior to the date of the applicable special event. If the City desires to coordinate with Circuit on any other matter, the City shall submit a written request to the BBCRA Project Manager containing sufficient information to analyze such request for consistency with the Circuit Agreement. So long as a written request from the City is consistent with the terms of the Circuit Agreement, the BBCRA shall coordinate with Circuit concerning the request within 5 business days of receiving such request and shall endeavor to arrange a meeting between the City, BBCRA, and Circuit. The City shall supply additional information as requested by the BBCRA as may be necessary, in the opinion of the BBCRA, to analyze the City's request and coordinate with Circuit concerning the same.

5. **Parking Spaces.** The parties agree that Circuit may use the Parking Spaces (defined below) for storing and charging the vehicles that provide the Services.

   a. **Location.** The City agrees to designate the parking spaces identified in Exhibit C (the "Parking Spaces") for the sole use of Circuit. The location of the Parking Spaces may be moved from time to time upon the written consent of the BBCRA Project Manager and the City Project Manager. However, in the event the City requests the Parking Spaces be moved, the City and BBCRA share evenly share the costs of moving any charging infrastructure and signage. The parties agree to make best efforts to avoid relocating the Parking Spaces during the term of the Agreement.

   b. **Signage, Charging Infrastructure, Electricity.** The City consents to the placement of signage and electric charging infrastructure at the Parking Spaces, which shall be installed at no cost to the City. The City confirms that sufficient power can be supplied to the Parking Spaces to charge four Circuit vehicles simultaneously. The City shall invoice the CRA for the electricity used by the Parking Spaces. The BBCRA Project Manager and City Project Manager may agree to incorporate the electricity invoice into the payment described in Paragraph 3 of this Agreement.

c. **Enforcement.** The City agrees to assist in enforcement of parking restrictions to ensure the Parking Spaces are used exclusively by Circuit vehicles, as may be required from time to time.

6. **Relationship to the Circuit Agreement.** The parties agree that the City shall only be responsible for providing payment to the BBCRA and that BBCRA shall be responsible for administering the Circuit Agreement. The parties agree that the BBCRA has sole and absolute discretion concerning the Circuit Agreement, and nothing in this Agreement confers the rights or obligations of the BBCRA within the Circuit Agreement to the City. Nonetheless, the CRA will endeavor to coordinate with the City concerning the termination of the Circuit Agreement and the amount and timing of Services prior to terminating the Service Agreement or implementing Service changes. The BBCRA will not terminate services to Zone 2 without the prior written consent of the City.

7. **Marketing and Promotion.** Marketing and promotional efforts concerning the Services shall occur as follows:

   a. **Inclusion of City Logo.** The BBCRA shall include the City's logo on marketing and advertising pursuant to the Circuit Agreement ("Promotional Materials") at no cost to the City. The City shall provide its preferred logo to the BBCRA for use in Promotional Materials. The BBCRA Project Manager shall provide any draft Promotional Materials with the City logo to the City Project Manager no less than five business days prior to the use of such Promotional Materials for approval; provided however that if the BBCRA Project Manager does not receive a response within five business days such Promotional Materials shall be deemed approved by the City.

   b. **Promotional Efforts by the City.** The City shall promote the Services using Promotional Materials provided by the BBCRA in the manner described in Exhibit D.

8. **Notice and Contact.** All notices and requests concerning this Agreement shall be delivered via email to the City Project Manager or the BBCRA Project Manager, as applicable, which

email delivery shall be deemed "written" or "in writing" for purposes of this Agreement. Notices concerning default or termination, or requests for modifications to this Agreement shall also be delivered by email and by writing sent by one of (1) United States mail, return receipt requested, (2) courier, evidenced by a delivery receipt, or (3) by overnight express delivery service, evidenced by a delivery receipt, which notice or request shall be addressed to the person designated by each party for receipt of legal notice. At present, the parties designate the following for receipt of legal notice:

If to the BBCRA: Kathryn Rossmell
Lewis, Longman & Walker, PA
360 S. Rosemary Avenue
Suite 1100
West Palm Beach, FL 33401
krossmell@llw-law.com

If to the City: Shawna Lamb
City of Boynton Beach
100 E. Ocean Avenue
Boynton Beach, FL 33435
lambs@bbfl.us

9. **Term.** This Agreement shall become valid and commence upon execution by the last party to this Agreement ("Effective Date"). This Agreement shall be in effect from the Effective Date and unless earlier terminated pursuant to the terms of this Agreement, shall automatically terminate upon the termination of the Circuit Agreement, or 1 year from the Effective Date of this Agreement, whichever is earlier.

10. **Public Records.** The City and the CRA each shall maintain their own records and documents associated with this Agreement in accordance with the requirements set forth in Chapter 119, Florida Statutes. All such records shall be adequate to justify all charges, expenses, and costs incurred in accordance with generally accepted accounting principles. Each party shall have access to the other party's books, records and documents as required in this Agreement for the purpose of inspection or audit during normal business hours during the term of this Agreement and at least one year after the termination of the Agreement.

11. **Filing**. The City shall file this Agreement pursuant to the requirements of Section 163.01(11) of the Florida Statutes

12. **Sovereign Immunity.** Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the BBCRA or the City as set forth in Section 768.28, Florida Statutes.

13. **Default.** If either party defaults by failing to perform or observe any of the material terms and conditions of this Agreement for a period of 10 calendar days after receipt of written notice of such default from the other party, the party giving notice of default may terminate this Agreement through written notice to the other party. Failure of any party to exercise its right in the event of any default by the other party shall not constitute a waiver of such rights. No party shall be deemed to have waived any rights related to the other party's failure to perform unless such waiver is in writing and executed by both parties. Such waiver shall be limited to the terms specifically contained therein. This section shall be without prejudice to the rights of any party to seek a legal remedy for any breach of the other party as may be available to it in law or equity. Notwithstanding the foregoing, in the event of a default by the either party, the exclusive remedy for such default shall be monetary, limited to actual damages incurred, and shall not exceed the amount actually paid to Circuit pursuant to the Circuit Agreement.

14. **Entire Agreement.** This Agreement represents the entire and sole agreement and understanding between the parties concerning the subject matter expressed herein. No terms herein may be altered, except in writing and then only if signed by all the parties hereto. All prior and contemporaneous agreements, understandings, communications, conditions or representations, of any kind or nature, oral or written, concerning the subject matter expressed herein, are merged into this Agreement and the terms of this Agreement supersede all such other agreements. No extraneous information may be used to alter the terms of this Agreement.

15. **Severability.** The validity of any portion, article, paragraph, provision, clause, or any portion

thereof of this Agreement shall have no force and effect upon the validity of any other part of portion hereof. To that end, this Agreement is declared severable.

16. **No Third Party Beneficiaries.** 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 City or the BBCRA.

17. **No Assignment.** The Parties may not transfer or assign this Agreement in whole or in part, without prior written consent of the other, which may be granted or withheld at the other party's absolute discretion.

18. **Governing Law; Venue.** This Agreement shall be governed by and in accordance with the Laws of Florida. The venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

19. **Survival.** The provisions of this Agreement regarding termination and records shall survive the expiration or termination of this Agreement and remain in full force and effect.

20. **Time is of the Essence.** The parties acknowledge that time is of the essence in the performance of the provisions in this Agreement.

21. **Counterparts and Transmission.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.

22. **Interpretation; Independent Advice**. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been

prepared by counsel for one of the parties. The parties declare that the terms of this Agreement have been read and are fully understood. The parties understand that this is a binding legal document, and each party is advised to seek independent legal advice in connection with the matters referenced herein.

IN WITNESS WHEREOF, the parties hereto have caused this ~~Termination~~ Interlocal Agreement to be executed on the day and year written below.

Boynton Beach Community Redevelopment Agency

ATTEST: Vicki Cuthman
Vicki Cuthman

By: E. Ty
Print Name: Ty Penberga
Title: CHAIR
Date: 2/13/2024

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:
CRA Attorney

City of Boynton Beach, Florida

ATTEST:

By: E. Ty
Print Name: Ty Penberga
Title: Mayor
Date: 3/5/2024

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:
City Attorney

EXHIBIT A

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY AGREEMENT FOR ON-DEMAND TRANSPORTATION SERVICES

This Agreement for On-Demand Transportation Services (hereinafter "Agreement") is made by and between **CIRCUIT TRANSIT INC.**, ("**Contractor**") a Florida corporation organized and existing under the laws of the State of Florida having its principal office at 501 East Las Olas, Suite 300, Fort Lauderdale, FL 33301, including its Affiliates (collectively, the "**Contractor**" or "**Company**") and **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY** (the "**Client**" or "**CRA**") a community redevelopment agency organized and existing under the laws of the State of Florida having its principal office 100 E. Ocean Avenue, 4th Floor, Boynton Beach, Florida 33435, (hereinafter the "CRA") (collectively the "Parties").

WHEREAS, the CRA is in need of on-demand transportation ("Services"); and

WHEREAS, Circuit entered into an agreement with the City of Hollywood in response to Request to Proposal No. RFP-045-23-SK, effective July 1, 2023 to provide on-demand transportation services for a term of one (1) year, with the option to renew for three (3) one-year periods; and

WHEREAS, the CRA desires to obtain the Services from Circuit on same the terms, conditions, and pricing provided under RFP-045-23-SK, subject to the terms and conditions of this Agreement and the City of Boynton Beach Procurement Policy; and

WHEREAS, Circuit agrees to extend the terms, conditions, and pricing provided under RFP-045-23-SK to the CRA, subject to the terms and conditions of this Agreement; and

WHEREAS, the Services are required for a proper municipal purpose and is in the interest of the public; and

WHEREAS, the Services will further the Community Redevelopment Plan.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the sufficiency of which both Parties acknowledge, the Parties agree as follows:

1) **Incorporation.** The recitals above and all other information above are hereby incorporated herein as if fully set forth.

2) **Description of the Services.** Contractor will perform its obligations as described in Exhibit A: Scope of Services, which is hereby incorporated as if fully set forth herein.

3) **Term.** The Contractor shall perform the Services for six (6) months ("Initial Term"), with option to renew for 6 months ("Renewal Term"). Services shall start within thirty (30) days of the effective date of this Agreement or upon the CRA's execution of an interlocal agreement with the City of Boynton Beach for services, whichever is later. A copy of the executed

interlocal agreement shall be provided to Circuit. The service start date may be extended by mutual agreement of the Parties.

4) **Compensation.** The CRA shall pay the Contractor an amount not to exceed Four Hundred Thousand dollars ($400,000.00) (hereinafter, "Compensation") for the performance of the Services for the Initial Term and Renewal Term of this agreement, which sum shall be paid in accordance with the Pricing Schedule attached as Exhibit B. The Compensation is all inclusive for the services provided and shall include the cost of the vehicles, vehicle wraps, including the art work installation and removal of the wraps, W-2 Drivers, management fees, driver training, insurance, vehicle maintenance, cell phones, hosting services for the mobile application and related usage fees, web fees, and basic marketing materials. Contractor shall be responsible for all costs related to the operation and maintaining the vehicles, including cost of installation of the vehicle charging equipment and the costs for electrical service required for vehicle charging. Notwithstanding the above, in the event that the CRA does not renew this Agreement after the Initial Term, the CRA shall reimburse Contractor the costs associated with modifying the existing electrical service to accommodate new charging equipment, upon receipt of proper invoice . The CRA shall not be responsible for the payment of any additional fees not otherwise stated herein, unless the parties enter into a written amendment to this Agreement which is approved by both parties.

5) **Method of Payment of Compensation.** Circuit shall submit a monthly detailed invoice to the CRA. Project Manager shall determine the format of the invoice and the information that must be provided. Payment of Compensation (or any part thereof) shall be made within 45 days of receipt of a proper invoice, in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., *Florida Statutes*. Any amounts not timely paid by CRA shall bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. All Payments shall be in the form of a CRA check made payable to the Contractor, or as indicated above. No Payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by the Contractor, either wholly or in part, and no Payment shall be construed to be an acceptance of or to relieve the Contractor of liability for the faulty or incomplete rendition of the Services.

6) **Propriety.** Contractor understands that at all times during its performance of Services, Contractor, Contractor's employees and subcontractors shall conduct itself at all times with due regard to public conventions and morals, and shall refrain from making statements or presenting material that contains vulgar, obscene, profane, or otherwise objectionable language that, as determined in the sole discretion of the CRA, material and substantially interferes with the functions and reasonable business operations of the CRA.

7) **Termination for Convenience.** The CRA reserves the right to terminate this Agreement for any reason and without cause with sixty (60) days written notice during the Renewal Term only. In the event of termination, Contractor shall be entitled to payment for services rendered through the date of termination.

8) **Termination for Cause; Default.** The CRA reserves the right to terminate this Agreement, in part or in whole, in the event the Contractor fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by

specifying a reasonable time period within which the Contractor must cure any such failure to perform or default. If the Contractor fails to cure the default within the time specified, the CRA may then terminate the Agreement by providing written notice to the Contractor. Notwithstanding anything to the contrary in this Agreement, if the CRA determinates that termination is necessary to protect public health, safety or welfare, the CRA may terminate the Agreement upon providing such written notice that the CRA deems appropriate under the circumstances, including immediate termination. In the event of immediate termination, the Contractor shall be entitled to payment for seven (7) days of services plus payment for services rendered under this Agreement through the date of the notice of immediate termination.

9) **Termination for Bankruptcy.** The CRA shall have the right to terminate this Agreement by providing written notice to the Contractor in the event: i) Contractor enters into receivership or is subject of a voluntary or involuntary bankruptcy proceeding; or ii) a substantial part of the Contractor's property becomes subject to nay levy, seizure, assignment, or sale for or by any creditor or government agency.

10) **Waiver.** The CRA shall not be responsible for any property or other damages or personal injury sustained by the Contractor from any cause whatsoever related to the Services whether such damage or injury occurs before, during, or after the actual performance of the Services. The Contractor hereby forever waives, discharges, and releases the CRA, its agents, and its employees, to the fullest extent the law allows, from any liability for any damage or injury sustained by the Contractor.

11) **Indemnification.** The Contractor shall indemnify, save, and hold harmless the CRA, its agents, and its employees from any liability, claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from the CRA, its agents, or its employees, by reason of any property or other damages or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, arises out of, or is otherwise related to the negligent or wrongful conduct or the faulty equipment of the Contractor or the performance of this Agreement by Contractor or Contractor's employees, agents, partners, principals, or subcontractors. This paragraph shall not be construed to require Contractor to indemnify the CRA for negligence or intentional acts of the CRA, its agents or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

12) **Limitation of liability.** To the extent permitted by law, the CRA's liability for all matters that occur as a result of, arise out of, or are otherwise related to this Agreement, including negligent, grossly negligent, or willful misconduct or omission, shall be limited to the amount of Compensation, less amounts that have already been paid, or the direct out-of-pocket damages actually incurred, whichever is less. Neither Party shall not be liable to the other party for special, indirect, incidental or consequential damages. Each Party hereby disclaims such damages to the full extent such may be disclaimed, except in the case of fraud, gross negligence or willful misconduct of the responsible Party. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA , including those set forth in Section 768.28, Florida Statutes.

13) **No Transfer.** The Contractor shall not subcontract, assign, or otherwise transfer this Agreement to any individual, group, agency, government, non-profit or profit corporation, or other entity without prior, written permission from the CRA.

14) **Insurance.** The Contractor shall obtain all insurance required by the CRA and provide proof thereof at least 10 days prior to the start of the Services, and include for the following insurance amounts:

Commercial General Liability:	$1,000,000 per occurrence/$2 million in the aggregate for bodily injury, personal injury and property damage
Automobile Liability:	$1,000,000 combined single limit for bodily injury and property damage, including hired owned and non-owned auto coverages
Workers Compensation	In the amounts required under Florida Statutes
Cyber Liability:	$1,000,000 coverage
Umbrella/Excess Liability insurance	$5,000,000 coverage

The Insurance must remain in force for so long as is necessary to cover any occurrence relating to, resulting from, or arising out of the Services or this Agreement. Contractor shall not commence services under the terms of this agreement until a Certification of Insurance ("COI") has been received by the CRA. The CRA is to be included as "Additional Insured" with respect to liability arising out of services performed by the Contractor by or on behalf of the CRA or acts or omissions of the Contractor in connection with providing Services pursuant to this Agreement. The Certificate must include the following as additional insured parties:

Boynton Beach Community Redevelopment Agency
100 E Ocean Avenue, 4th Floor
Boynton Beach, Florida 33435

The City of Boynton Beach
100 E. Boynton Beach Boulevard
Boynton Beach, Florida 33435

15) **Tax Forms.** The Contractor's individual members, including the Contractor's agents and employees, shall provide the CRA with completed W-9 forms in order receive Payment. The CRA shall provide the Contractor with an IRS Form 1099 where required under law. The Contractor further acknowledges that the CRA is neither paying Social Security benefits nor withholding taxes from the Contractor's compensation for the Services. The Contractor

assumes all liability and responsibility for payment of the Contractor's (and the Contractor's individual members) own FICA and Social Security benefits and all taxes resulting from this Agreement.

16) **Funding.** This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the CRA. In the event funds to finance this Agreement become unavailable, the CRA may terminate this Agreement upon no less than twenty-four (24) hours' notice to Contractor. The CRA shall be the sole and final authority as to the availability of funds. The CRA shall pay Contractor for goods received or services rendered prior to the date of termination.

17) **No Discrimination.** The Contractor shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, familial status, gender identity, gender expression, sexual orientation or disability for any reason in its hiring or contracting practices associated with this Agreement.

18) **Independent Contractor; No Partnership, Etc.** The Contractor agrees nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, or employee relationship. It is specifically understood that the Contractor is an independent contractor(s) and that no employer/employee or principal/agent is or shall be created nor shall exist by reason of this Agreement or the performance of Services; and that Contractor is an independent contractor and not an employee of the CRA for all purposes including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance Law.. The Contractor will exercise its own judgment in matters of safety for itself, those affected by the Services, and attendees of the Event.

19) **Promotional Materials.** The Contractor agrees that the CRA may photograph and/or record video and audio of the Services, and that such photographs and recordings may be (i) used for the purposes of promotion of the CRA, or undertakings by the CRA; (ii) transmitted live or by recording on local television and radio channels; and (iii) used in materials intended for public display or distribution to the public, including but not limited to print advertisements, billboards, street and light pole banners, websites affiliated with the CRA, and social media affiliated with the CRA. The Contractor waives and assigns to the CRA all copyrights under the Copyright Act of 1976, 17 U.S.C. 101, et seq., and all other rights in recorded, photographed, or transmitted versions of the Services. The CRA shall attribute the Services to the Contractor.

20) **No Infringement.** The Contractor represents that in performing the Services under this Agreement, the Contractor will not infringe on the property right, copyright, patent right or any other right of anyone else; and if any suit is brought or a claim made by anyone that anything in conjunction with the ownership or the presentation of said Contractor or appearance as part of the Services is an infringement on the property right, copyright, patent right, or other rights, the Contractor will indemnify the CRA against any and all loss,

damages, costs, attorney fees or other loss whatsoever. The Contractor shall not use the CRA's logos, or marks without the CRA's prior written approval.

21) **Entire Agreement.** This Agreement represents the entire and sole agreement and understanding between the Parties concerning the subject matter expressed herein. No terms herein may be altered, except in writing and then only if signed by all the parties hereto. All prior and contemporaneous agreements, understandings, communications, conditions or representations, of any kind or nature, oral or written, concerning the subject matter expressed herein, are merged into this Agreement and the terms of this Agreement supersede all such other agreements. No extraneous information may be used to alter the terms of this Agreement.

22) **Counterparts and Transmission.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.

23) **Agreement Deemed to be Drafted Jointly.** This Agreement shall be deemed to be drafted jointly and shall not be construed more or less favorably towards any of the parties by virtue of the fact that one party or its attorney drafted all or any part thereof. Any ambiguity found to exist shall be resolved by construing the terms of this Agreement fairly and reasonably in accordance with the purpose of this Agreement.

24) **Governing Law, Jurisdiction, and Venue.** The terms and provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida and the United States of America, without regard to conflict of law principles. Venue and jurisdiction shall be Palm Beach County, Florida, for all purposes, to which the parties expressly agree and submit. BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND CRA HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. CONTRACTOR SHALL NOT BRING ANY COURT ACTION AGAINST CRA EITHER IN EQUITY OR IN LAW, AND CONTRACTOR EXPRESSLY WAIVES ITS RIGHT TO INSTITUTE LITIGATION AGAINST CRA FOR ANY MATTER ARISING UNDER THE TERMS OF THIS CONTRACT, UNTIL AFTER THE PROJECT HAS BEEN COMPLETED AND ACCEPTED BY CRA.

25) **Severability.** If any part of this Agreement shall be declared unlawful or invalid, the remainder of the Agreement will continue to be binding upon the parties. To that end, this Agreement is declared severable.

26) **Force Majeure.** Neither party shall be deemed to be in breach of this Agreement if either party is prevented from performing any obligations required of it by reason of boycotts, shortages of materials, labor disputes, embargoes, acts of God, epidemic, pandemic, acts of

public enemy, acts of superior governmental authority, floods, riots, foreign or civil wars, rebellion, terrorism, sabotage by third parties, or any other similar circumstances for which it is not reasonably responsible and which are not within its control. Each party take all reasonable steps to prevent, reduce, mitigate, and remedy the effects of the Force Majeure event as soon as possible if within its control. The CRA shall not be obligated to pay Contractor Compensation under this Agreement to the extent that a Force Majeure prevents or delays Contract from performing Services.

27) **Voluntary Waiver of Provisions.** The failure of either Party to enforce any of its rights hereunder or at law will not be deemed a waiver or a continuing waiver or any of its rights or remedies against the other Party, unless such failure or waiver is expressly set forth and acknowledged in writing. The CRA may, in its sole and absolute discretion, waive any requirement of the Contractor contained in this Agreement. The Contractor may waive any requirements of the CRA contained in this Agreement.

28) **Contractor-owned records.** Except as provided in Chapter 119, *Florida Statutes*, all records created and compiled by Contractor in completing the Services are owned by Contractor and include, but are not limited to, written reports, studies, drawings, blueprints, photographs, negatives of photographs, computer printouts, graphs, charts, plans, contract documents, specifications, all ridership data, information generated on the Contractor's proprietary mobile applications and all other similarly recorded data.

29) **Public Records.** The CRA is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

a. Keep and maintain public records required by the CRA to perform the Services described in this Agreement.

b. Upon request from the CRA's custodian of public records, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the CRA.

d. Upon completion of the Agreement, transfer, at no cost, to the CRA all public records in possession of the Contractor or keep and maintain public records required by the CRA to perform the service. If the Contractor transfers all public records to the CRA upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be

provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.

The Contractor also understands that CRA may disclose any document in connection with performance of the Services or this Agreement, so long as the document is not exempt or confidential and exempt from public records requirements.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 737-3256; 100 E. Ocean Ave., 4th Floor, Boynton Beach, FL 33435; or TackT@bbfl.us.

30) **Agent.** If this Agreement is signed by the Contractor's agent, the agent warrants that he/she is duly authorized to act on behalf of the Contractor, that he/she is authorized to enter into this Agreement, and that the agent and Contractor are jointly and severally liable for any breach of this Agreement.

31) **Notice and Contact.** The parties shall use the contact information below for coordinating delivery of the Services. Whenever either Party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt, or by overnight express delivery service, evidenced by a delivery receipt, addressed to the Party for whom it is intended at the place last specified; and the place for giving of notice shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice:

Contact Person for the Contractor Circuit Transit Inc.
Jason Mirras
501 East Las Olas
Suite 300
Fort Lauderdale, FL 33301

With a copy to:

Circuit Transit Inc.
P.O. Box 2173
Amagansett, NY 11930
Attention : James Mirras

Contact Person for the CRA (hereinafter "Program Coordinator"):
Name: Timothy Tack

Address: 100 E. Ocean Avenue. 4th Floor,
Boynton Beach, FL 33435

Email Address: TackT@bbfl.us.
Telephone Number: (561) 600-9091

With a copy to:

Kathryn Rossmell, Esq.
Lewis, Longman, & Walker P.A.
360 S. Rosemary Avenue, Suite 1100
West Palm Beach, FL 33401

32) **Attorneys' Fees and Costs.** Should it be necessary to bring an action to enforce any of the provisions of this Agreement, each party shall be responsible for its own attorneys' fees and costs.

33) **Compliance with Laws.** In the performance of the Services under this Agreement, the Contractor shall comply in all material respects with all applicable federal and state laws and regulations and all applicable Palm Beach County, City of Boynton Beach, and CRA ordinances and regulations, including applicable ethics and procurement requirements.

34) **Effective Date and Termination.** This Agreement will become effective at the date and time that the last party signs this Agreement ("Effective Date"). Unless earlier terminated pursuant to this Agreement, this Agreement will automatically terminate after the performance of the Services and final Payment by the CRA. Nothing in this paragraph shall be construed so as to affect the CRA's right to cancel or postpone the Services pursuant to this Agreement.

35) **Modification.** This Agreement will not be modified or amended except by the express written agreement of the Parties, signed by a duly authorized representative for each Party. Any other attempt to modify or amend this Agreement will be null and void and may not be relied upon by either Party.

36) **Survival.** The provisions of this Agreement regarding promotional rights, infringement, indemnity, waiver, limitation of liability, insurance, agents, and cancellation shall survive the expiration or termination of this Agreement and remain in full force and effect.

37) **Electronic Signatures**. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement.

38) **Non-Scrutinized Company.** Contractor hereby certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, and is not engaged in a boycott of Israel. If the CRA determines that this certification is falsified or contains false statements, or that Contractor is placed Scrutinized Companies that Boycott Israel List or engages in a boycott of Israel after the execution of the Agreement, the CRA may terminate the Agreement.

39) **Agreement Non-Exclusive.** Contractor shall be free to contract for similar services to be performed for other entities or persons while under contract with the CRA. The provision of

services provided for herein is non-exclusive. The CRA in its sole and absolute discretion may retain additional entities or persons to perform the same or similar work.

40) **E-Verify.** Contractor warrants for itself and its subcontractors that Contractor and all subcontractors are in compliance with all federal immigration laws and regulations that relate to their employees. The Contractor agrees and acknowledges that the CRA is a public employer that is subject to the E-verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Agreement. *Notwithstanding any other provisions in this Agreement, if the CRA has a good* faith belief that Contractor has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the CRA shall terminate the Agreement. If the CRA that has a good faith belief that a subcontractor knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the CRA shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor. Contractor shall be liable for any additional costs incurred by the CRA as a result of the termination of a contract based on Contractor's failure to comply with E-verify requirements referenced herein.

41) **Conflict of Interest**. Circuit represents that it has no interest and will not acquire any interest, direct or indirect, that would conflict with the performance of the services to be rendered under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year written below.

By: _____ Date: 1/25/2024

Authorized Representative for Contractor

Print Name: JASON BACOLEN

Witness: _____ Date: 1/25/2024

Witness Name: KEVIN JACOBS

By: _____ Date: 1/29/2024

Authorized Representative for CRA

Print Name: TY PENSERGA

Witness: _____ Date: 1/29/2024

Witness Name: BONNIE NICKLEN

EXHIBIT A: SCOPE OF WORK

Section 1: Summary of Services

Circuit shall develop, implement and manage a Micro-Transit "On Demand" service (the "Service") within a geo-fenced coverage area described in Exhibit A-1. The Service will have the ability to be on demand and may include supplementary service for special events as specified in this Scope of Work. The Service will serve visitors, residents, and workers by providing a convenient, efficient mobility option to circulate primarily throughout the Boynton Beach CRA boundaries and provide transportation to Ocean Front Beach Park. The Service to the Beach shall be subject to CRA's execution of an interlocal agreement with the City of Boynton Beach for the provision of services to Ocean Front Beach Park.

The Service shall:

A. Operate a 6-month on-demand pilot test in two zones (Zone 1 and Zone 2) covering approximately 1.6 square miles of coverage area as illustrated in Exhibit C ("Service Area"). Zone 1 is located within the boundaries of the CRA. Zone 2 provides service to Ocean Front Beach Park, which is located outside the boundaries of the CRA.
B. Supplement any part of the service with a fixed route for special events and if deemed necessary through data and public needs.
C. Demonstrate the ability to scale up and down the fleet of vehicles and deploy them to various locations based on monthly, weekly, daily, and hourly fluctuations in demand in order to achieve a desired level of service.
D. Operate vehicles that meet the Federal Motor Vehicle Safety Standards and Regulations.
E. Provide a safe and pleasing passenger experience with capable, qualified and courteous drivers.
F. Feature a mobile application downloadable from both the Apple Store and Google Play Store which will have the ability to charge a fee for service via a secured credit card payment system.
G. Provide a dedicated phone line so that users can call and request assistance.
H. Service will be operational within 30 days of the effective date of this Agreement or upon the CRA's execution of an interlocal agreement with the City of Boynton Beach for services, whichever is later. The date of operation may be extended by mutual agreement of the parties if necessary to accommodate installation of infrastructure as required by Section 4 this agreement.
I. Service shall be periodically adjusted based upon needs identified during the term of the Agreement and the availability of funds.

Section 2: Mobile Application

Circuit shall provide a mobile application which provides for the following:

A. Allows riders to request pick up and drop off locations within the Service Area.
B. Allows the user to connect from Zone 1 and Zone 2.
C. At no cost to the CRA, Circuit shall maintain updates to the application, which shall be compatible with smart phones and other mobile devices.
D. Provides for the ability to charge a fee per rider and issue discounts via promo-codes.
E. Provides users with approximate time until pick up.
F. Allows users to rate drivers and provide feedback.
G. Features a Google Maps based map (or equivalent) that identifies the boundaries of the Service Area.
H. After a ride request has been accepted by a driver, depicts the real-time location of vehicles on a map of the Service Area.
I. Ability to track party and usage data.

Section 3: Marketing and Branding

A. In coordination with the CRA, Circuit shall develop and implement a branding strategy, which shall incorporate the logo and name of the CRA and the City of Boynton Beach. Circuit shall not implement any branding strategy without prior written approval from the CRA. Any changes to the branding strategy must be approved in writing by the CRA prior to implementation.
B. Circuit shall develop and implement a marketing program to promote awareness of the program. The CRA shall have the right to request changes to the marketing program.
C. The CRA retains the right to review marketing materials prior to use and to request changes or withdrawal of any marketing materials.

Section 4: Vehicles and Infrastructure

Circuit shall procure, license, operate and maintain vehicles and related infrastructure including charging stations used in the service in accordance with applicable laws and regulations with the following requirements.

A. **Fleet Size**. Unless the parties agree otherwise, Circuit will acquire and operate at its own expense no fewer than two (2) GEM vehicles (inclusive of one (1) ADA accessible GEM vehicle) and two (2) EV Sedans as part of this Service. The parties agree that the hourly rate for the EV Sedans will be the same as the GEM vehicles for the Initial Term and Renewal Term of the Agreement. Circuit shall maintain and operate vehicles to satisfy the minimum levels of service and ADA accessibility requirements.
B. **Specifications**. All vehicles will:
    i. Comply with all applicable laws and regulations.
    ii. Be fully electric.
    iii. Meet all safety standards established by applicable law or regulation.
    iv. Feature luggage carrying capacity.
C. **Branding**. The branding strategy will be applied to all vehicles as follows:
    i. At all times during operation of any vehicles pursuant to this Agreement, Circuit may apply, but is not limited to, branding to all wheels, hoods, front panels, coping, roof and rear fenders, unless otherwise prohibited by the CRA.
    ii. Circuit shall develop a default vehicle wrap to be used when no paying advertiser has been identified for any vehicle or vehicles for a period of 7 days or longer unless otherwise approved by the CRA.
    iii. Exterior and interior advertising will not interfere with the placement or visibility of any branding required by this Agreement, unless otherwise approved by the CRA.
D. **Licensing**. Circuit shall obtain and maintain proper licensing and registration of all vehicles at all times.
E. **Parking and charging stations.** The CRA shall provide four (4) parking spaces that will be reserved exclusively for Circuit's use, which Circuit may use for charging, parking, and storing the vehicles during times of non-operation. The location of the spaces will be as stated in the Interlocal agreement between the CRA and the City. Circuit shall be permitted to install Level 2 EV charging stations and signage at the three (3) of the reserved parking spaces. Circuit shall be solely responsible for the cost of signage, charging equipment, and electrical services required for charging vehicles. The CRA shall ensure that electrical service is available at the reserved spaces. Upon termination of the Agreement, Circuit shall restore the reserved parking spaces to their original condition.
F. **Maintenance and replacement**.

i. At Circuit's sole cost, Circuit shall maintain the interior and exterior of all vehicles in good working order, in accordance with all applicable laws and regulations.
ii. Circuit shall ensure that all vehicles will be free of graffiti, vandalism, defacement and other damage to the satisfaction of the CRA.
iii. Circuit shall replace any vehicle at its sole cost when the vehicle cannot be maintained in good working order, in accordance with applicable laws and regulations, or it is no longer able to be maintained in accordance with the requirements of this Agreement.
iv. Circuit shall use its best efforts to restore or replace non-operational vehicles to operation within three (3) calendar days from the date of any incident requiring the vehicle to be removed from operation. Circuit shall provide verbal and written notice to the CRA of any delay in restoring or replacing a non-operational vehicle that extends beyond three (3) calendar days from the date of malfunction. If the CRA determines that any such delay is due to Circuit's lack of diligence, the CRA will have the right to pursue any remedy provided for in this Agreement, or at law or equity.

Section 5: Staffing

A. General. Circuit shall provide sufficient staffing to maintain levels of service required by this Agreement. All persons providing services pursuant to this Agreement will be employees, contractors or consultants hired by the Circuit. Circuit is solely responsible for all staffing decisions made pursuant to this Contract.
B. Drivers. Circuit shall obtain complete background checks on all drivers, including driving records, criminal checks and employment references, conduct initial drug testing, and provide a training program for newly hired drivers. Circuit shall not hire any convicted felon or any person who has been convicted or pled guilty to driving under the influence of drugs or alcohol as a misdemeanor in any state. Circuit shall not hire a driver with more than three (3) infractions relating to driving a motorized vehicle within the previous 24 months. Circuit to review each driver's driving and criminal records at least annually.
C. Circuit shall provide its employees with a living wage and tips.

Section 6: Attaining and Maintaining Levels of Service (LOS)

A. General. Circuit shall provide an LOS that meets customer demands at all times of Service operations.
B. Service Level review. Circuit and the CRA shall meet at least quarterly to review LOS and determine if any adjustments are necessary. Any agreed upon adjustments will be made in writing.
C. The CRA designates Timothy Tack as the Project Manager and will provide written notification to Circuit of any changes to the Project Manager. The Project Manager shall be Circuit's principal point of contact regarding any matters relating to this Agreement. The Project Manager shall provide all general direction to Circuit regarding performance and provide guidance regarding the CRA' s goals and policies. The Project Manager is authorized to waive or modify any material changes to this Scope of Work changes so long as the changes do not increase Compensation paid to Circuit. Except as provided herein, any modifications to the Scope of Services that increase the Compensation paid to Circuit must be agreed by the parties by written amendment to the Agreement.
D. Circuit designates Jason Bagley as Circuit's Representative for this Agreement. Circuit will provide written notice to the CRA should there be a subsequent Representative change. Circuit's Representative has full right, power and authority to act for Circuit on all matters arising under or relating to this Agreement.
E. Special events. CRA may request additional vehicles for special events. Such request shall be made at least thirty (30) days prior to the special event and may include a request the establishment

of a fixed route for existing vehicles and/or a request additional vehicles, subject to availability. For additional vehicles provided for special events, CRA agrees to pay the regular service hourly rate per vehicle of $34.97 plus the actual cost to transport the vehicle(s) to the requested location, which will be agreed to by the parties in writing, prior to transportation.

Section 7. Trip Sharing

A. Drivers shall be permitted to transport more than one (1) party but no more than five (5) parties in GEM vehicles and four (4) parties in the E-Sedan under the following conditions:
   i. The vehicle must be equipped with individual seatbelts for the driver and each rider.
   ii. All passengers must use seatbelts at all times.
   iii. The total number of passengers, including the driver does not exceed the vehicle's legal capacity.

Section 8: Operational Requirements

A. Circuit and all its employees, officers, managers, staff, subcontractors and subconsultants shall comply with all applicable local, state and federal laws and regulations while performing work pursuant to this Agreement including but not limited to all laws and regulations regarding the safe operation of vehicles.
B. Circuit shall prohibit drivers from texting or using smartphones, or other mobile device, eating, drinking, wearing headphones, and engaging in any activity that may cause the driver to become distracted while driving the vehicle. Parties acknowledge and agree that (i) drivers will only be permitted to wear Bluetooth enabled device or similar technology to provide service provided by this Contract in accordance with all laws governing such devices; and (ii) drivers may use smart phones mounted to the dashboard or windshield of the vehicles only in accordance with all laws governing such devices.
C. Circuit must obtain all permits and approvals required in the ordinary course of business for the safe and legal operation of the Service, including without limitation, permits or approvals from the Florida Department of Highway Safety and Motor Vehicles, . Circuit is responsible for obtaining any permits and approvals required by the State of Florida for operation of the Service.
D. Circuit to require all persons using the Service to comply with applicable local, state and federal laws and regulations relating to the use of seatbelts and alcohol consumption in vehicles.
E. Circuit and its drivers are permitted to refuse service when, in the driver's opinion, a passenger poses a threat to himself or herself, other passengers, the driver, the vehicle or other vehicles or persons.
F. Circuit is permitted to establish reasonable restrictions on the provision of services to non-service animals.
G. All Circuit drivers shall wear proper identification and a uniform.
H. The CRA reserves the right to request immediate dismissal of any Circuit employees who fail to comply with the requirements of this Agreement. Relief personnel should be readily available during the term of this Agreement.

Section 9: Operating Hours

Each vehicle shall be available for an anticipated sixty (60) hours each week ("Vehicle Hours") . The cost per vehicle shall be based on the rates described in the Pricing Schedule attached as Exhibit B. The Vehicle Hours shall occur within the following schedule:

Day	Start time	End time
Mon	10:00 am	8:00 pm
Tues	10:00 am	8:00 pm
Weds	10:00 am	8:00 pm
Thurs	10:00 am	8:00 pm
Fri	10:00 am	10:00 pm
Sat	10:00 am	10:00 pm
Sun	10:00 am	8:00 pm

CRA Project Manager shall have the discretion to reduce or increase the number of Vehicle Hours and/or determine the hours of operation based on level of demand as determined by monthly data collection and consideration of holidays or other special events so long as the total Vehicle Hours for each month does not exceed the CRA's annual budget for the Service.

Section 10: Levels of Service Reporting

A. Circuit shall provide the CRA with monthly reports describing the level of service for each zone. Upon request, Circuit will provide the CRA with weekly level of service reports for each zone.
B. Monthly data reports shall include:
    i. Number of parties on a daily, weekly and monthly basis
    ii. Number of paying customers
    iii. Gross/Net revenue collected for fare revenue credits which distinguishes between fare revenue collected for Zone 1 trips and fare revenue collected for Zone 2 trips.
    iv. Number of vehicles not in operation on a daily, weekly and monthly basis
    v. Average wait time from request through the mobile app until arrival by assigned driver on a daily, weekly and monthly basis.
    vi. Average trip duration on a daily, weekly and monthly basis.
    vii. Pick-up and drop off location for each trip.
    viii. Average number of passengers per party per trip.
    ix. Average number of parties per trip.
    x. Number of passenger complaints received and resolution of the complaints on a daily, weekly and monthly basis.
C. Circuit shall present a report to the CRA Board on a quarterly basis summarizing the data provided in the monthly reports, the collected fare revenue, and the advertising revenue generated.
D. In the event Circuit does not provide a required report(s), the CRA reserves the right to withhold payment until the required report is received. To the extent that the CRA requires additional information related to the above reporting requirement, Circuit shall provide the information to the CRA.

Section 11: Advertisement Sales

Circuit shall sell space on the exterior or interior of the vehicles for the display of commercial advertising. Net Advertising Revenue, defined below, that is generated by Circuit in connection with the sales of commercial advertising shall be divided equally between Circuit and the CRA. Net Advertising Revenue means the gross advertising revenue received less all costs and expenses, including, but not limited to

advertisement design, production costs, installation and removal costs and customary commissions paid to media sales representatives, incurred by Circuit in connection with providing the advertisement sales. Circuit shall provide an accounting of all advertising revenue with its Level of Service monthly report as required in Section 9, which shall include the gross revenue, costs and expenses Circuit shall provide to CRA a breakdown of the Net Advertising Revenue each month, which shall include the gross revenue plus costs and expenses incurred in connection with providing advertising sales

Section 12. Advertising Guidelines

A. In its agreements with its advertising contractors, Circuit shall reserve the right to reject any advertisement, commercial or noncommercial.

B. Circuit shall determine the methods, details, and means for performing the Advertising Sales Services, subject to the CRA's consent which shall not be unreasonably withheld.

C. All advertising and promotional materials, including, without limitation, any vehicle "wraps" (collectively "**Advertising**") must conform to the following criteria:

i. Defamatory Advertising. No Advertising will be permitted that falsely disparages any person, product, or company, or that is likely to damage the reputation of any person, product, or company.

ii. Advertising Condoning Criminal Conduct. No Advertising will be permitted that is likely to incite or produce imminent unlawful activity.

iii. Obscene Advertising. No Advertising shall display any statement, word, character, or illustration of an indecent or obscene nature, as defined by F.S. Chapter 847, as may be amended from time to time.

iv. False Advertising. No Advertising shall displace false or misleading information, intended to mislead the public as to anything sold, any services to be performed or information disseminated.

v. Tobacco, Firearms, and Cannabis. No Advertising shall display any statement that promotes the sale of tobacco or tobacco products, electronic cigarettes, firearms, or medical marijuana treatment centers or delivery devices in accordance with Florida law.

vi. Existing Laws. All Advertising must conform to all applicable federal, state, and local statutes, laws, ordinances, rules and regulations.

D. The CRA shall request removal of any advertising, commercial or noncommercial, that does not conform to this policy. Such demand will be in writing and will state reasonable grounds for the request. Circuit will consider and act promptly upon the request in accordance with this policy.

Section 13: Ridership Fares

A. Circuit shall collect ridership fares for the services, as follows:

i. For rides that begin and terminate within Zone 1: $1.00 for each rider.

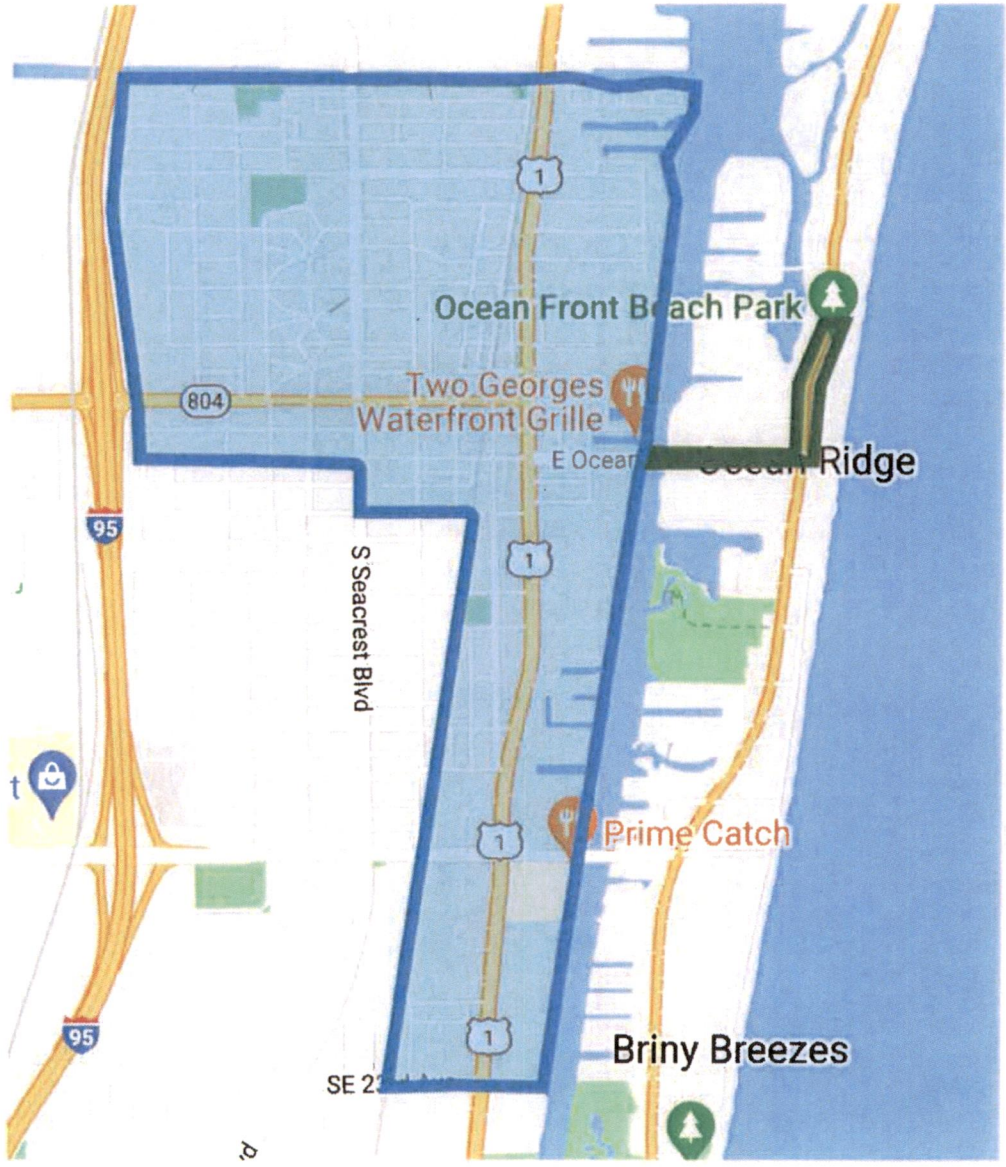
ii. For rides that begin or terminate in Zone 2: $2:00 for each rider. If the rider is part of a group, $2.00 for the initial rider and $1.00 for each additional rider within the group.

B. Circuit shall credit the CRA's monthly invoice for each Zone with 100% of the Net Fare Revenue, defined below, that is generated and collected from ridership fares.

C. Net Fare Revenue means all gross ridership revenue that is collected from the passengers for the services less revenue collection costs and expenses, including but not limited to sales taxes or other taxes imposed by law, credit card processing fees and other billing related charging by third parties imposing similar processing charges. Circuit will be responsible for documenting all costs and expenses and related charges associated with the Net Fare Revenue calculations.

Exhibit A-1 Service Area

The Circuit Service Area for City of Boynton Beach CRA that is active in the Ride Circuit app and on the Circuit website is as follows:



Zone 1: Area shaded blue
Zone 2: Area shaded green

Exhibit B: Pricing Schedule

12

Phase 1 Downtown/Federal Highway/ Beach Zone -

Month	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Hours Per Week	60	60	60	60	60	60	60	60	60	60	60	60
Hours Per Month	261	261	261	261	261	261	261	261	261	261	261	261
# of GEMs	1	1	1	1	1	1	1	1	1	1	1	1
# of ADA GEMs	1	1	1	1	1	1	1	1	1	1	1	1
# of EV Vans	0	0	0	0	0	0	0	0	0	0	0	0
# of Sedans	2	2	2	2	2	2	2	2	2	2	2	2
GEM Vehicle Service Hours	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0
ADA Standby GEM Service Hours (STANDBY)	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0
EV Van Service Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sedan Service Hours	522.0	522.0	522.0	522.0	522.0	522.0	522.0	522.0	522.0	522.0	522.0	522.0
$ / GEM Service Hour	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97
$ / ADA Standby GEM/Service Hour	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97
$ / EV Van Service Hour	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00
$ / Sedan Service Hour	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97
Total Costs	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509
Ad Revenue / Month	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000
Expected Fare Revenue / Month	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132
Expected Revenues	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132
Monthly Net Cost to CRA (E)	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377

GEMS	
Hours of Operations Per week	Vehicle cost / Hour of Operation
40-45	$41.61
46-50	$38.58
51-55	$36.59
56-60	$34.97
61-65	$33.61
66-70	$32.45
71-75	$31.46
76-80	$30.60
81-85	$29.84
86-90	$29.18
91-95	$28.58
96+	$28.05

VANS	
Hours of Operations Per week	Vehicle cost / Hour of Operation
40-45	$60.65
46-50	$55.43
51-55	$52.02
56-60	$49.22
61-65	$49.88
66-70	$44.89
71-75	$43.19
76-80	$41.73
81-85	$40.43
86-90	$39.26
91-95	$38.24
96+	$37.32

Sedans	
Hours of Operations Per week	Vehicle cost / Hour of Operation
40-45	$46.23
46-50	$42.59
51-55	$40.22
56-60	$38.27
61-65	$36.63
66-70	$35.25
71-75	$34.06
76-80	$33.03
81-85	$32.12
86-90	$31.32
91-95	$30.61
96+	$29.97

EXHIBIT B

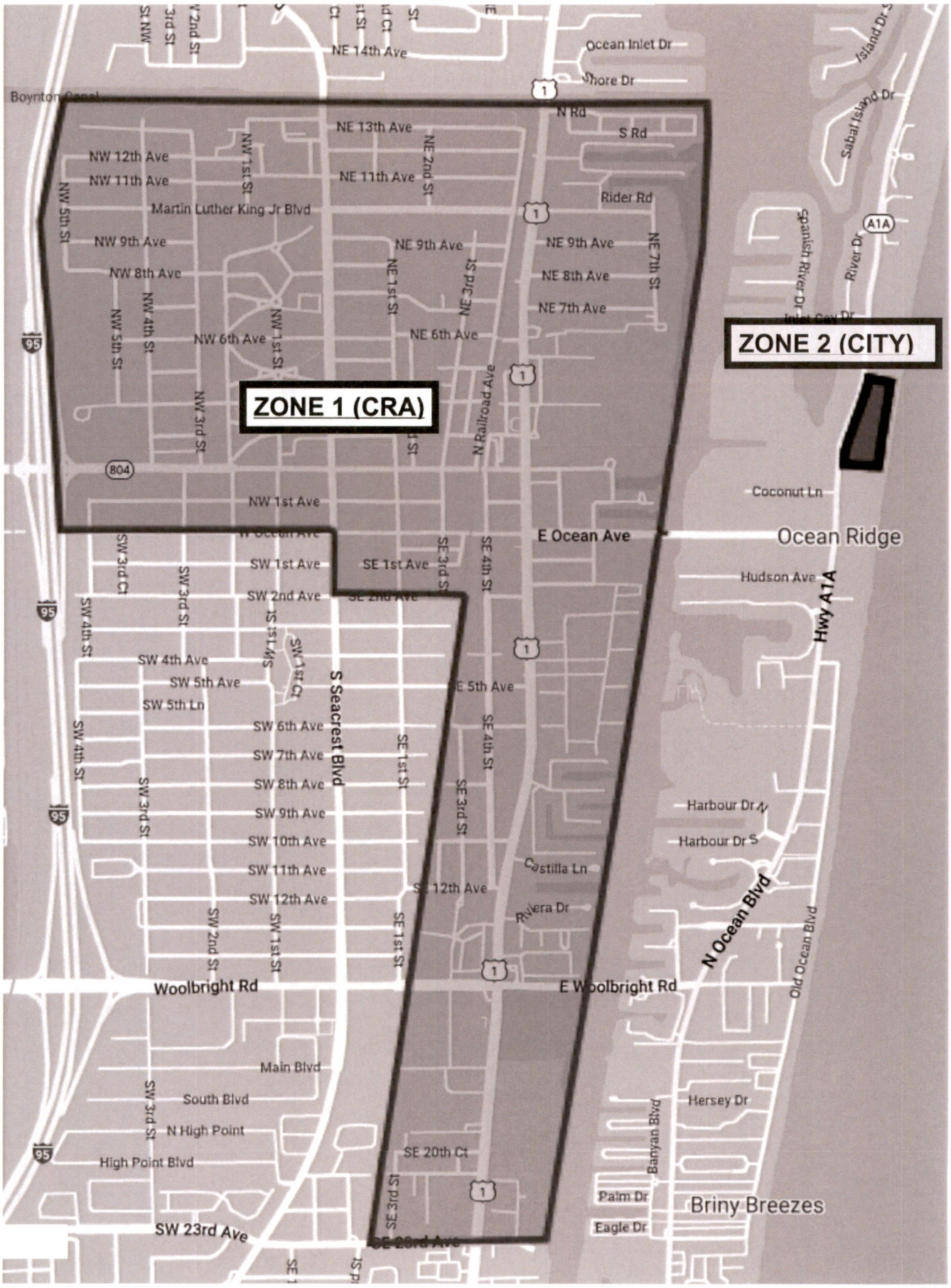

ZONE 1 (CRA)
ZONE 2 (CITY)
Boynton Canal
NE 14th Ave
Ocean Inlet Dr
Shore Dr
N Rd
S Rd
NE 13th Ave
NE 11th Ave
NW 12th Ave
NW 11th Ave
Martin Luther King Jr Blvd
Rider Rd
Sabal Island Dr
A1A
River Dr
Spanish River Dr
Inlet Cay Dr
NW 9th Ave
NW 8th Ave
NE 9th Ave
NE 8th Ave
NE 7th Ave
NE 6th Ave
NW 6th Ave
N Railroad Ave
Coconut Ln
Ocean Ridge
E Ocean Ave
NW 1st Ave
SW 1st Ave
SE 1st Ave
SW 2nd Ave
Hudson Ave
Hwy A1A
SW 4th Ave
SW 5th Ave
SW 5th Ln
S Seacrest Blvd
E 5th Ave
SW 6th Ave
SW 7th Ave
SW 8th Ave
SW 9th Ave
SW 10th Ave
SW 11th Ave
SW 12th Ave
Harbour Dr N
Harbour Dr S
Castilla Ln
Riviera Dr
N Ocean Blvd
Old Ocean Blvd
Woolbright Rd
E Woolbright Rd
Main Blvd
South Blvd
N High Point
High Point Blvd
SE 20th Ct
SW 23rd Ave
Hersey Dr
Banyan Blvd
Palm Dr
Eagle Dr
Briny Breezes

EXHIBIT C

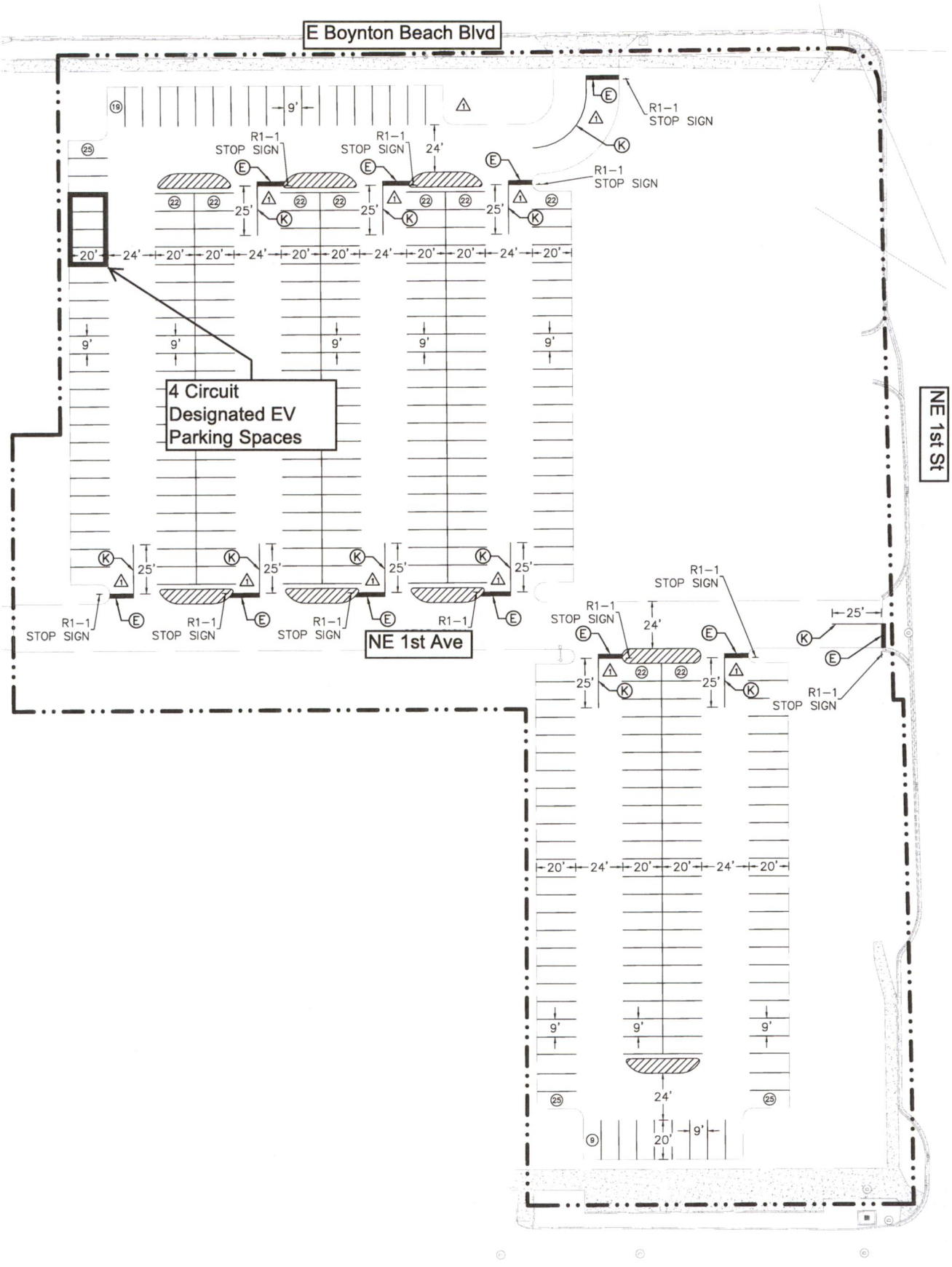

E Boynton Beach Blvd
NE 1st St
NE 1st Ave
4 Circuit
Designated EV
Parking Spaces
R1-1
STOP SIGN
9'
24'
25'
20'

EXHIBIT D

The City shall promote the Services using Promotional Materials provided by the BBCRA, at no cost to the BBCRA, as follows:

1. Within one month of the Effective Date, the City shall:
    a. Send an email to every member of City staff concerning the availability of the Services;
    b. Make an announcement concerning the availability of the Services at a City Commission meeting;
    c. Share Promotional Materials on the City website, which shall remain on the City website for the term of the Agreement;
    d. Display Promotional Materials on the televisions at City Hall, which shall be displayed at least daily for the term of the Agreement as part of the City's regular rotation of content on such televisions;
    e. Display Promotional Materials displayed on digital marquees controlled by the City at least once daily for the term of the Agreement; and
    f. Display Promotional Materials on the digital kiosk(s) at City Hall, which shall be displayed at least daily for the term of the Agreement as part of the City's regular rotation of content on such kiosks.
2. Within three months Effective Date, the City shall:
    a. Share Promotional Materials at least once in all City newsletters (Sailfish Speaks, Economic Development, Recreation, and Library) and once in Funfare Magazine. In the event the City is not able to waive fees for including these Promotional Materials, the City may seek and is entitled to reimbursement from the BBCRA for the actual costs of including such Promotional Materials so long as the City receives the prior, written permission of the BBCRA to incur such costs; and
    b. Work with the BBCRA to create and include an insert in the City's utility invoices concerning the availability of the Services.
3. The City shall allow the BBCRA to:
    a. Install one 4x8 sign at City Hall and Oceanfront Park to market the Services; and
    b. Provide and display posters or postcards marketing the Services within City facilities, including City Hall, Cultural Center, Senior Center, Hester Center, and the Carolyn Sims Center concerning the Services.

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY
AGREEMENT FOR ON-DEMAND TRANSPORTATION SERVICES

This Agreement for On-Demand Transportation Services (hereinafter "Agreement") is made by and between **CIRCUIT TRANSIT INC.**, ("**Contractor**") a Florida corporation organized and existing under the laws of the State of Florida having its principal office at 501 East Las Olas, Suite 300, Fort Lauderdale, FL 33301, including its Affiliates (collectively, the "**Contractor**" or "**Company**") and **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY** (the "**Client**" or "**CRA**") a community redevelopment agency organized and existing under the laws of the State of Florida having its principal office 100 E. Ocean Avenue, 4th Floor, Boynton Beach, Florida 33435, (hereinafter the "CRA") (collectively the "Parties").

WHEREAS, the CRA is in need of on-demand transportation ("Services"); and

WHEREAS, Circuit entered into an agreement with the City of Hollywood in response to Request to Proposal No. RFP-045-23-SK, effective July 1, 2023 to provide on-demand transportation services for a term of one (1) year, with the option to renew for three (3) one-year periods; and

WHEREAS, the CRA desires to obtain the Services from Circuit on same the terms, conditions, and pricing provided under RFP-045-23-SK, subject to the terms and conditions of this Agreement and the City of Boynton Beach Procurement Policy; and

WHEREAS, Circuit agrees to extend the terms, conditions, and pricing provided under RFP-045-23-SK to the CRA, subject to the terms and conditions of this Agreement; and

WHEREAS, the Services are required for a proper municipal purpose and is in the interest of the public; and

WHEREAS, the Services will further the Community Redevelopment Plan.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the sufficiency of which both Parties acknowledge, the Parties agree as follows:

1) **Incorporation.** The recitals above and all other information above are hereby incorporated herein as if fully set forth.

2) **Description of the Services.** Contractor will perform its obligations as described in Exhibit A: Scope of Services, which is hereby incorporated as if fully set forth herein.

3) **Term.** The Contractor shall perform the Services for six (6) months ("Initial Term"), with option to renew for 6 months ("Renewal Term"). Services shall start within thirty (30) days of the effective date of this Agreement or upon the CRA's execution of an interlocal agreement with the City of Boynton Beach for services, whichever is later. A copy of the executed

interlocal agreement shall be provided to Circuit. The service start date may be extended by mutual agreement of the Parties.

4) **Compensation.** The CRA shall pay the Contractor an amount not to exceed Four Hundred Thousand dollars ($400,000.00) (hereinafter, "Compensation") for the performance of the Services for the Initial Term and Renewal Term of this agreement, which sum shall be paid in accordance with the Pricing Schedule attached as Exhibit B. The Compensation is all inclusive for the services provided and shall include the cost of the vehicles, vehicle wraps, including the art work installation and removal of the wraps, W-2 Drivers, management fees, driver training, insurance, vehicle maintenance, cell phones, hosting services for the mobile application and related usage fees, web fees, and basic marketing materials. Contractor shall be responsible for all costs related to the operation and maintaining the vehicles, including cost of installation of the vehicle charging equipment and the costs for electrical service required for vehicle charging. Notwithstanding the above, in the event that the CRA does not renew this Agreement after the Initial Term, the CRA shall reimburse Contractor the costs associated with modifying the existing electrical service to accommodate new charging equipment, upon receipt of proper invoice . The CRA shall not be responsible for the payment of any additional fees not otherwise stated herein, unless the parties enter into a written amendment to this Agreement which is approved by both parties.

5) **Method of Payment of Compensation.** Circuit shall submit a monthly detailed invoice to the CRA. Project Manager shall determine the format of the invoice and the information that must be provided. Payment of Compensation (or any part thereof) shall be made within 45 days of receipt of a proper invoice, in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., *Florida Statutes*. Any amounts not timely paid by CRA shall bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. All Payments shall be in the form of a CRA check made payable to the Contractor, or as indicated above. No Payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by the Contractor, either wholly or in part, and no Payment shall be construed to be an acceptance of or to relieve the Contractor of liability for the faulty or incomplete rendition of the Services.

6) **Propriety.** Contractor understands that at all times during its performance of Services, Contractor, Contractor's employees and subcontractors shall conduct itself at all times with due regard to public conventions and morals, and shall refrain from making statements or presenting material that contains vulgar, obscene, profane, or otherwise objectionable language that, as determined in the sole discretion of the CRA, material and substantially interferes with the functions and reasonable business operations of the CRA.

7) **Termination for Convenience.** The CRA reserves the right to terminate this Agreement for any reason and without cause with sixty (60) days written notice during the Renewal Term only. In the event of termination, Contractor shall be entitled to payment for services rendered through the date of termination.

8) **Termination for Cause; Default.** The CRA reserves the right to terminate this Agreement, in part or in whole, in the event the Contractor fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by

specifying a reasonable time period within which the Contractor must cure any such failure to perform or default. If the Contractor fails to cure the default within the time specified, the CRA may then terminate the Agreement by providing written notice to the Contractor. Notwithstanding anything to the contrary in this Agreement, if the CRA determinates that termination is necessary to protect public health, safety or welfare, the CRA may terminate the Agreement upon providing such written notice that the CRA deems appropriate under the circumstances, including immediate termination. In the event of immediate termination, the Contractor shall be entitled to payment for seven (7) days of services plus payment for services rendered under this Agreement through the date of the notice of immediate termination.

9) **Termination for Bankruptcy.** The CRA shall have the right to terminate this Agreement by providing written notice to the Contractor in the event: i) Contractor enters into receivership or is subject of a voluntary or involuntary bankruptcy proceeding; or ii) a substantial part of the Contractor's property becomes subject to nay levy, seizure, assignment, or sale for or by any creditor or government agency.

10) **Waiver.** The CRA shall not be responsible for any property or other damages or personal injury sustained by the Contractor from any cause whatsoever related to the Services whether such damage or injury occurs before, during, or after the actual performance of the Services. The Contractor hereby forever waives, discharges, and releases the CRA, its agents, and its employees, to the fullest extent the law allows, from any liability for any damage or injury sustained by the Contractor.

11) **Indemnification.** The Contractor shall indemnify, save, and hold harmless the CRA, its agents, and its employees from any liability, claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from the CRA, its agents, or its employees, by reason of any property or other damages or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, arises out of, or is otherwise related to the negligent or wrongful conduct or the faulty equipment of the Contractor or the performance of this Agreement by Contractor or Contractor's employees, agents, partners, principals, or subcontractors. This paragraph shall not be construed to require Contractor to indemnify the CRA for negligence or intentional acts of the CRA, its agents or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

12) **Limitation of liability.** To the extent permitted by law, the CRA's liability for all matters that occur as a result of, arise out of, or are otherwise related to this Agreement, including negligent, grossly negligent, or willful misconduct or omission, shall be limited to the amount of Compensation, less amounts that have already been paid, or the direct out-of-pocket damages actually incurred, whichever is less. Neither Party shall not be liable to the other party for special, indirect, incidental or consequential damages. Each Party hereby disclaims such damages to the full extent such may be disclaimed, except in the case of fraud, gross negligence or willful misconduct of the responsible Party. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA , including those set forth in Section 768.28, Florida Statutes.

13) **No Transfer.** The Contractor shall not subcontract, assign, or otherwise transfer this Agreement to any individual, group, agency, government, non-profit or profit corporation, or other entity without prior, written permission from the CRA.

14) **Insurance.** The Contractor shall obtain all insurance required by the CRA and provide proof thereof at least 10 days prior to the start of the Services, and include for the following insurance amounts:

Commercial General Liability:	$1,000,000 per occurrence/$2 million in the aggregate for bodily injury, personal injury and property damage
Automobile Liability:	$1,000,000 combined single limit for bodily injury and property damage, including hired owned and non-owned auto coverages
Workers Compensation	In the amounts required under Florida Statutes
Cyber Liability:	$1,000,000 coverage
Umbrella/Excess Liability insurance	$5,000,000 coverage

The Insurance must remain in force for so long as is necessary to cover any occurrence relating to, resulting from, or arising out of the Services or this Agreement. Contractor shall not commence services under the terms of this agreement until a Certification of Insurance ("COI") has been received by the CRA. The CRA is to be included as "Additional Insured" with respect to liability arising out of services performed by the Contractor by or on behalf of the CRA or acts or omissions of the Contractor in connection with providing Services pursuant to this Agreement. The Certificate must include the following as additional insured parties:

Boynton Beach Community Redevelopment Agency
100 E Ocean Avenue, 4th Floor
Boynton Beach, Florida 33435

The City of Boynton Beach
100 E. Boynton Beach Boulevard
Boynton Beach, Florida 33435

15) **Tax Forms.** The Contractor's individual members, including the Contractor's agents and employees, shall provide the CRA with completed W-9 forms in order receive Payment. The CRA shall provide the Contractor with an IRS Form 1099 where required under law. The Contractor further acknowledges that the CRA is neither paying Social Security benefits nor withholding taxes from the Contractor's compensation for the Services. The Contractor

assumes all liability and responsibility for payment of the Contractor's (and the Contractor's individual members) own FICA and Social Security benefits and all taxes resulting from this Agreement.

16) **Funding.** This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the CRA. In the event funds to finance this Agreement become unavailable, the CRA may terminate this Agreement upon no less than twenty-four (24) hours' notice to Contractor. The CRA shall be the sole and final authority as to the availability of funds. The CRA shall pay Contractor for goods received or services rendered prior to the date of termination.

17) **No Discrimination.** The Contractor shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, familial status, gender identity, gender expression, sexual orientation or disability for any reason in its hiring or contracting practices associated with this Agreement.

18) **Independent Contractor; No Partnership, Etc.** The Contractor agrees nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, or employee relationship. It is specifically understood that the Contractor is an independent contractor(s) and that no employer/employee or principal/agent is or shall be created nor shall exist by reason of this Agreement or the performance of Services; and that Contractor is an independent contractor and not an employee of the CRA for all purposes including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance Law.. The Contractor will exercise its own judgment in matters of safety for itself, those affected by the Services, and attendees of the Event.

19) **Promotional Materials.** The Contractor agrees that the CRA may photograph and/or record video and audio of the Services, and that such photographs and recordings may be (i) used for the purposes of promotion of the CRA, or undertakings by the CRA; (ii) transmitted live or by recording on local television and radio channels; and (iii) used in materials intended for public display or distribution to the public, including but not limited to print advertisements, billboards, street and light pole banners, websites affiliated with the CRA, and social media affiliated with the CRA. The Contractor waives and assigns to the CRA all copyrights under the Copyright Act of 1976, 17 U.S.C. 101, et seq., and all other rights in recorded, photographed, or transmitted versions of the Services. The CRA shall attribute the Services to the Contractor.

20) **No Infringement.** The Contractor represents that in performing the Services under this Agreement, the Contractor will not infringe on the property right, copyright, patent right or any other right of anyone else; and if any suit is brought or a claim made by anyone that anything in conjunction with the ownership or the presentation of said Contractor or appearance as part of the Services is an infringement on the property right, copyright, patent right, or other rights, the Contractor will indemnify the CRA against any and all loss,

damages, costs, attorney fees or other loss whatsoever. The Contractor shall not use the CRA's logos, or marks without the CRA's prior written approval.

21) **Entire Agreement.** This Agreement represents the entire and sole agreement and understanding between the Parties concerning the subject matter expressed herein. No terms herein may be altered, except in writing and then only if signed by all the parties hereto. All prior and contemporaneous agreements, understandings, communications, conditions or representations, of any kind or nature, oral or written, concerning the subject matter expressed herein, are merged into this Agreement and the terms of this Agreement supersede all such other agreements. No extraneous information may be used to alter the terms of this Agreement.

22) **Counterparts and Transmission.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.

23) **Agreement Deemed to be Drafted Jointly.** This Agreement shall be deemed to be drafted jointly and shall not be construed more or less favorably towards any of the parties by virtue of the fact that one party or its attorney drafted all or any part thereof. Any ambiguity found to exist shall be resolved by construing the terms of this Agreement fairly and reasonably in accordance with the purpose of this Agreement.

24) **Governing Law, Jurisdiction, and Venue.** The terms and provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida and the United States of America, without regard to conflict of law principles. Venue and jurisdiction shall be Palm Beach County, Florida, for all purposes, to which the parties expressly agree and submit. BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND CRA HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS CONTRACT. CONTRACTOR SHALL NOT BRING ANY COURT ACTION AGAINST CRA EITHER IN EQUITY OR IN LAW, AND CONTRACTOR EXPRESSLY WAIVES ITS RIGHT TO INSTITUTE LITIGATION AGAINST CRA FOR ANY MATTER ARISING UNDER THE TERMS OF THIS CONTRACT, UNTIL AFTER THE PROJECT HAS BEEN COMPLETED AND ACCEPTED BY CRA.

25) **Severability.** If any part of this Agreement shall be declared unlawful or invalid, the remainder of the Agreement will continue to be binding upon the parties. To that end, this Agreement is declared severable.

26) **Force Majeure.** Neither party shall be deemed to be in breach of this Agreement if either party is prevented from performing any obligations required of it by reason of boycotts, shortages of materials, labor disputes, embargoes, acts of God, epidemic, pandemic, acts of

public enemy, acts of superior governmental authority, floods, riots, foreign or civil wars, rebellion, terrorism, sabotage by third parties, or any other similar circumstances for which it is not reasonably responsible and which are not within its control. Each party take all reasonable steps to prevent, reduce, mitigate, and remedy the effects of the Force Majeure event as soon as possible if within its control. The CRA shall not be obligated to pay Contractor Compensation under this Agreement to the extent that a Force Majeure prevents or delays Contract from performing Services.

27) **Voluntary Waiver of Provisions.** The failure of either Party to enforce any of its rights hereunder or at law will not be deemed a waiver or a continuing waiver or any of its rights or remedies against the other Party, unless such failure or waiver is expressly set forth and acknowledged in writing. The CRA may, in its sole and absolute discretion, waive any requirement of the Contractor contained in this Agreement. The Contractor may waive any requirements of the CRA contained in this Agreement.

28) **Contractor-owned records.** Except as provided in Chapter 119, *Florida Statutes*, all records created and compiled by Contractor in completing the Services are owned by Contractor and include, but are not limited to, written reports, studies, drawings, blueprints, photographs, negatives of photographs, computer printouts, graphs, charts, plans, contract documents, specifications, all ridership data, information generated on the Contractor's proprietary mobile applications and all other similarly recorded data.

29) **Public Records.** The CRA is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

a. Keep and maintain public records required by the CRA to perform the Services described in this Agreement.

b. Upon request from the CRA's custodian of public records, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the CRA.

d. Upon completion of the Agreement, transfer, at no cost, to the CRA all public records in possession of the Contractor or keep and maintain public records required by the CRA to perform the service. If the Contractor transfers all public records to the CRA upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be

provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.

The Contractor also understands that CRA may disclose any document in connection with performance of the Services or this Agreement, so long as the document is not exempt or confidential and exempt from public records requirements.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 737-3256; 100 E. Ocean Ave., 4th Floor, Boynton Beach, FL 33435; or TackT@bbfl.us.

30) **Agent.** If this Agreement is signed by the Contractor's agent, the agent warrants that he/she is duly authorized to act on behalf of the Contractor, that he/she is authorized to enter into this Agreement, and that the agent and Contractor are jointly and severally liable for any breach of this Agreement.

31) **Notice and Contact.** The parties shall use the contact information below for coordinating delivery of the Services. Whenever either Party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt, or by overnight express delivery service, evidenced by a delivery receipt, addressed to the Party for whom it is intended at the place last specified; and the place for giving of notice shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice:

Contact Person for the Contractor Circuit Transit Inc.
Jason Mirras
501 East Las Olas
Suite 300
Fort Lauderdale, FL 33301

With a copy to:

Circuit Transit Inc.
P.O. Box 2173
Amagansett, NY 11930
Attention : James Mirras

Contact Person for the CRA (hereinafter "Program Coordinator"):
Name: Timothy Tack

Address: 100 E. Ocean Avenue. 4th Floor,
Boynton Beach, FL 33435

Email Address: TackT@bbfl.us.
Telephone Number: (561) 600-9091

With a copy to:

Kathryn Rossmell, Esq.
Lewis, Longman, & Walker P.A.
360 S. Rosemary Avenue, Suite 1100
West Palm Beach, FL 33401

32) **Attorneys' Fees and Costs.** Should it be necessary to bring an action to enforce any of the provisions of this Agreement, each party shall be responsible for its own attorneys' fees and costs.

33) **Compliance with Laws.** In the performance of the Services under this Agreement, the Contractor shall comply in all material respects with all applicable federal and state laws and regulations and all applicable Palm Beach County, City of Boynton Beach, and CRA ordinances and regulations, including applicable ethics and procurement requirements.

34) **Effective Date and Termination.** This Agreement will become effective at the date and time that the last party signs this Agreement ("Effective Date"). Unless earlier terminated pursuant to this Agreement, this Agreement will automatically terminate after the performance of the Services and final Payment by the CRA. Nothing in this paragraph shall be construed so as to affect the CRA's right to cancel or postpone the Services pursuant to this Agreement.

35) **Modification.** This Agreement will not be modified or amended except by the express written agreement of the Parties, signed by a duly authorized representative for each Party. Any other attempt to modify or amend this Agreement will be null and void and may not be relied upon by either Party.

36) **Survival.** The provisions of this Agreement regarding promotional rights, infringement, indemnity, waiver, limitation of liability, insurance, agents, and cancellation shall survive the expiration or termination of this Agreement and remain in full force and effect.

37) **Electronic Signatures**. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement.

38) **Non-Scrutinized Company.** Contractor hereby certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, and is not engaged in a boycott of Israel. If the CRA determines that this certification is falsified or contains false statements, or that Contractor is placed Scrutinized Companies that Boycott Israel List or engages in a boycott of Israel after the execution of the Agreement, the CRA may terminate the Agreement.

39) **Agreement Non-Exclusive.** Contractor shall be free to contract for similar services to be performed for other entities or persons while under contract with the CRA. The provision of

services provided for herein is non-exclusive. The CRA in its sole and absolute discretion may retain additional entities or persons to perform the same or similar work.

40) **E-Verify.** Contractor warrants for itself and its subcontractors that Contractor and all subcontractors are in compliance with all federal immigration laws and regulations that relate to their employees. The Contractor agrees and acknowledges that the CRA is a public employer that is subject to the E-verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of F.S. Sec. 448.095 apply to this Agreement. *Notwithstanding any other provisions in this Agreement, if the CRA has a good* faith belief that Contractor has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the CRA shall terminate the Agreement. If the CRA that has a good faith belief that a subcontractor knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the CRA shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor. Contractor shall be liable for any additional costs incurred by the CRA as a result of the termination of a contract based on Contractor's failure to comply with E-verify requirements referenced herein.

41) **Conflict of Interest**. Circuit represents that it has no interest and will not acquire any interest, direct or indirect, that would conflict with the performance of the services to be rendered under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year written below.

By: _____ Date: 1/25/2024

Authorized Representative for Contractor

Print Name: JASON BACALEY

Witness: _____ Date: 1/25/2024

Witness Name: KEVIN JACOBS

By: _____ Date: 1/29/2024

Authorized Representative for CRA

Print Name: TY PENSERA

Witness: _____ Date: 1/29/2024

Witness Name: BONNIE NICKLEN

EXHIBIT A: SCOPE OF WORK

Section 1: Summary of Services

Circuit shall develop, implement and manage a Micro-Transit "On Demand" service (the "Service") within a geo-fenced coverage area described in Exhibit A-1. The Service will have the ability to be on demand and may include supplementary service for special events as specified in this Scope of Work. The Service will serve visitors, residents, and workers by providing a convenient, efficient mobility option to circulate primarily throughout the Boynton Beach CRA boundaries and provide transportation to Ocean Front Beach Park. The Service to the Beach shall be subject to CRA's execution of an interlocal agreement with the City of Boynton Beach for the provision of services to Ocean Front Beach Park.

The Service shall:

A. Operate a 6-month on-demand pilot test in two zones (Zone 1 and Zone 2) covering approximately 1.6 square miles of coverage area as illustrated in Exhibit C ("Service Area"). Zone 1 is located within the boundaries of the CRA. Zone 2 provides service to Ocean Front Beach Park, which is located outside the boundaries of the CRA.
B. Supplement any part of the service with a fixed route for special events and if deemed necessary through data and public needs.
C. Demonstrate the ability to scale up and down the fleet of vehicles and deploy them to various locations based on monthly, weekly, daily, and hourly fluctuations in demand in order to achieve a desired level of service.
D. Operate vehicles that meet the Federal Motor Vehicle Safety Standards and Regulations.
E. Provide a safe and pleasing passenger experience with capable, qualified and courteous drivers.
F. Feature a mobile application downloadable from both the Apple Store and Google Play Store which will have the ability to charge a fee for service via a secured credit card payment system.
G. Provide a dedicated phone line so that users can call and request assistance.
H. Service will be operational within 30 days of the effective date of this Agreement or upon the CRA's execution of an interlocal agreement with the City of Boynton Beach for services, whichever is later. The date of operation may be extended by mutual agreement of the parties if necessary to accommodate installation of infrastructure as required by Section 4 this agreement.
I. Service shall be periodically adjusted based upon needs identified during the term of the Agreement and the availability of funds.

Section 2: Mobile Application

Circuit shall provide a mobile application which provides for the following:

A. Allows riders to request pick up and drop off locations within the Service Area.
B. Allows the user to connect from Zone 1 and Zone 2.
C. At no cost to the CRA, Circuit shall maintain updates to the application, which shall be compatible with smart phones and other mobile devices.
D. Provides for the ability to charge a fee per rider and issue discounts via promo-codes.
E. Provides users with approximate time until pick up.
F. Allows users to rate drivers and provide feedback.
G. Features a Google Maps based map (or equivalent) that identifies the boundaries of the Service Area.
H. After a ride request has been accepted by a driver, depicts the real-time location of vehicles on a map of the Service Area.
I. Ability to track party and usage data.

Section 3: Marketing and Branding

A. In coordination with the CRA, Circuit shall develop and implement a branding strategy, which shall incorporate the logo and name of the CRA and the City of Boynton Beach. Circuit shall not implement any branding strategy without prior written approval from the CRA. Any changes to the branding strategy must be approved in writing by the CRA prior to implementation.
B. Circuit shall develop and implement a marketing program to promote awareness of the program. The CRA shall have the right to request changes to the marketing program.
C. The CRA retains the right to review marketing materials prior to use and to request changes or withdrawal of any marketing materials.

Section 4: Vehicles and Infrastructure

Circuit shall procure, license, operate and maintain vehicles and related infrastructure including charging stations used in the service in accordance with applicable laws and regulations with the following requirements.

A. **Fleet Size**. Unless the parties agree otherwise, Circuit will acquire and operate at its own expense no fewer than two (2) GEM vehicles (inclusive of one (1) ADA accessible GEM vehicle) and two (2) EV Sedans as part of this Service. The parties agree that the hourly rate for the EV Sedans will be the same as the GEM vehicles for the Initial Term and Renewal Term of the Agreement. Circuit shall maintain and operate vehicles to satisfy the minimum levels of service and ADA accessibility requirements.
B. **Specifications**. All vehicles will:
    i. Comply with all applicable laws and regulations.
    ii. Be fully electric.
    iii. Meet all safety standards established by applicable law or regulation.
    iv. Feature luggage carrying capacity.
C. **Branding**. The branding strategy will be applied to all vehicles as follows:
    i. At all times during operation of any vehicles pursuant to this Agreement, Circuit may apply, but is not limited to, branding to all wheels, hoods, front panels, coping, roof and rear fenders, unless otherwise prohibited by the CRA.
    ii. Circuit shall develop a default vehicle wrap to be used when no paying advertiser has been identified for any vehicle or vehicles for a period of 7 days or longer unless otherwise approved by the CRA.
    iii. Exterior and interior advertising will not interfere with the placement or visibility of any branding required by this Agreement, unless otherwise approved by the CRA.
D. **Licensing**. Circuit shall obtain and maintain proper licensing and registration of all vehicles at all times.
E. **Parking and charging stations.** The CRA shall provide four (4) parking spaces that will be reserved exclusively for Circuit's use, which Circuit may use for charging, parking, and storing the vehicles during times of non-operation. The location of the spaces will be as stated in the Interlocal agreement between the CRA and the City. Circuit shall be permitted to install Level 2 EV charging stations and signage at the three (3) of the reserved parking spaces. Circuit shall be solely responsible for the cost of signage, charging equipment, and electrical services required for charging vehicles. The CRA shall ensure that electrical service is available at the reserved spaces. Upon termination of the Agreement, Circuit shall restore the reserved parking spaces to their original condition.
F. **Maintenance and replacement**.

i. At Circuit's sole cost, Circuit shall maintain the interior and exterior of all vehicles in good working order, in accordance with all applicable laws and regulations.
ii. Circuit shall ensure that all vehicles will be free of graffiti, vandalism, defacement and other damage to the satisfaction of the CRA.
iii. Circuit shall replace any vehicle at its sole cost when the vehicle cannot be maintained in good working order, in accordance with applicable laws and regulations, or it is no longer able to be maintained in accordance with the requirements of this Agreement.
iv. Circuit shall use its best efforts to restore or replace non-operational vehicles to operation within three (3) calendar days from the date of any incident requiring the vehicle to be removed from operation. Circuit shall provide verbal and written notice to the CRA of any delay in restoring or replacing a non-operational vehicle that extends beyond three (3) calendar days from the date of malfunction. If the CRA determines that any such delay is due to Circuit's lack of diligence, the CRA will have the right to pursue any remedy provided for in this Agreement, or at law or equity.

Section 5: Staffing

A. General. Circuit shall provide sufficient staffing to maintain levels of service required by this Agreement. All persons providing services pursuant to this Agreement will be employees, contractors or consultants hired by the Circuit. Circuit is solely responsible for all staffing decisions made pursuant to this Contract.
B. Drivers. Circuit shall obtain complete background checks on all drivers, including driving records, criminal checks and employment references, conduct initial drug testing, and provide a training program for newly hired drivers. Circuit shall not hire any convicted felon or any person who has been convicted or pled guilty to driving under the influence of drugs or alcohol as a misdemeanor in any state. Circuit shall not hire a driver with more than three (3) infractions relating to driving a motorized vehicle within the previous 24 months. Circuit to review each driver's driving and criminal records at least annually.
C. Circuit shall provide its employees with a living wage and tips.

Section 6: Attaining and Maintaining Levels of Service (LOS)

A. General. Circuit shall provide an LOS that meets customer demands at all times of Service operations.
B. Service Level review. Circuit and the CRA shall meet at least quarterly to review LOS and determine if any adjustments are necessary. Any agreed upon adjustments will be made in writing.
C. The CRA designates Timothy Tack as the Project Manager and will provide written notification to Circuit of any changes to the Project Manager. The Project Manager shall be Circuit's principal point of contact regarding any matters relating to this Agreement. The Project Manager shall provide all general direction to Circuit regarding performance and provide guidance regarding the CRA' s goals and policies. The Project Manager is authorized to waive or modify any material changes to this Scope of Work changes so long as the changes do not increase Compensation paid to Circuit. Except as provided herein, any modifications to the Scope of Services that increase the Compensation paid to Circuit must be agreed by the parties by written amendment to the Agreement.
D. Circuit designates Jason Bagley as Circuit's Representative for this Agreement. Circuit will provide written notice to the CRA should there be a subsequent Representative change. Circuit's Representative has full right, power and authority to act for Circuit on all matters arising under or relating to this Agreement.
E. Special events. CRA may request additional vehicles for special events. Such request shall be made at least thirty (30) days prior to the special event and may include a request the establishment

of a fixed route for existing vehicles and/or a request additional vehicles, subject to availability. For additional vehicles provided for special events, CRA agrees to pay the regular service hourly rate per vehicle of $34.97 plus the actual cost to transport the vehicle(s) to the requested location, which will be agreed to by the parties in writing, prior to transportation.

Section 7. Trip Sharing

A. Drivers shall be permitted to transport more than one (1) party but no more than five (5) parties in GEM vehicles and four (4) parties in the E-Sedan under the following conditions:
   i. The vehicle must be equipped with individual seatbelts for the driver and each rider.
   ii. All passengers must use seatbelts at all times.
   iii. The total number of passengers, including the driver does not exceed the vehicle's legal capacity.

Section 8: Operational Requirements

A. Circuit and all its employees, officers, managers, staff, subcontractors and subconsultants shall comply with all applicable local, state and federal laws and regulations while performing work pursuant to this Agreement including but not limited to all laws and regulations regarding the safe operation of vehicles.
B. Circuit shall prohibit drivers from texting or using smartphones, or other mobile device, eating, drinking, wearing headphones, and engaging in any activity that may cause the driver to become distracted while driving the vehicle. Parties acknowledge and agree that (i) drivers will only be permitted to wear Bluetooth enabled device or similar technology to provide service provided by this Contract in accordance with all laws governing such devices; and (ii) drivers may use smart phones mounted to the dashboard or windshield of the vehicles only in accordance with all laws governing such devices.
C. Circuit must obtain all permits and approvals required in the ordinary course of business for the safe and legal operation of the Service, including without limitation, permits or approvals from the Florida Department of Highway Safety and Motor Vehicles, . Circuit is responsible for obtaining any permits and approvals required by the State of Florida for operation of the Service.
D. Circuit to require all persons using the Service to comply with applicable local, state and federal laws and regulations relating to the use of seatbelts and alcohol consumption in vehicles.
E. Circuit and its drivers are permitted to refuse service when, in the driver's opinion, a passenger poses a threat to himself or herself, other passengers, the driver, the vehicle or other vehicles or persons.
F. Circuit is permitted to establish reasonable restrictions on the provision of services to non-service animals.
G. All Circuit drivers shall wear proper identification and a uniform.
H. The CRA reserves the right to request immediate dismissal of any Circuit employees who fail to comply with the requirements of this Agreement. Relief personnel should be readily available during the term of this Agreement.

Section 9: Operating Hours

Each vehicle shall be available for an anticipated sixty (60) hours each week ("Vehicle Hours") . The cost per vehicle shall be based on the rates described in the Pricing Schedule attached as Exhibit B. The Vehicle Hours shall occur within the following schedule:

Day	Start time	End time
Mon	10:00 am	8:00 pm
Tues	10:00 am	8:00 pm
Weds	10:00 am	8:00 pm
Thurs	10:00 am	8:00 pm
Fri	10:00 am	10:00 pm
Sat	10:00 am	10:00 pm
Sun	10:00 am	8:00 pm

CRA Project Manager shall have the discretion to reduce or increase the number of Vehicle Hours and/or determine the hours of operation based on level of demand as determined by monthly data collection and consideration of holidays or other special events so long as the total Vehicle Hours for each month does not exceed the CRA's annual budget for the Service.

Section 10: Levels of Service Reporting

A. Circuit shall provide the CRA with monthly reports describing the level of service for each zone. Upon request, Circuit will provide the CRA with weekly level of service reports for each zone.
B. Monthly data reports shall include:
    i. Number of parties on a daily, weekly and monthly basis
    ii. Number of paying customers
    iii. Gross/Net revenue collected for fare revenue credits which distinguishes between fare revenue collected for Zone 1 trips and fare revenue collected for Zone 2 trips.
    iv. Number of vehicles not in operation on a daily, weekly and monthly basis
    v. Average wait time from request through the mobile app until arrival by assigned driver on a daily, weekly and monthly basis.
    vi. Average trip duration on a daily, weekly and monthly basis.
    vii. Pick-up and drop off location for each trip.
    viii. Average number of passengers per party per trip.
    ix. Average number of parties per trip.
    x. Number of passenger complaints received and resolution of the complaints on a daily, weekly and monthly basis.
C. Circuit shall present a report to the CRA Board on a quarterly basis summarizing the data provided in the monthly reports, the collected fare revenue, and the advertising revenue generated.
D. In the event Circuit does not provide a required report(s), the CRA reserves the right to withhold payment until the required report is received. To the extent that the CRA requires additional information related to the above reporting requirement, Circuit shall provide the information to the CRA.

Section 11: Advertisement Sales

Circuit shall sell space on the exterior or interior of the vehicles for the display of commercial advertising. Net Advertising Revenue, defined below, that is generated by Circuit in connection with the sales of commercial advertising shall be divided equally between Circuit and the CRA. Net Advertising Revenue means the gross advertising revenue received less all costs and expenses, including, but not limited to

advertisement design, production costs, installation and removal costs and customary commissions paid to media sales representatives, incurred by Circuit in connection with providing the advertisement sales. Circuit shall provide an accounting of all advertising revenue with its Level of Service monthly report as required in Section 9, which shall include the gross revenue, costs and expenses Circuit shall provide to CRA a breakdown of the Net Advertising Revenue each month, which shall include the gross revenue plus costs and expenses incurred in connection with providing advertising sales

Section 12. Advertising Guidelines

A. In its agreements with its advertising contractors, Circuit shall reserve the right to reject any advertisement, commercial or noncommercial.

B. Circuit shall determine the methods, details, and means for performing the Advertising Sales Services, subject to the CRA's consent which shall not be unreasonably withheld.

C. All advertising and promotional materials, including, without limitation, any vehicle "wraps" (collectively "**Advertising**") must conform to the following criteria:

i. Defamatory Advertising. No Advertising will be permitted that falsely disparages any person, product, or company, or that is likely to damage the reputation of any person, product, or company.

ii. Advertising Condoning Criminal Conduct. No Advertising will be permitted that is likely to incite or produce imminent unlawful activity.

iii. Obscene Advertising. No Advertising shall display any statement, word, character, or illustration of an indecent or obscene nature, as defined by F.S. Chapter 847, as may be amended from time to time.

iv. False Advertising. No Advertising shall displace false or misleading information, intended to mislead the public as to anything sold, any services to be performed or information disseminated.

v. Tobacco, Firearms, and Cannabis. No Advertising shall display any statement that promotes the sale of tobacco or tobacco products, electronic cigarettes, firearms, or medical marijuana treatment centers or delivery devices in accordance with Florida law.

vi. Existing Laws. All Advertising must conform to all applicable federal, state, and local statutes, laws, ordinances, rules and regulations.

D. The CRA shall request removal of any advertising, commercial or noncommercial, that does not conform to this policy. Such demand will be in writing and will state reasonable grounds for the request. Circuit will consider and act promptly upon the request in accordance with this policy.

Section 13: Ridership Fares

A. Circuit shall collect ridership fares for the services, as follows:

i. For rides that begin and terminate within Zone 1: $1.00 for each rider.

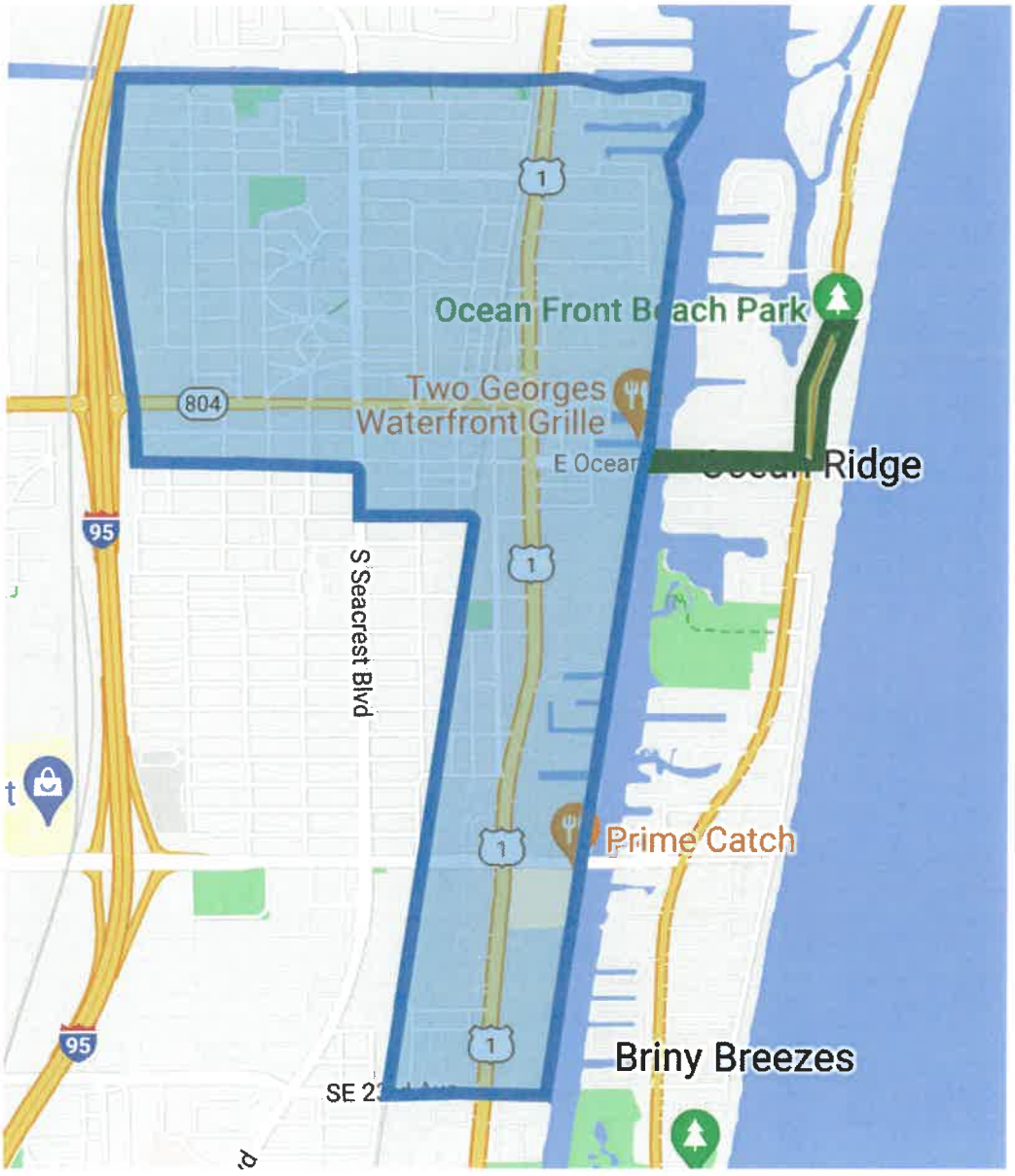
ii. For rides that begin or terminate in Zone 2: $2:00 for each rider. If the rider is part of a group, $2.00 for the initial rider and $1.00 for each additional rider within the group.

B. Circuit shall credit the CRA's monthly invoice for each Zone with 100% of the Net Fare Revenue, defined below, that is generated and collected from ridership fares.

C. Net Fare Revenue means all gross ridership revenue that is collected from the passengers for the services less revenue collection costs and expenses, including but not limited to sales taxes or other taxes imposed by law, credit card processing fees and other billing related charging by third parties imposing similar processing charges. Circuit will be responsible for documenting all costs and expenses and related charges associated with the Net Fare Revenue calculations.

Exhibit A-1 Service Area

The Circuit Service Area for City of Boynton Beach CRA that is active in the Ride Circuit app and on the Circuit website is as follows:



Zone 1: Area shaded blue
Zone 2: Area shaded green

Exhibit B: Pricing Schedule

12

Phase 1 Downtown/Federal Highway/ Beach Zone -

Month	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12
Hours Per Week	60	60	60	60	60	60	60	60	60	60	60	60
Hours Per Month	261	261	261	261	261	261	261	261	261	261	261	261
# of GEMs	1	1	1	1	1	1	1	1	1	1	1	1
# of ADA GEMs	1	1	1	1	1	1	1	1	1	1	1	1
# of EV Vans	0	0	0	0	0	0	0	0	0	0	0	0
# of Sedans	2	2	2	2	2	2	2	2	2	2	2	2
GEM Vehicle Service Hours	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0
ADA Standby GEM Service Hours (STANDBY)	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0	261.0
EV Van Service Hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sedan Service Hours	522.0	522.0	522.0	522.0	522.0	522.0	522.0	522.0	522.0	522.0	522.0	522.0
$ / GEM Service Hour	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97
$ / ADA Standby GEM/Service Hour	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97
$ / EV Van Service Hour	$ - .00	$ - .00	$ .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00	$ - .00
$ / Sedan Service Hour	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97	$ 34.97
Total Costs	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509	$ 36,509
Ad Revenue / Month	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000
Expected Fare Revenue / Month	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132	$ 3,132
Expected Revenues	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132	$ 4,132
Monthly Net Cost to CRA (E)	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377	$ 32,377

GEMS	
Hours of Operations Per week	Vehicle cost / Hour of Operation
40-45	$41.61
46-50	$38.58
51-55	$36.59
56-60	$34.97
61-65	$33.61
66-70	$32.45
71-75	$31.46
76-80	$30.60
81-85	$29.84
86-90	$29.18
91-95	$28.58
96+	$28.05

VANS	
Hours of Operations Per week	Vehicle cost / Hour of Operation
40-45	$60.65
46-50	$55.43
51-55	$52.02
56-60	$49.22
61-65	$46.88
66-70	$44.89
71-75	$43.19
76-80	$41.71
81-85	$40.43
86-90	$39.26
91-95	$38.24
96+	$37.32

Sedans	
Hours of Operations Per week	Vehicle cost / Hour of Operation
40-45	$46.23
46-50	$42.59
51-55	$40.22
56-60	$38.27
61-65	$36.63
66-70	$35.25
71-75	$34.06
76-80	$33.03
81-85	$32.12
86-90	$31.32
91-95	$30.61
96+	$29.97

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/18/2025

Schoolhouse Children's Museum Report - First Quarter FY24-25

Requested Action: Accept FY24/25 first quarter report on operations of the Schoolhouse Children's Museum.

Explanation of Request: Per the City's Management Agreement with the Schoolhouse Children's Museum (Boynton Cultural Centre, Inc.), the Executive Director shall submit a quarterly report to the City Commission on all of its activities, revenues and expenditures at a regularly scheduled Commission meeting.

How will this affect city programs or services? None

Account Line Item and Description: N/A

Fiscal Impact: N/A

Attachments:
Report Q1 FY 24-25.pdf

Schoolhouse Children's Museum

Quarterly Report

FY '24/'25

1st Quarter

General Operations

The first quarter presented mixed results. Museum visitation dropped by 18.64% compared to the same period last year, with increased local competition contributing to the decline. However, we expect that the completion of two new exhibits will help draw more visitors, though progress on these projects has been delayed due to required building maintenance. To counter the decline in visitation, the museum has ramped up its digital marketing efforts.

Membership dues saw a 17.52% decrease, while program income rose by 14.16%. Group visit income fell significantly by 62.8%, as most group visits in the first quarter were grant-funded, with payments expected throughout the year. Party & Facilities income dropped by 16.5%, primarily due to reduced party room capacity from the ongoing building maintenance.

Revenue

Gross revenue for Q1 was 9.12% lower than the previous year. Excluding the City's support, income from operations, including fundraising, for FY '24/'25 Q1 was $230,822, compared to $253,988.70 in FY '23/'24 Q1.

Expenses

Overall expenses for Q1 were 4.8% higher than the same period last year. Total expenses for FY '24/'25 Q1 were $180,944, compared to $172,188 in FY '23/'24 Q1. The increase in expenses is due to higher staffing costs, exhibit maintenance, and the expansion of outreach programming along with the associated costs.

Programming

Programming income has remained steady with a slight increase in program income. We are optimistic about maintaining this momentum throughout the fiscal year as we continue to add new programming.

Net Income

The net income for Q1 was $49,878, a 39.2% decrease compared to $81,800 in Q1 of FY '23/'24. This decline is primarily attributed to a reduction in state funding, due to the veto of arts and culture funding for museums from the State of Florida's Division of Arts and Culture.

Respectfully submitted,

Miriam Naranjo
Executive Director

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/18/2025

Commission Meeting Minutes.

Requested Action: Approve minutes from the January 21, 2025 City Commission Meeting.

Explanation of Request: The City Commission met on January 21, 2025, and minutes were prepared from the notes taken at the meeting. The Florida Statutes provide that minutes of all Commission meetings be prepared, approved and maintained in the records of the City of Boynton Beach.

How will this affect city programs or services? A record of the actions taken by the City Commission will be maintained as a permanent record.

Account Line Item and Description: N/A

Fiscal Impact: There is no fiscal impact to the budget from this item.

Attachments:
City Commission Minutes- January 21, 2025.docx

Minutes of the City Commission Meeting
Held Online Via the GoToWebinar Platform and In-Person
at the City Hall Commission Chambers
100 East Ocean Avenue, Boynton Beach, Florida
On Tuesday, January 21, 2025, at 6:00 P.M.

Present:

Ty Penserga , Mayor
Aimee Kelley, Vice Mayor
Angela Cruz, Commissioner
Woodrow L Hay, Commissioner
Thomas Turkin, Commissioner *(Arrived 6:09 P.M.)*

Dan Dugger, City Manager
Maylee De Jesus, City Clerk
Shawna Lamb, City Attorney

1) Openings

!. A Call to Order - Mayor Ty Penserga

Mayor Penserga called the meeting to order at 6:00 P.M.

Roll Call

Maylee De Jesus, City Clerk, called the roll. A quorum was present.

Invocation

The Invocation was given by Commissioner Woodrow Hay.

Pledge of Allegiance to the Flag led by Mayor Ty Penserga.

Agenda Approval

1. Additions, Deletions, Corrections

Commissioner Cruz requested to add a discussion of construction hours near residential areas to the February 18th meeting.

Commissioner Hay stated that he would like to have a discussion about ethics and behavior on the dais, to the February 18th meeting.

Mayor Penserga stated that staff put together a draft Beautification Program, and he wanted to discuss later in the meeting, or at the next meeting, having a task force or some sort of Committee to present it to the public to provide input. He commented that he favored a Task Force, as it would be limited in scope, whereas an advisory board would be indefinite.

2. Adoption.

Motion:

Vice Mayor Aimee Kelley moved to approve the agenda, as amended. Commissioner Hay seconded the motion. The motion passed unanimously.

2) Other

A. Information Items by members of the City Commission.

Commissioner Hay mentioned, in reference to behaviors on the dais, that it is only fair to let the members of this dais know why other members of the dais are not present. He stated that when someone is absent, there should be a notice as to why. He commended staff for yesterday's activities, despite of the weather. He spoke about celebrating and acknowledging Dr. Martin Luther King Jr., and his legacy and accomplishments.

(Commissioner Turkin arrived at 6:09 P.M.)

3) Announcements, Community and Special Events And Presentations

3.A) Announcement- 2025 International Kinetic Art Experience.

Mayor Penserga announced the event.

4) Public Audience

David Merker spoke about super majority and simple majority regarding firing the City Manager and City Attorney. He suggested that this be brought up and voted on at the next meeting. He said that he was at the MLK Day event and he thanked Commissioner Hay for speaking there.

Mark Karageorge thanked staff for the MLK Day event, and said that it could be better. He spoke about having a dinner, in the past, that would honor the citizens that continued that legacy. He mentioned that in the past they used to march on MLK Boulevard on MLK Day, and that we should bring that back.

Cindy Falco-Di Corrado stated that there is a new President, Donald Trump. She spoke about Minor Attracted Persons (MAPS), and child abuse materials that has been found from a prior City Department Head. She said that the City needs to conduct better background checks for people being hired. She spoke about allegedly being attacked in a Commission Meeting, and the shootings in the City.

Commissioner Turkin left the dais at 6:20 P.M. and returned at 6:26 P.M.

Jim Cizick questioned why the Community Redevelopment Agenda Board no longer has citizen representation on it.

Bob Taylor spoke about the proposed pickleball rate increases and stated that he is a pickleball instructor. He said that the venues we have in Boynton have gone a long way to cater to this sport, but that the predominant number of people who play are older and on fixed incomes. He mentioned that this is one of the only times that these older residents have socialization, and raising the rates would hinder them from continuing to join this sport.

Mike Fitzpatrick stated that there were seven members of the CRA Board, and mentioned the names of the people who were dropped and why. He spoke about a former Public Utilities Director that was trying to save the Kids Kingdom. He asked how staff was doing on not bulldozing the Andrews House.

Ren Stein spoke about his house being struck by bullets five times, and other incidents in the area regarding shootings. He asked what the City is doing to make the City safe, and mentioned that a bullet could travel far from where it is shot. He gave kudos to staff that contacted him after the last Commission Meeting.

Susan Oyer spoke about the Andrews House and asked questions regarding it. She stated that she put in a Public Records Request regarding a report, that is supposed to be an email, that was mentioned regarding a fire report. She mentioned 12 shootings in 19 days in the City, she said that something has to be done.

Charles Hunt spoke about Rolling Green and the liens that are being put on their properties, illegally. He mentioned having the same Code Officer coming to his house and on his property illegally. He said that the Manager does not care about the people, and asked to help save their homes.

Barbara Ready stated that she came across a LinkedIn profile, and that there were 23 Economic Development Hrants that were given out, and mentioned that maybe one of them would like to be for historic homes. She spoke about Ace Hardware being down $50K last year, because of the construction happening. She mentioned how Delray deals with moving a Historic Home, which could help with the Andrews House.

Linda Willimaine spoke about the Parks and Recreation fee schedules and stated that she would like for the City to take it into consideration that there are residents on fixed incomes that will not be able to afford rate increases. She mentioned that it is important for Seniors to stay active.

David Hayes stated that he does not want to be a complainer, but he would be willing to work with the City to help the City be better. He said that the world is full of immorality. He stated that he is concerned about not having a traffic light on 14th and Seacrest.

Commissioner Turkin stated that he had the opportunity to go to the Delray Historical Society and that he was very impressed with the museum, and said that we have the opportunity to do something similar.

Commissioner Hay stated that he does support having a hybrid CRA Board, with citizens involved.

5) Administrative

5.B) Community Support Funds.

Commissioner Cruz mentioned that this is for Young In Faith for $2000.

Motion:

Commissioner Cruz moved to approve Community Support Fund request from Commissioner Cruz. Commissioner Hay seconded the motion. The motion passed unanimously.

5.A) Advisory Board Appointments.

Motion:

Mayor Penserga moved to approve Sol Bath, as the Citizen who is actively engaged as a for-profit provider of affordable housing to the Affordable Housing Advisory Board. Commissioner Hay seconded the motion. The motion passed unanimously.

Motion:

Mayor Penserga moved to approve Jordan Sperling, as a Regular Member of the Building Board of Adjustment and Appeals. Commissioner Turkin seconded the motion. The motion passed unanimously.

6) Consent Agenda

6.A) Proposed Resolution No. R25-017- Approve a Sub-Merchant Application & Agreement with Wonderware, Inc., d/b/a CORE Business Technologies, to accept electronic payments.

6.B) Proposed Resolution No. R25-018- Approve the auction of the vehicles/equipment submitted by the Fleet Maintenance Division for disposal by using the online auctioneer JJ Kane Auctioneers
.

6.C) Proposed Resolution No. R25-019- Approve calling for a General City Election to be held on Tuesday, March 11, 2025, for the purpose of

electing one City Commissioner for District I, one City Commissioner for District III, and one Mayor, and calling for a general City Run-Off Election to be held on Tuesday, March 25, 2025, if necessary.
Proposed Resolution No. R25-020- Approving the 2025 Municipal Election(s) Vote Processing Equipment Use and Elections Services Agreement between the City and Palm Beach County Supervisor of Elections Office.

6.D) Proposed Resolution No. R25-021- Designating a Canvassing Board for the March 2025 Municipal Election.

6.E) Proposed Resolution No. R25-022- Ratifying the Conflict of Interest Waiver relating to Weiss Serota, et al's representation of the City of Boca Raton in connection with MELISSA LAVAGLIO v. CITY OF BOCA RATON, CITY OF BOYNTON BEACH, ET AL., Case No. 9:24-CV-81352, in the United States District for the Southern District of Florida and waive any claim of conflict arising from such representation.

6.F) Proposed Resolution No. R25-023- Authorize the City to apply for the Site Rehabilitation of Petroleum Contamination & Petroleum Cleanup Participation Program (PCPP) for the cleaning of petroleum contamination and rehabilitation at the Public Works Compound, and if awarded, accept and execute a grant agreement with the Florida Department of Environmental Protection, subject to the approval of the City Attorney.

6.G) Proposed Resolution No. R25-024- Ratifying a Right of Entry and Release Agreement for Training on Private Property with FED27, LLC.

Motion:

Commissioner Turkin moved to approve the Consent Agenda. Vice Mayor Kelley seconded the motion. The motion passed unanimously.

7) Consent Bids and Purchases over $100,000

7.A) Proposed Resolution No. R25-025- Approve an Amendment to the Construction Contract for ITB UTL24-019 East Water Treatment Plant High Service Pumps 5 & 6 Improvements Project with Florida Design Drilling, LLC, adding a 10% Contingency Funding in the amount of $45,862.50, for staff-authorized change orders to address unforeseen conditions, bringing the total not-to-exceed purchase order amount to $504,487.50

7.B) Proposed Resolution No. R25-026- Award Invitation to Bid (ITB) No. PWE24-024 for the Fire Station #5 Emergency Generator Replacement

Project to J.T. Equipment Service Co. and approve an Agreement between the City and J.T. Equipment Service Co. for an amount of $744,307 plus a ten percent contingency of $74,430.70 that will be utilized for unforeseen conditions totaling $818,737.70 pending legal approval of the final contract.

7.C) Proposed Resolution No. R25-027- Awarding Request for Qualifications No. UTL24-031 for East and West Water Plant Upgrades and Treatment Options Evaluation, Planning, and Design for Emerging Contaminants Removal- Engineering Services to Jacobs Engineering Group Inc., and approving an Agreement between the City and Jacobs Engineering Group Inc. in the amount not to exceed $5,400,000. Proposed Resolution No. R25-028- Approving an amendment to the Utilities CIP Budget to use Utility Reserve funds for $5,400,000 until the City receives reimbursement from the State Revolving Funded (SRF) Loan for East and West Water Treatment Plant upgrades and treatment Operations Evaluation.

Motion:

Commissioner Hay moved to approve the Consent Bids and Purchases over $100,000. Vice Mayor Kelley seconded the motion. The motion passed unanimously.

8) Public Hearing 6 P.M. or as soon thereafter as the agenda permits. The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

9) City Manager's Report

10) Regular Agenda

10.A) Discussion regarding Recreation and Parks fees and approval of Proposed Resolution No. R25-029- Amending the current Recreation and Parks Division fee schedule, specifically the pickleball and pool admittance fees previously approved on November 19, 2024, Resolution No. R24-290.

Fabien Desrouleaux, Assistant Director, Recreational and Cultural Services, spoke about the pickleball and pool fees as follows: philosophy and implementation; and the Tennis Center.

Vice Mayor Kelley asked for clarification that the fee price covers unlimited visits for a year.

Mr. Desrouleaux responded that it did and that this is an additional item for someone who plays often, and they will have all access inside and outside.

Vice Mayor Kelley spoke about the fee being proposed.

Mr. Desrouleaux stated that they did not change the fees that were originally being proposed.

Vice Mayor Kelley reiterated all of the costs for the recreational fees.

Mr. Desrouleaux spoke about the John Denson Pool increases, and questions.

Commissioner Turkin thanked City Manager Dugger for meeting with residents at High Point, and Mr. Desrouleaux for following up with them. He reiterated that the fees are not changing, and there will be an additional annual pass option. He stated that the City Commission should talk about establishing more pickleball courts. He mentioned that the Commission had discussed the Oceanfront Park rate increases, in the past, and having different types of fees, including a "senior resident" rate.

Commissioner Hay thanked Mr. Desrouleaux for keeping some of the fees the same for the pool, and mentioned that this will help those that do not have a lot of money in the City.

Commissioner Cruz stated that she had conversations with residents last week, and thanked staff for the changes that they have made, and asked if there is a timeframe of when we can look into adding a "senior rate".

Mr. Desrouleaux said that they will start looking into it across the board.

Vice Mayor Kelley asked about the pool schedule and asked for clarification on the charges.

Mr. Desrouleaux stated that they would not double charge for people that are there for two events.

Mayor Penserga asked for consensus on adding a senior rate column.

Vice Mayor Kelley said that its just the pickleball portion that would need it and she would support it.

Mayor Penserga said that he would support a senior rate.

Commissioner Turkin asked to have a senior rate looked at across the board.

Attorney Lamb asked for resolution clarification.

Commissioner Cruz spoke about the condition of the pickleball courts, and using short term fixes rather than long term fixes.

Mr. Desrouleaux said that he can call her to discuss.

Commissioner Cruz spoke about package deals and expirations dates.

Mr. Desrouleaux stated that the fees run the same as the fiscal year, across the board.

Motion:

Commissioner Turkin moved to approve Proposed Resolution No. R25-029. Commissioner Hay seconded the motion. The motion passed unanimously.

10.B) Procurement Policy Update and Our Roadmap to Future Codification our City's New Procurement Code.

Andrew Rozwadowski read their vision into the record. He spoke about revisions to the Purchasing Policy as follows: agenda; overview of current procurement policy; updated policy and next steps; re-writing the procurement code and policy; workshop and action plan; creative solution and input from our City Commission; City Solicitations; contact information; and questions.

Mayor Penserga mentioned that there will be a change of Mayor in March, so he suggests that they do the workshop after the new Mayor is seated.

Vice Mayor Kelley thanked Mr. Rozwadowski for his presentation and asked about registering as a vendor. She asked what are we doing to get the word out about becoming a vendor, so that we are prioritizing our residents to get registered.

Mr. Rozwadowski spoke about his prior municipality posting it on their social media, and about what they are currently doing. He said that they can blast it out on social media, if that's the will of the Commission.

Vice Mayor Kelley encouraged getting the word out on social media, so that we can get information out there, so they show that there's a local preference.

10.C) Year-end Red Light Camera Presentation.

Chief DeGuilio spoke about the Red Light Camera Safety Camera (Red Light Camera) Program 2024 report as follows: current RLC locations; Current RLC locations (continued); RLC Intersection Crash Data; data overview; what is the violation process; what are the red light camera funds used for; investigative uses of RLC video; Boynton Beach resident violator rate; agencies with Red Light Cameras; and questions.

Commissioner Hay asked if they could get feedback from the community.

Chief DeGuilio said that they typically get negative comments from those receiving a citation, but that there is a process for any citation, if there is pushback.

Commissioner Hay asked if there are any plans to expand or reduce the RLC Program.

Chief DeGuilio stated that in 2022, there was a plan to add six more cameras, which is being worked on, but there are no plans to do more. He spoke about the contract expiration date in 2026.

Commissioner Hay asked if there is a sunset or a plan for the future to add more cameras.

Chief DeGuilio said that there is no plan to add more cameras at the moment. He spoke about the benefits of the cameras, and mentioned that they would have additional conversations to add or remove camera locations if there is a concern about them. He mentioned the company doing their own traffic analysis too.

Commissioner Hay asked about maintenance.

Chief DeGuilio said that the vendor is responsible for maintenance of the cameras, and they take care of it quickly.

Vice Mayor Kelley stated that she is shocked at the volume of traffic coming through the City, and the reduction in crashes, which shows that this program is working. She said that she would like to know if the numbers really changed from the first five years as opposed to now. She asked how do they utilize these traffic numbers to figure out issues we're having on our City streets.

Chief DeGuilio spoke about using the data to determine patrolling in certain areas. He mentioned that their goal is to reduce crashes and fatalities.

10.D) Quarterly CIP Update.

Rick Hoffer, Assistant Director of Public Works, spoke about the Capital Improvements Plan (CIP) Quarterly Update as follows: CIP 1Q FY 24/25 update- budget; Fund 301; Fund 302; Fund 303; funding by department; project updates- Chapel Hill Entrance; project updates- Golfview Harbor Streets Resurfacing; project updates- Hester Center concession stand; project updates-Neighborhood Road Resurfacing: Meadows, Golfview Harbor and Citrus Park Lane; project updates- Oceanfront Park concession building remodel; project updates- Denson pool heaters; project updates- Airnasium; project updates- Cultural Center Auditorium; project updates- Centennial Park Landscape replacement; project updates- SE 1st Street; project updates- Pioneer Park Boat Ramp; project updates- Fire Station #2 (hardening); project updates- Fire Department Boat Dock and Lift; project updates- SE 36th Avenue (Gulfstream Blvd.) road rehab; project updates- Sara Sims Cemetery expansion project; project updates-

Pence Park Reconstruction; project updates- Mangrove Park Boardwalk Removal; project updates- Harvey Oyer Jr. Park Pier replacement; project updates- Lawrence Road Beautification; project updates- Jaycee Park Master Plan/New Play Structure; project updates- San Castle; project updates- Marine Complex; project updates- Fire Station 3- new Fire Station; and questions.

Vice Mayor Kelley left the dais at 7:46 PM and returned at 7:51 PM.

Commissioner Turkin thanked Mr. Hoffer for the presentation and asked him about the Gulfstream Project. He asked if the City of Delray Beach maintains the median on Gulfstream.

Kevin Ramsey, Director, Public Works, stated that the City maintains it for now, but there will be a cost sharing with Delray when this project is done.

Commissioner Turkin spoke about the Pioneer Park Boat Ramp being almost fully funded by a grant and mentioned that we should try to get grants for the Harvey Oyer ramps. He spoke about getting the Bocce Ball Courts and Jaycee Park shaded

Andrew Mack, Deputy City Manager, stated that they can look into it for next fiscal year.

Vice Mayor Kelley mentioned that Solar Shade might work for those courts, and that perhaps they could partner with FPL on this. She said that she loves this presentation and that it should be given regularly. She spoke about funding on the federal level for public safety and that we should throw our names in all of the hats for those grants.

Mr. Hoffer commented that he plans to give quarterly reports.

Commissioner Hay asked about the Hester Center, and that when it rains, there's nowhere for the water to go, and asked to have that area covered in the future. He spoke about Centennial Park and replacing the grass.

Mr. Hoffer responded that the City is replacing the grass with artificial turf.

Mr. Mack stated that it is a different style of turf that will be used in Centennial Park, that is meant for that application, and not an athletic use.

Commissioner Hay asked about Sara Sims Cemetery Expansion and if there are additional lands beyond the expansion, perhaps across the street, that will be considered.

Mr. Mack responded that the City will not go beyond this area for Sara Sims, but the City is looking at other areas for another cemetery.

Commissioner Hay asked how the Police and Fire ramps at the Marina will impact the parking.

Mr. Mack said that there will be some changes, but there will be additional parking spaces.

Commissioner Turkin mentioned that the City is using turf, so residents should be able to use turf also.

Mayor Penserga mentioned that he would like to have a Beautification Task Force where the residents can be involved and that he is not imagining an overly structured task force, but he is open to a variation of it.

Vice Mayor Kelley asked for Legal to find out about perimeters and legal options.

City Attorney Lamb stated that if the City wants to create an advisory board, it would need an ordinance.

Mayor Penserga said that he would shy away from it being a long-term advisory board.

Commissioner Cruz said that it should be long term and that she favored having an advisory board.

Commissioner Turkin said that a board would be good, so there's structure, or monthly workshops and input that staff and residents can participate in.

Commissioner Hay stated that he is not in favor of another board because we are having trouble filling the current boards. He said that he would be more in favor of a task force.

Mayor Penserga mentioned having a hybrid approach, start off with a Task Force and if there is consistent interest, create a Board.

There was consensus from the board on a hybrid approach.

Mayor Penserga said that he would like this to start as soon as possible.

City Attorney Lamb explained the process.

City Manager Dugger stated that he would like to meet with the Commissioners individually.

Commissioner Cruz said that she does not have further opinions.

Mayor Penserga said that he does not either, he just wants this to get started.

Vice Mayor Kelley said that this Task Force can promote our Adopt-a-Road Program and said that the more boots on the ground that we have, it's a positive. She mentioned

looking at the plan and figuring out what are the quick and easy things that the task force can do to promote the beautification program.

Mayor Penserga reiterated the process that they will have. He asked if it will return to the Commission as a Resolution.

City Lamb responded that it should be formalized if its a task force.

11) Future Agenda Items

11.A) Discussion regarding Citywide Master Plan to light up the City.- TBD
11.B) Discussion on additional paving in fiscal year 24-25 – TBD
11.C) Discussion on utility lift station upgrades and odor control – TBD
11.D) Discussion regarding the City's Comprehensive Plan. – TBD
11.E) Discussion regarding how to attract more affordable housing within the City - TBD
11.F) Discussion regarding requirements for Advisory Board Appointments.- Pending meeting with Vice Mayor Kelley
11.G) Discussion regarding Hazard Pay for Community Standards.- Pending meeting with Commissioner Cruz
11.H) Discussion regarding Amendments to the Code of Ordinances regarding flooding in the community.- Pending meeting with Commissioner Cruz
11.I) Discussion regarding combining City properties together to create senior affordable housing - Pending meeting with Mayor Penserga

12) Adjournment

Motion:

Commissioner Angela Cruz moved to adjourn. Commissioner Hay seconded the motion. The motion passed unanimously.

The meeting was adjourned at 8:18 P.M.

CITY OF BOYNTON BEACH
ATTEST:

_____
Maylee De Jesús, MMC, MPA, City Clerk

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/18/2025

Proposed Resolution No. R25-048- Approve a Piggyback Agreement between the City of Boynton Beach and Morton Salt, Inc., for the purchase and delivery of Sodium Chloride in an amount not to exceed $200,000 per year annually.

Requested Action:

Staff recommends approval of Proposed Resolution No. R25-048.

Explanation of Request:

City Contract Period commences upon execution by the parties and continues through December 10, 2025.

The Utility utilizes sodium chloride at the East Water Treatment Plant to regenerate the resin used in the Magnetic Ion Exchange (MIEX) process. The regenerated resin is used in the MIEX treatment process to remove hardness and other undesirable characteristics from the City's drinking water. The Utilities Department is requesting piggyback of the Palm Beach County Bid No.22-090R/MB to obtain sodium chloride for this treatment process from Morton Salt, Inc. The County's contract was executed on December 11, 2022, with an initial twelve (12) month term with the option to renew for four (4) additional twelve (12) month periods. The County has currently exercised two of the renewal options, and the County contract currently expires on December 10, 2025. The piggyback agreement may be renewed on the same terms and conditions as the County contract upon mutual written agreement. The Palm Beach County contract meets City of Boynton Beach procurement requirements.

How will this affect city programs or services? This product is necessary for water treatment.

Budgeted Item: Yes

Account Line Item and Description: 401-2811-536.52-35, Process Chemicals

Fiscal Impact: The annual fiscal impact is $200,000.

Attachments:

R25-048 Agenda Item 2721-2025 Resolution for Piggyback Agreement with Morton Salt, Inc..docx
Piggyback Agreement - Morton Salt 1.17.25 - signed1.pdf
Morton Salt Agreement - PBC 1.pdf
FL Boynton Beach City '24 COI revised.pdf

RESOLUTION NO. R25-048

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH MORTON SALT, INC. FOR THE PURCHASE AND DELIVERY OF SODIUM CHLORIDE FOR AN AMOUNT NOT-TO-EXCEED $200,000 ANNUALLY; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City Utilities Department uses sodium chloride at the East Water Treatment Plant to regenerate the resin used in the Magnetic Ion Exchange ("MIEX") process to remove hardness and other undesirable characteristics from the City's drinking water; and

WHEREAS, on December 11, 2022, the Palm Beach County Board of County Commissioners ("County") entered into a contract with Morton Salt, Inc. ("Vendor") for the purchase and delivery of sodium chloride, based on the County's Solicitation No. 22-090R/MB, with an initial one-year term and four (4) additional one-year renewal options; and

WHEREAS, on December 11, 2024, the County exercised the second renewal option and extended the contract through December 10, 2025; and

WHEREAS, the requested piggyback agreement with the Vendor is necessary for water treatment with the contract between the City and Vendor to have an initial term through December 10, 2025 with the option to renew for two (2) additional twelve (12) month periods exercised upon mutual written agreement; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the Piggyback Agreement with the Vendor to provide the City with sodium chloride, with an annual amount not to exceed $200,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the Piggyback Agreement between the City and Vendor, for the purchase and delivery from Vendor of sodium chloride, with an annual amount not to exceed $200,000, in form and substance similar to the, attached as Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Piggyback Agreement. The Mayor is further authorized to execute any renewal amendments or other ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. The City Clerk shall retain the fully executed Piggyback Agreement as a public record of the City. A copy of the fully executed Piggyback Agreement shall be provided to Bryan Heller to forward to the Vendor.

SECTION 5. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

(Corporate Seal)

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND MORTON SALT, INC.

This Piggyback Agreement is made as of this __ day of _____, 2024, by and between Morton Salt, Inc., a Delaware corporation, with a principal address of 444 West Lake St., Suite 2900, Chicago, IL 60606 hereinafter referred to as "Vendor," and the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City."

RECITALS

WHEREAS, on August 10, 2022, Palm Beach County Board of County Commissioners, issued an "Invitation for Bid" (IFB) to secure firm, fixed pricing and establish a term contract for the purchase and delivery of Sodium Chloride, Solar Salt quality or greater for which they received one (1) response; and

WHEREAS, Palm Beach County Board of County Commissioners found Morton Salt, Inc. ("Vendor") to be a responsive, responsible bidder, and awarded it a one-year (1) contract commencing December 11, 2022, and terminating December 10, 2023, with an option to extend the contract for four (4) additional one (1) year terms, Bid No. 22-090R ("Master Agreement"); and

WHEREAS, the City's Purchasing Policy Section X – Alternatives to Formal Sealed Bids, provides authority for the City to acquire or contract for services without utilizing a sealed competitive method or the written quotations methods where the desired services are the subject of an agreement that utilizes another government entity's contract, provided that the contract was awarded based strictly on competitive bidding; and

WHEREAS, in order to remove hardness and other undesirable characteristics from the City's drinking water, the City's Utilities Department is requesting the City enter into a Piggyback Agreement with the Vendor for the supply of sodium chloride to regenerate the resin used in the Magnetic Ion Exchange (MIEX) process for the East Water Treatment Plant; and

WHEREAS, the City and Vendor have agreed to allow the City to piggyback the Master Agreement, a copy of which is attached as Exhibit "A."

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

PIGGYBACK AGREEMENT

1. The foregoing recitals are true and correct and are hereby incorporated in this Piggyback Agreement.

2. **TERM:** The term of this Piggyback Agreement commences on full execution by the parties and will remain in effect until December 10, 2025. The Piggyback Agreement may be renewed for two (2) additional one-year terms if and for only so long as the duration of the Master Agreement has been so extended. The Mayor is authorized to execute any renewal amendments. The initial term and any subsequent renewals of this Agreement are subject to the renewal or extension of the Master Agreement. If the Master Agreement expires or is terminated during the Term, this Agreement shall terminate on the same date as such expiration or termination of the Master Agreement.

3. **CONTRACT TERMS:** The Vendor shall complete the Services on the same terms and in the same manner as set forth in the Master Agreement, except as otherwise provided herein. All recitals, representations, and warranties of Vendor made by Vendor in the Master Agreement are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein, except that all references to the "Palm Beach County" are hereby replaced with the "City of Boynton Beach." The City shall compensate the Vendor pursuant to the rates set forth in the Master Agreement for the Services in an amount not to exceed $200,000.00 per year of the Piggyback Agreement.

4. **NOTICES:** All Notices to the City shall be in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, sent to:

City: Daniel Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy: Shawna G. Lamb, City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

5. **INVOICES AND PAYMENT:** Invoices must identify the PO number and should be mailed to:

Boynton Beach Finance Department
Attn: Accounts Payable
P.O. Box 310
Boynton Beach, FL 33425.

Invoices shall show the quantity and name of the goods purchased by City from Vendor and date(s) of delivery of such goods to the City. Vendor shall provide W-9 with first invoice.

The payment for goods delivered to the City by Vendor shall be paid based on receipt of a proper invoice. Payment will be made within thirty (30) days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Vendor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Vendor of liability for the defective, faulty, or incomplete rendition of the Services.

6. **TAX EXEMPT:** The City is exempt from Florida state and local sales and use taxes. Upon request, City shall provide an exemption certificate to Vendor with proof of tax-exempt status.

7. **SOVEREIGN IMMUNITY:** Nothing contained in this Piggyback Agreement shall be considered nor construed to waive City's rights and immunities under the common law or section 768.28, Florida Statutes, as may be amended.

8. **ATTORNEY'S FEES:** In the event that either Party brings suit for enforcement of the Piggyback Agreement, each Party shall bear its own attorney's fees and court costs.

9. **PUBLIC RECORDS:**

The City is a public agency subject to Chapter 119, Florida Statutes (F.S.). Notwithstanding anything contained herein, as provided under Section 119.0701, F.S. if Vendor: (i) provides a service; and (ii) acts on behalf of the City as provided under Section 119.011(2), F.S., the Vendor shall comply with Florida's Public Records Law, Section 119.0701, F.S. The Vendor is specifically required to:

A. Keep and maintain public records required by the City to perform the services provided under the Piggyback Agreement;

B. Upon request from the City's custodian of public records ("City's Custodian") or City's representative/liaison on behalf of the City's Custodian, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Vendor shall destroy all copies of such confidential and exempt records remaining in its possession once the Vendor transfers the records in its possession to the City; and

D. Upon completion of the contract, Vendor shall transfer to the City, at no cost to the City, all public records in Vendor's possession All records stored electronically by Vendor must be provided to the City, upon request from the City's Custodian of public records, in a format that is compatible with the information technology systems of the City.

E. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS TO THE CITY RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

10. **SCRUTINIZED COMPANIES - 287.135 AND 215.473:** By execution of this Piggyback Agreement, Vendor certifies that Vendor is not participating in a boycott of Israel. The Vendor further certifies that Vendor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Vendor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Vendor of the City's determination concerning the false certification. The Vendor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

11. **E-VERIFY:** VENDOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Piggyback Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Piggyback Agreement is terminated for a violation of the statute by Vendor, Vendor may not be awarded a public contract for a period of one (1) year after the date of termination.

12. **DISPUTES:** Any disputes that arise between the parties with respect to the performance of this Piggyback Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Piggyback Agreement shall be construed under Florida Law.

13. **EXECUTION OF THE AGREEMENT:** This Piggyback Agreement will take effect once signed by both parties. This Piggyback Agreement may be signed by the parties in counterparts, which together shall constitute one and the same agreement among the parties. A facsimile or electronic signature shall constitute an original signature for all purposes. Each person signing this Piggyback Agreement on behalf of either Party individually warrants that he or she has full legal power to execute the Addendum on behalf of the Party

for whom he or she is signing and to bind and obligate such Party with respect to all provisions contained in this Piggyback Agreement

14. **TERMINATION FOR CONVENIENCE:** This Piggyback Agreement may be terminated by the City for convenience upon fourteen (14) calendar days of written notice by the terminating party to the other party for such termination in which event the Vendor shall be paid its compensation for services performed to the termination date, including services reasonably related to termination. .

15. **TERMINATION FOR CAUSE:** In addition to all other remedies available to City, this Piggyback Agreement shall be subject to cancellation by City for cause, should Vendor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days' after receipt by Vendor of written notice of such neglect or failure.

16. **INDEMNIFICATION:** The indemnification provision of the Master Agreement applies, with the term "City" replacing "County" therein.

17. **INSURANCE:** At the time of execution of this Piggyback Agreement, Vendor shall provide the City with a copy of its Certificate of Insurance reflecting the insurance coverage required by the Master Agreement. The Certificate of Insurance shall include the City of Boynton Beach, and its officers, employees and agents as an additional insured.

18. **LIMITATION OF LIABILITY:** Notwithstanding any provision of the Piggyback Agreement to which it is applicable, City shall not be liable or responsible to Vendor beyond the amount remaining due to Vendor under the Piggyback Agreement, regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to Vendor for punitive or exemplary damages or for lost profits or consequential damages.

19. **NO SPECIAL DAMAGES.** In no event shall either Party be liable to the other party for any special damages, speculative damages, indirect, special, incidental, consequential, loss of profits, or other damages or losses of any kind whatsoever, no matter what the cause.

20. **INDEPENDENT CONTRACTOR:** The Piggyback Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that Vendor is an independent contractor pursuant to the Piggyback Agreement and shall not be considered the City's employee for any purpose.

21. **COMPLIANCE WITH LAWS:** Vendor hereby warrants and agrees that at all times material to the Piggyback Agreement, Vendor shall perform its obligations in compliance with all applicable U.S. federal, and Florida state, and local laws, rules, and regulations, including section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

22. **ASSIGNMENT:** In the event this Piggyback Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered, under any circumstances by Vendor, Vendor must gain prior written consent from City thirty (30) business days before such transfer. For purposes of this Piggyback Agreement, any change of ownership of Company shall constitute an assignment that requires City's approval. Notwithstanding the

foregoing, Vendor may, without City's consent, assign this Piggyback Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Piggyback Agreement. Vendor shall provide City written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Piggyback Agreement within thirty (30) calendar days of such event.

23. **AGREEMENT SUBJECT TO FUNDING:** The Piggyback Agreement shall remain in full force and effect only as long as the expenditures provided for in the Piggyback Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Piggyback Agreement, and is subject to termination based on lack of funding. Early termination by City due to loss of funding shall not obligate Vendor to refund any prepaid fees.

24. **ENTIRE AGREEMENT.** The Piggyback Agreement, including the Master Agreement, sets forth the entire Agreement between the City and the Vendor with respect to the subject matter of this Piggyback Agreement. This Piggyback Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Piggyback Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

25. **SEVERABILITY.** If any provision of this Piggyback Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Piggyback Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

26. **ANTI-HUMAN TRAFFICKING**. On or before the Effective Date of this Piggyback Agreement, Vendor shall provide City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

Signature Page to follow

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF BOYNTON BEACH, FLORIDA

Ty Penserga, Mayor

Approved as to Form:

Shawna G. Lamb, City Attorney

Attested/Authenticated:

Maylee DeJesus, City Clerk

MORTON SALT, INC.

(Signature), Morton Salt, Inc.

Gary Bartuska

Gary Bartuska,
Director, Sales B2B East

Director B2B Sales

Title

MORTON SALT, INC. CORPORATE SEAL 2010 DELAWARE

(Corporate Seal)

Attest/Authenticated:

(Signature), Witness

Meredith Kerr

Print Name

EXHIBIT "A"
AGREEMENT BETWEEN PALM BEACH COUNTY
AND MORTON SALT, INC.

Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 242-6744
www.pbc.gov/purchasing

Palm Beach County Board of County Commissioners

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

County Administrator

Verdenia C. Baker

Form L

December 10, 2024

Morton Salt, Inc.
444 West Lake Street
Suite 2900
Chicago, IL 60606

TERM CONTRACT #22090RB

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for SODIUM CHLORIDE, SOLAR SALT QUALITY, PURCHASE AND DELIVERY OF based on:

[X] RENEWAL OF CONTRACT based on SOLICITATION #22-090R/MB in accordance with all original terms, conditions, specifications and prices with no deviation.

The term of this contract is 12/11/2024 through 12/10/2025, and has an estimated dollar value of $1,040,000.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY030305000000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact Jonathan Silva at JSilva@pbc.gov or (561) 616-6808.

Sincerely,

Melody Thelwell
Director

c: Vernetha Green, Water Utilities
File

"An Equal Opportunity Affirmative Action Employer"

printed on sustainable and recycled paper

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/ 6/2024

Proposed Resolution No. R24-028- Approve the one-year extension for RFPs/RFQs/Bids and/or piggy-backs for the procurement of services and/or commodities over $100,000 as described in the written report for February 6, 2024 - "Request for Extensions and/or Piggy-backs."

Requested Action: Approve Proposed Resolution No. R24-028.

Explanation of Request: As required, the Finance/Procurement Department submits requests for award to the Commission, requests for approval to enter into contracts and agreements as the result of formal solicitations, and piggyback governmental contracts. Options to extend or renew are noted in the “Agenda Request Item” presented to the Commission as part of the initial approval process. Procurement seeks to provide an accurate and efficient method to keep the Commission informed of pending renewals and anticipated expenditures by reducing the paperwork of processing each renewal and/or extension individually and summarizing the information in a monthly report (as required).

VENDOR(S)	DESCRIPTION OF SOLICIATION	SOLICITATION NUMBER	RENEWAL TERM	AMOUNT
C.A.P. Government, Inc.; Universal Engineering Sciences, LLC	Supplemental Building Inspections and Plan Review Services	City of Boynton Beach RFP No. 021-2411-20/RW	February 17, 2024 - February 16, 2025	Annual Estimated Expenditure $400,000

Calvin, Giordano & Associates, Inc.	Supplemental Building Inspections and Plan Review Services	City of Boynton Beach RFP No. 021-2411-20/RW	February 17, 2024 - February 16, 2025	Vendor requests an approximately 8% increase to its rates. Staff recommends approval of the rates increase
Morton Salt, Inc.	Purchase and Delivery of Sodium Chloride, Solar Salt Quality	Piggyback Palm Beach County Contract No 22-090R/MB (COBB No. UTL23-035)	December 11, 2023 - December 10, 2024	Annual Estimated Expenditure $200,000

How will this affect city programs or services? This renewal report will be used for those solicitations, contracts/agreements, and piggy-backs that are renewed/extended with the same terms and conditions and pricing.

Fiscal Impact: Funds have been budgeted under the line items as noted on the attached report.

Attachments:
R24-028 Approving__one-year_extension_for_Bids_and_or_piggy-backs_over__100_000-_Reso.docx
$100K over REQUEST FOR BID EXTENSIONS February 6, 2024 Report
Renewal Interest Letter - CAP Government Inc 2024-2025 Signed.pdf
Renewal Interest Letter - Universal Engineering Sciences LLC 2024-2025 - Signed.pdf
Renewal Interest Letter - Calvin, Giordano & Associates Inc. - 2024-2025 - Signed.pdf
Calvin, Giordano & Associates, Inc. - Boynton Beach Rate Increase Request for FY24-25
Palm Beach County Renewal - Morton Salt, Inc. 2023-2024

RESOLUTION NO. R24-028

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE ONE-YEAR EXTENSION FOR RFPS/RFQS/BIDS AND/OR PIGGY-BACKS FOR THE PROCUREMENT OF SERVICES AND/OR COMMODITIES OVER $100,000, AS DESCRIBED IN THE WRITTEN REPORT FOR FEBRUARY 6, 2024; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Finance/Procurement Department submits requests for award to the Commission; requests for approval to enter into contracts and agreements as the result of formal solicitations; and to piggy-back governmental contracts; and

WHEREAS, options to extend or renew are noted in the "Agenda Request Item" presented to the Commission as part of the initial approval process; and

WHEREAS, to provide an accurate and efficient method of keeping the City Commission informed of pending renewals and the anticipated expenditures, a monthly summary report of each renewal and/or extension is produced; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, upon the recommendation of staff, deems it to be in the best interests of the City residents to approve the one-year extension for RFPs/RFQs/Bids and/or piggy-backs for the procurement of services and/or commodities over $100,000 as described in the written report for February 6, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Commission hereby approves the one-year extension for RFPs/RFQs/Bids and/or piggy-backs for the procurement of services and/or commodities over $100,000 as described in the written report for February 6, 2024. A copy of the written report for February 6, 2024, is attached hereto and incorporated herein as Exhibit "A."

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 6th day of February 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	
Vice Mayor – Thomas Turkin	✓	
Commissioner – Angela Cruz	✓	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Aimee Kelley	✓	
VOTE	5-0	

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

Ty Penserga
Mayor

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

CITY OF BOYNTON BEACH
REQUESTS FOR BID EXTENSIONS AND PIGGY-BACKS OVER $100,000
February 6, 2024

REQUESTING DEPARTMENT: ***Development - Building***
DEPARTMENT CONTACT: ***John Kuntzman***
TERM: ***February 17, 2024 to February 16, 2025***
SOURCE FOR PURCHASE: ***RFP 021-2411-20/RW***
ACCOUNT NUMBER: ***130-2411-524.49-17***
VENDOR(S): **C.A.P Government, Inc.; Universal Engineering; Calvin, Giordano & Associates**

ANNUAL ESTIMATE: ***$400,000***

DESCRIPTION:
On February 16, 2021, Commission awarded contracts to three (3) firms, C.A.P. Government, Inc.; Universal Engineering Sciences, Inc.; and Calvin, Giordano & Associates, Inc. based on RFP 021-2411-20/RW for Supplemental Building Inspections and Plan Review Services. These firms provide professional services to fire, building, electrical, mechanical, and plumbing inspections, and plan review on an as-needed basis. The Contract allows for an initial (1) year period with an option to renew for three (3) additional one-year terms. All three (3) firms have agreed to renew the contract for the 3rd one-year renewal term with the same terms and conditions.

Calvin, Giordano & Associates request an increase to its rates following the All Urban Consumers Price Index (CPI-U). The vendor requests an approximately 8% increase in its rates. Staff recommends approval of the rate increases.

REQUESTING DEPARTMENT: ***Utilities***
DEPARTMENT CONTACT: ***Bryan Heller***
TERM: ***December 11, 2023 to December 10, 2024***
SOURCE FOR PURCHASE: ***Piggyback Palm Beach County Contract No. 22-090R/MB - Purchase and Delivery of Sodium Chloride, Solar Salt Quality (COBB No. UTL23-035)***
ACCOUNT NUMBER: ***401-2811-536.52-35***
VENDOR(S): **Morton Salt, Inc.**

ANNUAL ESTIMATE: ***$200,000***

DESCRIPTION:
On March 21, 2023, Commission approved the piggyback of Palm Beach County term contract # 22090R (Solicitation #22-090R/MB) with Morton Salt, Inc. for the Purchase and Delivery of Sodium Chloride at the East Water Treatment Plant. The initial term of the Contract was twelve (12) months December 11, 2022 – December 10, 2023, with the option to renew for (4) additional twelve (12) month periods exercised upon mutual written agreement. The vendor has agreed to renew the Agreement for the 1st twelve (12) months term December 11, 2023 – December 10, 2024.

Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 242-6744
www.pbcgov.com/purchasing

Palm Beach County Board of County Commissioners

Gregg K. Weiss, Mayor
Maria Sachs, Vice Mayor
Maria G. Marino
Michael A. Barnett
Marci Woodward
Sara Baxter
Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

printed on sustainable and recycled paper

Form L

December 5, 2023

Morton Salt, Inc.
Angel Carreno Customer Supply Chain Associate II
444 W Lake Ste 3000
Chicago, IL 60606

TERM CONTRACT #22090RA

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for SODIUM CHLORIDE, SOLAR SALT QUALITY, PURCHASE AND DELIVERY OF based on:

[X] RENEWAL OF CONTRACT based on SOLICITATION #22-090/MB in accordance with all original terms, conditions, specifications and prices with no deviation.

The term of this contract is 12/11/2023 through 12/10/2024, and has an estimated dollar value of $1,040,000.00.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY030305000000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact Marva Brown at mbrown@pbcgov.org or 561-616-6815.

Sincerely,

Melody Thelwell
Director

c: Vernetha Green, Water Utilities
File

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 3/21/2023

Requested Action by Commission:
Approve utilizing the Palm Beach County term contract # 22090R (Solicitation #22-090R/MB) dated December 11, 2022 through December 10, 2023 with Morton Salt, Inc. The contract will be utilized for the purchase of sodium chloride, with an estimated annual expenditure of $200,000.

Explanation of Request:
Contract Period December 11, 2022 – December 10, 2023

The Utility utilizes sodium chloride at the East Water Treatment Plant to regenerate the resin used in the Magnetic Ion Exchange (MIEX) process. The regenerated resin is used in the MIEX treatment process to remove hardness and other undesirable characteristics from the City's drinking water. The Utilities Department would like to piggyback the Palm Beach County Bid No.22-090R/MB to obtain sodium chloride for this treatment process from Morton Salt, Inc. The contract initial term is twelve (12) months with the option to renew for four (4) additional twelve (12) month period(s) exercised upon mutual written agreement. The Palm Beach County contract meets City of Boynton Beach procurement requirements.

How will this affect city programs or services? This product is necessary for water treatment.

Fiscal Impact:
Budgeted funding is available in Utilities account 401-2811-536-52.35.

Alternatives:
The City could bid its own contract, but benefits from better pricing by using the contract of a larger utility for sodium chloride.

Strategic Plan: High Performing Organization, Public Health and Safety

Strategic Plan Application:

Climate Action Application:

Is this a grant? No

Grant Amount:

Contracts

Vendor Name: Morton Salt, Inc.

Start Date: 12/11/2022

End Date: 12/10/2023

Contract Value: $200,000

Minority Owned Contractor?: No

Extension Available?: No

Extension Explanation:

Attachments:

	Type	Description
🗋	Other	Bid Award
🗋	Bid	Bid and Response
🗋	Letter	Permission to Piggyback

Purchasing Department
50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199
(561) 616-6800
FAX: (561) 242-6744
www.pbcgov.com/purchasing

Palm Beach County Board of County Commissioners

Robert S. Weinroth, Mayor

Gregg K. Weiss, Vice Mayor

Maria G. Marino

Dave Kerner

Maria Sachs

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

Form L

November 15, 2022

Morton Salt, Inc.
Jennifer McCormick, Vice President, Sales and marketing
444 West Lake Street, Suite 3000
Chicago, IL 60606

TERM CONTRACT # 22090R

Dear Vendor:

This is to inform you that Palm Beach County Board of County Commissioners ("County") is entering into a Term Contract with your company for Sodium Chloride, Solar Salt Quality, Purchase and Delivery based on:

[X] SOLICITATION # 22-090R/MB

The term of this contract is 12/11/2022 through 12/10/2023 and has an estimated dollar value of $1,040,850.00.

If applicable, Vendor shall maintain all insurance coverage(s) throughout the entire term of the contract, including any renewals or extensions thereof.

County User Departments will issue individual "Delivery Orders" against this contract as your authorization to deliver. The original invoice must be sent to the address on the Delivery Order ("DO") and must reference the DO number (e.g., DO 680 XY030305000000001111). A copy of the invoice may be sent to the County User Department. Invoices submitted on carbon paper shall not be accepted. In order for the County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the Vendor's bid/quote/response must be exactly the same as it appears on the invoice and in the County's VSS system that can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. Failure to comply with the foregoing may result in a delay in processing payment.

If you have any questions, please contact Marva Brown at mbrown@pbcgov.org or (561) 616-6815.

Sincerely,

Melody Thelwell
Director

c: Vernetha Green, Water Utilities
File

printed on sustainable and recycled paper

SPECIFICATIONS
IFB #22-090R/MB

SODIUM CHLORIDE, SOLAR SALT QUALITY, PURCHASE AND DELIVERY OF, TERM CONTRACT (RE-BID)

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE	TOTAL OFFER
1.	Sodium Chloride, Granular, Solar Salt Quality, Bulk Delivery in accordance with AWWA #B-200 Standards, as specified herein.	8,100	TON	$ 171.31	$ 1,387, 611.00

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Acknowledge Qualification of Bidders information is included, per Term #10? YES/INITIAL JK

Acknowledge Criminal History Records Check requirement, per Term #11? YES/INITIAL JK

Acknowledge Insurance requirements, per Term #21? YES/INITIAL JK

* PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

Per General Term and Condition #7., if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of the County, provide a copy of the Joint Venture Agreement signed by all parties.

Commercial Non-Discrimination Certification:
By signing below, bidder hereby certifies, per General Term and Condition #3n. that: (i) the information set forth therein is true and correct to the best of the bidder's knowledge; and (ii) there are no legal/administrative proceedings required to be disclosed, except as disclosed in bidder's response.

COMPANY NAME: (Enter the entire legal company name of the bidding entity)	DATE:
Morton Salt, Inc.	9/1/2022
* **SIGNATURE**: Jen McCormick	PRINT NAME: Jennifer McCormick PRINT TITLE: Vice President, Sales and Marketing
ADDRESS: 444 West Lake Street, Suite 3000	
CITY / STATE: Chicago, IL	ZIP CODE: 60606
TELEPHONE # 844-410-0513	EMERGENCY # 844-410-0513 / TOLL FREE # 844-410-0513
FAX # 312-896-9208	E-MAIL: buyindustrial@mortonsalt.com
APPLICABLE LICENSE(S) NUMBER #	TYPE:
FEDERAL ID # 27-3146174	

QUALIFICATIONS OF BIDDERS
REFERENCES FOR IFB #22-090R/MB

Bidder shall list references in accordance with the requirements set forth in the Qualifications of Bidders.

REFERENCE NAME:	Hood Packaging	
ADDRESS:	2360 McDowell Road Burlington Ontario L7R 4A1	
CONTACT NAME:		**This contact must be informed that they are listed as a reference, and the County may be calling them.**
CONTACT INFORMATION:	**Phone:** 877-462-6627	**Cell:**
	Fax: 905-637-1065	**E-Mail:**
SCOPE OF WORK:		
CONTRACT DATES:		

REFERENCE NAME:	Mondi Bags USA LLC	
ADDRESS:	1200 Abernathy Road NE Sandy Springs, GA 30328	
CONTACT NAME:		**This contact must be informed that they are listed as a reference, and the County may be calling them.**
CONTACT INFORMATION:	**Phone:** 630-260-6529	**Cell:**
	Fax: 847-631-4825	**E-Mail:**
SCOPE OF WORK:		
CONTRACT DATES:		

REFERENCE NAME:	Packaging Corporation of America	
ADDRESS:	1955 West Field Court Lake Forest, IL 60045	
CONTACT NAME:		**This contact must be informed that they are listed as a reference, and the County may be calling them.**
CONTACT INFORMATION:	**Phone:**	**Cell:**
	Fax:	**E-Mail:**
SCOPE OF WORK:		
CONTRACT DATES:		

FIRM NAME: Morton Salt, Inc.

CERTIFICATION OF BUSINESS LOCATION
IFB #22-090R/MB

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference may be given to: (1) bidders having a permanent place of business in Palm Beach County ("County") or (2) bidders having a permanent place of business in the Glades that are able to provide the goods and/or services to be utilized within the Glades. To receive a local preference, bidders must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the bidder to provide the goods/services being solicited by the County, and will be used to verify that the bidder had a permanent place of business prior to the issuance of the solicitation. The bidder must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or quote submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder to not receive a local preference.

In instances where the bidder is exempt by law from the requirement of obtaining a Business Tax Receipt, the bidder must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the bidder had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said bidders for additional information related to this requirement after the bid due date.

I. Bidder is a:

_____ Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

_____ Headquarters located in Palm Beach County

_____ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

_____ Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

_____ Headquarters located in the Glades

_____ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of bidder's County Business Tax Receipt verifies bidder's permanent place of business.

THIS CERTIFICATION is submitted by _____, as
(Name of Individual)

_____, of _____
(Title/Position) (Firm Name of Bidder)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the bidder.

_____ _____
(Signature) (Date)

DRUG-FREE WORKPLACE CERTIFICATION
IFB #22-090R/MB

IDENTICAL TIE BIDS - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids are received from vendors who have not submitted with their bids a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid, and received on or before the published bid submission deadline to be considered. The failure to execute and/or return this certification shall not cause any bid to be deemed non-responsive.

Whenever two (2) or more bids which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) **Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.**

(2) **Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.**

(3) **Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).**

(4) **In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.**

(5) **Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.**

(6) **Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.**

THIS CERTIFICATION is submitted by Jennifer McCormick **the**
(Individual's Name)

Vice President, Sales and Marketing **of** Morton Salt, Inc.
(Title/Position with Company/Vendor) **(Name of Company/Vendor)**

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Jennifer McCormick
Signature

9/1/2022
Date

Revised - 11/10/16

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: _____ SOLICITATION/PROJECT/BID No.: _____

NAME OF PRIME RESPONDENT/BIDDER: _____ ADDRESS: _____

CONTACT PERSON: _____ PHONE NO.: _____ E-MAIL: _____

SOLICITATION OPENING/SUBMITTAL DATE: _____ DEPARTMENT: _____

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT.
PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

Name, Address and Phone Number	(Check all Applicable Categories) Non-SBE	M/WBE Minority/Women Business	SBE Small Business	DOLLAR AMOUNT OR PERCENTAGE OF WORK Black	Hispanic	Women	Caucasian	Other (Please Specify)
1.	☐	☐	☐					
2.	☐	☐	☐					
3.	☐	☐	☐					
4.	☐	☐	☐					
5.	☐	☐	☐					
Total								

(Please use additional sheets if necessary)

Total Bid Price $_____ Total SBE - M/WBE Participation _____

I hereby certify that the above information is accurate to the best of my knowledge: _____ _____
Signature Title

Note:
1. The amount listed on this form for a Subcontractor/Subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
3. Modification of this form is not permitted and will be rejected upon submittal.

Revised 02/28/2019

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/Subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: _____

SOLICITATION/PROJECT NAME: _____

Name of Prime: _____

(Check box(es) that apply)

☐ SBE ☐ WBE ☐ MBE ☐ M/WBE ☐ Non-S/M/WBE Date of Palm Beach County Certification (if applicable):_____

The undersigned affirms they are the following (select one from each column **if applicable**):

Column 1	Column 2	Column 3
☐ Male ☐ Female	☐African-American/Black ☐Asian American ☐Caucasian American ☐Hispanic American ☐Native American	☐ Supplier

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any **S/M/WBE** participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ **Price or Percentage:** _____

Name of 2nd/3rd tier Subcontractor/subconsultant

_____	_____
Print Name of Prime	Print Name of Subcontractor/subconsultant
By: _____	By: _____
Authorized Signature	Authorized Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Date: _____	Date: _____

09/17/28/2019

OEBO SCHEDULE 3
SUBCONTRACTOR ACTIVITY FORM

SUBCONTRACTOR ACTIVITY FOR MONTH ENDING _____ PROJECT # _____

PROJECT NAME _____

PRIME CONTRACTOR NAME _____

PROJECT SUPERVISOR _____

Schedule 3 is used to show the monthly payment activity for work performed by each Subcontractor on the project and in conformity with the Subcontractor(s) submitted on Schedule 2. It also shows approved change orders as they impact all Subcontractors. Schedule 3 is to be submitted by the Prime Contractor with each payment request to Palm Beach County. In the Subcontracting Information section, list the name(s) of each Subcontractor, including each S/M/WBE subcontractor on the project and the total contracted amount for each Subcontractor on the project. As the project proceeds, please complete each column under the Subcontractor Information section. If a subcontractor is an S/M/WBE, please check the appropriate categories applicable.

SUBCONTRACTING INFORMATION								Subcontractor Category (check all applicable)						
Name of Subcontractor(s)	Total Contract Amount	Approved Change Orders	Revised Contract Amount	Amount drawn for Sub this Period	Amount drawn for Sub to Date	Amount Paid to Date for Subcontractor	Actual Starting Date	Minority/ Women Business (√)	Small Business (√)	Black (√)	Hispanic (√)	Women (√)	Caucasian (√)	Other (Please Specify) (√)

I hereby certify that the above information is accurate to the best of my knowledge _____ _____
(Signature) (Title)

Additional Sheets May Be Used As Necessary

NOTE: **Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.**

Revised 02/28/2019

OEBO SCHEDULE 4 – SUBCONTRACTOR/SUBCONSULTANT PAYMENT CERTIFICATION

A properly executed Schedule 4 shall be submitted for each Subcontractor/subconsultant after receipt of payment from the Prime. The Prime shall submit this form with each payment application or invoice submitted to the County when the COUNTY has paid the Prime on the previous payment application for services provided by a Subcontractor/subconsultant. All named Subcontractors/subconsultants on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the Prime is an S/M/WBE, completion of a Schedule 4 is also required to document all portions of work performed by their work force. **A completed release of lien form can be submitted in lieu of a Schedule 4.**

This is to certify that _____ received a
(Subcontractor/subconsultant Name)

(Monthly) or (Final) payment of $ _____ from _____
(Prime Contractor Name)

On _____/_____/_____ for my _____ Invoice for labor and/or materials supplied
MM DD YYYY Month

On _____ /_____
(Project Name) (Project No.)

DEPT.: _____ TASK ORDER/WORK ORDER/DELIVERY ORDER/PURCHASE ORDER/ NO.: _____

PRIME CONTRACTOR/CONSULTANT VENDOR CODE: _____

SUBCONTRACTOR/SUBCONSULTANT VENDOR CODE: _____

If the undersigned intends to distribute any portion of this payment to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 4.

_____ **Price or Percentage:** _____
Name of 2nd/3rd tier Subcontractor/subconsultant

By:_____ _____
(Signature of Subcontractor/subconsultant) **(Name & Title of Person executing on behalf of Subcontractor/subconsultant)**

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, _____(year), by _____(name of person acknowledging).

_____
Notary Public, State of Florida

_____
Print, Type or Stamp Commissioned Name of Notary

Personally Known ____ OR Produced Identification _____ Type of Identification _____

Revised 12/31/2019

DEPARTMENTAL EVALUATION FORM

Date Sent: September 16, 2022	Buyer: Marva Brown
IFB # 22-090R/MB	IFB Title: Sodium, Chloride, Solar Salt Quality, Purchase and Delivery of
User Department: Water Utilities	User Department Contact: Vernetha Green

Evaluate enclosed information, sign, date and return to Purchasing by: 09-23-2022

KEYS FOR DEPARTMENT EVALUATION

(2) Responsive and Responsible Respondent Meeting Specifications
(3) Not Responsive/Responsible to IFB/RFQ
(4) Not Technically Evaluated/In Excess of Department's Funding Limits

The following responses have been received by the submission deadline and are attached for your evaluation.

LIST RESPONDENTS FROM LOWEST TO HIGHEST	TOTAL OFFER	EVALUATION KEY (SEE ABOVE)
MORTON SALT, INC	$1,387,611.00	(2)

If a Respondent is deemed non-responsive/responsible, a detailed justification must be furnished below and/or attached. Generalities will not be accepted as sufficient justification.

Remarks:

User Department Signature: [signature]

Title: Water Plants Operations Mgr. Date: 9-19-2022

Vernetha M. Green, MBA, CPPB
Palm Beach County - WUD
Support Services Coordinator

OCT 4 2022

APPROVED
Vernetha M Green

REFERENCE CHECK
(One reference per sheet)
SOLICITATION # 22-090R/MB TITLE: SODIUM, CHLORIDE, SOLAR SALT QUALITY, PURCHASE AND DELIVERY OF

Reference checks are to be completed via phone by a County employee and NOT emailed or faxed to the reference for completion.

Bidder/Quoter Name:	Morton Salt Inc.
Reference Name:	City of Boca Raton
The following information was verified with: (Name of Reference Contact Person)	Eduardo Catalano

1.	**What type of goods / services has the above Firm provided for your Company?** Solar Salt/Sodium Chloride	
	Notes:	
	How Long? Many Years	
	What are the start and completion dates for goods / services provided? Enter information below.	
	Order/Project/Contract Start Date: current contract 9/2022	**Order/Project/Contract Completion Date OR Date of Last Service OR Current/On-Going:** ongoing
	What is / was the dollar amount spent for the goods / services? Approximately $100,000 annually	

2.	**Were you satisfied with the goods / services?** Yes
	If no, explain why:

3.	**Did the above Firm have the proper equipment and personnel to provide the goods / services?**
	Yes [X]
	If no, explain why:

4. **How would you rate the Firm's overall performance in meeting your required needs? Check below:**

Excellent	Good	Average	Fair (please explain below)	Poor (please explain below)
[ ]	[X]	[ ]	[ ]	[ ]

Explain why performance was fair or poor:

5.	**Would you recommend this Firm for future goods / services?**
	Yes [X]
	If no, explain why:

Comments: No customer service, loads delayed.

Palm Beach County Department Signature: Pamela Gust VMG **Date:** 10/4/2022

REFERENCE CHECK
(One reference per sheet)
SOLICITATION # 22-090R/MB TITLE: SODIUM, CHLORIDE, SOLAR SALT QUALITY, PURCHASE AND DELIVERY OF

Reference checks are to be completed via phone by a County employee and NOT emailed or faxed to the reference for completion.

Bidder/Quoter Name:	Morton Salt Inc.
Reference Name:	Palm Beach County Water Utilities
The following information was verified with: (Name of Reference Contact Person)	Wayne Ellington

1.	**What type of goods / services has the above Firm provided for your Company?** Solar Salt/Sodium Chloride	
	Notes:	
	How Long? 20+ years	
	What are the start and completion dates for goods / services provided? Enter information below.	
	Order/Project/Contract Start Date: current contract 9/2019	**Order/Project/Contract Completion Date OR Date of Last Service OR Current/On-Going:** ongoing
	What is / was the dollar amount spent for the goods / services? Approximately $482,432.42 annually	

2.	**Were you satisfied with the goods / services?** Yes
	If no, explain why:

3.	**Did the above Firm have the proper equipment and personnel to provide the goods / services?**
	Yes [X]
	If no, explain why:

4.	**How would you rate the Firm's overall performance in meeting your required needs? Check below:**				
	Excellent	**Good**	**Average**	**Fair (please explain below)**	**Poor (please explain below)**
	[ ]	[ ]	[X]	[ ]	[ ]
	Explain why performance was fair or poor:				

5.	**Would you recommend this Firm for future goods / services?**
	Yes [X]
	If no, explain why:

Comments:	
Palm Beach County Department Signature: Pamela Grist (Vmg)	**Date:** 10/4/2022

REFERENCE CHECK
(One reference per sheet)
SOLICITATION # 22-090R/MB TITLE: SODIUM, CHLORIDE, SOLAR SALT QUALITY, PURCHASE AND DELIVERY OF

Reference checks are to be completed via phone by a County employee and NOT emailed or faxed to the reference for completion.

Bidder/Quoter Name:	Morton Salt Inc.
Reference Name:	Port Washington Water District
The following information was verified with: (Name of Reference Contact Person)	Michelle Handley

1.	**What type of goods / services has the above Firm provided for your Company?** Solar Salt/Sodium Chloride	
	Notes:	
	How Long? approximately 10 years	
	What are the start and completion dates for goods / services provided? Enter information below.	
	Order/Project/Contract Start Date: current contract 9/2022	**Order/Project/Contract Completion Date OR Date of Last Service OR Current/On-Going:** ongoing
	What is / was the dollar amount spent for the goods / services? $2.04 per ton	

2.	**Were you satisfied with the goods / services?** Yes
	If no, explain why:

3.	**Did the above Firm have the proper equipment and personnel to provide the goods / services?**
	Yes [X]
	If no, explain why:

4.	**How would you rate the Firm's overall performance in meeting your required needs? Check below:**				
	Excellent	**Good**	**Average**	**Fair (please explain below)**	**Poor (please explain below)**
	[X]	[ ]	[ ]	[ ]	[ ]
	Explain why performance was fair or poor:				

5.	**Would you recommend this Firm for future goods / services?**
	Yes [X]
	If no, explain why:

Comments:

Palm Beach County Department Signature: Pamela Leist (Vmg) **Date:** 10/4/2022

Board of County Commissioners

Robert S. Weinroth, Mayor
Gregg K. Weiss, Vice Mayor
Dave Kerner
Maria G. Marino
Maria Sachs
Melissa McKinlay
Mack Bernard

County Administrator

Verdenia C. Baker

Purchasing Department
www.pbcgov.org/purchasing

BOARD OF COUNTY COMMISSIONERS
NOTICE OF SOLICITATION
IFB #22-090R/MB

SODIUM CHLORIDE, SOLAR SALT QUALITY, PURCHASE AND DELIVERY OF, TERM CONTRACT (RE-BID)

BID SUBMISSION DATE: SEPTEMBER 15, 2022 AT 4:00 P.M.

It is the responsibility of the bidder to ensure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to Palm Beach County Purchasing Department at (561) 616-6800.

BIDDERS SHALL PROVIDE A RESPONSE IN A SEALED PACKAGE OR CONTAINER SIGNED BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID.

Protests can be accepted only during the five (5) business day posting period.

C A U T I O N

In order to do business with Palm Beach County, vendors are required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. *IF BIDDER INTENDS TO USE SUBCONTRACTORS, BIDDER MUST ALSO ENSURE THAT ALL SUBCONTRACTORS ARE REGISTERED AS VENDORS IN VSS. ALL SUBCONTRACTOR AGREEMENTS MUST INCLUDE A CONTRACTUAL PROVISION REQUIRING THAT THE SUBCONTRACTOR REGISTER IN VSS. COUNTY WILL NOT FINALIZE A CONTRACT AWARD UNTIL THE COUNTY HAS VERIFIED THAT THE BIDDER AND ALL OF ITS SUBCONTRACTORS ARE REGISTERED IN VSS.*

As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our VSS system. It is the vendor's sole responsibility to routinely check our VSS system for any amendments that may have been issued prior to the deadline for receipt of bids.

Palm Beach County shall not be responsible for the completeness of any Invitation for Bid that was not downloaded from our VSS system or obtained directly from the Purchasing Department.

**In accordance with the provisions of ADA,
this document may be requested in an alternate format.**

BOARD OF COUNTY COMMISSIONERS
Palm Beach County
INVITATION FOR BID

IFB #22-090R/MB	**IFB TITLE: Sodium Chloride, Solar Salt Quality, Purchase and Delivery of, Term Contract (Re-Bid)**	
PURCHASING DEPARTMENT CONTACT: Marva Brown, Senior Buyer		**TELEPHONE NO.: (561) 616-6815**
FAX NO.: (561) 242-6715	**E-MAIL ADDRESS: mbrown@pbcgov.org**	

All bid responses must be received on or before SEPTEMBER 15, 2022, no later than 4:00 p.m., Palm Beach County local time. **SUBMIT BID TO**: Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199.

This Invitation for Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and / or any other referenced document form a part of this bid solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

PURPOSE AND EFFECT: It is the purpose and intent of this solicitation to secure bids for item(s) and / or services as listed herein. The selected awardee is hereby placed on notice that acceptance of its bid by Palm Beach County shall constitute a binding contract.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

GENERAL CONDITIONS

1. GENERAL INFORMATION

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the successful bidder. Changes to this Invitation for Bid may be made only by written amendment issued by the County Purchasing Department. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing in sufficient time to permit a written response prior to the published bid submission time. Oral explanations or instructions given by any County agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the County.

The County's performance and obligation to pay under the contract is contingent upon an annual appropriation by the Board of County Commissioners ("Board") for subsequent fiscal years.

2. LEGAL REQUIREMENTS

a. **COMPLIANCE WITH LAWS AND CODES**: Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all ANSI, NFPA, and all other Federal and State requirements. Bidder further certifies that, if it is the successful bidder, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the bidder.

Any toxic substance provided to the County as a result of this solicitation or resultant contract shall be accompanied by its Safety Data Sheet (SDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful bidder and Palm Beach County for any terms and conditions not specifically stated in the Invitation for Bid.

b. **COMMERCIAL NON-DISCRIMINATION**:

Item 1: Bidder's Representations and Agreement.

The Bidder represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended. As part of such compliance, the Bidder shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Bidder retaliate against any person for reporting instances of such discrimination. The Bidder shall provide equal opportunity for subcontractors, subconsultants vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Bidder understands and agrees that a material violation of this clause shall be considered a material breach of contract and may result in termination of the contract, disqualification or debarment of the Bidder from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

Item 2: Bidder's Agreement to Apply to Subcontracts

The bidder covenants and agrees to include the commercial non-discrimination clause in all subcontractor agreements.

c. **DISCRIMINATION PROHIBITED**: Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach C

Resolution R-2017-1770, as may be amended, the successful bidder warrants and represents that throughout the term of the contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered a default of contract.

d. **INDEPENDENT CONTRACTOR RELATIONSHIP**: The successful bidder is, and shall be, in the performance of all work, services, and activities under the Contract, an Independent Contractor and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to the Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder's relationship, and the relationship of its employees, to the County shall be that of an Independent Contractor and not as employees or agents of the County.

e. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE**: Pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County will conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees of vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be either a critical facility ("Critical Facilities") or a criminal justice information facility ("CJI Facilities"), which are critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as amended. In October 2013, compliance with the requirements of the U. S. Federal Bureau of Investigations CJI Security Policy was added to the Ordinance, which includes a broad list of disqualifying offenses. The bidder is solely responsible for understanding the financial, schedule, and / or staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE / FBI fees that shall be paid by the County.

f. **PUBLIC ENTITY CRIMES**: F.S. 287.133 requires Palm Beach County to notify all bidders of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

g. **NON-COLLUSION**: Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and / or debarment or suspension from doing business with Palm Beach County.

h. **LOBBYING**: Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing the bidder from communicating with any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract regarding its bid, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date / time of the deadline for submission of the bid, and terminates at the time that the Board or a County Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

Bidders may, however, contact any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract, via written communication, i.e., facsimile, e-mail or U.S. mail. Violations of the "Cone of Silence" are punishable by a fine of $250.00 per violation.

i. **CONFLICT OF INTEREST**: All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, all bidders shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.

j. **SUCCESSORS AND ASSIGNS**: The County and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of the Contract. Neither the County nor the successful bidder shall assign, sublet, convey or transfer its interest in the Contract without the prior written consent of the other.

k. **INDEMNIFICATION**: Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and / or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and / or resultant contract.

l. **PUBLIC RECORDS, ACCESS AND AUDITS**: The bidder agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to the Contract which have been created as a part of the bidder's services or authorized by the County as a reimbursable expense, whether generated directly by the bidder, or by or in conjunction or consultation with any other party whether or not a party to the Contract, whether or not in privity of contract with the County or the bidder, and wherever located shall be the property of the County.

Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential. All submitted information that the responding bidder believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07 and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

The County shall have the right to request and review bidder's books and records to verify bidder's compliance with the Contract, adherence to the Equal Business Opportunity ("EBO") Program and its bid. The County shall have the right to interview subcontractors, and workers at the work site to determine Contract compliance. The bidder shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of the Contract. Bidder shall retain all books and records pertaining to the contract, including, but not limited to, subcontractor payment records, for five (5) years after project completion date. The County and the Palm Beach County Inspector General shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, in Palm Beach County at any reasonable time during the five (5) years. .

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Bidder: **(i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2), F.S.**, the Bidder shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Bidder is specifically required to:

1. Keep and maintain public records required by the County to perform services provided under the Contract.
2. Upon request from the County's Custodian of Public Records ("County's Custodian") or County's representative/liaison, on

of the County's Custodian, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Bidder further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

3. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Bidder does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the County.
4. Upon completion of the Contract, the Bidder shall transfer, at no cost to the County, all public records in possession of the Bidder unless notified by County's representative/liaison, on behalf of the County's Custodian, to keep and maintain public records required by the County to perform the service. If the Bidder transfers all public records to the County upon completion of the Contract, the Bidder shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Bidder keeps and maintains public records upon completion of the Contract, the Bidder shall meet all applicable requirements for retaining public records. All records stored electronically by the Bidder must be provided to the County, upon request of the County's Custodian or the County's representative/liaison, on behalf of the County's Custodian, in a format that is compatible with the information technology systems of County, at no cost to County.

Bidder acknowledges that it has familiarized itself with the requirements of Chapter 119, F. S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the Bidder to comply with the requirements of this Section, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of the Contract. County shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

m. **INCORPORATION, PRECEDENCE, JURISDICTION, GOVERNING LAW**: This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the award or the resultant contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

n. **LEGAL EXPENSES**: The County shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of the contract, or from any other matter generated by or relating to the contract.

o. **NO THIRD PARTY BENEFICIARIES**: No provision of the Contract 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 the Contract, including but not limited to any citizen or employees of the County and / or successful bidder.

p. **SCRUTINIZED COMPANIES**

1. SCRUTINIZED COMPANIES:

As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance hereof, the Bidder certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Bidder is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the resulting Contract from this Invitation for Bid may be terminated at the option of the County.

2. SCRUTINIZED COMPANIES (WHEN CONTRACT VALUE IS GREATER THAN $1 MILLION):

As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance hereof, the Bidder certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by Bidder, the resulting Contract from this Invitation for Bid may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of the Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

3. BID SUBMISSION

a. **SUBMISSION OF RESPONSES**: **All bid responses must be submitted on the provided Invitation for Bid "Response" Form.** Bid responses on vendor letterhead / quotation forms shall not be accepted. **Responses must be typewritten, written in ink or a photocopy** and must be signed by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the bid number for proper handling.

b. **CERTIFICATIONS, LICENSES AND PERMITS**: Unless otherwise directed in sub-paragraph d. (Local Preference) or the Special Conditions of this bid, bidder should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the response page. It shall also be the responsibility of the successful bidder to maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete the contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder i

response. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

c. **S/M/WBE - EBO REQUIREMENTS**

Please note that all forms related to the EBO Program, including waiver forms and good faith effort documentation can be found at:
http://discover.pbcgov.org/oebo/Pages/Documents.aspx

Item 1 – Policy
It is the policy of the Board that all segments of its business population, including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the County's procurement process, prime contract and subcontract opportunities. To that end, the Board adopted an Equal Business Opportunity Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code, (EBO Ordinance) which sets forth the County's requirements for the EBO Program, and which is incorporated in this solicitation. The provisions of the EBO Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

Item 2 – Waiver of Affirmative Procurement Initiatives (APIs) Requirements
In accordance with the EBO Ordinance, the Affirmative Procurement Initiatives (APIs) have been waived for this solicitation. However, if any Bidder intends to utilize any subcontractors/subconsultants as part of their response to this solicitation, the applicable OEBO Schedules must be submitted with their response for compliance tracking purposes.

Item 3 – Bid Submission Documentation
S/M/WBE bidders, bidding as prime contractors or consultants, are advised that they must complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce, as well as the work to be performed by **all** subcontractor or subconsultant, including S/M/WBE subcontractors and subconsultants. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime bidders own workforce NOT being counted towards meeting the -S/M/WBE goal. This requirement applies even if the S/M/WBE bidder intends to perform 100% of the work with their own workforce S/M/WBE subcontractor/subconsultant documentation. If applicable, shall be submitted as follows:

Schedule 1 - List of Proposed Subcontractors / Subconsultants
A completed Schedule 1 submitted by the prime shall list the names of all subcontractors/subconsultants intended to be used in performance of the contract, if awarded. The total proposed percentage of S/M/WBE participation shall also be included on this form. This schedule shall also be used if an S/M/WBE Prime Contractor/consultant is performing all or any portion of the contract with their work force.

Schedule 2 - Letter of Intent
A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a subcontractor/subconsultant (or any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. Each Schedule 2 shall be properly executed by the Prime Contractor/consultant and by the proposed subcontractor/subconsultant. If the Prime Contractor/consultant is an S/M/WBE, a Schedule 2 shall be submitted to document work to be performed by its workforce. All S/M/WBE(s) shall specify, in detail, the type of work they will perform along with the dollar amount they will be compensated and/or percentage of work they will perform. If any subcontractor/subconsultant intends to subcontract any portion of their work, they are required to list the dollar amount and the name of the subcontractor/subconsultant on this form. All named subcontractors/subconsultants on this form must also complete and submit a separate Schedule 2. The Prime may count toward its S/M/WBE goal second and third tiered certified S/M/WBE(s); provided that the Prime Contractor/consultant submits a completed Schedule 2 form for each S/M/WBE.

A detailed quote or proposal may be attached with a signed Schedule 2.

Failure to submit a properly executed Schedule 1 and Schedule 2 will result in no S/M/WBE consideration given.

In the event of a conflict between Schedules 1 and 2 when calculating S/M/WBE participation, the information provided on Schedule 2 shall have precedence.

In the event of mathematical error(s), the unit price, if available, shall prevail and the vendor's total offer shall be corrected accordingly. If the County's issuance of an alternate or change order on a project results in changes in the scope of work to be performed by a subcontractor/subconsultant listed at the time of bid submission, the Prime must submit a, completed and properly executed Schedule 2 that specifies the revised scope of work to be performed by the subcontractor/subconsultant, along with the price and /or percentage.

Item 4 – S/M/WBE Certification
Only those firms certified by Palm Beach County at the time of bid submission shall be counted toward the established S/M/WBE goals. Upon receipt of a completed application, **IT TAKES UP TO NINETY (90) BUSINESS DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that bidders visit the online Vendor Directory at www.pbcgov.org/oebo to verify S/M/WBE certification status. Firms must continue to recertify during the life of the contract as the County may only count toward the established goal, work performed by an S/M/WBE during the time their certification dates are valid.

Item 5 – Responsibilities After Contract Award

Schedule 3 – Subcontractor Activity Form
The Prime Contractor shall submit a completed Activity Report form (Schedule 3) with each invoice, or payment application when any subcontractor/subconsultant has provided services during the period in which the Prime is requesting payment. This form shall contain the names of all subcontractors/subconsultants, and specify the contracted dollar amount, approved change orders; revised contract amount; amount drawn this period; amount drawn to date; and payments to date issued to all subcontractors with their starting date.

Schedule 4 – Payment Certification Form
A fully executed Schedule 4 shall be submitted for each subcontractor/subconsultant after receipt of payment from the Prime Contractor/consultant. The Prime Contractor/consultant shall submit this form with each payment application or invoice submitted to the County when the County has paid the Prime Contractor/consultant on the previous payment application for services provided by a subcontractor/subconsultant. If any subcontractor/subconsultant intends to disburse funds associated with this payment to another subcontractor/subconsultant for labor provided on the contract, the amount and name of the subcontractor/subconsultant shall be listed on this form. All named subcontractors/subconsultants on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the Prime Contractor/consultant is a certified S/M/WBE, a Schedule 4 shall be submitted to reflect the amount of payment retained by the Prime Contractor/consultant for services performed by its own workforce.

All bidders hereby agree and assure that they will meet the S/M/WBE participation percentages submitted in their respective bids with the subcontractors/subconsultants contained on Schedules 1 and 2 and at the dollar values specified. Respondents or bidders agree to provide any additional information requested by the County to substantiate participation.

Upon letter notification by the County that the EBO payment portal/tracking system is available for use, the Bidder is required to input all subcontractor/subconsultant payment information directly into the EBO payment portal prior to submitting a pa application.

Item 6 – S/M/WBE Substitutions
After contract award, the Prime Contractor/consultant will only be permitted to substitute a certified S/M/WBE that is unwilling or unable to perform. The Prime Contractor/consultant will only be permitted to modify the scope of work or price of an S/M/WBE listed at bid opening or date/time for submission of the response to the solicitation as a result of the County's issuance of an amendment, alternate or change orders on a project. Substitutions shall be done with like certified S/M/WBEs in order to maintain the participation percentages submitted with the bid or proposal.

All requests for modifications or substitutions shall be submitted to the County and the Office of EBO on the EBO Request for S/M/WBE Substitution Modification Removal Form for review. Upon receiving an approval for substitution, the Prime Contractor/consultant shall submit a completed and signed Schedule 2 for the new S/M/WBE; the new S/M/WBE shall specify the type of work to be performed, and the dollar amount and/or percentage shall also be specified upon receiving approval for modification or substitution.

The Prime Contractor/consultant shall submit a new properly executed Schedule 2 that specifies the revised scope of work to be performed by the S/M/WBE, along with the revised dollar amount and/or percentage. A detailed quote or proposal may be attached with a properly executed Schedule 2.

Item 7 – EBO Program Compliance - Penalties
Under the EBO Ordinance, the OEBO is required to implement and monitor S/M/WBE utilization during the term of any contract resulting from this solicitation. It is the County's policy that S/M/WBEs shall have the maximum feasible opportunity to participate in the performance of County contracts. All Bidders are required to comply with the EBO Ordinance and shall be expected to comply with the API(s) applicable to this solicitation, as well as the S/M/WBE utilization proposed by a Bidder in its Bid, which utilization plan forms a part of any resulting Contract.

The Director of the OEBO or designee may require such reports, information, and documentation from the Bidder/Vendor as are reasonably necessary to determine compliance with the EBO Ordinance requirements. Vendor shall correct all noncompliance issues within fifteen (15) calendar days of a written notice of noncompliance by the department procuring the goods or services or the OEBO. If the Bidder does not resolve the non-compliance within fifteen (15) days of receipt of written notice of non-compliance,, then upon recommendation of sanctions by the Director of EBO or designee in consultation with the County regarding the failure of a contractor, vendor, respondent or bidder or other business representative to comply with any portion of the EBO Ordinance, the Director of the EBO or designee (for purposes of imposing penalties, the Purchasing Director shall serve as the EBO designee) may impose any or all of the following penalties on the non-complying party any or all of the following penalties:

a. Suspension of contract;
b. Withholding of funds;
c. Termination of contract based upon a material breach of contract pertaining to EBO Program compliance;
d. Suspension or Debarment of a respondent or bidder, contractor or other business entity from eligibility for providing goods or services to the County for a period not to exceed three (3) years; and
e. Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the contract, and the dollar value of S/M/WBE participation as actually achieved, if applicable.

d. **LOCAL PREFERENCE ORDINANCE**: In accordance with the Palm Beach County Local Preference Ordinance, a preference may be given to (1) bidders having a permanent place of business in Palm Beach County or (2) bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades.

1. Glades Local Preference: Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Glades Local Preference is given when a Glades business offers to provide the goods or services that will be procured for use in the Glades. If the lowest responsive, responsible bidder is a non-Glades business, all bids received from responsive, responsible Glades businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Glades Local Preference is calculated only for the purpose of determining local preference.
2. Local Preference: Pursuant to the Palm Beach County Local Preference Ordinance, a 5% Local Preference is given to bidders having a permanent place of business in Palm Beach County. If the lowest responsive, responsible bidder is a non-local business; all bids received from responsive, responsible local businesses will be decreased by 5%. The original bid amount is not changed. The 5% decrease given for the Local Preference is calculated only for the purpose of determining local preference.
3. To receive a Glades Local Preference or a Local Preference (collectively referred to as "local preference"), a bidder must have a permanent place of business in existence prior to the County's issuance of this Notice of Solicitation / Invitation for Bid. A permanent place of business means that the bidder's headquarters is located in Palm Beach County or in the Glades, as applicable; or, the bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable, where the bidder will produce a substantial portion of the goods or services to be purchased.
4. A valid Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless the bidder is exempt from the business tax receipt requirement by law, and will be used to verify that the bidder had a permanent place of business prior to the issuance of this Notice of Solicitation / Invitation for Bid. In addition, the attached "Certification of Business Location" and Business Tax Receipt must accompany the bid at the time of bid submission. The Palm Beach County Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder / proposer to not receive a local preference.

e. **DRUG FREE WORKPLACE CERTIFICATION**: In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by Palm Beach County.

f. **CONDITIONED OFFERS**: Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.

g. **PRICING**:

1. Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.
2. The price offered must be in accordance with the unit of measure provided on the response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.
3. All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.
4. Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid submission to allow for evaluation and award.
5. Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term.
6. In the event of mathematical error(s), the unit price shall prevail and the bidder's total offer shall be corrected accordingly. **BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED BY THE BIDDER PRIOR TO BID SUBMISSION; HOWEVER, IF THE CORRECTION IS NOT PROPERLY INITIALED, BUT THE INTENT OR LEGIBILITY OF THE CORRECTION IS CLEAR, THE BID SHALL NOT BE REJECTED.**

7. Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.

h. **SUBMITTING NO BID or NO CHARGE**: Bidders not wishing to bid on some items sought by this solicitation should mark those items as "no bid". If some items are to be offered at no charge, bidders should mark those items as "no charge". Items left blank shall be considered a "no bid" for that item, and the bid shall be evaluated accordingly.

i. **ACCEPTANCE / REJECTION OF BIDS**: Palm Beach County reserves the right to accept or to reject any or all bids. Palm Beach County also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.

Palm Beach County reserves the right to reject any offer or bid if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the County, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.

j. **NON-EXCLUSIVE**: The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.

k. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES**: Palm Beach County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

l. **PERFORMANCE DURING EMERGENCY**: By submitting a bid, bidder agrees and promises that, immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, Palm Beach County shall be given "first priority" for all goods and services under the contract. Bidder agrees to provide all goods and services to Palm Beach County immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24-hour phone number to the County. Failure to provide the goods or services to the County on a first priority basis immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of contract and subject the bidder to sanctions from doing further business with the County.

m. **SALES PROMOTIONS / PRICE REDUCTIONS / MOST FAVORED CUSTOMER**: Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder shall extend to the County the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to Palm Beach County. Additionally, any time after award, the successful bidder may offer a reduced price which shall remain in effect for the duration of the contract. The successful bidder warrants that the price(s) shall not exceed the successful bidder's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the successful bidder offers more favorable pricing to one of its customer(s), the successful bidder shall extend to the County the same pricing or the then current market price, whichever is lower.

n. **BIDDER'S COMMERCIAL NON-DISCRIMINATION CERTIFICATION:** In accordance with Palm Beach County Code Section 2-80.24, the undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its response to this solicitation, the Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the bid submitted by the bidder for this Solicitation, and to terminate any contract awarded based on the response.

At the time of bid submission, the bidder shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the bidder discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

Bidder shall indicate its agreement to the foregoing by signing the Response page.

Bidder's failure to meet these requirements shall render its bid response non-responsive.

4. **BID SUBMISSION TIME / AWARD OF BID**

a. **OBSERVING THE PUBLISHED BID SUBMISSION TIME**: The published bid submission time shall be scrupulously observed. It is the sole responsibility of the bidder to ensure that their bid arrives in the Purchasing Department prior to the published bid submission time. Any bid delivered after the precise published time of bid submission shall not be considered. Bid responses by telephone, electronics, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid submission time.

b. **POSTING OF AWARD RECOMMENDATION**: Recommended awards shall be publicly posted for review, at the Purchasing Department and on the Purchasing Department website at www.pbcgov.org/purchasing prior to final approval, and shall remain posted for a period of five (5) business days. The official posting on the Purchasing Department website shall prevail if a discrepancy exists between the referenced listings.

c. **PROTEST PROCEDURE**: Protest procedures are provided in the Palm Beach County Purchasing Code. Protests must be submitted in writing, addressed to the Director of Purchasing, via hand delivery, mail or fax to (561) 242-6705. Protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department. Failure to file a protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.

5. CONTRACT ADMINISTRATION

a. **DELIVERY AND ACCEPTANCE**: Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. Should the successful bidder fail to deliver on or before the stated dates, the County reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply with specifications. The Board may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the County's specifications or performance standards.

b. **FEDERAL AND STATE TAX**: Palm Beach County is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are successful bidders authorized to use the County's Tax Exemption Number in securing such materials. Any sales tax paid by successful bidders to their suppliers for materials to fulfill contractual obligations with the County are not reimbursable by the County to the successful bidder.

c. **PAYMENT**: In order for Palm Beach County to make payment, the Vendor's Legal Name; Vendor's Address; and Vendor's TIN/FEIN Number on the successful bidder's bid; must be exactly the same as it appears on the invoice and in Palm Beach County's VSS system which can be accessed at **https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService**.

Successful bidders **shall** send **ALL ORIGINAL** invoices to the following address and **may** send copies of invoices to the Palm Beach County Department requesting the goods/ services**.** Invoices submitted on carbon paper shall not be accepted.

PALM BEACH COUNTY
FINANCE DEPT.
P.O. BOX 4036
WEST PALM BEACH, FL 33402-4036

Payment shall be made by the County after goods / services have been received, accepted and properly invoiced as indicated in the contract and / or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation. Interest penalties will only be paid in accordance with the Florida Prompt Payment Act, Florida Statute 218.70.

Note: Palm Beach County Vendors can now be paid by Credit Card via the County's voluntary Payment Manager Program. For vendors who don't have a merchant account, one is needed to utilize the Program. For vendors with a merchant account, you will need to enroll with the Palm Beach County Clerk & Comptroller's Office. For information, contact the Palm Beach County Clerk & Comptroller at pbcpaymentmgr@mypalmbeachclerk.com.

d. **CHANGES**: The Director of Purchasing, Palm Beach County, by written notification to the successful bidder may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful bidder shall not amend any provision of the contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board.

e. **DEFAULT**: The County may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates the contract in whole or in part because of default of the successful bidder, the County may procure goods and / or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience".

f. **TERMINATION FOR CONVENIENCE**: The Director of Purchasing may, whenever the interests of the County so require, terminate the contract, in whole or in part, for the convenience of the County. The Director of Purchasing shall give five (5) days prior written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful bidder has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the successful bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the successful bidder shall terminate outstanding orders and / or subcontracts related to the terminated work.

g. **REMEDIES:** 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 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.

6. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS: Pursuant to Palm Beach County Code, Section 2-421 – 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

7. BUSINESS INFORMATION: If bidder is a Joint Venture for the goods / services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

8. **E-VERIFY – EMPLOYMENT ELIGIBILITY**: Bidder warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of bidder's subconsultants performing the duties and obligations of the contract are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

   Bidder shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Bidder shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of the contract which requires a longer retention period.

   County shall terminate the contract if it has a good faith belief that bidder has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that bidder's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify bidder to terminate its contract with the subconsultant and bidder shall immediately terminate its contract with the subconsultant. If County terminates the contract pursuant to the above, bidder shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which the contract was terminated. In the event of such contract termination, bidder shall also be liable for any additional costs incurred by County as a result of the termination.

THIS IS THE END OF "GENERAL CONDITIONS"

SPECIAL CONDITIONS
IFB #22-090R/MB

SODIUM CHLORIDE, SOLAR SALT QUALITY, PURCHASE AND DELIVERY OF, TERM CONTRACT (RE-BID)

9. GENERAL / SPECIAL CONDITION PRECEDENCE

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

10. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the goods and/or service specified. The bidder shall, upon request, promptly furnish the County sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The bidder should submit the following information with their bid response; however, if not included, it shall be the responsibility of the bidder to submit all evidence, as solicited, within a time frame specified by the County (normally within two (2) working days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause for rejection of their bid. **Information submitted with a previous bid shall not satisfy this provision.**

a. List a minimum of three (3) references in which similar goods and/or services have been provided within the past three (3) years including scope of work, contact names, addresses, e-mail addresses, telephone numbers and dates of service on the attached reference sheet included herein. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. **DO NOT** list persons who are unable to answer specific questions regarding the requirement.

11. CRIMINAL HISTORY RECORDS CHECK

This solicitation includes sites and/or buildings, which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), and Resolution R-2003-1274, as amended. County staff representing the User County Department will contact the successful bidder and provide specific instructions for meeting the requirements of this Ordinance. This provision applies to and must be adhered to by all vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering critical facilities or criminal justice information facilities.

Individuals passing the background check will be issued a badge. Successful bidder shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract work and return them to the County. If the successful bidder or its subcontractor terminates an employee who has been issued a badge, the successful bidder must notify the County within two (2) hours. At the time of termination, the successful bidder shall retrieve the badge and return it to the County in a timely manner. The County reserves the right to suspend any Vendor that; 1) does not comply with the requirements of County Code Section 2-371 through 2-377 as amended; 2) does not contact the County regarding a terminated successful bidder employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

12. AWARD (ALL-OR-NONE)

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on an all-or-none, total offer basis, subject to the S/M/WBE provisions and Local Preference provisions specified herein, as applicable.

13. PRIMARY AND SECONDARY DESIGNATION

Palm Beach County reserves the right to make multiple awards for this solicitation. In the event that this right is exercised, the lowest responsive, responsible bidder shall be designated primary awardee and the next lowest responsive, responsible bidder shall be designated secondary awardee. Determination of lowest, responsive, responsible bidder is subject to the S/M/WBE and Local Preference provisions specified herein, as applicable. The primary awardee shall be given the first opportunity to perform. The secondary awardee shall be contacted **only** after the primary awardee has refused to perform. The primary awardee is expected to perform all work offered to them, unless they are unable to perform it for lack of resources or technical ability. Additionally, if during the term of the contract the primary awardee is found in default of the contract; does not agree to renew the contract; or unilaterally terminates the contract, the rights, duties, and obligations of the primary awardee shall be offered to the secondary awardee and awarded upon mutual agreement.

14. METHOD OF ORDERING (TERM CONTRACT)

A contract shall be issued for a term of twelve (12) months or until the estimated amount is expended, at the discretion of the County. The County will order on an as needed basis.

15. ADDITION / DELETION OF DELIVERY LOCATIONS

Palm Beach County reserves the right to add or delete delivery locations, including locations within the Glades, during the term of the contract at its sole discretion. Additional locations shall be based on price per ton offered on the Bid Response page(s). Additional sites may be subject to renewal options.

16. F.O.B. POINT

The F.O.B. point shall be destination. Exact delivery point will be indicated on the term contract delivery order (DO). Bid responses showing other than F.O.B. destination shall be rejected. Bidder retains title and assumes all transportation charges, freight, shipping, responsibility, liability and risk in transit, and shall be responsible for the filing of claims for loss or damages. Unless specified otherwise in this solicitation, delivery may be to any location within Palm Beach County, including locations within the Glades Area.

17. DELIVERY

Delivery shall be required within three (3) calendar days after receipt of purchase order or term contract delivery order (DO) unless a modified delivery date has been requested by the successful bidder and approved in writing by the Purchasing Director or his/her designee. Failure of the successful bidder to perform to the delivery requirement is sufficient cause for default and termination of the contract.

18. AS SPECIFIED

A term contract delivery order (DO) will be issued to the successful bidder with the understanding that all items delivered and/or services rendered must meet the specifications herein. Palm Beach County will return, at the expense of the successful bidder, items not delivered as specified.

At the option of Palm Beach County, item(s) from any delivery may be submitted to an independent testing laboratory to determine conformity to respective specifications. Successful bidder shall assume full responsibility for payment of any and all charges for testing and analysis of any product offered or delivered that does not conform to the minimum required specifications.

19. QUANTITY

The quantities shown are estimated. Palm Beach County reserves the right to increase or decrease the total quantities as necessary to meet actual requirements. Unless stipulated otherwise, Palm Beach County will accept NO minimum order requirements. Additionally, bidders are cautioned to bid in accordance with the unit specified on the response page.

20. RENEWAL OPTION

The successful bidder shall be awarded a contract for twelve (12) months with the option to renew for four (4) additional twelve (12) month period(s). The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. The unit prices bid shall apply for the initial term and each renewal period. Any renewal shall be subject to the appropriation of funds by the Board of County Commissioners. A renewal shall be revoked if the successful bidder is suspended by the Purchasing Department prior to the commencement of the renewal period.

21. INSURANCE REQUIRED

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, unless otherwise directed by the County. Subsequently, the successful bidder shall, during the term of the contract, and prior to each renewal thereof, provide evidence of insurability to Palm Beach County Purchasing department, prior to the expiration date of each and every insurance required herein.

Commercial General Liability Insurance. Successful bidder shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than $500,000 Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed. **This coverage shall be endorsed to include Palm Beach County as an Additional Insured.**

Business Auto Liability Insurance. Successful bidder shall maintain Business Auto Liability Insurance at a limit of liability not less than $500,000 Combined Single Limit Each Accident for all owned, non-owned, and hired automobiles. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.) In the event successful bidder neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing successful bidder to maintain only Hired & Non-Owned auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the bidder indicating either the bidder does not own any vehicles, and if vehicles are acquired throughout the term of the contract, bidder agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Workers' Compensation and Employer's Liability Insurance. Successful bidder shall maintain Workers' Compensation & Employer's Liability Insurance in accordance with Florida Statute Chapter 440.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the successful bidder in the types and amounts required hereunder shall be transmitted to the County via the Insurance Company/Agent within a time frame specified by the County (normally within 2 working days of request). Failure to provide required insurance shall render your bid non responsive.

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Palm Beach County as an Additional Insured.

Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. The Certificate Holder shall read:

Palm Beach County Board of County Commissioners c/o Purchasing Department,
50 South Military Trail, Suite 110, West Palm Beach, FL 33415.

It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract.

All insurance must be acceptable to and approved by County as to form, types of coverage and acceptability of the insurers providing coverage.

Bidder shall agree that all insurance coverage required herein shall be provided by Bidder to County on a primary basis.

SPECIFICATIONS
IFB #22-090R/MB

SODIUM CHLORIDE, SOLAR SALT QUALITY, PURCHASE AND DELIVERY OF, TERM CONTRACT (RE-BID)

PURPOSE AND INTENT

The sole purpose and intent of this Invitation for Bid (IFB) is to secure firm, fixed pricing and establish a term contract for the purchase and delivery of Sodium Chloride, Solar Salt quality or greater, at various locations throughout Palm Beach County.

GENERAL

All bulk shipments shall be accompanied by certified weight tickets.

Delivery shall be made using pneumatic tanker trucks only and shall be bulk delivered.

COUNTY'S RESPONSIBILITIES

The County shall:

1. Order on an as needed basis.
2. Provide access to location(s) where the product will be delivered.
3. NOT accept any minimum order requirements.

SUCCESSFUL BIDDER'S RESPONSIBILITIES

The successful bidder shall:

1. Adhere to all terms, conditions, requirements and specifications of the contract.
2. Include delivery/fuel charges in their unit pricing.
3. Remove material from the County property that does not meet the requirements of the ANSI/AWWA B200 latest revision Standards, at no additional cost to the County.
4. Upon request, provide an affidavit to the County to affirm that the Sodium Chloride furnished complies with all applicable requirements of the ANSI/AWWA B200 latest revision standards.
5. Ensure equipment has 4" aluminum cam-lock for connection.
6. Deliver in full truckloads on an as needed basis.

TECHNICAL REQUIREMENTS

1. The sodium chloride (N_aC1), granular, shall be solar salt quality or greater, containing no organic binders, flow control agents, or resin cleaning materials, and meeting or exceeding the following specifications (as ppm [mg/kg] weight).

N_aC1:	
Dry basis Wet basis	96.3% - 98% 93.3% minimum
Calcium sulfate	0.30% maximum
Magnesium chloride	0.06% maximum
Calcium chloride	0.10% maximum
Magnesium sulfate	0.02% maximum
Insoluble	0.1% maximum
Moisture (as H_20)	3.0% maximum
Lead	0.0007% maximum
Copper	0.0003% maximum
Iron (as Fe)	0.002% maximum
Total impurities (soluble & insoluble)	2.0% maximum

2. Product shall be as per ANSI/AWWA B200 latest revision standards, Section 5, VERIFICATION.
3. Product shall be homogeneous and in a crystalline granular form.
4. Product shall be white in color.

CURRENT DELIVERY LOCATIONS	ESTIMATED QUANTITY
Water Treatment Plant #2 2956 Pinehurst Drive, West Palm Beach, FL 33467 Patti Brock (561) 493-6360	5,400 Tons
Water Treatment Plant #8 1500 Jog Road, West Palm Beach, FL 33417 Tim McAleer (561) 493-6180	2,700 Tons

Palm Beach County reserves the right to add and/or delete locations including locations within the Glades Area, during the term of the contract at no additional cost to the County.

COUNTY ACCEPTANCE

Delivered products shall not be considered accepted until an authorized agent for the County has, by inspection or test of such items, determined that they appear to fully comply with specifications. All packages, boxes, cartons/cases, and items contained therein shall be free of contaminants, and damage of any kind. The County may return, at the expense of the successful bidder and for full refund, any item(s) received which fail to meet the County's specifications or performance standards.

PAYMENT

Payment will be based on the price offered on the Bid Response page. Unit price offered per ton shall include all delivery and unloading charges. Payment shall be rendered ONLY upon the County's satisfaction and acceptance of item(s) delivered. Price shall include, but is not limited to, all supervision, labor, equipment, materials, tools, machinery, transportation and other facilities and services necessary to fully provide the item(s) as specified above.

SPECIFICATIONS
IFB #22-090R/MB

SODIUM CHLORIDE, SOLAR SALT QUALITY, PURCHASE AND DELIVERY OF, TERM CONTRACT (RE-BID)

ITEM NO.	DESCRIPTION	ESTIMATED 12 MONTH QUANTITY	UNIT	UNIT PRICE	TOTAL OFFER
1.	Sodium Chloride, Granular, Solar Salt Quality, Bulk Delivery in accordance with AWWA #B-200 Standards, as specified herein.	8,100	TON	$ _____	**$ _____**

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Acknowledge Qualification of Bidders information is included, per Term #10? YES/INITIAL _____

Acknowledge Criminal History Records Check requirement, per Term #11? YES/INITIAL _____

Acknowledge Insurance requirements, per Term #21? YES/INITIAL _____

* PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

Per General Term and Condition #7., if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of the County, provide a copy of the Joint Venture Agreement signed by all parties.

Commercial Non-Discrimination Certification:
By signing below, bidder hereby certifies, per General Term and Condition #3n. that: (i) the information set forth therein is true and correct to the best of the bidder's knowledge; and (ii) there are no legal/administrative proceedings required to be disclosed, except as disclosed in bidder's response.

COMPANY NAME: **(Enter the entire legal company name of the bidding entity)**	DATE:
*** SIGNATURE**:_____	PRINT NAME: PRINT TITLE:
ADDRESS: _____	
CITY / STATE: _____	ZIP CODE: _____

TELEPHONE #	EMERGENCY #	TOLL FREE #
FAX #	E-MAIL:	
APPLICABLE LICENSE(S) NUMBER #	TYPE:	
FEDERAL ID #		

QUALIFICATIONS OF BIDDERS
REFERENCES FOR IFB #22-090R/MB

Bidder shall list references in accordance with the requirements set forth in the Qualifications of Bidders.

REFERENCE NAME:		
ADDRESS:		
CONTACT NAME:		**This contact must be informed that they are listed as a reference, and the County may be calling them.**
CONTACT INFORMATION:	**Phone:**	**Cell:**
	Fax:	**E-Mail:**
SCOPE OF WORK:		
CONTRACT DATES:		

REFERENCE NAME:		
ADDRESS:		
CONTACT NAME:		**This contact must be informed that they are listed as a reference, and the County may be calling them.**
CONTACT INFORMATION:	**Phone:**	**Cell:**
	Fax:	**E-Mail:**
SCOPE OF WORK:		
CONTRACT DATES:		

REFERENCE NAME:		
ADDRESS:		
CONTACT NAME:		**This contact must be informed that they are listed as a reference, and the County may be calling them.**
CONTACT INFORMATION:	**Phone:**	**Cell:**
	Fax:	**E-Mail:**
SCOPE OF WORK:		
CONTRACT DATES:		

FIRM NAME: _____

CERTIFICATION OF BUSINESS LOCATION
IFB #22-090R/MB

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference may be given to: (1) bidders having a permanent place of business in Palm Beach County ("County") or (2) bidders having a permanent place of business in the Glades that are able to provide the goods and/or services to be utilized within the Glades. To receive a local preference, bidders must have a permanent place of business within the County or the Glades, as applicable, prior to the County's issuance of the solicitation. A Business Tax Receipt which is issued by the Palm Beach County Tax Collector, authorizes the bidder to provide the goods/services being solicited by the County, and will be used to verify that the bidder had a permanent place of business prior to the issuance of the solicitation. The bidder must submit this Certification of Business Location ("Certification") along with the required Business Tax Receipt at the time of bid or quote submission. The Business Tax Receipt and this Certification are the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the bidder to not receive a local preference.

In instances where the bidder is exempt by law from the requirement of obtaining a Business Tax Receipt, the bidder must: (a) provide a citation to the specific statutory exemption; and (b) provide other documentation which clearly establishes that the bidder had a permanent place of business within the County or the Glades prior to the date of issuance of the solicitation. The County hereby retains the right to contact said bidders for additional information related to this requirement after the bid due date.

I. Bidder is a:

_____ Local Business: A local business has a permanent place of business in Palm Beach County.

(Please indicate):

_____ Headquarters located in Palm Beach County

_____ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services.

_____ Glades Business: A Glades business has a permanent place of business in the Glades.

(Please indicate):

_____ Headquarters located in the Glades

_____ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services.

II. The attached copy of bidder's County Business Tax Receipt verifies bidder's permanent place of business.

THIS CERTIFICATION is submitted by _____, as
(Name of Individual)

_____, of _____
(Title/Position) (Firm Name of Bidder)

who hereby certifies that the information stated above is true and correct and that the County Business Tax Receipt is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the bidder.

_____ _____
(Signature) (Date)

DRUG-FREE WORKPLACE CERTIFICATION
IFB #22-090R/MB

IDENTICAL TIE BIDS - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids are received from vendors who have not submitted with their bids a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid, and received on or before the published bid submission deadline to be considered. The failure to execute and/or return this certification shall not cause any bid to be deemed non-responsive.

Whenever two (2) or more bids which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).

(4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by _____ the
(Individual's Name)

_____ of _____
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

_____ _____
Signature Date

Revised - 11/10/16

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: _____ **SOLICITATION/PROJECT/BID No.:** _____

NAME OF PRIME RESPONDENT/BIDDER: _____ **ADDRESS:** _____

CONTACT PERSON: _____ **PHONE NO.:** _____ **E-MAIL:** _____

SOLICITATION OPENING/SUBMITTAL DATE: _____ **DEPARTMENT:** _____

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT.
PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

Name, Address and Phone Number	(Check all Applicable Categories) Non-SBE	M/WBE Minority/Women Business	SBE Small Business	DOLLAR AMOUNT OR PERCENTAGE OF WORK Black	Hispanic	Women	Caucasian	Other (Please Specify)
1.	☐	☐	☐	_____	_____	_____	_____	_____
2.	☐	☐	☐	_____	_____	_____	_____	_____
3.	☐	☐	☐	_____	_____	_____	_____	_____
4.	☐	☐	☐	_____	_____	_____	_____	_____
5.	☐	☐	☐	_____	_____	_____	_____	_____
Total				_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total Bid Price $_____ **Total SBE - M/WBE Participation** _____

I hereby certify that the above information is accurate to the best of my knowledge: _____ _____
Signature Title

Note:
1. **The amount listed on this form for a Subcontractor/Subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.**
2. **Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.**
3. **Modification of this form is not permitted and will be rejected upon submittal.**

Revised 02/28/2019

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/Subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: _____

SOLICITATION/PROJECT NAME: _____

Name of Prime: _____

(Check box(es) that apply)

☐ SBE ☐ WBE ☐ MBE ☐ M/WBE ☐ Non-S/M/WBE Date of Palm Beach County Certification (if applicable):_____

The undersigned affirms they are the following (select one from each column **if applicable**):

Column 1	Column 2	Column 3
☐ Male ☐ Female	☐African-American/Black ☐Asian American ☐Caucasian American ☐Hispanic American ☐Native American	☐ Supplier

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any **S/M/WBE** participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: _____

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ **Price or Percentage:** _____

Name of 2nd/3rd tier Subcontractor/subconsultant

_____	_____
Print Name of Prime	Print Name of Subcontractor/subconsultant
By: _____	By: _____
Authorized Signature	Authorized Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Date: _____	Date: _____

09/17/28/2019

OEBO SCHEDULE 3
SUBCONTRACTOR ACTIVITY FORM

SUBCONTRACTOR ACTIVITY FOR MONTH ENDING _____ PROJECT # _____

PROJECT NAME _____

PRIME CONTRACTOR NAME _____

PROJECT SUPERVISOR _____

Schedule 3 is used to show the monthly payment activity for work performed by each Subcontractor on the project and in conformity with the Subcontractor(s) submitted on Schedule 2. It also shows approved change orders as they impact all Subcontractors. Schedule 3 is to be submitted by the Prime Contractor with each payment request to Palm Beach County. In the Subcontracting Information section, list the name(s) of each Subcontractor, including each S/M/WBE subcontractor on the project and the total contracted amount for each Subcontractor on the project. As the project proceeds, please complete each column under the Subcontractor Information section. If a subcontractor is an S/M/WBE, please check the appropriate categories applicable.

SUBCONTRACTING INFORMATION								Subcontractor Category (check all applicable)						
Name of Subcontractor(s)	Total Contract Amount	Approved Change Orders	Revised Contract Amount	Amount drawn for Sub this Period	Amount drawn for Sub to Date	Amount Paid to Date for Subcontractor	Actual Starting Date	Minority/ Women Business (√)	Small Business (√)	Black (√)	Hispanic (√)	Women (√)	Caucasian (√)	Other (Please Specify) (√)

I hereby certify that the above information is accurate to the best of my knowledge _____ _____
(Signature) (Title)

Additional Sheets May Be Used As Necessary

NOTE: Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

Revised 02/28/2019

OEBO SCHEDULE 4 – SUBCONTRACTOR/SUBCONSULTANT PAYMENT CERTIFICATION

A properly executed Schedule 4 shall be submitted for each Subcontractor/subconsultant after receipt of payment from the Prime. The Prime shall submit this form with each payment application or invoice submitted to the County when the COUNTY has paid the Prime on the previous payment application for services provided by a Subcontractor/subconsultant. All named Subcontractors/subconsultants on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the Prime is an S/M/WBE, completion of a Schedule 4 is also required to document all portions of work performed by their work force. **A completed release of lien form can be submitted in lieu of a Schedule 4.**

This is to certify that _____ received a
(Subcontractor/subconsultant Name)

(Monthly) or (Final) payment of $ _____ from _____
(Prime Contractor Name)

On _____/_____/_____ for my _____ Invoice for labor and/or materials supplied
MM DD YYYY Month

On _____ /_____
(Project Name) (Project No.)

DEPT.: _____ TASK ORDER/WORK ORDER/DELIVERY ORDER/PURCHASE ORDER/ NO.: _____

PRIME CONTRACTOR/CONSULTANT VENDOR CODE: _____

SUBCONTRACTOR/SUBCONSULTANT VENDOR CODE: _____

If the undersigned intends to distribute any portion of this payment to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 4.

_____ Price or Percentage: _____
Name of 2nd/3rd tier Subcontractor/subconsultant

By:_____ _____
(Signature of Subcontractor/subconsultant) (Name & Title of Person executing on behalf of Subcontractor/subconsultant)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, _____(year), by _____(name of person acknowledging).

_____
Notary Public, State of Florida

_____
Print, Type or Stamp Commissioned Name of Notary

Personally Known ____ OR Produced Identification _____ Type of Identification _____

Revised 12/31/2019

Solicitation View Page (IFB)

Print Solicitation | Back

Document ID: IFB-680-22-090R/MB-1 | **Time Left :** Expired

General Information | Commodity Lines | Attachments | Additional Information

Events

Buyer Information

Buyer Name
Marva Brown
Buyer Email
mbrown@pbcgov.org
Buyer Phone
561-616-6815
Buyer Fax
561-242-6715

Important Dates

Issue Date
08/10/2022
Closing Date
09/15/2022 04:00 PM EDT
Bid Opening Date
-
Last Amended
-

Department Information

Category
-
Type
Invitation for Bids
Document Department
680
Status
Closed
Description
SODIUM CHLORIDE, SOLAR SALT QUALITY, PURCHASE AND DELIVERY O

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/30/2025 1/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC Three City Place Dr., Ste. 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1492667 Morton Salt, Inc. 444 West Lake Street, Suite 2900 Chicago IL 60606	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** HDI Global Insurance Company — 41343 **INSURER B :** Starr Indemnity & Liability Company — 38318 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 21018744 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	N	GLCD5717703S	4/30/2024	4/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	1000679547241	4/30/2024	4/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE	$ XXXXXXX $ XXXXXXX
B B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	1000005331 (AOS) 1000005332 (Retro) 1000014082241 (OH Excess)	4/30/2024 4/30/2024 4/30/2024	4/30/2025 4/30/2025 4/30/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

RE: Bid No. 22-090R PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND MORTON SALT, INC. City of Boynton Beach, and its officers, employees and agents are included as additional insureds if required by written contract with respect to General Liability per the terms and conditions of the policy.

CERTIFICATE HOLDER

21018744
City of Boynton Beach
100 East Ocean Avenue
Boynton Beach FL 33435

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/18/2025

Proposed Resolution No. R25-049- Approve Task Order No. GESUT-1B-02-25 with Carollo Engineers, Inc. for professional engineering services, including survey, permitting assistance, design services, and construction management support for the Sea Meadow South- Water & Wastewater Improvements Project. This task order is issued in accordance with RFQ No. CW24-001 (General Engineering Consulting Services Contract, Scope Category B), as awarded by the City Commission on November 19, 2024. The total not-to-exceed amount for this task order is $953,516.55. Additionally, approve a budget transfer to allocate sufficient funding for this project.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-049.

Explanation of Request: Boynton Beach Utilities is utilizing the General Engineering Consulting Services Contract (RFQ No. CW24-001, Scope Category B) to support the implementation of critical Utilities Capital Improvement Projects. Under this contract, Carollo Engineers, Inc. will provide comprehensive professional services, including data collection, surveying, geotechnical investigation, detailed design of water and wastewater infrastructure, preparation of construction plans and specifications, permitting assistance, bid phase support, public engagement, and construction management services for the Sea Meadow South – Water & Wastewater Improvements Project.

The Sea Meadow South community, consisting of approximately 240 mobile homes, has been experiencing recurring sewer backups and water main breaks, requiring frequent maintenance by the City. To enhance service reliability and improve infrastructure resilience, the City intends to construct new water and sewer mains within the community, replacing the existing aging infrastructure. This project will standardize and upgrade water and sewer connections, ensuring long-term sustainability and improved service quality for residents.

How will this affect city programs or services? This project will enhance the reliability and efficiency of the City's water and sewer infrastructure by replacing aging and deteriorating systems with modern, code-compliant water and sewer mains. The improvements will reduce the frequency of sewer backups and water main breaks, minimizing ongoing maintenance demands on City resources. Additionally, the project will relocate water and sewer service connections from backyards to the front of properties, facilitating easier access for maintenance and future upgrades.

An important benefit of this project is the enhancement of fire protection within the neighborhood by incorporating fire hydrants into the new water distribution system. This will

improve public safety and align the community's infrastructure with current City standards.

Overall, the project will provide long-term operational efficiencies, improve service delivery to residents, and enhance public health and safety in the Sea Meadow South community.

Budgeted Item: Yes

Account Line Item and Description: Budgeted Funds for the project are available in the Utilities CIP accounts:

403-5000-533-65.02 - WT2407 – Sea Meadows South Water Improvements - $200,000 adopted budget for fiscal year 24-25 + $150,000 rollover for a total amount budgeted of $350,000.
403-5000-535-65.04 - UC2503 - Sea Meadows South Water Improvements - $350,000 adopted budget for fiscal year 24-25.
Total Budgeted - $700,000.

Projects will be combined into one singular CIP project No. UC2503.

Need a budget transfer for $263,516.55.

Budget Transfer $131,758.28 from WT1902 - 403-5000-533-65.02 to UC2503

Budget Transfer $131,758.27 from UC2103 - 403-5000-535-65.04 to UC2503

Total amount budgeted after Budget Transfers: $963,516.55 ($953,516.55 for Task Order with Carollo & $10,000 for permits with DOH,FDEP, and PBC).

Fiscal Impact: $700,000 is currently budgeted in the 24/25 Budget, $550,000 adopted budget funds and an additional $150,000 from roll over funds in WT2407 and UC2503.

A budget transfer for a total additional amount of $263,516.55 from budgeted CIP budgets needs to be completed to have sufficient funding for the project in a NTE contract amount of $953,516.55 and $10,000 for Miscellaneous permits for the project with DOH, FDEP, and PBC. Total amount $963,516.55

Attachments:
R25-049 Agenda Item 2740-2025 Resolution for Task Order with Carollo Engineers for professional engineering services.docx
Boynton Beach Sea Meadow Scope, Fee, Schedule_FINAL COMBINED v1.pdf
Task_Order_Form_-_Consultant_-_Carollo_Engineer_Inc_Sea_Meadows.pdf
R24-291 -.pdf
RFQ CW24-001 General Eng Consulting Svs - Contract -Carollo Engineers- signed.pdf.pdf

RESOLUTION NO. R25-049

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING TASK ORDER NO. GESUT-1B-02-25 WITH CAROLLO ENGINEERS, INC. FOR PROFESSIONAL ENGINEERING SERVICES, INCLUDING SURVEY, PERMITTING ASSISTANCE, DESIGN SERVICES, AND CONSTRUCTION MANAGEMENT SUPPORT FOR THE SEA MEADOW SOUTH – WATER & WASTEWATER IMPROVEMENTS PROJECT FOR AN AMOUNT NOT TO EXCEED $953,516.55, AND TO APPROVE A BUDGET TRANSFER TO ALLOCATE SUFFICIENT FUNDING FOR THE PROJECT; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Sea Meadow South Community, consisting of approximately two-hundred and forty (240) mobile homes, has been experiencing recurring sewer backups and water main breaks and requires frequent maintenance by the City; and

WHEREAS, to enhance service reliability and to improve infrastructure resilience, the City intends to construct new water and sewer mains within the Sea Meadow South Community and to replace the existing, aging infrastructure to standardize and upgrade water and sewer connections to ensure long-term sustainability and improve service quality for residents (the "Project"); and

WHEREAS, fire protection within the Sea Meadow South Community will be enhanced by incorporating fire hydrants into a new water distribution system, thus improving public safety and aligning the Community's infrastructure with current City standards; and

WHEREAS, the City desires to approve Task Order No. GESUT-1B-02-25 with Carollo Engineers, Inc., ("Vendor") in accordance with Request for Qualifications No. CW24-001 (General Engineering Consulting Services Contract, Scope Category B), as awarded by the City Commission on November 19, 2024, in City Resolution No. R24-291; and

WHEREAS, the requested Task Order with the Vendor is necessary to provide long-term operational efficiencies, to improve service delivery to residents, and to enhance public health and safety in the Sea Meadow South Community; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve Task Order No. GESUT-1B-02-25 with the Vendor to provide the City with professional engineering services, including survey, permitting

assistance, design services, and construction management support for the Project, in amount not to exceed $953,516.55; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve a budget transfer to allocate sufficient funding for this project; and

WHEREAS, a budget transfer of $263,516.55 is necessary to fund the Project, with $131,758.28 from WT1902 – 403-5000-533-65.02 and $131,758.27 from UC2103 – 403-5000-65.04 to CIP project No. UC2503.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve Task Order No. GESUT-1B-02-25 between the City and Vendor, for professional engineering services, including survey, permitting assistance, design services, and construction management support for the Project, in an amount not to exceed $953,516.55, and authorizes the Mayor to execute the Task Order in form and substance similar to the, attached as Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby approves a budget transfer in the total amount of $263,516.55 from the general CIP budget to CIP project No. UC2503, specifically with $131,758.28 from WT1902 – 403-5000-533-65.02 and $131,758.27 from UC2103 – 403-5000-65.04, to fund the Project and associated permits.

SECTION 4. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute Task Order No. GESUT-1B-02-25 with Carollo Engineers, Inc.

SECTION 5. The City Clerk shall retain the fully executed Task Order as a public record of the City. A copy of the fully executed Task Order shall be provided to Keith Webber for forwarding to the Vendor.

SECTION 6. This Resolution shall take effect in accordance with law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

EXHIBIT A

Engineers...Working Wonders With Water®

2056 Vista Parkway. Suite 400, West Palm Beach, Florida 33411
P. 561.868.6400 F. 561.868.6401

January 28, 2025

Keith Webber, P.E., PMP
Assistant Director, Engineering
Boynton Beach Utilities, Engineering
City of Boynton Beach
124 E. Woolbright Road
Boynton Beach, FL 33435

Subject: Proposal for Engineering Services
Sea Meadow South – Water & Wastewater Improvements Project: Survey, Permitting, Detailed Design, Bid Documents, and Construction Management (CM) Support

Dear Mr. Webber:

As requested, we have prepared the following proposed scope of services for the subject project.

Background and Scope of Overview

The CITY of Boynton Beach (CITY) owns and maintains the existing water and sewer utilities within the Sea Meadow residential community. This Service Authorization is for engineering services associated with the Sea Meadow South Improvements Project (PROJECT) located at 4290 Royal Manor Blvd, Boynton Beach, FL 33436. The following is our understanding of the current conditions and needs:

- The Sea Meadow community is complete with approximately 480 residential mobile homes, split between the north and south side of Gateway Boulevard. The focus of this project is limited to the south side of Gateway Boulevard, comprised of approximately 240 homes.
- Each mobile home is equipped with one potable water source and one sewer connection. An unknown number of homes are equipped with one non-potable water source for irrigation.
- The Sea Meadow South community regularly experiences residential sewer backups and has experienced water main breaks. The CITY regularly maintains all damaged water and sewer connections within the Sea Meadow South community.
- The CITY owns and operates the existing Lift Station (LS) within the Sea Meadow South community and has stated that the LS is in acceptable condition for continued operation.
- The CITY desires to construct new water and sewer mains within the Sea Meadow South community.
- The CITY desires to construct new water and sewer connections to all homes within the Sea Meadow South community by standardizing connections to front-of-lot connections.
- The CITY prefers to abandon in place all decommissioned existing utilities replaced on this project.

- The CITY requested assistance with a Transference Letter of all water and sewer connections to outline the extents of the water and sewer system the CITY will maintain upon completion of this project.
- The CITY has requested Carollo Engineers, Inc. (CONSULTANT) provide a detailed design of the proposed water and sewer improvements with biddable documents, assistance during the bid phase, and limited Construction Management (CM) support.

Scope of Work

Task 1 – Project Management

Task 1 includes aspects of project and quality management to provide effective delivery of the PROJECT. Specific items included in Task 1 are detailed in the subtasks described below.

Task 1.1 – Project Management, Communications and Meetings

The CONSULTANT will provide overall project management and communication between its staff, sub-consultants, and the CITY. The CONSULTANT will track and manage the budget, project tasks, and schedule.

The CONSULTANT will attend and manage project meetings. This project anticipates one kick-off meeting, and one general virtual progress meeting during each design phase (four (4) in total). The CONSULTANT will develop agendas and minutes for all meetings.

The CONSULTANT will attend and manage public meetings with the residents of the Sea Meadow South community to convey information about the project. This project anticipates three (3) public meetings to be held in-person with the CITY and Sea Meadow South community. The CONSULTANT shall assist the CITY in developing agendas and meeting notes for all meetings.

CONSULTANT will provide monthly progress reports that identify the work that has been performed during the month and the work that is anticipated in the upcoming month. These reports will be delivered as part of the monthly progress payment request.

Task 1.2 – Quality Assurance/Control

The CONSULTANT will coordinate quality control and quality assurance review of the project including review of design documents and QC of permit applications.

Task 1 Deliverables

- Meeting agendas
- Meeting minutes (PDF)
- Monthly progress reports (PDF)

Task 2 – Data Collection and Condition Assessment

This task will include data collection and review, field investigations, condition assessment, site survey, sub-surface utility engineering (SUE), and geotechnical investigation.

Task 2.1 – Data Collection and Review

The CONSULTANT will collect and review previous data, reports and drawings relating to Sea Meadow South community. The evaluation will include a review of known locations of existing water and sewer connections, as well as locations of other existing utilities as it relates to the water and sewer connections. This data will be used as a reference for the detailed design. Any information not received to date will be requested via a request for information (RFI).

- Site Plan and Lot Exhibits Drawings.
- As-built drawings of homes within the Sea Meadow South community.
- Maintenance history/records for water and sewer laterals, and other utilities.

Task 2.2 - Field Investigation and Condition Assessment

Field visits will be used to investigate the existing Sea Meadow South water and sewer mains and connections, existing utilities such as communications and electrical lines, and surrounding area for purposes of the detailed design. The following is expected to be determined to the extent possible:

- Locations of water and sewer connections to each mobile home.
- Locations of other utilities including, but not limited to, communications and electrical.

Task 2.3 – Survey and Sub-surface Utility Engineering (SUE)

The CONSULTANT, using a survey sub-consultant, will conduct a survey of the site. The survey will utilize previous record drawing data as provided by the CITY to the extent feasible. The focus of the survey will be on the entirety of the Sea Meadow South community.

Sub-surface utility engineer (SUE) will be performed within the roadway and lot lines to confirm pipe locations, materials, and depths. This will include ground penetrating radar (GPR) efforts and fifty hundred (50) soft digs.

Task 2.4 – Existing Water and Sewer Connections

The CONSULTANT, using a plumbing sub-consultant, will conduct a survey of the existing water and sewer connections within all of the mobile homes of the Sea Meadow South community to locate routing and tie in locations of water service connections and sewer laterals from homes to CITY-owned and maintained utilities.

Investigation of the existing water and sewer connections will include snaking of the sewer connections and closed-circuit television (CCTV) to confirm pipe locations, materials, sizes, and depths. It is assumed that 120 homes will require this method of investigation to located utilities and connections.

Task 2 Deliverable

- Survey (PDF and electronic CADD files)
- SUE Report (PDF)
- Geotechnical report (PDF)
- Lot drawings with existing water and sewer lateral (PDF)

Task 3 – Preliminary Design

The CONSULTANT will develop a preliminary design and anticipates one (1) design workshop be completed for evaluation of the proposed design. The preliminary design will also include one technical memorandum to outline the design elements and considerations.

The preliminary design will include the evaluation of the existing water and sewer mains and connections and provide a preliminary layout of the water and sewer mains and proposed locations of the water and sewer connections. We have assumed that the design will define typical approaches or categories for the water and sewer connections for the lots, rather than a specific design for each of the 240 lots, allowing the bidders to price by numbers of lots in each category.

The CONSULTANT will evaluate the CITY's typical details for water and sewer connections and will provide preliminary typical details for water and sewer connections as applicable.

Upon acceptance of the Preliminary Design by the CITY, the CONSULTANT will prepare final design documents which will include 60%, 90% and 100% Design documents. Detailed design will include the further development of drawings and specifications (the "Construction Documents") which describe the elements, details, components, materials, and other information necessary for construction of a complete and operational PROJECT.

The various final design phases are described below.

Task 3.1 - Preliminary Design

A preliminary design will be developed and submitted to the CITY for Review. One (1) workshop will be completed with the CONSULTANT and the CITY to review the proposed design and evaluate the proposed upgrades. Any comments on the preliminary design by the CITY will be incorporated into the 60% Design.

Task 3 Deliverables

- Preliminary Design technical memorandum, including the design criteria for the sewer and water mains, to be submitted electronically to the CITY in PDF format.
- Preliminary Design documents (conceptual drawings and list of specifications), to be submitted electronically to the CITY in PDF format.
- Design detail drawings depicting the proposed categories for the water and sewer connections.

- Engineer's Opinion of Probable Cost Class IV Estimate
- Meeting minutes of the Preliminary Design submittal review workshop, to be submitted electronically in PDF format.
- Written responses to Preliminary Design submittal review comments in PDF format.

Task 4 – Detailed Design

Upon acceptance of the Preliminary Design by the CITY, the CONSULTANT will prepare final design documents which will include 60%, 90% and 100% Design documents. Detailed design will include the further development of drawings and specifications (the "Construction Documents") which describe the elements, details, components, materials, and other information necessary for construction of a complete and operational Project. The various final design phases are described below.

Task 4.1 - Draft (60%) Set

The drawings and specifications will be developed to 60% completion for this design phase submittal. After submittal of the Draft Design documents, the CONSULTANT with attend one (1) review workshop. Any comments on the Draft Design by the CITY will be incorporated into the 90% Design.

Task 4.1 Deliverables

- The 60% Design documents (drawings and specifications), to be submitted electronically to the CITY in PDF format.
- Engineer's Opinion of Probable Cost Class III Estimate
- Meeting minutes of the 60% submittal review workshop, to be submitted electronically in PDF format.
- Written responses to 60% submittal review comments in PDF format.

Task 4.2 - Permit (90%) Set

The drawings and specifications will be developed to 90% completion for the 90% Design submittal. After submittal of the 90% Design documents, the CONSULTANT will attend one (1) review workshop. This set will be submitted to regulatory agencies for permit review/approval. Any comments on the 90% Design by the CITY or regulatory agencies will be incorporated into the 100% Design.

Task 4.2 Deliverables

- 90% Design documents (drawings and specifications), to be submitted to the CITY
- Engineer's Opinion of Probable Cost Class II Estimate
- Meeting minutes of the 90% submittal review workshop, to be submitted electronically in PDF format.
- Written responses to 90% submittal review comments in PDF format.

Task 4.3 - Final (100%) Set (Issued for Bid Documents)

The drawings and specifications will be developed to 100% completion for the Final Design submittal. Submittals will be sign and sealed.

Task 4.3 Deliverables

- 100% Design documents (drawings and specifications), sign and sealed, to be submitted to the CITY and PDF format.
- Engineer's Opinion of Probable Cost Class I Estimate

Task 5 – Permitting Coordination

The CONSULTANT will assist the CITY in obtaining permit approval for the proposed design.

Task 5.1 - Florida Department of Health (FDOH)

A permit is anticipated with the Florida Department of Health (FDOH) to construct/replace pipeline and sewer connection components. A permit application will be prepared and submitted to the FDOH consistent with comments and feedback received at the Draft (60%) Set workshop. The construction permit will include the drawing set, application and other supporting data where necessary. Permitting fees are not included in this scope and are assumed to be paid for by the CITY.

Task 5.2 - Florida Department of Environmental Protection (FDEP)

A permit is anticipated with the Florida Department of Protection (FDEP) to upgrade the water and sewer mains and connections for the Sea Meadow South community. A permit application will be prepared and submitted to the FDEP consistent with comments and feedback received at the Draft (60%) Set workshop. The construction permit will include the drawing set, application and other supporting data where necessary. Permitting fees are not included in this scope and are assumed to be paid for by the CITY.

Task 5.3 – Palm Beach County (PBC)

A Utility/ROW permit is anticipated with the Palm Beach County (PBC) for water connections at Lawrence Road and Gateway Boulevard. A permit application will be prepared and submitted to the PBC consistent with comments and feedback received at the Draft (60%) Set workshop. The construction permit will include the drawing set, application and other supporting data where necessary. Permitting fees are not included in this scope and are assumed to be paid for by the CITY. This task involves pre-permitting efforts to address maintenance of traffic and right of way (ROW) easement requirements from the County. It is the responsibility of the contractor to obtain final permit approval to begin construction within PBC ROW.

Task 5 Deliverables

- Permit Applications (PDF and hard copy)

We have assumed that permits will not be required by the City of Boynton Beach. It is also assumed that permit fees will be paid by the City and that all permits will be submitted directly by the City to permitting agencies. CONSULTANT will assist the City in permit certification efforts to close-out permit applications

Task 6 – Bidding Support

Bidding will be based on Final (100%) Design documents. To support this process, CONSULTANT will provide the following services.

Task 6.1 - Issued for Bid Documents

Submit signed and sealed electronic Issued for Bid documents (drawings and specifications). The CITY will coordinate final packaging of documents and distribution.

Task 6.2 - Pre-bid and Bidding Coordination

Attend one pre-bid conference. CONSULTANT's representative will attend and answer contractor questions as applicable. This may also include response to bid questions/clarifications, with up to two (2) technical narratives to form addenda(s) to be issued by the CITY. The CITY will be responsible for organizing the pre-bid meeting.

Task 6.3 - Conformed Documents

CONSULTANT will prepare and submit a "For Construction" set of conformed documents including clarifications and revisions through addenda and provide up to two (2) full size signed and sealed conformed drawings and Project Manuals, three (3) half size sets of construction drawings and Project Manuals and a digital PDF set of the Conformed Contract Documents. The CITY will coordinate final packaging of documents and distribution.

Task 6 deliverables

- Issued for bid plan and specifications (PDF and CADD files)
-
- Conformed plan and specifications (PDF)

Task 7 – Construction Management Support

Construction Management Support (CMS) will be based on the "For Construction" set of conformed documents. To support this process, CONSULTANT will provide the following services.

Task 7.1 – Limited Construction Inspections

The CONSULTANT will attend twelve (12) specialty site visits for inspection of construction activities. The CONSULTANT will complete daily construction reports (DCRs) for each site visit to document construction activities and progress. The following additional inspection days are included as part of this task:

- Water and sewer tie-ins to existing mains
- Five (5) water main pressure tests
- Substantial completion walk-through
- Final completion walk-through

- Permit closeouts walk-though

Task 7.2 – Submittal Review

The CONSULTANT will perform twenty (20) submittal review of all construction submittals and provide responses to the CITY and to the contractor.

Task 7.3 – Change Order Reviews

The CONSULTANT shall review up to five (5) change order requests and provide recommendations to the City. Review of Contractor Pay Applications is not included in this scope of services.

Task 7.4 – Construction Meetings

One (1) staff from the CONSULTANT shall attend one (1) pre-construction meeting and up to twelve (12) construction progress meetings. It is assumed that the City will coordinate meetings with the Contractor.

Task 7.5 – Requests for Information

The CONSULTANT shall respond to up to (10) Contractor requests for information (RFIs) for clarification.

Task 7.6 – Record Drawings

The CONSULTANT shall review final record drawings based on Contractor-supplied information. It is assumed that the as-built survey to be performed by surveyor contracted by Contractor and that the City will verify information collected by the surveyor in the field. The CONSULTANT has assumed two (2) review events for record drawings.

Task 7 Deliverables

- Daily Construction Reports (PDF)
- Submittal Reviews (PDF)
- Responses to RFIs or Change Order Requests

Task 8 – Owner's Allowance

An allowance has been included for additional or optional services needed during this task order. Use of the Allowance is subject to City approval.

CITY Responsibilities

Because of the nature of this project, certain assumptions apply to this Scope of Services. To the extent possible, these assumptions are stated within this document and are reflected in the budget. If the project

task requirements are different from the assumptions presented in this Scope of Services, or if the CITY desires additional services, the resultant change in scope will serve as a basis for amending this project assignment or initiating the development of a new project assignment as agreed to by both the CITY and CONSULTANT. The following assumptions and CITY responsibilities apply to this project:

- The CONSULTANT shall be entitled to rely upon the accuracy of the data and information supplied by the CITY without independent review or evaluation.
- The CITY shall attend all workshops and review meetings to maintain the progress of the project according to the schedule.
- The CITY will provide the CONSULTANT with site access to the Sea Meadow South community for data gathering, data validation and the design process.
- The CITY will provide the CONSULTANT with site access to the existing LS for data gathering, data validation and the design process.
- The CITY will assist with data collection and site testing as necessary.
- The CITY will provide all required information within the period established in the schedule contained in this Scope of Services. The schedule is based on timely receipt of data and the bid process from the CITY. The CITY shall review Draft deliverables and provide comments to the CONSULTANT on a prompt basis (less than 2 weeks).
- The services to be performed by the CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to this Scope of Work shall be entitled to rely on the CONSULTANT's performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Scope of Work or the performance of the CONSULTANT's services hereunder.
- This project may include underground investigation of existing piping which has an unknown condition. By investigating the pipe, there is inherent risk involved which could result in failure of pipe which is at or near failure. Should a failure occur, the CITY will be required to complete repairs. The CONSULTANT will proceed with a standard practice of care during investigation, including methods to limit risk (soft digs, etc.). The CONSULTANT and its subconsultants will not be liable or responsible for any failures which result from the investigation of the pipeline.

Project Schedule

A project schedule is included in Appendix B. It has been assumed that the CITY will complete all reviews within two weeks of receiving the submittals. It is expected that Tasks 1-6 in this scope of services will be completed within 52 weeks of receiving a notice to proceed, including a forecasted construction schedule.

Project Fee

Compensation for the services described above shall be delivered for the amount of $953,516.55. The basis for this is a lump sum amount as provided in the attached **Exhibit A**. A 10% markup fee has been added to all subconsultants' fees.

Sincerely,

CAROLLO ENGINEERS, INC.



Daniel Garcia, PE, ENV SP
Project Manager

CAROLLO ENGINEERS, INC.



Elizabeth Fujikawa, PE, LEED AP
Vice President
EF:dg

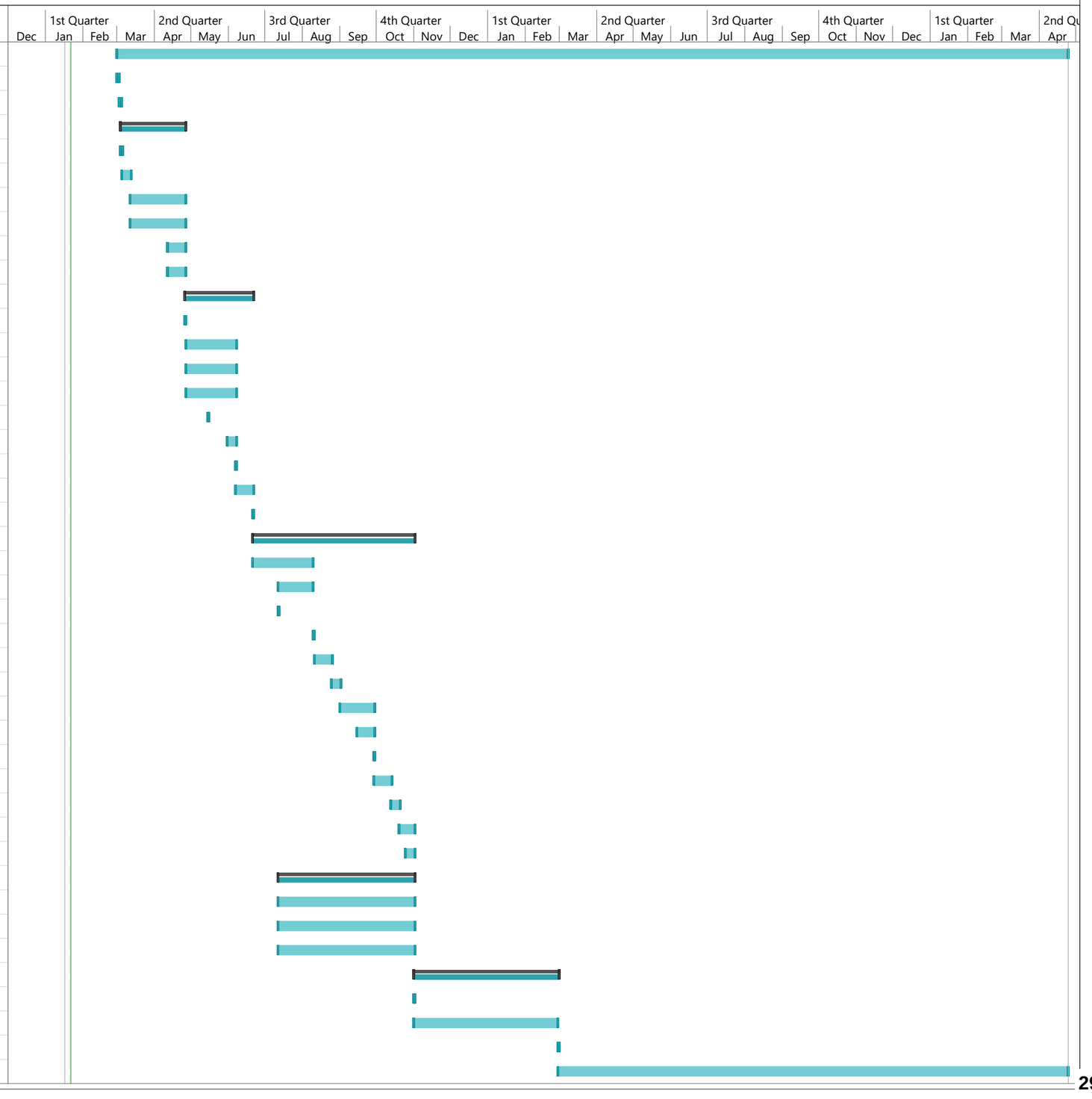
EXHIBIT B

City of Boynton Beach
Sea Meadow South Improvements Project
Budget

		Labor Hours and Costs										Other Direct Costs					
		Principal	Chief Professional	Chief Professional	Professional	Staff Professional	Senior Designer	CADD/Technician	Clerical Administrative	Hours	Labor Subtotal	Expenses	Subconsultants				
													Craig A. Smith Surveyors	Sheaffer Industries	Terracon	Owner's Allowance	
	Staff name	Elizabeth Fujikawa	Daniel Garcia	Daniel Garcia / Scott Richards	Brandon Hensyl	TBD	German Gonzalez	TBD	TBD				Survey/SUE	Plumbing	Geotechnical		
	Billable rates	$300.00	$290.00	$290.00	$165.00	$140.00	$200.00	$140.00	$120.00								
Task No.	Task Description																Subtotal
1	**Project Management**	**38**	**57**	**57**	**19**	**0**	**0**	**0**	**38**	**209**	**$ 52,033.36**	**$ 5,661.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 57,694.36**
	1.1: Project Management and Communications	30	38	38	19	0	0	0	38	163	$ 38,664.58						$ 38,664.58
	1.2: Quality Assurance/Control	8	19	19	0	0	0	0	0	46	$ 13,368.78						$ 13,368.78
2	**Data Collection and Condition Assessment**	**0**	**12**	**58**	**61**	**0**	**0**	**0**	**0**	**131**	**$ 30,403.36**	**$ -**	**$ 148,720.00**	**$ 66,000.00**	**$ 27,390.00**	**$ -**	**$ 272,513.36**
	2.1: Data Collection and Review	0	2	20	15	0	0	0	0	37	$ 8,882.06						$ 8,882.06
	2.2: Field Investigation and Condition Assessment	0	2	8	15	0	0	0	0	25	$ 5,402.06				$ 27,390.00		$ 32,792.06
	2.3: Survey and Sub-surface Utility Engineering (SUE)	0	4	15	15	0	0	0	0	34	$ 8,059.62		$ 148,720.00				$ 156,779.62
	2.4: Existing Water and Sewer Connections	0	4	15	15	0	0	0	0	34	$ 8,059.62			$ 66,000.00			$ 74,059.62
3	**Preliminary Design**	**24**	**54**	**78**	**111**	**40**	**9**	**40**	**0**	**356**	**$ 76,805.76**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 76,805.76**
	Preliminary Engineering Design/Technichal Memorandum	8	16	30	40	40	0	0	0	134	$ 28,007.89						$ 28,007.89
	Drawing set	8	15	40	40	0	9	40	0	152	$ 32,436.66						$ 32,436.66
	Design Workshop	4	8	4	12	0	0	0	0	28	$ 6,599.39						$ 6,599.39
	HOA presentation	4	15	4	19	0	0	0	0	42	$ 9,761.83						$ 9,761.83
4	**Detailed Design**	**56**	**125**	**171**	**351**	**120**	**321**	**633**	**102**	**1878**	**$ 342,155.24**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 342,155.24**
	4.1: Draft 60% Set	**24**	**55**	**87**	**191**	**55**	**161**	**322**	**55**	**950**	**$ 171,451.22**						**$ 171,451.22**
	Plans	8	16	40	80	40	161	322	8	674	$ 115,538.42						$ 115,538.42
	Technical Specifications	4	8	24	40	8	0	0	40	124	$ 22,941.48						$ 22,941.48
	Schedule, Cost Estimate	4	8	16	40	8	0	0	8	83	$ 16,610.10						$ 16,610.10
	Workshop	4	8	4	12	0	0	0	0	28	$ 6,599.39						$ 6,599.39
	HOA presentation	4	15	4	19	0	0	0	0	42	$ 9,761.83						$ 9,761.83
	4.2: Permit 90% Set	**20**	**46**	**51**	**109**	**34**	**80**	**161**	**23**	**523**	**$ 98,054.36**						**$ 98,054.36**
	Plans	4	8	24	40	19	80	161	8	343	$ 58,968.88						$ 58,968.88
	Technical Specifications	4	8	12	19	8	0	0	8	58	$ 11,977.68						$ 11,977.68
	Schedule, Cost Estimate	4	8	8	19	8	0	0	8	53	$ 10,696.46						$ 10,696.46
	Workshop	4	8	4	12	0	0	0	0	28	$ 6,599.39						$ 6,599.39
	HOA presentation	4	15	4	19	0	0	0	0	42	$ 9,811.97						$ 9,811.97
	4.3: Final (100%) Set	**12**	**24**	**32**	**52**	**31**	**80**	**150**	**24**	**405**	**$ 72,649.66**						**$ 72,649.66**
	Plans	4	8	16	24	16	80	150	8	306	$ 52,306.70						$ 52,306.70
	Technical Specifications	4	8	8	16	8	0	0	8	52	$ 10,501.48						$ 10,501.48
	Schedule, Cost Estimate	4	8	8	12	8	0	0	8	48	$ 9,841.48						$ 9,841.48
5	**Permitting**	**0**	**0**	**50**	**100**	**0**	**18**	**30**	**23**	**221**	**$ 41,529.52**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 41,529.52**
	5.1: FDOH Permit	0	0	20	40	0	6	10	8	84	$ 15,909.84						$ 15,909.84
	5.2: FDEP Wastewater Construction Permit	0	0	20	40	0	6	10	8	84	$ 15,909.84						$ 15,909.84
	5.3: Palm Beach County	0	0	10	20	0	6	10	8	54	$ 9,709.84						$ 9,709.84
6	**Bidding Support**	**7**	**10**	**11**	**30**	**0**	**17**	**34**	**2**	**112**	**$ 21,718.31**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 21,718.31**
	6.1: Issued for Bid (IFB) Documents	1	2	2	8	0	8	15	0	35	$ 6,320.09						$ 6,320.09
	6.2: Pre-Bid and Bidding Coordination	4	4	8	15	0	0	0	0	31	$ 7,060.84						$ 7,060.84
	6.3: Conformed Documents	2	4	2	8	0	9	19	2	46	$ 8,337.39						$ 8,337.39
7	**Construction Administration Services**	**0**	**0**	**148**	**292**	**0**	**0**	**0**	**0**	**440**	**$ 91,100.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 91,100.00**
	7.1: Limited Construction Inspections	0	0	64	120	0	0	0	0	184	$ 38,360.00						$ 38,360.00
	7.2: Submittal Review	0	0	20	40	0	0	0	0	60	$ 12,400.00						$ 12,400.00
	7.3: Change Order Reviews	0	0	10	20	0	0	0	0	30	$ 6,200.00						$ 6,200.00
	7.4: Construction Meetings	0	0	24	52	0	0	0	0	76	$ 15,540.00						$ 15,540.00
	7.5: Requests for Information	0	0	20	40	0	0	0	0	60	$ 12,400.00						$ 12,400.00
	7.6: Record Drawings	0	0	10	20	0	0	0	0	30	$ 6,200.00						$ 6,200.00
8	**Owner's Allowance**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 50,000.00**	**$ 50,000.00**
	TOTALS	**124**	**258**	**573**	**964**	**160**	**365**	**737**	**164**	**3346**	**$ 655,745.55**	**$ 5,661.00**	**$ 148,720.00**	**$ 66,000.00**	**$ 27,390.00**	**$ 50,000.00**	**$ 953,516.55**

EXHIBIT C
Boynton Beach Sea Meadow Water and Sewer Improvements
Project Schedule

ID	Task Name	Start	Finish
1	**Total Project Timeline**	**3/1/2025**	**4/24/2027**
2	Notice to Proceed	3/1/2025	3/2/2025
3	Kickoff Meeting	3/3/2025	3/4/2025
4	**Task 2 - Data Collection and Assesment**	**3/4/2025**	**4/26/2025**
5	Sub-Consultant Project Kickoff	3/4/2025	3/5/2025
6	Previous Data Collection and Review	3/5/2025	3/12/2025
7	Survey and Sub-surface Utility Engineering	3/12/2025	4/26/2025
8	Existing Water and Sewer Connections	3/12/2025	4/26/2025
9	Task 2 Deliverable Submission	4/12/2025	4/26/2025
10	Task 2 City Review Period	4/12/2025	4/26/2025
11	**Task 3 - Preliminary Design**	**4/26/2025**	**6/21/2025**
12	Preliminary Design Workshop	4/26/2025	4/26/2025
13	Preliminary Design Development	4/27/2025	6/7/2025
14	Preliminary Details Development	4/27/2025	6/7/2025
15	Preliminary Specifications List Development	4/27/2025	6/7/2025
16	Sea Meadow Community Public Meeting #1	5/15/2025	5/15/2025
17	Preliminary Design Technical Memorandum	5/31/2025	6/7/2025
18	Task 3 Deliverables Submission	6/7/2025	6/7/2025
19	Task 3 City Review Period	6/7/2025	6/21/2025
20	City Review Meeting	6/21/2025	6/21/2025
21	**Task 4 - Detailed Design**	**6/21/2025**	**11/1/2025**
22	Draft 60% Design Documents	6/21/2025	8/9/2025
23	Engineers OPCC Class III Estimate	7/12/2025	8/9/2025
24	Sea Meadow Community Public Meeting #2	7/12/2025	7/12/2025
25	60% Design Document Submission	8/10/2025	8/10/2025
26	60% Design Document City Review Period	8/11/2025	8/25/2025
27	Written Response to 60% Review Comments	8/25/2025	9/1/2025
28	Draft 90% Design Documents	9/1/2025	9/29/2025
29	Engineers OPCC Class II Estimate	9/15/2025	9/29/2025
30	90% Design Document Submission	9/29/2025	9/29/2025
31	90% Design Document City Review Period	9/29/2025	10/13/2025
32	Written Response to 90% Review Comments	10/13/2025	10/20/2025
33	Final 100% Design Documents (Issued for Bid)	10/20/2025	11/1/2025
34	Engineers OPCC Class I Estimate	10/25/2025	11/1/2025
35	**Task 5 - Permitting Coordination**	**7/12/2025**	**11/1/2025**
36	FDOH Permit Application Submission and Review	7/12/2025	11/1/2025
37	FDEP Permit Application Submission and Review	7/12/2025	11/1/2025
38	Palm Beach County Utility Application Submission and Review	7/12/2025	11/1/2025
39	**Task 6 - Bidding Support**	**11/1/2025**	**2/28/2026**
40	100% Issued-For-Bid Document Submission	11/1/2025	11/1/2025
41	Pre-Bid, Bidding Coordination, and Addendas	11/1/2025	2/27/2026
42	Conformed Document Submission	2/28/2026	2/28/2026
43	**Task 7 - CM Support and Additional CM Services**	**2/28/2026**	**4/24/2027**



Form of Task Order

CITY OF BOYNTON BEACH
General Engineering Consulting Services Task Order
Task Order No. GESUT-1B-02-25

Consultant: **Carollo Engineers**

1. **Task/Project**. Task Order No. GESUT-1B-02-25 Sea Meadow South – Water & Wastewater Improvements Project

2. **Detailed Scope of Professional Services**.
A detailed scope of services under this Task Order, in accordance with the phases of service detailed in the Agreement, is attached as **Exhibit A**

3. **Deliverables and Schedule**.
For study/design related services: Consultant shall deliver to the City the deliverables specified at the time indicated on the attached **Exhibit B.**

For project administration services: Consultant shall provide project/construction administration services in accordance with the Agreement and project schedule.

4. **Compensation**.
The total estimated construction costs of the Project or the cost of the study or report for this Task Order may not exceed the amounts set forth in Section 287.055, Florida Statutes.

The total Fee to be paid to the Consultant under this Task Order shall not exceed $953,516.55, based on the hourly rates currently in effect under the Agreement.

A detailed fee schedule is attached as **Exhibit C.**
The payment schedule (based on deliverables) is attached as **Exhibit N/A**.

5. **Agreement Reference**.
This Task Order shall be performed under the terms and conditions described within the General Engineering Consulting Services Agreement, dated November 19, 2024, by and between the City of Boynton Beach and Carollo Engineers, Inc. ("Consultant"), Contract No. CW24-001.

6. **Insurance**.
Consultant shall maintain insurance coverages in accordance with the Agreement and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the City as of the date of this Task Order.

7. **Exhibits**.
All attached Exhibits are incorporated fully into this Task Order and the Agreement.

8. **Notice to Proceed** ***(Task Order Form and Purchase Order)***.

☒ If checked, Consultant's receipt of a fully-executed copy of this Task Order and Purchase Order (PO) shall serve as the Notice to Proceed under this Task Order, effective as of the date the fully-executed Task Order was emailed to the Consultant.

☐ If checked, Consultant shall commence Services under this Task Order as specified in a forthcoming Purchase Order (PO) and Notice to Proceed.

CONSULTANT:

By: _____

Print Name: Elizabeth Fujikawa, PE

Date: January 28, 2025

CITY OF BOYNTON BEACH

By: _____
Ty Penserga, Mayor

Date: _____, 2025

City Attorney's Office
Approved as to form and legality
By: _____

City of Boynton Beach
Risk Management Department

INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if a Certificate is provided upon selection of vendor.)* Thefollowing is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise orlower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Asbestos Abatement	Each Occurrence	$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	$ 5,000.00
Premises Operations		
Underground Explosion & Collapse Products		
Completed Operations Contractual		
Independent Contractors Fire		
Legal Liability		
Professional Liability	Aggregate	$ 1,000,000.00
Automobile Liability	Combined Single Limit	$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	$ 1,000,000.00
	Disease, Policy Limit	$ 1,000,000.00
	Disease Each Employe	$ 1,000,000.00
Property:		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified		to be determined

INSURANCE ADVISORY FORM

RESOLUTION NO. R24-291

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AWARDING REQUEST FOR QUALIFICATION NO. CW24-001 FOR GENERAL ENGINEERING CONSULTING SERVICES TO BAXTER & WOODMAN, INC., BEA ARCHITECTS, INC., CAROLLO ENGINEERS, INC., CAULFIELD & WHEELER, INC., CDM SMITH, INC., CHEN MOORE AND ASSOCIATES, INC., COLLIERS ENGINEERING & DESIGN, INC., CPZ ARCHITECTS, INC., CRAVEN THOMPSON & ASSOCIATES, INC., EXP U.S SERVICES, INC., GHD SERVICES, INC., HAZEN AND SAWYER P.C., JACOBS ENGINEERING GROUP, INC., JOHNSON, MIRMIRAN & THOMPSON, INC., KEITH AND ASSOCIATES, INC., KIMLEY-HORN AND ASSOCIATES, INC., MCKIM & CREED, INC., MILLER, LEGG & ASSOCIATES, INC., RADISE INTERNATIONAL, L.C., SOUTH FLORIDA ENGINEERING AND CONSULTING LLC, TIERRA SOUTH FLORIDA, INC., AND WEST ARCHITECTURE + DESIGN, LLC; APPROVING AGREEMENTS WITH EACH AWARDED VENDOR; APPROVE TASK ORDER NO. GES-1J-01-25 WITH KEITH AND ASSOCIATES, INC., FOR AN AMOUNT NOT TO EXCEED $159,000 FOR THE MANGROVE PARK BOARDWALK REMOVAL PROJECT; APPROVE TASK ORDER NO. GES-1E-01-25 WITH CPZ ARCHITECTS, INC., FOR AN AMOUNT NOT TO EXCEED $135,000 FOR THE LAWRENCE ROAD - BEAUTIFICATION PROJECT; AND FOR ALL OTHER PURPOSES.

WHEREAS, on July 16, 2024, the City Commission approved the list of the three (3) top-ranked proposers identified by the Evaluation Committee from the responses received from RFQ CW24-001 for General Engineering Consultant Services, who authorized staff to conduct negotiations with the firms as follows:

Scope A - Water Plant Modifications, Capacity & Operational Evaluations
Carollo Engineering, Inc.
Jacobs Engineering Group, Inc.
McKim & Creed
Scope B - Infrastructure Improvements & Evaluations
CDM Smith, Inc.
Carollo Engineering, Inc.
Baxter & Woodman, Inc.
Scope C - Ancillary Studies and Services

Carollo Engineering, Inc.
CDM Smith, Inc.
Scope D - Transportation
Johnson, Mirmiran & Thompson, Inc.
Kimley-Horn and Associates, Inc.
Baxter & Woodman, Inc.
Scope E - Architectural Design Services
CPZ Architects, Inc.
West Architecture + Design, LLC
BEA Architects, Inc.
Scope F - Hydrogeological Services
Jacobs Engineering Group, Inc.
Hazen and Sawyer
South Florida Engineering and Consulting
Scope G - Green Infrastructure, Sustainability, and Resiliency Services
EXP US
GHD Services, Inc.
Chen Moore and Associates
Scope H - Geotechnical Services
Colliers Engineering & Design, Inc.
Radise International, L.C.
Tierra South Florida, Inc.
Scope J - Civil Land Development
Keith and Associates, Inc.
Craven Thompson & Associates, Inc.
Caulfield Wheeler, Inc.
Scope K - Recreation and Parks Services

Miller Legg
Keith and Associates
Kimley-Horn and Associates, Inc.

WHEREAS, the RFQ was advertised, and submissions were opened on December 19, 2023. The City received a total of eighty-one (81) proposals, and the top-ranked proposers for each scope (either 2 or 3, depending on the specific scope) were presented to the City Commission on July 16, 2024, for approval and authorization to proceed with negotiations aimed at establishing contract agreements for ongoing services, in compliance with section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act; and

WHEREAS, emphasis was placed on the Schedule of Professional Fees to establish hourly rates for the initial contract period. After comparing the submissions from each firm, it became evident that negotiation sessions were necessary. Firms with significantly higher rates were contacted for further discussion. In accordance with section 287.055, Florida Statutes, staff now believes these rates are fair, competitive, and reasonable. Consequently, the attached Schedule of Professional Fees will be fixed and firm for the initial two-year term. The City reserves the right to automatically renew the Agreement for two (2) two-year renewals based on the same terms and conditions; and

WHEREAS, Task Orders will be generated when specific projects are realized, utilizing the Schedule of Professional Fees as the basis for the overall cost of each task. Task Orders will be submitted to the Commission for approval in accordance with the City's Purchasing Policies and Procedures; and

WHEREAS, in order to expedite our standard process, Staff requests that the City Commission approve an expenditure of a budgeted not-to-exceed amount of $159,000 to Keith & Associates, Inc., through Task Order No. GES-1J-01-25 utilizing Scope J—Civil Land Development Services for the Mangrove Park—Boardwalk Removal Project, as well as an expenditure of a budgeted not-to-exceed amount of $135,000 to CPZ Architects, Inc., through Task Order No. GES-1E-01-25 utilizing Scope E - Architecture Services (Landscape Architecture) for the Lawrence Road - Beautification Project; and

WHEREAS, staff will negotiate these proposals based on the provided scope of work, and it is possible that the final costs may come in under the budgeted amount outlined above; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to award Request for Qualification No. CW24-001 for General Engineering Consulting Services to Baxter & Woodman, Inc., BEA Architects, Inc., Carollo Engineers, Inc., Caulfield & Wheeler, Inc., CDM Smith, Inc., Chen Moore and Associates, Inc., Colliers Engineering & Design, Inc., CPZ Architects, Inc., Craven Thompson & Associates, Inc., EXP U.S Services, Inc., GHD Services, Inc., Hazen and Sawyer P.C., Jacobs Engineering Group, Inc., Johnson, Mirmiran & Thompson, Inc., Keith and Associates, Inc., Kimley-Horn and Associates, Inc., McKim & Creed, Inc., Miller, Legg & Associates, Inc., RADISE International, L.C., South Florida Engineering and Consulting LLC, Tierra South Florida, Inc., and West Architecture + Design, LLC, approve Agreements with each awarded Vendor, approve Task Order No. GES-1J-01-25 with Keith and Associates, Inc., for an amount not to exceed $159,000 for the Mangrove Park Boardwalk Removal Project, and approve Task Order No. GES-1E-01-25 with CPZ Architects, Inc., for an amount not to exceed $135,000 for the Lawrence Road - Beautification Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, hereby awards Request for Qualification No. CW24-001 for General Engineering Consulting Services to Baxter & Woodman, Inc., BEA Architects, Inc., Carollo Engineers, Inc., Caulfield & Wheeler, Inc., CDM Smith, Inc., Chen Moore and Associates, Inc., Colliers Engineering & Design, Inc., CPZ Architects, Inc., Craven Thompson & Associates, Inc., EXP U.S Services, Inc., GHD Services, Inc., Hazen and Sawyer P.C., Jacobs Engineering Group, Inc., Johnson, Mirmiran & Thompson, Inc., Keith and Associates, Inc., Kimley-Horn and Associates, Inc., McKim & Creed, Inc., Miller, Legg & Associates, Inc., RADISE International, L.C., South Florida Engineering and Consulting LLC, Tierra South Florida, Inc., and West Architecture + Design, LLC.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby approve General Engineering Consulting Services Agreements between the City and the awarded Vendors (the "Agreements"), in form and substance similar to that attached as **"Exhibit A."**

SECTION 4. The City Commission of the City of Boynton Beach, Florida, does hereby approve Task Order No. GES-1J-01-25 between the City and Keith and Associates, Inc. for the Mangrove Park Boardwalk Removal Project for an amount not to exceed $159,000 (the "Task Order"), in form and substance to be approved by the City Attorney's office.

SECTION 5. The City Commission of the City of Boynton Beach, Florida, does hereby approve Task Order No. GES-1E-01-25 between the City and CPZ Architects, Inc., for the Lawrence Road - Beautification Project for an amount not to exceed $135,000 (the "Task Order"), in form and substance to be approved by the City Attorney's office.

SECTION 6. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreements and the Task Orders. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement and this Resolution.

SECTION 7. The City Clerk shall retain the fully executed Agreements and Task Orders as a public record of the City. A copy of the fully executed Agreements and Task Orders shall be provided to Taralyn Pratt to forward to the Vendors.

SECTION 8. This Resolution shall take effect in accordance with law.

[signatures on the following page]

PASSED AND ADOPTED this 19th day of November 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	
Vice Mayor – Aimee Kelley	✓	
Commissioner – Angela Cruz	✓	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Thomas Turkin	✓	

VOTE 5-0

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Ty Penserga
Mayor

11/21/2024

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

GENERAL ENGINEERING CONSULTING SERVICES AGREEMENT

This Agreement ("Agreement"), is entered into between the **City of Boynton Beach**, a municipal corporation organized and existing under the laws of Florida, with a business address of **100 East Ocean** Ave., Boynton Beach, FL 33435, hereinafter referred to as "CITY", and **CAROLLO ENGINEERS, INC**. a [type of entity: corporation] authorized to do business in the State of Florida, with a business address of **2056 Vista Parkway, Suite 150, West Palm Beach, FL 33411**, hereinafter referred to as "VENDOR". In consideration of the mutual benefits, terms, and conditions hereinafter specified, the Parties agree as set forth below.

WHEREAS, the CITY solicited proposals for a non-exclusive agreement to perform General Engineering Consulting Services, and

WHEREAS, the CITY issued a **Request for Qualification for General Engineering Consulting Services**; and

WHEREAS, RFQ No. CW24-001 defined Scope of Services for General Engineering Consulting Services; and

WHEREAS, the CITY determined that VENDOR was qualified for appointment to perform the scope of services set forth in RFQ No. CW24-001; and

WHEREAS, the CITY Commission on **July 16, 2024**, determined that VENDOR was qualified for appointment to perform the scope of services set forth in the Request For Qualifications RFQ No. CW24-001; and

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the parties agree as follows:

1. SERVICES AND RESPONSIBILITIES.

1.1 VENDOR hereby agrees to perform the General Engineering Consulting Services, by way of individual Task Orders, at the request of the CITY during the term of this Agreement as more particularly described in the **Request for Qualifications RFQ No. CW24-001 for General Engineering Consulting Services**, which is incorporated herein by reference.

The specific projects that may be assigned to the VENDOR are in conjunction with the specific ☒ box next to the Scope Category:

☒Scope Category A Water Plant Modifications, Capacity and Operations Evaluation
☒Scope Category B Infrastructure Improvements and Evaluations
☒Scope Category C Ancillary Studies and Services
☐Scope Category D Transportation Services
☐Scope Category E Architectural Services
☐Scope Category F Hydrogeological Services
☐Scope Category G Green Infrastructure, Sustainability, and Resiliency Services
☐Scope Category H Geotechnical Services
☐Scope Category J Civil Land Development Services
☐Scope Category K Recreation and Parks Services

1.2 The VENDOR agrees to perform work assigned by Task Order(s) (the "Services") under such terms as set forth in the Task Order(s). The Task Order Form is attached hereto as **Exhibit A**. The terms of the Task Order(s) shall be supplemental to the terms of this Agreement.

1.3 VENDOR shall furnish all services, labor, equipment, supplies, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all Services performed under this Agreement shall be done in a professional manner.

1.4 VENDOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional and ethical guidelines established by their profession. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises VENDOR thereof in writing, VENDOR agrees to re-perform such deficient services without charge to the CITY.

1.5 The relationship between CITY and VENDOR created hereunder and the services to be provided by VENDOR pursuant to this Agreement are non-exclusive. CITY shall be free to pursue and engage similar relationships with other VENDORS to perform the same or similar services performed by VENDOR hereunder, so long as no other consultant shall be engaged to perform the specific project(s) assigned to VENDOR while VENDOR is so engaged without first terminating such assignment. VENDOR shall be free to pursue relationships with other parties to perform the same or similar services, whether or not such relationships are for services to be performed within the CITY, so long as no such relationship shall result in a conflict of interest, ethical or otherwise, with the CITY's interests in the services provided by VENDOR hereunder.

1.6 The VENDOR is responsible for defects in its work and in the work of its Sub consultants'.

1.7 **PRELIMINARY SERVICES PHASE:** The VENDOR shall prepare preliminary studies and reports, feasibility studies, financial and fiscal studies, and evaluation of existing facilities, preparation of schematic layouts and sketches where required; develop construction budgets, opinions of Probable Construction Cost, and shall consult and confer with the CITY as may be necessary for the CITY to reach decisions concerning the subject matter. The VENDOR shall attend meetings with the CITY Commission and CITY staff as may be required, and provide the CITY with a time schedule which shall include but not be limited to submittal of all milestones related to the project up to delivery of 100% construction documents.

1.7.1 During the preliminary services phase, the VENDOR shall advise the CITY, based on VENDOR'S professional opinion and the current project conditions and reasonably foreseeable conditions of the completeness of existing data and its suitability for the intended purposes of the project; VENDOR to obtain data from other sources; identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project; provide analyses of the CITY'S needs for surveys; perform site evaluations and comparative studies of prospective site and solutions; and prepare and furnish a report to the City setting forth the VENDOR'S findings and recommendations.

1.7.2 Preliminary design services to be performed by the VENDOR shall include consultation and advice concerning the extent and scope of proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable Construction Costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate. Up to six (6) copies of the preliminary design documents shall be furnished to the CITY, the exact number needed shall be determined by the CITY.

1.7.3 VENDOR shall provide environmental assessment and impact statements as required to determine the suitability of the site and its surrounds for the proposed project; and/or

1.7.4 Upon authorization of the CITY, the VENDOR will provide advice and assistance relating to operation and maintenance of project or other systems; evaluate and report on operations; assist the CITY in matters relating to regulatory agency operations review or operating permit non-compliance; assist with startup and operator training for newly installed or modified equipment and processes, and in the preparation of operating, maintenance and staffing manuals for the project.

1.8 **BASIC SERVICES:** The VENDOR shall consult and advise the CITY in the following manner: specifying the extent and scope of the work to be performed; prepare detailed construction drawings and specifications; revise and update, where necessary, previously designed construction plans and specifications, whether in whole or in part, to be incorporated into the proposed work and prepare construction documents and final estimate of probable Construction Cost. The final design services shall be provided in an electronic format, and shall also include furnishing up to six (6) copies of plans and specifications to the CITY; the exact number needed shall be determined by the CITY.

1.9 **FINAL DESIGN SERVICES** shall also include preparation of permit applications as may be required by such agencies as have legal review authority over the project. These applications shall include but not be limited to site plan approvals or other permits and work efforts and shall also consist of meetings at staff level and meetings with the appropriate governing body and the CITY. Unless specifically provided for under the final design phase, permit application services do not include applications requiring environmental impact statements or environmental assessments, consumptive use permits, and landfill permits.

1.9.1 The VENDOR based upon the approved design documents and any adjustments authorized by the CITY in each project, project schedule, or construction budget shall prepare for approval by the CITY, design development documents consisting of drawings and other documents to fix and describe the size and character of each project's civil engineering, environmental, landscape, architectural, structural, mechanical, and electrical systems, and any other requirements or systems, materials and such other elements as may be appropriate for a complete project. The VENDOR shall also advise the CITY of any adjustments to the preliminary estimate of probable Construction Costs.

1.9.2 The VENDOR based on CITY approved design development documents and any further adjustments in the scope or quality of the project or in the construction budget shall prepare Construction Documents within the number of calendar days specified within any notice issued by the CITY. The Construction Documents shall consist of drawings and specifications setting forth in detail the requirements for the construction of the project.

1.9.3 The VENDOR shall assist the CITY in the preparation of the necessary proposal information and forms.

1.9.4 The VENDOR shall advise the CITY of any adjustments to previous estimates of probable Construction Costs indicated by changes in codes, administrative and jurisdictional requirements of general market conditions.

1.9.5 The VENDOR shall submit to the CITY for each project, electronic format and up to six (6) copies of the Construction Documents, and a further revised estimate of total probable Construction Cost.

1.9.6 VENDOR shall include in the Construction Documents a requirement that the construction contractor shall provide a final as-built survey of the project in Autocad electronic format by a registered Land Surveyor, and provide marked-up construction drawings to the VENDOR so that the VENDOR can prepare and deliver to the CITY the record drawings in the form required by the CITY and as required.

1.9.7 Prior to final approval of the Construction Documents by the CITY, the VENDOR shall conduct a thorough review and quality control evaluation of the entire work product for compliance with the requirements of any local, state, or federal agency from which a permit or other approval is required. The VENDOR shall make sure that all necessary approvals have taken place.

1.9.8 Prior to each phased submittal, the VENDOR shall conduct a thorough quality control review and assessment of the work product to determine whether the work is properly coordinated and confirm that the CITY and agency comments have been addressed and incorporated into the Contract Documents. The VENDOR shall provide to the

CITY a Quality Assurance and Quality Control plan in a format that advises the CITY that all work has been performed as required. A report shall be submitted in accordance with those standards to apprise the CITY that due care has been taken in the preparation of the Contract Documents.

1.9.9 The VENDOR shall signify responsibility for the Contract Documents including technical specifications and drawings prepared pursuant to this Agreement by affixing a signature, date and seal as required by Florida Statutes Chapters 471 and 481, if applicable. The VENDOR shall comply with all of its governing laws, rules, regulations, codes, directives, and other applicable federal, state, and local requirements in preparation of the work.

1.10 The VENDOR shall provide the construction documents, technical specifications, and drawings completed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

1.11 The VENDOR, following the CITY's approval of the Construction Documents and the latest estimate of probable Construction Cost, shall, when so directed and authorized by the CITY, assist the CITY in obtaining proposals or negotiated proposals and assist in preparing contracts for construction.

1.11.1 The VENDOR shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the CITY'S Procurement Administrative Policy Manual.

1.11.2 Any Opinion of the Construction Cost prepared by VENDOR represents its judgment as a design professional and is supplied for the general guidance of the CITY. Since VENDOR has no control over market conditions, VENDOR does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CITY. If the project is not advertised for proposals within three (3) months after delivery of Final Design Plans, through no fault of the VENDOR or if either local market conditions or industry-wide prices have changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit may be adjusted as determined by the CITY'S Representative and as approved by the CITY, if necessary. Additionally, if the CITY expands a project scope of work after the VENDOR renders the Final estimated probable Construction Cost of the Final Design Plans, the VENDOR shall not be responsible for any redesign without compensation, which shall be mutually agreed to by the parties hereto.

1.11.3 The VENDOR shall provide the CITY with a list of recommended prospective bidders.

1.11.4 The VENDOR shall attend all pre-proposal/per-bid conferences.

1.11.5 The VENDOR shall recommend any addenda, through the CITY'S representative as appropriate, to clarify, correct, or change proposal documents.

1.11.6 If Pre-Qualification of bidders is required as set forth in the Request for Proposals, Request for Qualifications or Invitation to Bid (two-step bid process), VENDOR shall assist the CITY, if requested in developing qualifications criteria, review qualifications and recommend acceptance or rejection of the bidders.

1.11.7 If requested, VENDOR shall evaluate proposals and bidders, and make recommendations regarding any award by the CITY.

1.12 The CITY shall make decision on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the work after receiving a recommendation from the VENDOR. The VENDOR shall check schedules, shop drawings and other submissions for the limited purpose of checking conformance with the concept of the project, and for compliance with the information given by the Construction Documents. The VENDOR shall also review change orders prepared and submitted by

Contractor and review and make recommendations to the City for progress payments to the Contractor based on each project schedule of values and the percentage of work completed. The VENDOR will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the construction of the assigned task order projects.

1.12.1 The CITY shall maintain a record of all change orders, which shall be categorized to the various types, causes, etc. that may be determined useful and necessary for its purpose.

1.12.2 If the VENDOR is not the Construction Manager for the construction, the CITY shall notify the VENDOR within three (3) business days of the discovery of any architectural/engineering error or omission so that the VENDOR can be part of the negotiations resolving the claim between the CITY and the Contractor.

1.13 The VENDOR shall carefully review and examine the Contractor's schedule of values, together with any supporting documentation. The purpose of such review and examination will be to protect the CITY from an unbalanced schedule of values which allocates greater value to certain elements of each project than is indicated by industry standards, supporting documentation, or data. If the schedule of values is not found to be appropriate, it shall be returned to the Contractor for revision for supporting documentation. After making such examination, when the schedule of values is found to be appropriate, the VENDOR shall sign the schedule of values indicated in the belief that the schedule of values constitutes a reasonable, balanced basis for payment of the Application for Payment to the Contractor.

1.14 The VENDOR shall perform on-site construction observation of each project based on the Construction Documents in accordance with paragraph 1.19 "Resident Project Services" of this Agreement. The VENDOR observation shall determine the progress of the work completed, and whether the work is proceeding in a manner indicating that the work when fully competed will be in accordance with the Construction Documents. On the basis of site visits, the VENDOR will provide the CITY with a written report of each site visit in order to reasonably inform the CITY of the progress of the portion of the work completed. The VENDOR shall endeavor to identify for the CITY any defects and deficiencies in the work of contractors, and make written recommendation to the CITY where the work fails to conform to the Construction Documents. The VENDOR shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures. or for safety precautions and programs in connection with the work, nor shall the VENDOR be responsible for the Contractor's failure to perform the work in accordance with the requirements of the Contract Documents. The VENDOR shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Based on such observation and the Contractor's Application for Payment, the VENDOR shall determine the amount due to the Contractor and shall issue Certificates for Payment in such amount. These Certificates will constitute a representation to the CITY based on such observations and the data comprising the Application for Payment that the work has progressed to the point indicated. By issuing a Certificate of Payment, the VENDOR will also represent to the CITY that to the best of its information and belief, based on what its observation has revealed, the work is in accordance with the Construction Documents. The VENDOR shall conduct observations to determine the dates of substantial and final completion and issue a recommendation for final payment.

1.15 The VENDOR shall revise the Construction drawings and submit record or corrected drawings to the CITY to show those changes made during the construction process based on the marked up prints, drawings, and other data furnished by the Contractor. The record drawings shall be provided in electronic format inclusive of conformed PDF files and AutoCad files in a form compatible with the CITY'S version of AutoCad formats for archival purposes.

1.16 The VENDOR shall attend regularly scheduled progress meetings on site bi-monthly or as otherwise determined based on a specific need established prior to construction by the CITY.

1.17 The VENDOR shall review change orders prepared and submitted by the Contractor for the CITY'S approval. VENDOR shall not authorize any changes in the work or time, no matter how minor, without prior written approval by the CITY.

1.18 Each project's construction or demolition shall be considered complete upon compilation of a punchlist by VENDOR, which shall be timely completed by Contractor to the satisfaction of the CITY, written notification to Contractor by VENDOR that all releases of liens are satisfied, and written recommendation by VENDOR for final payment to the Contractor which shall be at the sole discretion of the CITY.

1.19 **RESIDENT PROJECT SERVICES:** During the Construction progress of any work, the VENDOR will, if authorized by the CITY, provide resident project observation services to be performed by one or more authorized employees ("Resident Project Representative") of the VENDOR. Resident Project Representatives shall provide extensive observation services at the project site during construction. The Resident Project Representative will endeavor to identify for the CITY any defects and deficiencies in the work of the Contractor(s). Resident project observation services shall include but are not limited to the following:

a. Conducting all pre-construction conferences;
b. Conducting all necessary construction progress meetings;
c. Observation of the work in progress to the extent authorized by the CITY;
d. Receipt, review coordination, and disbursement of shop drawings and other submittals;
e. Maintenance and preparation of progress reports;
f. Field observation and verification of quantities of equipment and materials installed;
g. Verification of contractors' and subcontractors' payrolls and records for compliance with applicable contract requirements;
h. Maintenance at each project site on a current basis of all drawings, specifications, contracts, samples, permits, and other project-related documents, and at the completion of each project, deliver all such records to the CITY;
i. Preparation, update, and distribution of a project budget with each project schedule;
j. Notification to the CITY immediately if it appears that either each project schedule or each project budget will not be met;
k. Scheduling and conducting monthly progress meetings at which CITY, Engineer, general contractor, trade contractor, utilities representatives, and suppliers can jointly discuss such matters as procedures, progress, problems, and scheduling.
l. Recommending courses of action, and enforcing action selected by the CITY, if so directed by the CITY, if the general and/or trade contractors are not meeting the requirements of the plans, specifications, and Construction Contract;
m. Development and implementation of a system for the preparation, review, and processing of change orders;
n. Maintenance of a daily log of each project;
o. Recording the progress of each project, and submission of written monthly progress reports to the CITY, including information on the Contractors' work and the percentage of completion;
p. Determination of substantial and final completion of work and preparation of a list of incomplete and unsatisfactory items, and a schedule of their completion; and
q. Securing and transmitting to the CITY, required guarantees; affidavits; releases; key manuals; record drawings; and maintenance stocks;

The Resident Project Representative shall also investigate and report on complaints and unusual occurrences that may affect the responsibility of the VENDOR or the CITY in connection with the work. The Resident Project Representative shall be a person acceptable to the CITY, and the CITY shall have the right to employ personnel to observe the work in progress, provided, however, that such personnel as employed by the CITY, and such personnel will be responsible directly to the CITY in the performance of work that would otherwise be assumed and performed by the VENDOR. The Resident Project Representative shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, nor shall the Resident Project Representative be responsible for the Contractor's failure to perform the work in accordance with the requirements of the Contract Documents. The Resident Project Representative shall not have control over or charge of,

and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the work.

Although VENDOR shall not be responsible for health or safety programs or precautions related to CITY"s activities or those of CITY's other contractors and consultants or their respective subcontractors and vendors ("Contractors"), VENDOR shall nonetheless report to the Resident Project Representative health and safety conditions or deficiencies observed by VENDOR'S employees or representatives. VENDOR shall not be responsible for CITY's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of VENDOR. VENDOR shall not be responsible for inspecting, observing, or correcting health or safety conditions or deficiencies of CITY, Contractors, or others at the project site ("Project Site") other than for VENDOR's employees, sub-consultants, and vendors.

1.20 ADDITIONAL SERVICES

1.20.1 When additional services are necessary, they shall be specified in the written Task Order. Examples of additional non-exclusive services are:

a. Preparation of applications and supporting documents for private or governmental grants, loans, or advances in connection with any particular project.

b. Services to make measured drawings of or to investigate existing conditions or facilities or to verify the accuracy of drawings or other information furnished by or to the CITY.

c. Services resulting from significant changes in the general scope, extent, or character of any particular project or its design, including but not limited to changes in size, complexity, the CITY's schedule, character of construction or method of financing, and revising previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes to laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the VENDOR'S control.

d. Providing renderings or models for the CITY's use.

e. Preparing documents for alternate Proposals requested by the CITY for work that is not executed for documents for out-of-sequence work.

f. Investigations and studies involving but not limited to, detailed considerations of operations, maintenance, and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies; cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for a project; evaluating processes available for licensing and assisting the CITY in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits or inventories required in connection with construction performed by the CITY.

g. Assistance in connection with Proposal/proposal protests, re-bidding or re-negotiating contracts for construction, materials, equipment, or services, unless the need for such assistance is reasonably determined by the CITY to be caused by the VENDOR (e.g. defective plans and/or specifications which inhibit contractors from submitting proposals) in which event there shall be no additional cost for the provision of such services.

h. Preparing to serve or serving as a VENDOR or witness for the CITY in any litigation, arbitration, or other legal or administrative proceeding.

i. Additional services in connection with a project not otherwise provided for in this Agreement.

j. Services in connection with a field order or change order requested by the CITY.

k. Providing artwork, models, or renderings as requested by the CITY.

1.21 When required by the Construction Contract documents in circumstances beyond the VENDOR'S control, and upon the CITY'S authorization, it will furnish the following additional services.

a. Services in connection with work changes necessitated by unforeseen conditions encountered during construction.

b. Services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of claims submitted by Contractor, except to the extent such claims are caused by the errors or omissions of the VENDOR.

c. Additional or extended services during construction made necessary by 1) work damaged by fire or other cause during construction, 2) a significant amount of defective or negligent work of any contractor, 3) acceleration of the progress schedule involving services beyond normal working hours, or 4) default by any contractor; provided however, if a fire occurs as a direct result of errors or omissions in the design by the VENDOR or if the VENDOR fails to notify the Contractor of the deficient quality of their workmanship pursuant to VENDOR'S duties as described in the Contract Documents, the VENDOR's additional services shall be deemed part of Basic Services and compensated as such.

d. Services in connection with any partial utilization of any part of a project by the CITY prior to Substantial Completion.

e. Services to evaluate the propriety of substitutions or design alternates proposed by the Contractor and involving methods of construction, materials, or major project components either during bidding and/or Negotiation services or Construction Contract award. The cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

f. Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor, unless such substitutions are due to a design error by the VENDOR in which case such services shall be deemed Basic Services. Except when caused by a design error by the VENDOR, the cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

1.22 **CITY'S RESPONSIBILITIES**

1.22.1 The CITY shall do the following in a timely manner so as not to delay the services of the VENDOR:

1.22.2 Designate in writing a person or persons to act as the CITY's representative with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions and receive information with respect to the VENDOR'S services for a particular project. The CITY may have multiple CITY Representative(s) or project managers during the performance of this Agreement based on the specific Task Orders from each of the Scope Categories.

1.22.3 Provide all criteria and full information as to the CITY's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

1.22.4 Assist the VENDOR by providing, at the VENDOR's request, all available information pertinent to the Project, including previous reports and any other data relative to the design or construction of the project.

1.22.5 Furnish to the VENDOR, if required for the performance of VENDOR's services (except where otherwise furnished by the VENDOR as Additional Services), the following:

1.22.6 Data prepared by, or services of others, including without limitations borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, and inspection of samples, materials, and equipment;

1.22.6.1 Appropriate professional interpretations of all of the foregoing;

1.22.6.2 Environmental assessment and impact statements;

1.22.6.3 Property, boundary, easement, right-of-way, topographic and utility surveys;

1.22.6.4 Property descriptions;

1.22.6.5 Zoning, deed, and other land use restrictions;

1.22.6.6 Approval and permits required in the CITY's jurisdiction and those from outside agencies unless such approvals and permits are the responsibility of the VENDOR; and

1.22.6.7 Arrange for access to make all provisions for the VENDOR to enter upon the CITY's property as required for the VENDOR to perform services under this Agreement.

1.22.6.8 Consistent with the professional standard of care and unless otherwise specifically provided herein, VENDOR shall be entitled to rely upon the accuracy of data and information provided by the CITY or others without independent review or evaluation.

1.23 **SEQUENCE OF EVENTS**

1.23.1 Following receipt of any Task Order, the VENDOR shall submit to the CITY, at least five (5) business days prior to actual commencement of services, a schedule of services and expenses for approval by the CITY before any services commence. The CITY reserves the right to make changes to the sequence as necessary to facilitate the services or to minimize any conflict with operations.

1.23.2 Task Orders will be issued to the VENDOR in the order in which the CITY wishes, and shall be performed and completed in the order they are issued, unless otherwise specifically permitted by the CITY. Minor adjustments to the timetable for completion approved by the CITY in advance, in writing, shall not constitute non-performance by VENDOR pursuant to this Agreement.

1.23.3 In accordance with the CITY's Purchasing Policy Manual, proposals received by the VENDOR as a result of a Task Order that exceeds the Procurement threshold amount, will require approval from CITY Commission before the execution of services.

1.23.4 When the CITY issues Task Orders to the VENDOR, each authorization shall contain a stated completion schedule. If caused by the negligent errors or omissions of VENDOR, failure of the VENDOR to meet the stated schedule shall constitute a default for which payment for services may be withheld until default is cured. Time extensions will be reviewed upon request for extenuating circumstances.

1.23.5 It is anticipated and intended that the VENDOR will be authorized to begin new Task Order(s) on a "rolling" basis, as some already assigned Task Orders near timely completion. If a subsequent Task Order is issued to the VENDOR before it has completed the current Task Order, the completion date for each Task Order will remain independent of each other so that the VENDOR will prioritize the uncompleted Task Order from the first Task Order and finish as soon as practical. Failure to

complete the "older" Task Orders in a timely manner may adversely impact continued early authorization to start subsequent work.

1.23.6 When the VENDOR has exceeded the stated completion date, including any extension for extenuating circumstances, which may have been granted, a written notice of Default will be issued within seven (7) calendar days of the date that the default became active with a requirement of seven (7) calendar days to cure said default, to the VENDOR and payment for services rendered shall be withheld until such time that the CITY has determined that default has been cured.

1.23.7 Should the VENDOR exceed the assigned completion time, the CITY reserves the right not to issue to the VENDOR any further Task Order(s) until such time as it is no longer in default and the VENDOR has demonstrated to the CITY's satisfaction, the reasons for tardy completion have been addressed and are not likely to be repeated in subsequent Task Orders. This restricted issuance provision may result in the VENDOR not being issued all of the planned work the CITY anticipated in this Agreement. The VENDOR shall have no right to the balance of any work or to any compensation associated with these non-issued Task Orders due to the VENDOR being rendered in default.

1.23.8 Should the VENDOR remain in default for a period of fifteen (15) consecutive calendar days beyond the time frame provided in Paragraph 1.23.6, the CITY may at its sole option retain another VENDOR to perform any Services arising out of this Agreement and/or terminate this Agreement.

1.24 DEFINITION OF DEFAULT

1.24.1 An event of default shall mean a material breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a material breach, an event of default shall include the following:

a. VENDOR has not performed services on a timely basis due to VENDOR's negligent errors or omissions;
b. VENDOR has refused or failed to supply enough properly skilled personnel;
c. VENDOR has failed to make prompt payments to VENDOR's sub-consultants or suppliers for any services after receiving payment from the CITY for such services or supplies;
d. VENDOR has failed to obtain the approval of the CITY where required by this Agreement;
e. VENDOR has refused or failed to provide the services as defined in this Agreement;
f. VENDOR has filed bankruptcy or any other such insolvency proceeding and the same is not discharged within ninety (90) calendar days of such date;
g. CITY has failed to make payments to VENDOR in accordance with the requirements of this Agreement;

1.24.2 In the event of Default, the VENDOR shall be liable for all damages resulting from the Default including:

a. The difference between the amount that has been paid to the VENDOR and the amount required to complete the VENDOR's Services, provided the fees by the firm replacing the VENDOR are reasonable and the hourly rates do not exceed the VENDOR'S rates. This amount shall also include procurement and administrative costs incurred by the CITY.

b. In the event of default by the City, VENDOR may suspend the Services pending receipt of such payment.

1.24.3. The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy given or otherwise existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of

the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

1.25 VENDOR shall not utilize the services of any sub-consultant without the prior written approval of CITY.

1.26 The CITY's Representative during the performance of this Agreement shall be ____.

1.27 The VENDOR's Representative during the performance of the Agreement shall be _____.

2. **TERM.** The initial Agreement period shall be for an initial term of two (2) years, commencing on **11/19/2024**, and shall remain in effect through **11/18/2026**. The City reserves the right to automatically renew the Agreement for two (2) two-year renewals subject to termination clause(s) as provided herein. The City requires firm fixed rates for the initial agreement term. Either party must give a sixty calendar day(s) written notice prior to the Agreement anniversary date of the intent to not renew for the renewal term. The initial term and any exercised renewal terms are collectively referred to as the "Term." Automatic renewal terms will be based on the same terms, conditions, pricing, specifications, and services herein. The VENDOR understands and acknowledges that all services to be performed will be governed by this Agreement and that there is no guarantee of any assignment, minimum amount of professional services, compensation, or future work being given to the VENDOR.

3. **Limited Term Extension**: The CITY may, at its sole discretion and without further City Commission action, extend the term of this Agreement for an additional one-hundred and eighty (180) calendar days (the "limited term extension") by filing a written notice signed by the Vendor and the City's Purchasing Department. At no time shall this limited term extension extend more than one-hundred eighty (180) calendar days beyond the expiration date of this Agreement without further City Commission approval. The VENDOR will be reimbursed for these services at the rate in effect when this limited term extension clause was invoked by the CITY.

4. **TIME OF PERFORMANCE / METHOD OF ORDERING SERVICES.**

4.1. Services under this Agreement shall commence upon the CITY's written notice to the VENDOR through an executed Task Order. The VENDOR shall perform all Services and provide all work products required pursuant to this Agreement and the specific Task Order by the sequence of events, or unless the CITY grants an extension of time in writing.

4.2. Limitations. No Task Order issued under this Agreement will be valid if the estimated construction cost of the specific project or the study activity fee exceeds the amounts set forth in Section 287.055, Florida Statutes.

4.3. VENDOR shall complete each Task Order executed during the Term without regard to whether such completion would cause Services to be performed after the expiration date of this Agreement. Any Task Order for which performance extends beyond the Term may be amended after that expiration date, provided that any additional Services, time, and compensation are permitted under this Agreement. The terms and conditions of this Agreement shall continue to govern Task Orders notwithstanding the expiration of this Agreement.

5. **PAYMENT**. The VENDOR shall be paid by the CITY for completed work and for Services rendered as follows:

a. Payment for the Services provided by VENDOR shall be made in accordance with the Fee Schedule as provided in **Exhibit B** attached hereto.

b. Payment as provided in this section by the CITY shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment, and incidentals necessary to complete the Services.

c. Compensation for vendor's sub-consultants will be negotiated based on each Task Order. Compensation will be through a direct mark-up in accordance with the Fee Schedule attached

hereto. Sub-consulting services shall be approved by the City's representative in writing prior to performance of the sub-consulting work. Consulting time for processing and management of the VENDOR's sub-consultant shall not be included in direct cost as the direct mark-up is applied for management efforts.

d. The VENDOR may submit invoices to the CITY once per month during the progress of the Srevices for partial payment. Such invoices will be checked by the CITY, and upon approval thereof, payment will be made to the VENDOR in the amount approved.

e. In certain cases where incremental billing for partially completed Services is permitted by the CITY's representative, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

f. Computation of Time Charges/Not-to-Exceed Method of Payment: When a service is to be compensated based on time charge/not-to-exceed method, the VENDOR shall submit a not-to-exceed proposal to the CITY's representative for prior approval based on estimated labor hours and hourly rates, which shall not exceed the established hourly rates set forth in the Fee Schedule, plus any sub-consultant services and other related costs supporting the proposed Services. The CITY shall not be obligated to reimburse the VENDOR for costs incurred in excess of the total not-to-exceed cost amount.

g. Final payment of any balance due to the VENDOR of the total Task Order price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the Services under this Agreement and its acceptance by the CITY.

h. Final Invoice: In order for both parties herein to close their books and records, the VENDOR will clearly state "Final Invoice" on the VENDOR's final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any other further charges, if not properly included on this invoice, are considered waived by the VENDOR.

i. The VENDOR's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the CITY and State for a period of five (5) years after the termination of the Agreement. Copies shall be made available upon request.

j. Hourly rates shall remain fixed and firm for the initial two (2) year period of this Agreement. Cost of subsequent years and any extension terms shall be subject to an adjustment only if increases incur in the industry. However, unless very unusual and significant changes as determined by the City, have occurred in the industry, such increases shall not exceed 5% per year, or whichever is less, the latest yearly percentage increase in the All Urban Consumer Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be based on the latest index published and available ninety (90) calendar days prior to the end of the Agreement year then in effect, compared to the index for the same month one (1) year prior. Any requested cost increase shall be fully documented and submitted to the CITY at least sixty (60) calendar days prior to the Agreement anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of this Agreement. In the event the CPI or industry costs decline, the CITY shall have the right to receive from the VENDOR, a reasonable reduction in costs that reflect such changes in the industry. All rate increases above 2% must be approved by the City Commission on the recommendation of the Director of Financial Services.

k. The CITY may after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Agreement may be canceled by the CITY upon giving thirty (30) calendar days' written notice to the VENDOR.

l. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

6. **OWNERSHIP AND USE OF DOCUMENTS.** Upon completion of any project / Task Order and final payment to VENDOR, all documents, drawings, specifications, and other materials produced by the VENDOR in connection with the services rendered under this Agreement shall be the property of the CITY whether the project for which they are made is executed or not. Notwithstanding the foregoing, the VENDOR shall maintain the rights to reuse standard details and other design copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with VENDOR's endeavors. Any use of the documents for purposes other than as originally intended by this Agreement, without the written consent of VENDOR, shall be at the CITY's sole risk and without liability to VENDOR and VENDOR's sub-consultants.

7. **FUNDING.** This Agreement shall remain in full force and effect only as long as the expenditures provided in the Agreement have been appropriated by the CITY in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

8. **WARRANTIES AND REPRESENTATIONS.** VENDOR represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Agreement and that it will retain and assign qualified professionals to all assigned projects during the term of this Agreement. VENDOR's Services shall meet or exceed the standard of care and skill ordinarily used by members of VENDOR's profession practicing under similar circumstances. In submitting its response to the RFQ, VENDOR has represented to CITY that certain individuals employed by VENDOR shall provide services to CITY pursuant to this Agreement. CITY has relied upon such representations. Therefore, VENDOR shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent may be withheld in the sole and absolute discretion of the CITY.

9. **COMPLIANCE WITH LAWS.** VENDOR shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances, and regulations that are applicable to the services to be rendered under this Agreement.

10. **INDEMNIFICATION.**

A. The VENDOR shall indemnify and hold harmless CITY and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of VENDOR or other persons employed or utilized by VENDOR in the performance of this Agreement. Neither party to this Agreement shall be liable to any third party claiming directly or through the other respective party, for any special, incidential, indirect, or consequential damages of any kind, including but not limited to lost profits or use that may result from this Agreement or out of the services or goods furnished hereunder.

B. The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

C. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Fla. Stat., as may be amended from time to time.

PURSUANT TO FLORIDA STATUTE, NO INDIVIDUAL DESIGN PROFESSIONAL EMPLOYED BY OR ACTING AS AN AGENT OF VENDOR MAY BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM THE NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT

11. **INSURANCE.**

A. During the performance of the services under this Agreement, VENDOR shall maintain the following insurance policies, and provide originals or certified copies of all policies to CITY's Risk Management Director. All policies shall be written by an insurance company authorized to do business in Florida. VENDOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any service pursuant to this Agreement:

a. **Worker's Compensation Insurance**: The VENDOR shall procure and maintain for the life of this Agreement, Worker's Compensation Insurance covering all employees

with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any subcontractor that does not have their own Worker's Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the City of Boynton Beach, executed by the insurance company.

b. **Comprehensive General Liability**: The VENDOR shall procure and maintain for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent consultants, Products-Completed Operations, and Contractual Liability with specific reference to Article 7, "Indemnification" of this Agreement. This policy shall provide coverage for death, personal injury, or property damage that could arise directly or indirectly from the performance of this Agreement. VENDOR shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) calendar days prior written notice to the CITY.

c. **Business Automobile Liability**: The VENDOR shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The VENDOR shall maintain a minimum amount of $1,000,000 combined single limit for bodily injury and property damage liability to protect the VENDOR from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the VENDOR or by anyone directly or indirectly employed by the VENDOR.

d. **Professional Liability (Errors and Omissions) Insurance**: The VENDOR shall procure and maintain for the life of this Agreement in the minimum amount of $1,000,000 per occurrence.

e. **Umbrella/Excess Liability Insurance**: in the amount of $1,000,000.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must follow the form of the General Liability, Auto Liability, and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Agreement.

B. VENDOR shall provide the CITY with all Certificates of Insurance required under this section prior to beginning performance under this Agreement. Failure to maintain the required insurance will be considered a default of the Agreement.

C. The CITY shall be named as an additional insured. The coverage shall contain no limitations on the scope of protection afforded to the CITY, its officers, officials, employees, or volunteers. A current valid insurance policy meeting the requirements herein identified shall be maintained during the duration of this Agreement, and shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, reduced in coverage in limits except after thirty (30) calendar days prior written notice by either certified mail, return receipt requested, has been given to the CITY.

D. The CITY reserves the right to reasonably require any additional insurance coverage or increased limits as determined necessary by the Risk Management Director. The CITY reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements throughout the term of the Agreement.

12. **INDEPENDENT VENDOR/CONTRACTOR.** The VENDOR and the CITY agree that the VENDOR is an independent vendor/contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither VENDOR nor any employee of VENDOR shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Agreement. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing

to the state industrial insurance program, otherwise assuming the duties of an employer with respect to VENDOR, or any employee of VENDOR.

13. **COVENANT AGAINST CONTINGENT FEES.** The VENDOR warrants that he has not employed or retained any company or person, other than a *bona fide* employee working solely for the VENDOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the VENDOR any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **TRUTH-IN-NEGOTIATION CERTIFICATE.**

    A. Execution of this Agreement by the VENDOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement and no higher than those charged the VENDOR's most favored customer for the same or substantially similar service.

    B. The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside VENDORs. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

15. **SUBCONTRACTING.**

    A. VENDOR shall not utilize the services of any sub-consultant without the prior written approval of CITY

    B. The CITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. If the VENDOR uses any sub-consultants on this project, the following provisions of this Article shall apply:

    C. If a sub-consultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-consultant to complete the Services in a timely fashion, the VENDOR shall promptly do so, subject to acceptance of the new sub-consultant by the CITY. The substitution of a sub-consultant shall not be adequate cause to excuse a delay in the performance of any portion of this Agreement as set forth in the Scope of Work or applicable Task Order.

    D. The VENDOR, its sub-consultants, agents, servants, or employees agree to be bound by the terms and conditions of this Agreement and its agreement with any sub-consultant for work to be performed for the CITY the VENDOR must incorporate the terms of this Agreement.

16. **DISCRIMINATION PROHIBITED.** The VENDOR, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

17. **ASSIGNMENT.** The VENDOR shall not sublet or assign any of the services covered by this Agreement without the express written consent of the CITY.

18. **NON-WAIVER.** A waiver by either CITY or VENDOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

19. **TERMINATION.**

A. **Termination for Convenience**. This Agreement may be terminated by the CITY for convenience, upon fourteen (14) calendar days of written notice by the terminating party to the other party for such termination in which event the VENDOR shall be paid its compensation for services performed to the termination date, including services reasonably related to termination. In the event that the VENDOR abandons the Agreement or causes it to be terminated, the VENDOR shall indemnify the CITY against loss pertaining to this termination.

B. **Termination for Cause**. In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should VENDOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days after receipt by VENDOR of written notice of such neglect or failure.

20. **DISPUTES.**

A. Any and all legal action necessary to enforce the terms of this Agreement shall be governed by the laws of the State of Florida. Any legal action arising from the terms of this Agreement shall be submitted to a court of competent jurisdiction exclusively located in Palm Beach County.

B. **Correction of Work**. If, in the judgment of CITY, work provided by VENDOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that VENDOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

C. **Remedies in Default**. In case of default by VENDOR, CITY shall notify VENDOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct VENDOR to comply with all provisions of the Agreement. If the abandonment, delay, refusal, failure, neglect, or default is not cured within seven (7) calendar days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify VENDOR of such declaration of default and terminate the Agreement.

a. Upon such declaration of default, all payments remaining due VENDOR at the time of default, less all sums due CITY for damages suffered or expenses incurred by reason of default, shall be due and payable to VENDOR.

b. CITY may complete the Agreement, or any part thereof, either by day labor, use of a subcontractor, or by re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to VENDOR together with the costs incident thereto to such default.

c. In the event CITY completes the Agreement at a lesser cost than would have been payable to VENDOR under this Agreement, if the same had been fulfilled by VENDOR, CITY shall retain such differences. Should such cost to CITY be greater, VENDOR shall pay the amount of such excess to the CITY.

d. Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by VENDOR fails to meet reasonable standards of the trade after CITY gives written notice to the VENDOR of the deficiencies as set forth in the written notice within thirty (30) calendar days of the receipt by VENDOR of such notice from CITY.

21. **UNCONTROLLABLE FORCES.**

21.1 Neither the CITY nor VENDOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term “Uncontrollable Forces” shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood,

earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

21.2 Neither party shall, however, be excused from performance if non-performance is due to forces, which are preventable, removable, or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

22. **CITY PROVIDED INFORMATION AND SERVICES.**

22.1 CITY shall furnish VENDOR available studies, reports, and other data pertinent to VENDOR'S services; obtain or authorize VENDOR to obtain or provide additional reports and data as required; furnish to VENDOR services of others required for the performance of VENDOR's Services hereunder, and VENDOR shall be entitled to use and rely upon all such information and services provided by CITY or others in performing VENDOR's Services under this Agreement.

23. **ESTIMATES AND PROJECTIONS.**

23.1 In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, VENDOR has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, VENDOR makes no warranty that CITY's actual project costs, financial aspects, economic feasibility, or schedules will not vary from VENDOR's opinions, analyses, projections, or estimates.

24. **THIRD PARTIES.**

24.1 The services to be performed by VENDOR are intended solely for the benefit of CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on VENDOR's performance of its services hereunder, and no right to assert a claim against VENDOR by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of VENDOR's services hereunder.

25. **NOTICES**. Notices to the CITY shall be sent to the following address:

Daniel Dugger, City Manager
City of Boynton Beach
100 E. Ocean Avenue
Boynton Beach, FL 33435
Telephone No. (561) 742-6000

Notices to VENDOR shall be sent to the following address:

ATTN:	Elizabeth Fujikawa
	Carollo Engineers, Inc.
Address:	2056 Vista Parkway
	Suite 150
	West Palm Beach, FL 33411
Phone:	561-868-6400
Email:	efujikawa@carollo.com

26. **INTEGRATED AGREEMENT.** This Agreement, together with RFQ and any addenda and/or attachments, represents the entire and integrated Agreement between the CITY and the VENDOR and supersedes all

prior negotiations, representations, or agreements, written or oral. This Agreement may be amended only by written instrument signed by both CITY and VENDOR.

27. **PUBLIC RECORDS.** The CITY is a public agency subject to Chapter 119, Florida Statutes. The VENDOR shall comply with Florida's Public Records Law. Specifically, the VENDOR shall:

A. Keep and maintain public records required by the CITY to perform the service;

B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, VENDOR shall maintain in a secured manner all copies of such confidential and exempt records remaining in its possession once the VENDOR transfers the records in its possession to the CITY; and

D. Upon completion of the Agreement, VENDOR shall transfer to the CITY, at no cost to the CITY, all public records in VENDOR's possession. All records stored electronically by VENDOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
TELEPHONE: 561-742-6060
CityClerk@bbfl.us

28. E-VERIFY.

28.1 VENDOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

Definitions for this Section:

A. "Contractor, Vendor, Proposer, Consultant" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for a salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

B. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for a salary, wages, or other remuneration.

C. "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

28.1.2 Registration Requirement; Termination: Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the term of the Agreement;

B. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

C. By entering into this Agreement, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

28.1.3 Contract Termination. If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1), Fla. Stat., the contract shall be terminated

29. **SCRUTINIZED COMPANIES 287.135 and 215.473.** By execution of this Agreement, VENDOR certifies that VENDOR is not participating in a boycott of Israel. VENDOR further certifies that VENDOR is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has VENDOR been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to VENDOR of the CITY's determination concerning the false certification. VENDOR shall have five (5) calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, VENDOR shall have ninety (90) calendar days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If VENDOR does not demonstrate that the CITY's determination of false certification was made in error then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

30. **SOVEREIGN IMMUNITY.** Nothing contained herein is intended to serve as a waiver of sovereign immunity by the CITY or as a waiver of limits of liability or rights the CITY may have under the doctrine of sovereign immunity or under Section 768.28, Florida Statutes.

31. **CONFLICTS.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of this Agreement, Exhibits, any Task Order, VENDOR's Proposal, or other documents incorporated into this Agreement, such conflict shall be resolved pursuant to the following order of precedence (1) this Agreement, (2) any Task Order, (3) the RFQ, and (4) VENDOR's Proposal.

32. **COMPLIANCE WITH STATE ENERGY POLICY AND CONSERVATION ACT**. VENDOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

33. **DOMESTIC PREFERENCE FOR PROCUREMENTS**. As appropriate and to the extent consistent with law, the VENDOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items

and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

34. **LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS**. If applicable, the VENDOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Agreement, VENDOR will identify such data and grant to the CITY or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Agreement, VENDOR will deliver to the VENDOR data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this Agreement in formats acceptable by VENDOR.

35. **ENTITIES OF FOREIGN CONCERN.** The provisions of this section apply only if Vendor or any subcontractor will have access to an individual's personal identifying information under this Agreement. VENDOR represents and certifies: (i) VENDOR is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in VENDOR; and (iii) VENDOR is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. Prior to VENDOR and any subcontractor having access to personal identifying information pursuant to this Agreement, VENDOR and any subcontractor shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

36. **ANTI-HUMAN TRAFFICKING**. On or before the Effective Date of this Agreement, VENDOR shall provide CITY with an affidavit attesting that the VENDOR does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

37. **COUNTRIES OF CONCERN**. VENDOR represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

38. **DULY LICENSED**. VENDOR represents that it is duly licensed in Florida to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

SIGNATURE PAGE FOLLOWS

"This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be considered an original on the following dates:

DATED this _____ day of _____, 20____.

CITY OF BOYNTON BEACH

_____
Ty Penserga, Mayor

_____
(Authorized Official Name), (Vendor)

Elizabeth Fujikawa, P.E.
Print Name of Authorized Official

Vice President
Title

CAROLLO ENGINEERS, INC. CORPORATE SEAL carollo DELAWARE

(Corporate Seal)

Attest/Authenticated:

_____
Witness

Laura Baumberger
Print Name

Approved as to Form:

_____
Shawna G. Lamb, Office of the City Attorney

Attest/Authenticated:

_____
Maylee De Jesus, City Clerk

EXHIBIT A
Form of Task Order

CITY OF BOYNTON BEACH
General Engineering Consulting Services Task Order
Task Order No. _____

Consultant: **_____**

1. **Task/Project**. _____(*Insert title and brief description)*_____

2. **Detailed Scope of Professional Services**.
A detailed scope of services under this Task Order, in accordance with the phases of service detailed in the Agreement, is attached as **Exhibit ____.**

3. **Deliverables and Schedule**.
For study/design related services: Consultant shall deliver to the City the deliverables specified at the time indicated on the attached **Exhibit ____.**

For project administration services: Consultant shall provide project/construction administration services in accordance with the Agreement and project schedule.

4. **Compensation**.
The total estimated construction costs of the Project or the cost of the study or report for this Task Order may not exceed the amounts set forth in Section 287.055, Florida Statutes.

The total Fee to be paid to the Consultant under this Task Order shall not exceed _____, based on the hourly rates currently in effect under the Agreement.

A detailed fee schedule is attached as **Exhibit _____.**
The payment schedule (based on deliverables) is attached as **Exhibit _____**.

5. **Agreement Reference**.
This Task Order shall be performed under the terms and conditions described within the General Engineering Consulting Services Agreement, dated _____, 20____, by and between the City of Boynton Beach and _____ ("Consultant"), Contract No. _____.

6. **Insurance**.
Consultant shall maintain insurance coverages in accordance with the Agreement and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the City as of the date of this Task Order.

7. **Exhibits**.
All attached Exhibits are incorporated fully into this Task Order and the Agreement.

8. **Notice to Proceed** ***(Task Order Form and Purchase Order)***.

☐ If checked, Consultant's receipt of a fully-executed copy of this Task Order and Purchase Order (PO) shall serve as the Notice to Proceed under this Task Order, effective as of the date the fully-executed Task Order was emailed to the Consultant.

☐ If checked, Consultant shall commence Services under this Task Order as specified in a forthcoming Purchase Order (PO) and Notice to Proceed.

CONSULTANT:

By: _____

Print Name: _____

Date: _____, 20___

CITY OF BOYNTON BEACH

By: _____
Daniel Dugger, City Manager

Date: _____, 20___

City Attorney's Office
Approved as to form and legality
By: _____

Exhibit B
Fee Schedule

PERSONNEL CLASSIFICATIONS		HOURLY RATE
Principal	$	300.00
Chief Professional	$	290.00
Senior Project Manager	$	285.00
Project Manager	$	260.00
Senior Process Professional	$	250.00
Staff Process Professional	$	225.00
Principal Professional	$	270.00
Senior Professional	$	225.00
Lead Professional	$	195.00
Professional	$	165.00
Staff Professional	$	140.00
Sr. Electrical Engineer	$	250.00
Electrical Engineer	$	200.00
Process Controls/Inst. Engineer	$	200.00
Sr. Mechanical Engineer	$	250.00
Mechanical Engineer	$	200.00
Engineering Technician		
Senior Architect	$	250.00
Architect	$	200.00
Landscape Architect		
Environmental Specialist		
Inspector (Zoning and landscape)		
Inspector (Transportation)		
Senior Landscape Architect		
Senior Surveyor/Mapper		
Surveyor/Field Survey Chief		
Designer	$	160.00
Senior Designer	$	200.00
Urban Designer		
Chief Designer		
Hydrogeologist		
Principal Hydrogeologist		
Planning Technician		
GIS Specialist	$	200.00
Structural Engineer	$	250.00
CADD/Technician	$	140.00
Architectural CADD/Technician		
Planner		
Senior Planner		
Transportation Planner		
Transportation Planning Technician		
Public Relations Specialist		
Senior Construction Manager	$	280.00
Construction Manager	$	250.00
Senior Construction Inspector	$	200.00
Construction Inspector	$	180.00
Rate Analyst		
Senior Rate Analyst	$	250.00
Senior Grant Analyst	$	250.00
Grant Analyst	$	200.00
Grant Specialist	$	200.00
Clerical Administrative	$	120.00

Reimbursable Expenses:
Direct costs such as postage, prints, and delivery services will be billed at cost.
Mark-up % Sub-Consultants Fee: 10%

ATTACHMENT “A”

City of Boynton Beach
Risk Management Department

INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of “B+” or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if a Certificate is provided upon selection of vendor.)* Thefollowing is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise orlower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Asbestos Abatement	Each Occurrence	$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	$ 5,000.00
Premises Operations		
Underground Explosion & Collapse Products		
Completed Operations Contractual		
Independent Contractors Fire		
Legal Liability		
Professional Liability	Aggregate	$ 1,000,000.00
Automobile Liability	Combined Single Limit	$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	$ 1,000,000.00
	Disease, Policy Limit	$ 1,000,000.00
	Disease Each Employe	$ 1,000,000.00
Property:		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified		to be determined

INSURANCE ADVISORY FORM

ATTACHMENT "B"

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: §287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: October 18, 2024

Signed: Elizabeth Fujikawa

Entity: Carollo Engineers, Inc.

Name: Elizabeth Fujikawa

Title: Vice President

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☑ online notarization, this 18 day of October, 2024, by Elizabeth Fujikawa, as _____ for Carollo Engineers, Inc., who is personally known to me or who has produced n/a personally known as identification.

Completed via Remote Online Notarization using 2 way Audio/Video technology.

Notary Public Signature: Michelle Ryan

State of Florida at Large (Seal)

Print Name: Michelle Ryan

MICHELLE RYAN
Notary Public - State of Florida
Commission # HH 334778
My Comm. Expires Dec 11, 2026

My commission expires: 12/11/2026

Affidavit of Compliance with Foreign Entity Laws must be completed and returned with the signed Agreement

NotaryCam Doc ID: b9e5c440-d8d1-4bec-8300-0499e269e4d1

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

Date: October 18, 20 24

Signed: Elizabeth Fujikawa

Entity: Carollo Engineers, Inc.

Name: Elizabeth Fujikawa

Title: Vice President

STATE OF Florida
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☑ online notarization, this 18 October day of , 20 24, by , as Elizabeth Fujikawa for Carollo Engineers, Inc., who is personally known to me or who has produced n/a personally known as identification.

Completed via Remote Online Notarization using 2 way Audio/Video technology.

Notary Public Signature: Michelle Ryan

State of Florida at Large (Seal)

Print Name: Michelle Ryan

My commission expires: 12/11/2026

NOTARY PUBLIC STATE OF FLORIDA

MICHELLE RYAN
Notary Public - State of Florida
Commission # HH 334778
My Comm. Expires Dec 11, 2026

Affidavit of Compliance with Anti-Human Entity Laws must be completed and returned with the signed Agreement

NotaryCam Doc ID: b9e5c440-d8d1-4bec-8300-0499e269e4d1

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/18/2025

Proposed Resolution No. R25-050- Award of Task Order No. GESCM-2J-02-25 and approve a budget amendment to appropriate the funds for Craven Thompson & Associates as the next pre-qualified vendor for the Preliminary Design of South Seacrest streetscape improvements in the amount of $161,170 plus a 10% allowance of $16,117 if needed for staff approval of change orders for unforeseen conditions for a total expenditure of $177,287 based on costs provided by Craven Thompson & Associates.

Requested Action:

Staff recommends approval of Proposed Resolution No. R25-050.

Explanation of Request:

The FY 2025 Budget was adopted in September 2024. A budget amendment is required to increase the Capital Improvement Project expenditures for the purpose of improving the section of South Seacrest Boulevard from Boynton Beach Boulevard south to Woolbright Road. The streetscape improvements will include landscaped medians, improved traffic patterns, improved drainage, sidewalk improvements to meet ADA guidelines, crosswalks, and new lighting. The estimate for the project is $161,170 plus an allowance of $16,117 for a total of $177,287 of fund balance appropriation.

How will this affect city programs or services?

The project will beautify the area, improve traffic patterns, and improve drainage.

Budgeted Item: Yes

Account Line Item and Description:

Account line Item and Description: 302-4905-580-63-08 Improvements Other than Bldgs/Street Improvements.

Fiscal Impact: General Budget Appropriation.

Attachments:
R25-050 Agenda Item 2743-2025 Craven Thompson & Assoc. (Task Order No. GESCM-2J-

02-25) Amendment.docx
Task_Order_Form_-_Consultant.seacrest_craven_and_thompson.pdf
2025-006 Rev2.pdf
CIP Project Sheet.pdf

RESOLUTION NO. R25-050

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A BUDGET AMENDMENT FOR FISCAL YEAR 2024-2025, CAPITAL IMPROVEMENT PROJECTS ("CIP") BUDGET, TO INCREASE CIP EXPENDITURES FOR STREETSCAPE IMPROVEMENTS, AWARD TASK ORDER NO. GESCM-2J-02-25; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Fiscal Year 2024-2025 Budget was adopted on September 23, 2024; and

WHEREAS, staff is requesting Commission approval to amend the Fiscal Year 2024-2025 budget; and

WHEREAS, a Budget Amendment is needed to appropriate the funds necessary to award Craven Thompson & Associates as the next pre-qualified vendor for the Preliminary Design of South Seacrest streetscape improvements in the amount of $172,000 plus a 10% contingency of $17,200 if needed, for a total expenditure of $189,200; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve a Budget Amendment for Fiscal Year 2024-2025, Capital Improvement Projects ("CIP") Budget, to increase the CIP expenditures to $172,000 plus a 10% contingency of $17,200 if needed, for a total expenditure of $189,200 of General Budget appropriation, and award Task Order. No. GESCM-2J-02-25.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve a Budget Amendment for Fiscal Year 2024-2025, CIP Budget, to use funds for $189,200 for improving landscaped medians, traffic patterns, drainage, and sidewalks to meet ADA guidelines, crosswalks, and to install new lighting, as further detailed in Exhibit A, attached hereto.

SECTION 3. The City Commission of the City of Boynton Beach, Florida hereby authorizes the Mayor to execute Task Order No. GESCM-2J-02-25 with Craven Thompson & Associates.

SECTION 4. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

Form of Task Order

CITY OF BOYNTON BEACH
General Engineering Consulting Services Task Order
Task Order No. GESCM-2J-02-25

Consultant: Craven Thompson & Associates

1. **Task/Project**. Seacrest Boulevard Streetscape Project, surveying, community outreach, traffic engineering, and preliminary civil engineering for streetscape improvements to Seacrest Boulevard Woolbright Road to Boynton Beach Boulevard

2. **Detailed Scope of Professional Services**.
A detailed scope of services under this Task Order, in accordance with the phases of service detailed in the Agreement, is attached as **Exhibit** A **.**

3. **Deliverables and Schedule**.
For study/design related services: Consultant shall deliver to the City the deliverables specified at the time indicated on the attached **Exhibit** A **.**

For project administration services: Consultant shall provide project/construction administration services in accordance with the Agreement and project schedule.

4. **Compensation**.
The total estimated construction costs of the Project or the cost of the study or report for this Task Order may not exceed the amounts set forth in Section 287.055, Florida Statutes.

The total Fee to be paid to the Consultant under this Task Order shall not exceed $161,170.00 , based on the hourly rates currently in effect under the Agreement.

A detailed fee schedule is attached as **Exhibit** A .
The payment schedule (based on deliverables) is attached as **Exhibit** A .

5. **Agreement Reference**.
This Task Order shall be performed under the terms and conditions described within the General Engineering Consulting Services Agreement, dated November 21, 2024, by and between the City of Boynton Beach and Craven Thompson & Associates ("Consultant"), Contract No. _____.

6. **Insurance**.
Consultant shall maintain insurance coverages in accordance with the Agreement and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the City as of the date of this Task Order.

7. **Exhibits**.
All attached Exhibits are incorporated fully into this Task Order and the Agreement.

8. **Notice to Proceed *(Task Order Form and Purchase Order)***.

☒ If checked, Consultant's receipt of a fully-executed copy of this Task Order and Purchase Order (PO) shall serve as the Notice to Proceed under this Task Order, effective as of the date the fully-executed Task Order was emailed to the Consultant.

☐ If checked, Consultant shall commence Services under this Task Order as specified in a forthcoming Purchase Order (PO) and Notice to Proceed.

CONSULTANT:

By: _____

Print Name: Patrick J. Gibney, P.E.
Vice President, Engineering

Date: February 11, 2025

CITY OF BOYNTON BEACH

By: _____
Ty Penserga, Mayor

Date: _____, 2025

City Attorney's Office
Approved as to form and legality
By: _____

City of Boynton Beach
Risk Management Department

INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if a Certificate is provided upon selection of vendor.)* Thefollowing is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise orlower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Asbestos Abatement	Each Occurrence	$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	$ 5,000.00
Premises Operations		
Underground Explosion & Collapse Products		
Completed Operations Contractual		
Independent Contractors Fire		
Legal Liability		
Professional Liability	Aggregate	$ 1,000,000.00
Automobile Liability	Combined Single Limit	$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	$ 1,000,000.00
	Disease, Policy Limit	$ 1,000,000.00
	Disease Each Employe	$ 1,000,000.00
Property:		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified		to be determined

INSURANCE ADVISORY FORM

EXHIBIT A
(6 PAGES)

Email: MackA@bbfl.us

February 10, 2025

Mr. Andrew Mack, P.E., CBO, LEED AP
Deputy City Manager
City Manager's Office
City of Boynton Beach
100 E. Ocean Avenue
Boynton Beach, Florida 33135

RE: SEACREST BOULEVARD
WOOLBRIGHT ROAD TO BOYNTON BEACH BOULEVARD
CITY OF BOYNTON BEACH
CTA PROPOSAL NO: 2025-H07.006 (2nd REVISION)

Mr. Mack,

We are pleased to provide you with a proposal for surveying, community outreach, traffic engineering, and preliminary civil engineering services pursuant to the terms and conditions of "*RFQ No. CW24-001 - General Engineering Consulting Services*". The project includes S. Seacrest Boulevard from Boynton Beach Boulevard south to Woolbright Road (intersections with Woolbright Road and Boynton Beach Boulevard are not included). The project is generally one mile in length and is within a Right-of-Way of eighty (80') feet. The Right-of-Way is owned and maintained by Palm Beach County.

The City of Boynton Beach is retaining Craven Thompson to provide community outreach and 30% schematic design for streetscape improvements for the County Road which may include limiting direct access to the road (access control), the addition of landscaped medians, a ten (10') foot wide sidewalk/multi-purpose path on one side of the road, the addition of curb & gutter, an improved drainage system, new crosswalks (potentially high-visibility crosswalks), hardscape, landscape, enhanced transit stops, and a new FPL provided light standard with buried cable & conduit (traffic studies /warrant, and traffic signal design are not included).

I. SURVEYING SERVICES

Craven Thompson & Associates will prepare a Topographic Survey of Seacrest Boulevard from the north R.O.W. of Woolbright Road to south R.O.W. of Boynton Beach Boulevard for the City of Boynton Beach. This is approximately 5,280 linear feet.

1.1 Topographic Survey (CTA Task No. 111050)
The survey shall meet the current Surveying requirements of the State of Florida Board of Professional Surveyors and Mappers, as defined in Chapter 51-17, Florida Administrative Code. The survey shall include the following:

- Recovery of sufficient existing boundary and/or right-of-way monumentation to determine the right-of-way lines needed to tie all visible improvements.

CRAVEN THOMPSON & ASSOCIATES INC.
Engineers
Planners
Surveyors
Landscape Architects

3563 NW 53rd Street
Fort Lauderdale, FL 33309-6311
Phone: (954) 739-6400
Fax: (954) 739-6409

- Locations of all aboveground and visible improvements, including pavement, pavement markings, slabs, fences, signs, overhead wires, utility poles, trees, and other utility features within the limits of the existing rights-of-way.
- Rims, inverts, and pipe sizes shall be measured on all sanitary and storm drainage structures within the project limits if accessible and physically unobstructed. Otherwise, they will be noted on the drawing.
- Identify all existing easements and reference recorded documents (OR Book and page) on recorded Plats within the Public Records of Palm Beach County. A title search is not included in this task.
- Existing trees, three (3) inches in diameter and above, at four (4) feet above the ground, shall be located and identified with the diameter and common name.
- The elevations shall be relative to the North American Vertical Datum of 1988 (NAVD88) and based on the National Geodetic Survey (NGS) and/or Florida Department of Transportation benchmarks.
- The surveys shall be in the horizontal projection: State Plane, Florida East Zone, NAD 83(2011), US Survey feet.
- Survey drawings shall be prepared in AutoCAD Civil 3D, Version 2025 or higher.
- The final deliverables shall be in hard copy, signed and sealed surveys, and electronically signed PDFs. Surveys shall be prepared at 22" x 34" size, suitable for printing offset on 24" x 36" paper.

(Estimated delivery time for survey: six (6) to eight (8) weeks after receipt of Notice to Proceed.)

Lump Sum.....$44,900.00

TOTAL SURVEYING $44,900.00

II. COMMUNITY OUTREACH/CHARETTE SERVICES

2.1 Technical Stakeholder Charrette

Consultant will facilitate a half-day technical charrette with agency representatives to address technical and regulatory issues. Participants will include but not limited to the City of Boynton Beach, Palm Beach County Engineering and Public Works - Roadway Division, Treasure Coast Planning Council, Palm Beach TPA, and Palm Tran. This charrette will focus on access management strategies for new medians, FPL coordination for decorative light poles, drainage improvements with curb and gutter additions, school zone safety enhancements, and findings from the signal warrant analysis.

- Session 1: Traffic operations, safety, and signal needs
- Session 2: Utilities, drainage, and infrastructure constraints
- Session 3: Preliminary concepts and alternatives development

Deliverables:

- Charrette agenda, presentation slides, handouts, and exercises to guide discussion.
- Summary memorandum documenting decisions, action items, and preliminary concepts.

Lump Sum 2.1.....$13,285.00

2.2 Resident, Business, and Property Owner Public Meeting

The Consultant will facilitate a public meeting that will focus on Residents, Business, and Property Owners, emphasizing driveway access modifications, the impact of median locations, preferences for decorative lighting and landscaping, and school zone safety enhancements. This is a two-hour public meeting and will include discussion, feedback sessions, and a project presentation. The Consultant will prepare feedback forms and an open Q&A session will ensure comprehensive input.

Deliverables:

- Customized presentation materials and handouts for residents, businesses, and property owners
- Summary memorandum of feedback, including recurring themes and distinct concerns

Lump Sum 2.2.....$9,200.00

2.3 Renderings

The consultant will prepare detailed 3D conceptual design layouts to visually represent proposed improvements along the corridor, including intersection designs and crosswalk enhancements. These designs will incorporate input from technical stakeholders, residents, and business owners gathered during the engagement process.

Deliverables:

- 2D and 3D Typical Sections Layout
- 5 Concept Renderings

Lump Sum 2.3 .....$11,465.00

TOTAL COMMUNITY OUTREACH/CHARETTE/PUBLIC MEETING *$33,950.00*

III. PRELIMINARY CIVIL ENGINEERING & LANDSCAPE ARCHITECTURE SERVICES

3.1 Consultant to review the proposed conceptual designs for recommended intersection improvements, midblock crossings aligning with FDOT FDM, MUTCD and City of Boynton Beach standards.

Lump Sum 3.1.....$13,780.00

3.2 Consultant shall perform a preliminary drainage analysis for the segment of roadway.

3.3 Consultant will prepare thirty percent (30%) conceptual plans for: access control improvements, intersection improvements, traffic calming, transit stop improvements, drainage improvements, and landscape architecture improvements for the roadway.

3.4 Consultant shall develop a thirty percent (30%) estimate of probable costs for the preliminary improvements.

3.5 The consultant will prepare detailed 3D conceptual design layouts to visually represent proposed improvements along the corridor, including intersection designs and crosswalk enhancements. These designs will incorporate input from technical stakeholders, residents, and business owners gathered during the engagement process.

3.6 Consultant shall identify possible funding sources for the project.

Deliverables:

- 30% drainage report
- 30% conceptual civil engineering and landscape plans
- 30% construction cost estimate
- CAD files for the 30% plans and survey

Lump Sum 3.2 through 3.6.....$68,540.00

TOTAL PRELIMINARY CIVIL ENG. & LANDSCAPE ARCHITECTURE *$82,320.00*

SUMMARY OF FEES

I.	**SURVEYING SERVICES**	**$44,900.00**
II.	**COMMUNITY OUTREACH/CHARETTE SERVICES**	**$33,950.00**
III.	**PRELIMINARY CIVIL ENGINEERING & LANDSCAPE ARCHITECTURE**	**$82,320.00**
	GRAND TOTAL	**$161,170.00**

SERVICES NOT INCLUDED

Additional services will be performed as authorized in writing by the Client.
Additional services include but are not limited to the following:

1. Traffic Studies/Warrants
2. Traffic Signal Design
3. 60%, 90%, 100% Plans & Specifications
4. Permitting
5. Undergrounding of electrical lines
6. Photometrics
7. Environmental services
8. Geotechnical Services including Soil analysis and testing
9. Material testing.
10. S.U.E. services
11. Any additional services requested by Client.

ACCEPTANCE

This proposal and fee schedules are based on acceptance within 30 days of the date of preparation. If not accepted by you within that time-period, we reserve the right to re-evaluate the terms and conditions contained herein.

The above will be subject to the terms and conditions as specified in the Contract Documents. If the proposed work and fees contained herein are agreeable with you, please provide a Purchase Order and a Notice to Proceed.

Should you have any questions regarding the above, please do not hesitate to call.

Sincerely,

CRAVEN THOMPSON & ASSOCIATES, INC.

DOUGLAS R. TAYLOR, P.E.
Director of Business Development

PATRICK J. GIBNEY, P.E.
Vice President, Engineering

DRT/tg

City of Boynton Beach - Seacrest Boulevard
CTA Proposal No. 2025-H07.006 (2nd Revision)

2/10/2025

STAFF TIME ESTIMATE

Personnel	Hourly Rate	Craven Thompson - Hours per Task							Totals	
		Task 1.1	Task 2.1	Task 2.2	Task 2.3	Task 2.4	Task 3.1	Task 3.2 - 3.6	Hours	Cost
Administration										
Clerical	$100.00									
Sub Total - Hours		0	0	0	0	0	0	0	0	0
Sub Total Cost		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$0.00**
Engineering										
Principal Engineer	$280.00		14	10	4		18	22	68	$19,040.00
Senior Supervising Engineer	$260.00		16		7				23	$5,980.00
Senior Engineer	$200.00						32	54	86	$17,200.00
Project Engineer	$180.00		16	8			13	100	137	$24,660.00
Eng. Senior CADD Technician	$110.00								0	$0.00
Sub Total - Hours		0	46	18	11	0	63	176	314	
Sub Total Cost		$0.00	$10,960.00	$4,240.00	$2,940.00	$0.00	$13,780.00	$34,960.00		**$66,880.00**
Construction										
Director of Const. Mgt.	$200.00								0	$0.00
Construction Manager	$180.00								0	$0.00
Senior Field Representative	$150.00								0	$0.00
Field Representative	$120.00								0	$0.00
Sub Total - Hours		0	0	0	0	0	0	0	0	
Sub Total Cost		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$0.00**
Surveying										
Principal Surveyor	$225.00	8							8	$1,800.00
Professional Land Surveyor	$190.00	16							16	$3,040.00
Project Surveyor	$160.00	24							24	$3,840.00
Survey CADD / GIS Tech	$110.00	102							102	$11,220.00
Survey Laserscan Crew (3-Man)	$300.00								0	$0.00
Survey Crew (1-Man)	$120.00								0	$0.00
Survey Crew (2-Man)	$180.00								0	$0.00
Survey Crew (3-Man)	$250.00	100							100	$25,000.00
Sub Total - Hours		250	0	0	0	0	0	0	250	
Sub Total Cost		$44,900.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$44,900.00**
Landscape Arch./ Planning										
Principal LA / Planner	$250.00							28	28	$7,000.00
Senior Supervising LA	$215.00								0	$0.00
Senior Landscape Architect	$190.00							42	42	$7,980.00
Senior Planner	$180.00								0	$0.00
Landscape Architect	$180.00								0	$0.00
Project LA Designer / Planner	$155.00		15	32	55			120	222	$34,410.00
Sub Total - Hours		0	15	32	55	0	0	190	292	
Sub Total Cost		$0.00	$2,325.00	$4,960.00	$8,525.00	$0.00	$0.00	$33,580.00		**$49,390.00**
Grand Total - Hours		**250**	**61**	**50**	**66**	**0**	**63**	**366**	**856**	
Grand Total Cost		**$44,900.00**	**$13,285.00**	**$9,200.00**	**$11,465.00**	**$0.00**	**$13,780.00**	**$68,540.00**		**$161,170.00**
Reimbursable Expenses										
									GRAND TOTAL	**$161,170.00**

Email: MackA@bbfl.us

February 10, 2025

Mr. Andrew Mack, P.E., CBO, LEED AP
Deputy City Manager
City Manager's Office
City of Boynton Beach
100 E. Ocean Avenue
Boynton Beach, Florida 33135

RE: SEACREST BOULEVARD
WOOLBRIGHT ROAD TO BOYNTON BEACH BOULEVARD
CITY OF BOYNTON BEACH
CTA PROPOSAL NO: 2025-H07.006 (2nd REVISION)

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Phone: (954) 739-6400
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Lump Sum.....$44,900.00

TOTAL SURVEYING $44,900.00

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- Session 1: Traffic operations, safety, and signal needs
- Session 2: Utilities, drainage, and infrastructure constraints
- Session 3: Preliminary concepts and alternatives development

Deliverables:

- Charrette agenda, presentation slides, handouts, and exercises to guide discussion.
- Summary memorandum documenting decisions, action items, and preliminary concepts.

Lump Sum 2.1.....$13,285.00

2.2 Resident, Business, and Property Owner Public Meeting

The Consultant will facilitate a public meeting that will focus on Residents, Business, and Property Owners, emphasizing driveway access modifications, the impact of median locations, preferences for decorative lighting and landscaping, and school zone safety enhancements. This is a two-hour public meeting and will include discussion, feedback sessions, and a project presentation. The Consultant will prepare feedback forms and an open Q&A session will ensure comprehensive input.

Deliverables:

- Customized presentation materials and handouts for residents, businesses, and property owners
- Summary memorandum of feedback, including recurring themes and distinct concerns

Lump Sum 2.2.....$9,200.00

2.3 Renderings

The consultant will prepare detailed 3D conceptual design layouts to visually represent proposed improvements along the corridor, including intersection designs and crosswalk enhancements. These designs will incorporate input from technical stakeholders, residents, and business owners gathered during the engagement process.

Deliverables:

- 2D and 3D Typical Sections Layout
- 5 Concept Renderings

Lump Sum 2.3 .....$11,465.00

TOTAL COMMUNITY OUTREACH/CHARETTE/PUBLIC MEETING *$33,950.00*

III. PRELIMINARY CIVIL ENGINEERING & LANDSCAPE ARCHITECTURE SERVICES

3.1 Consultant to review the proposed conceptual designs for recommended intersection improvements, midblock crossings aligning with FDOT FDM, MUTCD and City of Boynton Beach standards.

Lump Sum 3.1.....$13,780.00

3.2 Consultant shall perform a preliminary drainage analysis for the segment of roadway.

3.3 Consultant will prepare thirty percent (30%) conceptual plans for: access control improvements, intersection improvements, traffic calming, transit stop improvements, drainage improvements, and landscape architecture improvements for the roadway.

3.4 Consultant shall develop a thirty percent (30%) estimate of probable costs for the preliminary improvements.

3.5 The consultant will prepare detailed 3D conceptual design layouts to visually represent proposed improvements along the corridor, including intersection designs and crosswalk enhancements. These designs will incorporate input from technical stakeholders, residents, and business owners gathered during the engagement process.

3.6 Consultant shall identify possible funding sources for the project.

Deliverables:

- 30% drainage report
- 30% conceptual civil engineering and landscape plans
- 30% construction cost estimate
- CAD files for the 30% plans and survey

Lump Sum 3.2 through 3.6.....$68,540.00

TOTAL PRELIMINARY CIVIL ENG. & LANDSCAPE ARCHITECTURE *$82,320.00*

SUMMARY OF FEES

I.	**SURVEYING SERVICES**	**$44,900.00**
II.	**COMMUNITY OUTREACH/CHARETTE SERVICES**	**$33,950.00**
III.	**PRELIMINARY CIVIL ENGINEERING & LANDSCAPE ARCHITECTURE**	**$82,320.00**
	GRAND TOTAL	**$161,170.00**

SERVICES NOT INCLUDED

Additional services will be performed as authorized in writing by the Client.
Additional services include but are not limited to the following:

1. Traffic Studies/Warrants
2. Traffic Signal Design
3. 60%, 90%, 100% Plans & Specifications
4. Permitting
5. Undergrounding of electrical lines
6. Photometrics
7. Environmental services
8. Geotechnical Services including Soil analysis and testing
9. Material testing.
10. S.U.E. services
11. Any additional services requested by Client.

ACCEPTANCE

This proposal and fee schedules are based on acceptance within 30 days of the date of preparation. If not accepted by you within that time-period, we reserve the right to re-evaluate the terms and conditions contained herein.

The above will be subject to the terms and conditions as specified in the Contract Documents. If the proposed work and fees contained herein are agreeable with you, please provide a Purchase Order and a Notice to Proceed.

Should you have any questions regarding the above, please do not hesitate to call.

Sincerely,

CRAVEN THOMPSON & ASSOCIATES, INC.

DOUGLAS R. TAYLOR, P.E.
Director of Business Development

PATRICK J. GIBNEY, P.E.
Vice President, Engineering

DRT/tg

City of Boynton Beach - Seacrest Boulevard
CTA Proposal No. 2025-H07.006 (2nd Revision)

2/10/2025

STAFF TIME ESTIMATE

Personnel	Hourly Rate	Craven Thompson - Hours per Task							Totals	
		Task 1.1	Task 2.1	Task 2.2	Task 2.3	Task 2.4	Task 3.1	Task 3.2 - 3.6	Hours	Cost
Administration										
Clerical	$100.00									
Sub Total - Hours		0	0	0	0	0	0	0	0	0
Sub Total Cost		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$0.00**
Engineering										
Principal Engineer	$280.00		14	10	4		18	22	68	$19,040.00
Senior Supervising Engineer	$260.00		16		7				23	$5,980.00
Senior Engineer	$200.00						32	54	86	$17,200.00
Project Engineer	$180.00		16	8			13	100	137	$24,660.00
Eng. Senior CADD Technician	$110.00								0	$0.00
Sub Total - Hours		0	46	18	11	0	63	176	314	
Sub Total Cost		$0.00	$10,960.00	$4,240.00	$2,940.00	$0.00	$13,780.00	$34,960.00		**$66,880.00**
Construction										
Director of Const. Mgt.	$200.00								0	$0.00
Construction Manager	$180.00								0	$0.00
Senior Field Representative	$150.00								0	$0.00
Field Representative	$120.00								0	$0.00
Sub Total - Hours		0	0	0	0	0	0	0	0	
Sub Total Cost		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$0.00**
Surveying										
Principal Surveyor	$225.00	8							8	$1,800.00
Professional Land Surveyor	$190.00	16							16	$3,040.00
Project Surveyor	$160.00	24							24	$3,840.00
Survey CADD / GIS Tech	$110.00	102							102	$11,220.00
Survey Laserscan Crew (3-Man)	$300.00								0	$0.00
Survey Crew (1-Man)	$120.00								0	$0.00
Survey Crew (2-Man)	$180.00								0	$0.00
Survey Crew (3-Man)	$250.00	100							100	$25,000.00
Sub Total - Hours		250	0	0	0	0	0	0	250	
Sub Total Cost		$44,900.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$44,900.00**
Landscape Arch./ Planning										
Principal LA / Planner	$250.00							28	28	$7,000.00
Senior Supervising LA	$215.00								0	$0.00
Senior Landscape Architect	$190.00							42	42	$7,980.00
Senior Planner	$180.00								0	$0.00
Landscape Architect	$180.00								0	$0.00
Project LA Designer / Planner	$155.00		15	32	55			120	222	$34,410.00
Sub Total - Hours		0	15	32	55	0	0	190	292	
Sub Total Cost		$0.00	$2,325.00	$4,960.00	$8,525.00	$0.00	$0.00	$33,580.00		**$49,390.00**
Grand Total - Hours		**250**	**61**	**50**	**66**	**0**	**63**	**366**	**856**	
Grand Total Cost		**$44,900.00**	**$13,285.00**	**$9,200.00**	**$11,465.00**	**$0.00**	**$13,780.00**	**$68,540.00**		**$161,170.00**
Reimbursable Expenses										
									GRAND TOTAL	**$161,170.00**

Capital Improvement Program
Project Information & Financial Plan Form

Project Title:	Seacrest Blvd. Streetscape		**Location:**	Transportation	
Project #:			**Project Type:**	Transportation	
		Amount			
Project G/L #:			**Project Manager:**	Moisey Abdurakhm	Design
					Construction
			Project Duration	6 months	

PROJECT DESCRIPTION

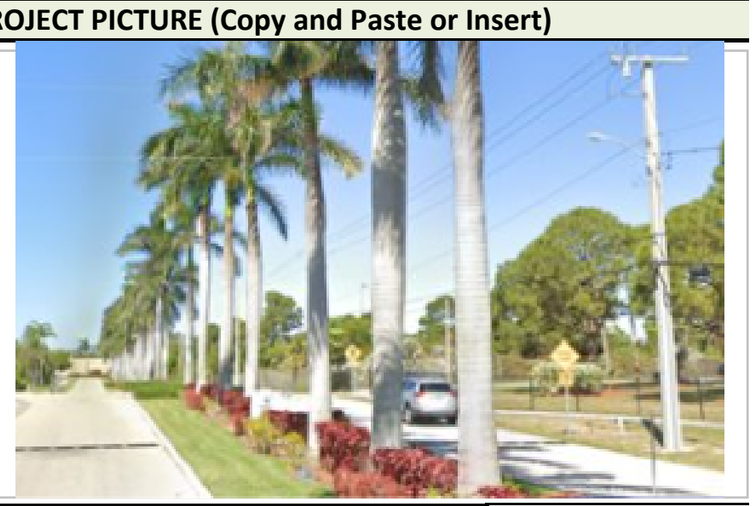
Preliminary Design of Seacrest Blvd. Streetscape Improvements (Woolbright Road to Boynton Beach Boulevard). Streetscape improvements including landscaped medians, improved traffic patterns, and improved drainage.

BUSINESS CASE

To beautify this important stretch of roadway including needed traffic pattern and drainage improvements. Intention is to complete the preliminary design and to provide to the County for inclusion in their 5-year plan.

DISTRICT

PROJECT PICTURE (Copy and Paste or Insert)



PROJECT SCHEDULE	**Start**		**Completion**	
	Estimated	Actual	Estimated	Actual
Planning / Study				
Design	Mar-2025		Sep-2025	
Contract Advertise/Award				
Construction				
Project In Service Date				

PROJECT PRIORITY		
High		Critical - tied to mandates or safety
Medium	✔	Maintain level of service, operational savings
Low		Moderate benefit

PROJECT CRITERIA	
Replacement of Facilities/Equipment (New)	
Expansion of Facilities (Modification)	
Enhance Service to Public	✔
Regulatory or Commission Mandate	
Reduce Costs	
Generate Revenue	
Health & Safety	
Security / Fire Control	
ADA Complaince	

RISKS/CHALENGES

Possibility County does not agree to include this project in their

SOURCE OF FUNDS	**Prior Years**	**FY 23/24**	**FY 24/25**	**FY 25/26**	**FY 26/27**	**FY 27/28**	**Project Total**
General Gov't CIP Fund (302)			161170				$ 161,170.00
Local Gov't Surtax Cap Fund (303)							$ 0.00
Local Option Gas Tax (104)							$ 0.00
Parks & Rec Trust Fund (141)							$ 0.00
Rec Program Revenue Fund (172)							$ 0.00
Public Service-Debt Fund (207)							$ 0.00
Utility Cap Improv Fund (403)							$ 0.00
Utility Cap-Fees (404)							$ 0.00
Golf Fund (411)							$ 0.00
Debt							$ 0.00
Grant(s)							$ 0.00
Grant Name(s):	(1) _____ and _____ % share)				(2) _____ and _____ % share)		
TOTAL	$ 0.00	$ 0.00	$ 161,170.00	$ 0.00	$ 0.00	$ 0.00	$ 161,170.00

USE OF FUNDS	**Prior Years**	**FY 23/24**	**FY 24/25**	**FY 25/26**	**FY 26/27**	**FY 27/28**	**Project Total**
Planning/Design			161170				$ 161,170.00
Construction							$ 0.00
Furniture & Equipment							$ 0.00
Technology Software/Hardware							$ 0.00
Art (1% of Construction)							$ 0.00
Contingency							$ 0.00
Program Management							$ 0.00
TOTAL	$ 0.00	$ 0.00	$ 161,170.00	$ 0.00	$ 0.00	$ 0.00	$ 172,000.00

Impact on Operating Budget	**Prior Years**	**FY 23/24**	**FY 24/25**	**FY 25/26**	**FY 26/27**	**FY 27/28**	**Project Total**
Revenues (List:_____)							$ 0.00
Personnel							$ 0.00
Other Operating							$ 0.00
Supplies							$ 0.00
Capital Outlay							$ 0.00
TOTAL	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00

	Date		**Date**
Submitted by: Rick Hoffer	2/11/25	**Dept. Director:**	

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/18/2025

Proposed Resolution No. R25-052- Award two (2) task order proposals, Task No. 213 with All County Paving and Task No. 196 with Atlantic Southern Paving and approve a budget amendment to appropriate funds needed to award All County Paving as the next pre-qualified vendor for the Quantum Boulevard asphalt path in the amount of $164,980 plus a 15% contingency of $24,747 and award Atlantic Southern Paving as the following pre-qualified vendor for the SE 3rd Street improvements in the amount of $305,663.80 plus a 10% contingency of $30,566.38 if needed for staff approval of change orders for unforeseen conditions for a total expenditure of $525,957.18 based on costs provided by All County Paving and Atlantic Southern Paving. These task order proposals are issued in accordance with bid number PWE22-008 for "Asphalt and Sidewalk Rehabilitation;" as awarded by the City Commission on April 5th, 2022.

Requested Action:

Staff recommends approval of Proposed Resolution No. R25-052.

Explanation of Request:

The FY 2025 Budget was adopted in September 2024. A budget amendment is required to increase the Capital Improvement Projects expenditures due to asphalt and sidewalk work that needs to completed throughout the City. The estimate for the projects is $471,000 plus contingencies of $56,000 for a total of $527,000 of fund balance appropriation.

All County Paving will be awarded the Quantum Boulevard project. The project will include replacement of aging portions of an 8’ W asphalt walking path that services the surrounding communities that is at the end of its useful service life.

Atlantic Southern Paving would be awarded the SE 3 rd Street project. The project will include resurfacing the existing road segment that is currently at the end of its useful service life the subject segment that spans from SE 12th Ave to SE 6 th Ave. Additionally, the pedestrian network requires sidewalk repairs, new sidewalk infill, ADA compliance, and street parking provisions due to the small ROW/setbacks on this particular segment.

How will this affect city programs or services?

These two projects will preserve neighborhoods, protect the environment, provide a more appropriate street for the community, provide friendly approaches for bicyclists and pedestrians, and increase safety.

Account Line Item and Description:

302-4905-580-63-08 - Improvements Other than Bldgs/Street Improvements.

Fiscal Impact:

CIP 302 Fund Balance appropriation of $527,000.

Attachments:
R25-052 Agenda Item 2730-2025 All County Paving and Atl. Southern Paving (Task Order No. 213 and 196) Amendment.docx
Composite Exhibit A to Resolution - Quantum Asphalt Pathway.pdf
Composite Exhibit A to Resolution -SE 3rd St .pdf
Proposal ASPS .pdf
Proposal-ASPS-Quantum Blvd.pdf
Project Allocations.pdf
Proposal- All County .pdf
Proposal -All County Quantum Blvd Asphalt REV1.pdf
FY24-25 BT 02.18.25 Quantum & SE 3rd St CIP (Fund 302).pdf
BID PWE22-008 ext to 4-4-2026 - Atlantic Southern Paving 1.pdf
R22-057 & Agreements.pdf
RFPs-BIDs extensions -.pdf
BID extension request - 12-17-2024 .pdf
BID PWE22-008 ext to 4-4-2026 - All County Paving -.pdf
CIP - Project Sheet Task 196 SE 3rd St Resurfacing.pdf
CIP - Project Sheet-Task 213 Quantum Blvd Asphlat Path Repairs.pdf

RESOLUTION NO. R25-052

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A BUDGET AMENDMENT FOR FISCAL YEAR 2024-2025, CAPITAL IMPROVEMENT PROJECTS ("CIP") BUDGET, TO INCREASE CIP EXPENDITURES, AWARD TASK ORDER NO. 213 WITH ALL COUNTY PAVING AND TASK ORDER NO. 196 WITH ATLANTIC SOUTHERN PAVING; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Fiscal Year 2024-2025 Budget was adopted on September 23, 2024; and

WHEREAS, staff is requesting Commission approval to amend the Fiscal Year 2024-2025 budget; and

WHEREAS, a Budget Amendment is needed to appropriate the funds necessary to award All County Paving as the next pre-qualified vendor for the Quantum Boulevard asphalt path (Task No. 213) in the amount of $164,980, plus a 15% contingency of $24,747, and to award Atlantic Southern Paving as the pre-qualified vendor for the SE 3rd Street Improvements (Task No. 196) in the amount of $305,663.80 plus a 10% contingency of $30,566.38 if needed for staff approval of change orders for unforeseen conditions for a total expenditure of $525,957.18; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve a Budget Amendment for Fiscal Year 2024-2025, Capital Improvement Projects ("CIP") Budget, to increase the CIP expenditures to $471,000 plus contingencies of $56,000, for a total of $527,000 of General Fund Balance appropriation, and award Task Order No. 213 with All County Paving and Task Order No. 196 with Atlantic Southern Paving.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve a Budget Amendment for Fiscal Year 2024-2025, CIP Budget, to use funds for $527,000 for the Quantum Boulevard asphalt path (Task #213) and for the SE 3rd Street Improvements (Task #196), as further detailed in Composite Exhibit A, attached hereto.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute Task Order No. 213 with All County Paving and Task Order No. 196 with Atlantic Southern Paving.

SECTION 4. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney



Quantum Blvd. Asphalt Walking Path Replacement

REMOVE AND REPLACE 8' ASPHALT PATHWAY IN AREAS SHOWN. SEE BOYNTON BEACH ENGINEERING STANDARD DETIL (pg. 4)

Root Prune as required at each tree location, remove all deleterious material, install new 6" TH rock base & compaction operations , install 1 " Type S-III Asphalt



Quantum Blvd. Asphalt Walking Path Replacement

REMOVE AND REPLACE 8' ASPHALT PATHWAY IN AREAS SHOWN. SEE BOYNTON BEACH ENGINEERING STANDARD DETIL (pg. 4)

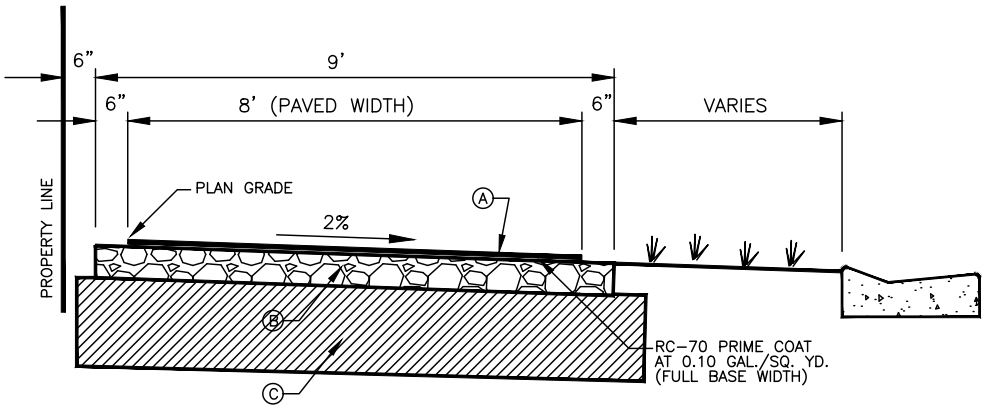
Root Prune as required at each tree location, remove all deleterious material, install new 6" TH rock base & compaction operations , install 1 " Type S-III Asphalt



Quantum Blvd. Asphalt Walking Path Replacement

REMOVE AND REPLACE 8' ASPHALT PATHWAY IN AREAS SHOWN. SEE BOYNTON BEACH ENGINEERING STANDARD DETIL (pg. 4)

Root Prune as required at each tree location, remove all deleterious material, install new 6" TH rock base & compaction operations , install 1 " Type S-III Asphalt



NOTE:
THIS PATHWAY MAY ONLY BE USED WHERE SHOWN ON APPROVED MASTER CIRCULATION PLAN.

Ⓐ WEARING SURFACE: 1" TYPE S-3, OR 1 1/4" TYPE S-1 OR TYPE II ASPHALTIC CONCRETE.

Ⓑ BASE: 6" COMPACTED LIMEROCK OR SHELLROCK TO LBR 100 MIN.

Ⓒ SUBBASE: 12" COMPACTED SUBGRADE TO 93% AASHTO T-18.

Repair base layer as needed at root intrusion locations and re-compact prior to placement of new asphalt 1" th. (typ.-all repair locations)

BOYNTON BEACH ENGINEERING STANDARD DETAIL

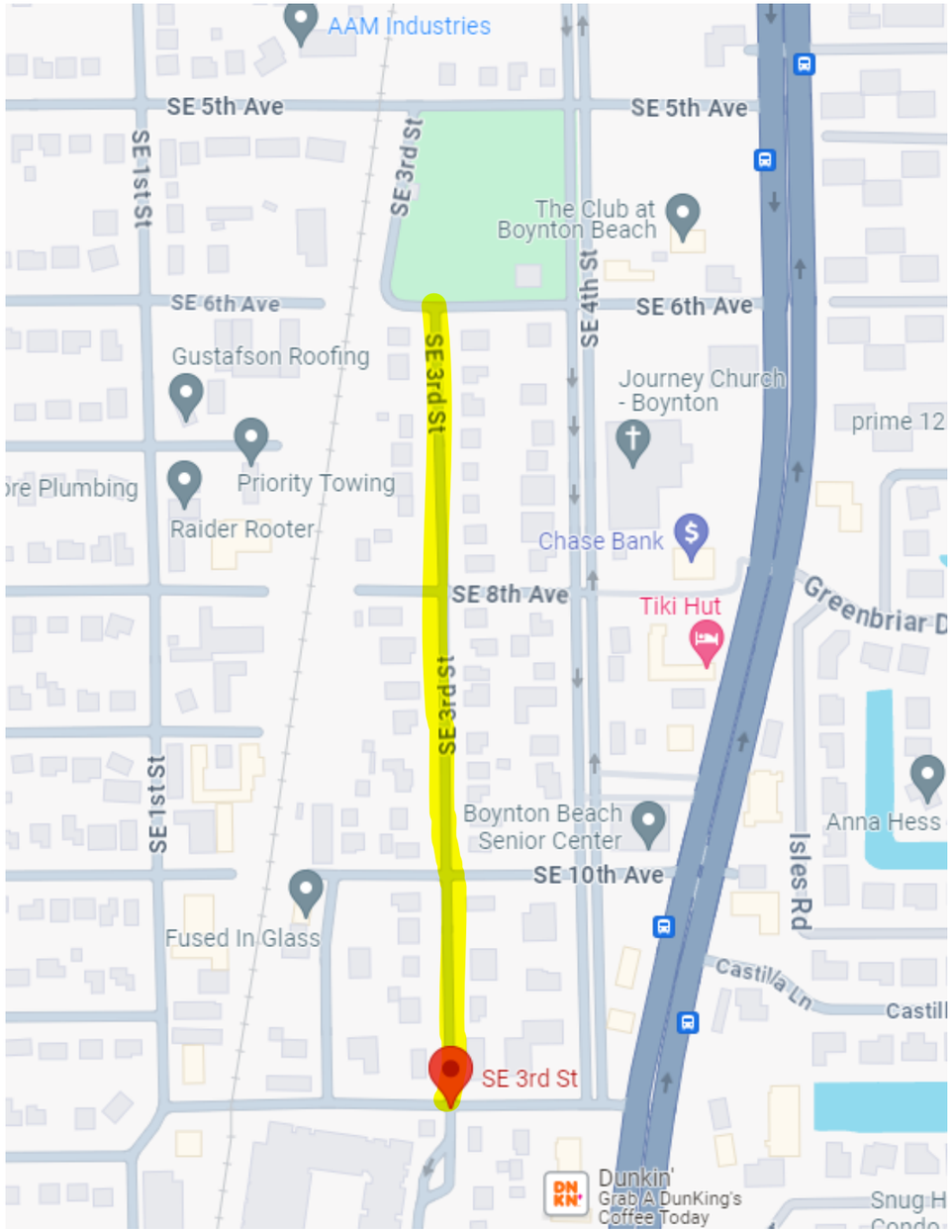
CITY OF BOYNTON BEACH

PATHWAY: ASPHALT

EFF. DATE 02/20

DETAIL. NO. P-19

VICINITY MAP north



SCOPE OF WORK

Remove all existing D Curbing and construct structural base along EOP& swale ROW interface (to function as new road base edge reinf./rock base to extend 6" min from new EOP)

Mill 1 1/2" -existing asphalt

Perform new base course leveling through entire road cross section and restore road crown as per CBB Std Engineering Detail P-1 "Roadway Design Criteria" /Local w/ Swale

Cut & Contour all swales to 6" min. depth from EOP elevation (4" Min.to top of new sod -see detail on sht 4 for 6'W swale profile)

Re-sod all newly contoured swale areas

Construct new 4" th. sidewalk where depicted (6" Th required for driveway crossings and as noted

Remove/replace damage sidewalk as noted Construct new sidewalk runs, ramps & ADA mats as depicted

Construct new Type D curbing at ramp locations as depicted (5' long w/ 3' tapered end at opposing sides of ramp locations as depicted

Furnish/Install new pavement marking & RPM's as shown to conform to PB co. Std "TP-21"

Replace single post sign/ and or street signs as per call out

Remove tree & overgrowth where in conflicting with new sidewalk locations & root prune as needed

Remove replace non-conforming driveway apron at new sidewalk locations as per CBB Standard Engineering Details

GOVERING SPECS/STDS

Road Design - CBB Std Engineering Details

Pavement Markings - Palm Beach Co Standards "TP-21"

Curbing-Gutter-ADA Ramps - FDOT Standard Plans Index '24-'25 (520 & 522)

Signage - CBB Std Engineering Details & MUTCD

Base & Asphalt Materials - FDOT Standard Specifications for Road & Bridge construction '24-'25 (Base Courses & Flexible Pavement Materials)

Swale Design Citeria- CBB Std Engineering Details

Sidewalk Construction - CBB Std Engineering Details & FDOT Standard Plans Index (522-01)

TASK 196 - SE 3rd St Improvements

north

A Step Above Early Learning

SE 12th Ave

SE 10th Ave

SE 3rd St

Remove/replace non-conforming driveway aprons that won't match sidewalk for ADA Stds/conformance (typ.- all driveway locations)

Limit of new asphalt pavement

Demo/ remove all existing "D" curbing and pavement edges entire length of road both sides -"typ"' (Note: no existing curbing from 8th ave to 6th on west side of roadway)

Demo/replace 4X16 approach slab,ramp & mat

Demo/replace 4X8 ramp & mat

Furnish install new stop bar, 6"dbl. ylw & 4 RPMs

Construct new concrete apron 8'x36'

Construct new concrete apron 8'x18'

30x7 base repair

Remove/replace non-conforming driveway aprons that won't match sidewalk for ADA Stds/conformance (typ.- all driveway locations)

Base repair required to correct subsidence & standing water condition

4x10

4x34 (6")

6" White Edge line (typ.)

Cut/contour all swales to reflect CBB std Engineering Detail D-13

4x24 (6")

6" White Edge line (typ.)

Cut/contour all swale areas to reflect CBB std Engineering Detail D-13

4x10

4x10

4x20 (6")

4x10

4x4

Construct new concrete apron 8'x24'

4x12 (6")

4x8

4x4

4x4

START ROAD CONSTRUCTION

Approximate line of road subsidence/"ponding" locations

Furnish/install new single post Stop Sign & Street Signs (det. G9 & G10)

Furnish/Install new 5' Std Crosswal (PBCo. Stds - "TP-21"

Construct 16 LF of type D curbing with transition end at both sides of pedestrain ramp (8' ea side of ramp)

Construct new 4"th x 4'W x 137 LF concrete sidewalk (6" th. at driveway locations-"typ.") w/ ramp & mat

Base repair 30'x10'

Limit of new asphalt pavement

Construct 16LF of type D curbing with transion end as shown (all new ramp locations-Typ.)

20'x8' base repair

Construct new 4"th x 4'W x 377 LF concrete sidewalk (6" th. at driveway locations-"typ.") w/ ramp & mat

4x10

4x4

4x12 (6")

Base leveling required along axis of ponding

6" White Edge line (typ.)

Construct 16LF of type D curbing with transion end as shown (all new ramp locations-Typ.)

Remove existing asphalt -construct new corner radius at 25' and construct new ADA ramp & mat to align w/ new sidewalk

Base leveling required along axis of ponding

Construct new concrete apron 8'x39' & construct new s/w 4" 5' ea side of drive to work new cross slope+36' 6" th. thru drive

4x8 (6")

construct 8x16 conc. apron

Remove 8" DBH Oak Tree

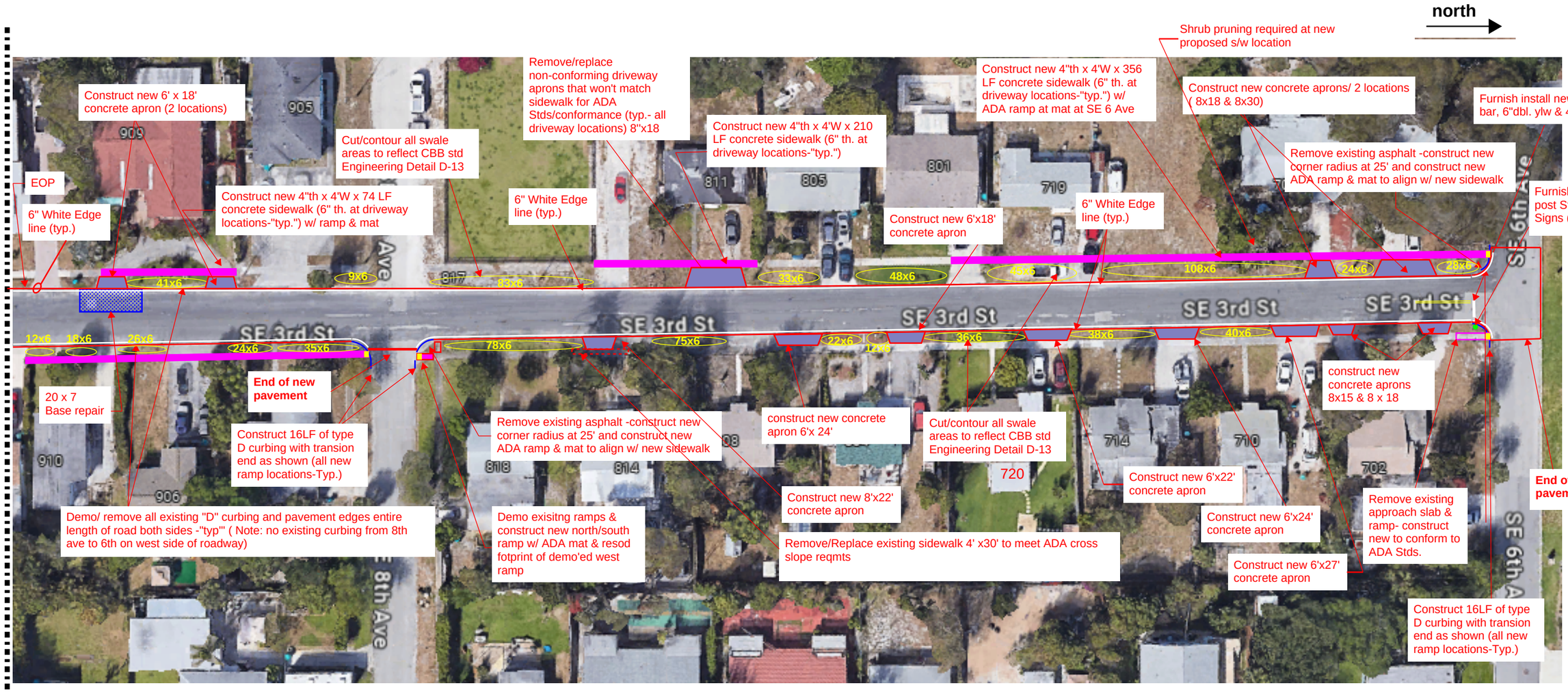
Construct new concrete apron 8'x16'

Cut/contour all swale areas to reflect CBB std Engineering Detail D-13

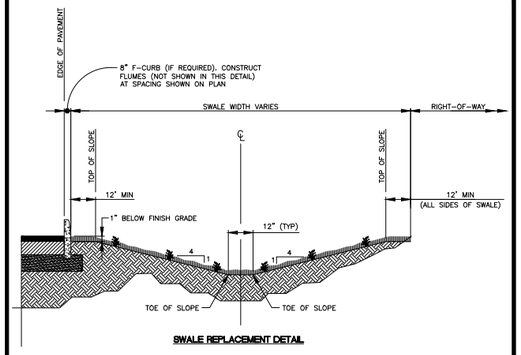
Remove 1 section of existing fence and shrubs in conflict with proposed sidewalk location "922"

Remove existing asphalt and ramp-construct new corner radius at 25' and construct new ADA ramp & mat

TASK 196 - SE 3rd St Improvements



TASK 196 - SE 3rd St Improvements

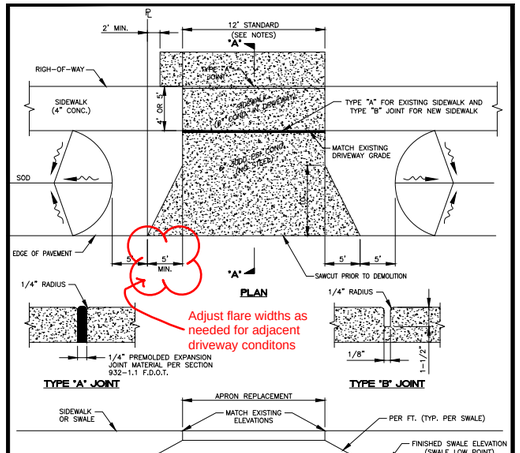


SWALE REPLACEMENT DETAIL

1. SOD SHALL BE PLACED PER SPECIFICATIONS.
2. STANDARD MAXIMUM SWALE DEPTH SHALL BE 9" AND MINIMUM 6".
3. OFFSET BOTTOM OF SWALE AS REQUIRED. DEEPER SWALES MAY BE APPROVED BY THE DEPARTMENT FOR SPECIFIC SITE CONDITIONS.
4. 12" FLAT AT BOTTOM OF SWALE MAY BE OMITTED WHEN REQUIRED TO ATTAIN 4:1 SLOPES.
5. DEEPER SWALES MAY BE APPROVED BY THE DEPARTMENT FOR SPECIFIC SITE CONDITIONS.
6. SWALES MUST BE INSPECTED AND APPROVED BY UTILITIES PRIOR TO INSTALLING SOD.

BOYNTON BEACH ENGINEERING STANDARD DETAIL

CITY OF BOYNTON BEACH	SWALE REPLACEMENT DETAIL	EFF. DATE 02/20 DETAIL NO. D-13



NOTES:

1. 10' MINIMUM APRON WIDTH MAXIMUM 24' PER STREET FRONTAGE (FOR DOUBLE APRON OR CIRCULAR).
2. NO PAVERS OR STAMPED CONCRETE APRONS.

BOYNTON BEACH ENGINEERING STANDARD DETAIL

CITY OF BOYNTON BEACH	RESIDENTIAL DRIVEWAY SWALE SECTION (CONCRETE)	EFF. DATE 02/20 DETAIL NO. K-14

ROADWAY DESIGN CRITERIA

ROADWAY TYPE	ROW WIDTH (MIN.)	NUMBER OF LANES	PAVEMENT WIDTH (MIN.)	LONG. GRADE (%)	ASPHALT THICKNESS TYPE S-1 OR TYPE 12.5 S-III (1 LIFT)	ASPHALT THICKNESS TYPE S-1 OR TYPE 9.5 S-III (2 LIFT)	NOTES
ALLEY	20'	2	18'	0.40%-2.4%	1 1/4"	1 1/2"	(1)
MARGINAL ACCESS	40'	2	22'-34'	0.32%-2.4%	1 1/4"	1 1/2"	-
LOCAL (CURB & GUTTER)	50'	2	22'	0.24%-2.4%	1 1/4"	1 1/2"	(2)
LOCAL (W/ SWALES)	60'	2	22'	0.32%-2.4%	1 1/4"	1 1/2"	(2)
LOCAL (NON-RES.) *	50'	2	24'	0.24%-2.4%	1 1/2"	1 3/4"	(7)
COLLECTOR	80'	3 (MIN.)	36' (MIN.)	0.32%-2.4%	1 1/2"	1 3/4"	(2) (3)
ARTERIAL	120'	5 (MIN.)	60' (MIN.)	0.24%-2.4%	1 3/4"	2"	(3)

REFER TO DETAIL # P-2 FOR PAVEMENT COMPOSITIONS.

* USE ON LOCAL RESIDENTIAL STREETS WHERE THE ADT IS > 2000 TRIPS/DAY, AND ON ALL RETAIL/COMMERCIAL/INDUSTRIAL STREETS (ROADWAYS).

NOTES:

1. ALLEYS ARE REQUIRED ALONG REAR LOT LINES OF COMMERCIAL SUBDIVISIONS AND ARE ALLOWED IN INDUSTRIAL SUBDIVISIONS. ALLEYS REQUIRE AN INVERTED CROWN W/ 3% CROSS (ADVERSE) SLOPE.
2. RIGHT-OF-WAY MAY BE REDUCED BY EIGHT (8) FEET IF ADEQUATE PEDESTRIAN CIRCULATION IS PROVIDED BY BICYCLE/PEDESTRIAN PATHS LOCATED OUTSIDE THE RIGHT-OF-WAY.
3. THIS MAY INCLUDE TURNING LANES.
4. REFER TO CITY'S LAND DEVELOPMENT REGULATIONS (CHAPTER 4, ARTICLE V111, SECTION 3.C) FOR DETAILED ROADWAY DEVELOPMENT CRITERIA NOT DEFINED ON THESE DETAILS.
5. DESIGN AND CONSTRUCTION IS INTENDED TO FOLLOW THE CRITERIA OF THE F.D.O.T. "STANDARDS FOR ROAD AND BRIDGE CONSTRUCTION", CURRENT EDITION, CITING THE "ROADWAY AND TRAFFIC DESIGN STANDARDS" CURRENT EDITION WHERE APPLICABLE.
6. SIDEWALKS SHALL BE CONSTRUCTED ON BOTH SIDES OF ALL LOCAL AND COLLECTOR STREETS, AND ON ONE SIDE OF THE MARGINAL ACCESS STREETS.
7. IN COMMERCIAL AND INDUSTRIAL SUBDIVISIONS, ALL LOCAL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH THE REQUIREMENTS FOR A COLLECTOR STREET.
8. ALL INTERSECTING STREET R/W LINES SHALL BE JOINED BY A LONG CHORD WITH A MINIMUM RADIUS OF 25 FEET.
9. ROAD GRADES SHALL BE SHOWN ON THE DEVELOPMENT PLANS BY THE DIRECTIONAL, PERCENT (%) FALL, AND WITH A CENTERLINE LINEAL DISTANCE BETWEEN CONTROL POINTS.
10. SP-12.5 AND SP-9.5 MAY BE SUBSTITUTED FOR S-1 & S-III, RESPECTIVELY.
11. S-1 LIFT THICKNESS (PER FDOT SECTION 334) SP-9.5 MINIMUM 3/4" AND A MAXIMUM OF 1-1/4"
12. S-III LIFT THICKNESS (PER FDOT SECTION 334) SP-12.5 MINIMUM 1-1/4" AND A MAXIMUM OF 2-1/2"

BOYNTON BEACH ENGINEERING STANDARD DETAIL

CITY OF BOYNTON BEACH	ROADWAY DESIGN CRITERIA	EFF. DATE 02/20 DETAIL NO. P-1

TABLE OF MATERIALS AND CONSTRUCTION STANDARDS:
RESIDENTIAL ACCESS AND LOCAL STREETS

COMPONENT (1)	DESCRIPTION OF MATERIALS	CONSTRUCTION STANDARDS MINIMUM IN PLACE		NOTES
		THICKNESS (2)	METHOD (3)	
(A)	TYPE S-1 OR SP 12.5 ASPHALTIC CONCRETE	1-1/4"	ONE (1) LIFT	
	TYPE S-3 OR SP-9.5 ASPHALTIC CONCRETE	1-1/2"	TWO (2) EQUAL LIFTS	TACK COAT REQUIRED WITH MULTIPLE LIFTS
(B)	LIMEROCK	6"	COMPACTED	
	SHELLROCK	8"	COMPACTED	SEE DETAIL DRAWINGS FOR PRIME COAT NOTATION
	CRUSHED CONCRETE	8"	COMPACTED	
(C)	SUBGRADE	12"	COMPACTED	[3]
	SUBGRADE	12"	STABILIZED TYPE B	[4]

KEY

[1] A = PAVEMENT, B = BASE, C = SUBGRADE

[2] ALL DIMENSIONS REFER TO COMPACTED THICKNESS.

[3] COMPACTED TO AT LEAST 98% MAXIMUM DENSITY PER A.A.S.H.T.O. T-180 SPECIFICATION.

[4] STABILIZE TO L.B.R. VALUE OF 40 FOR LOCAL STREETS, AND TO L.B.R. VALUE OF 50 OR GREATER FOR HIGHER STREET CLASSIFICATIONS.

BOYNTON BEACH ENGINEERING STANDARD DETAIL

CITY OF BOYNTON BEACH	PAVEMENT COMPOSITION RESIDENTIAL ACCESS AND LOCAL STREETS	EFF. DATE 02/20 DETAIL NO. P-2

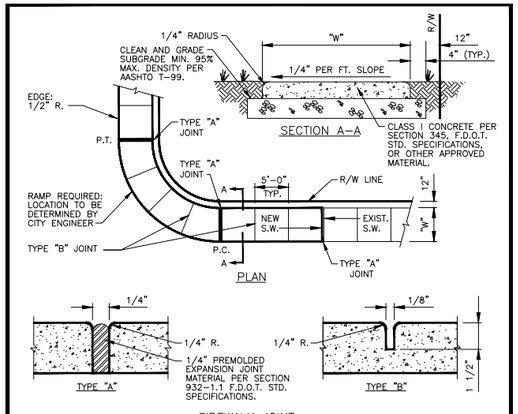


TABLE OF SIDEWALK THICKNESS - "T"	
RESIDENTIAL AREAS	4"
WITHIN 10' OF CROSS-STREETS, AT DRIVEWAYS & OTHER AREAS	6"

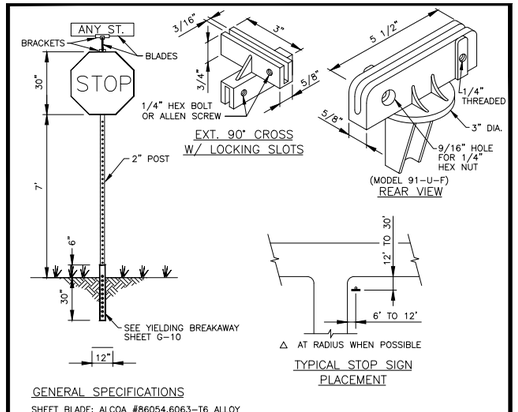
TABLE OF SIDEWALK WIDTHS - "W"	
SINGLE-FAMILY AREAS	4'*
MULTI-FAMILY AREAS	5'
OTHER AREAS AS SPECIFIED BY THE LAND DEVELOPMENT REGULATIONS.	

* MINIMUM.

TABLE OF SIDEWALK JOINTS	
TYPE	LOCATION
"A"	P.C. AND P.T. OF CURVES, JUNCTION OF EXISTING & NEW SIDEWALKS & EVERY 30'.
"B"	5'-0" CENTER TO CENTER ON SIDEWALKS SCORED DURING PLACEMENT ~~OR SAWCUT WITHIN 24 HOURS OF PLACEMENT~~
"A"	WHERE SIDEWALK ABUTS CONCRETE CURBS, DRIVEWAYS, AND SIMILAR STRUCTURES

BOYNTON BEACH ENGINEERING STANDARD DETAIL

CITY OF BOYNTON BEACH	SIDEWALK CONSTRUCTION DETAIL	EFF. DATE 02/20 DETAIL NO. P-16



GENERAL SPECIFICATIONS

SHEET BLADE: ALCOA #86054.6063-T6 ALLOY ETCHED, DEGREASED WITH #1200 ALODINE FINISH WITH #2277 GREEN SCOTCHLITE BACKGROUND OR EQUAL DIMENSIONS - 6" H., 24",30" OR 36" L.

LETTER: NAME - 4" SERIES 'B' #2270 SCOTCHLITE (SLAVER) OR EQUAL - SUFFIX - 2" SERIES AS ABOVE.

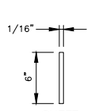
BRACKETS: SUPR-LOK PRUF.

POST: 2" SQUARE GALVANIZED STEEL SIGN POST WITH BAKED GREEN ALKYD FINISH PER A.S.T.M. - A - 123 WITHOUT ANCHOR PLATES. SEE DETAIL SHEET.

CONCRETE BASE: 2000# AS SHOWN.

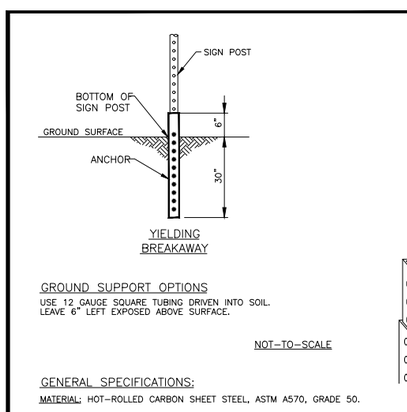
STOP SIGN: R1-1 MUTCD - 30"x30" (HIGH INTENSITY)

LOCATION: ONE PER INTERSECTION AS INDICATED ON THE PLANS.



BOYNTON BEACH ENGINEERING STANDARD DETAIL

CITY OF BOYNTON BEACH	STREET SIGN/STOP SIGN DETAIL	EFF. DATE 02/20 DETAIL NO. G-9



GROUND SUPPORT OPTIONS

USE 12 GAUGE SQUARE TUBING DRIVEN INTO SOIL. LEAVE 6" LEFT EXPOSED ABOVE SURFACE.

NOT-TO-SCALE

GENERAL SPECIFICATIONS:

MATERIAL: HOT-ROLLED CARBON SHEET STEEL, ASTM A570, GRADE 50.

POST: SQUARE PERFORATED, WELDED STEEL TUBING, VARIOUS SIZES, 3 GAUGES BEING 14,12 & 10 FOR EXTRA HEAVY-DUTY REQUIREMENTS. QWIK-PUNCH SQUARE POSTS ARE 1-3/4" & 2" IN 14 GAUGE ONLY.

FABRICATION: STRAIGHT WITH SMOOTH FINISH. SHALL BE POSSIBLE TO TELESCOPE CONSECUTIVE SIZES WITH MINIMUM OF PLAY.

FINISH: HOT DIPPED GALVANIZING WITH CONVERSION COATING TOPPED WITH A CLEAR POLYMER COATING.

ANCHOR: GROUND SUPPORT IS MOST COMMON. OMNI ANCHOR/SLEEVE AVAILABLE FOR LOOSE SOIL CONDITIONS.

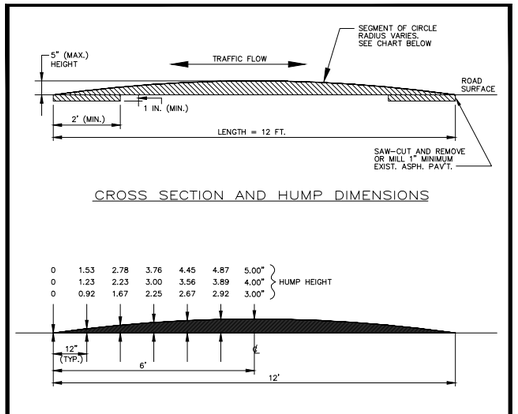
FASTENERS: DRIVE RIVETS FOR ONE-PIECE FASTENER. STANDARD HEX NUTS AND BOLTS COMMON. CORNER BOLTS USED FOR TAKING UP FIT TOLERANCE IN TELESCOPING ASSEMBLIES.

SIGNS: REGULATORY, WARNING, GUIDE, SPECIFIC SERVICE, TOURIST-ORIENTED, RECREATIONAL AND CULTURAL INTEREST AREA PER THE M.U.T.C.D., LATEST EDITION.

LOCATION: AS INDICATED ON PLANS.

BOYNTON BEACH ENGINEERING STANDARD DETAIL

CITY OF BOYNTON BEACH	"TELESPAR" SIGN SUPPORT SYSTEM	EFF. DATE 02/20 DETAIL NO. G-10



HUMP HEIGHT	SURFACE RADIUS	SPEED LIMIT
5"	43.43'	15
4"	54.22'	20
3"	72.12'	25

BOYNTON BEACH ENGINEERING STANDARD DETAIL

CITY OF BOYNTON BEACH	TRAFFIC CALMING STANDARD SPEED HUMP CONSTRUCTION DETAILS	EFF. DATE 02/20 DETAIL NO. P-26

Mill and Pave Proposal

City Of Boynton Beach Public Works

Carl Frumenti

Project:

SE 3rd St Improvements / Task 196
SE 3rd St
Boynton Beach, FL 33435

ATLANTICSOUTHERN
PAVING AND SEALCOATING

Rich Atzert
Account Manager

Our Company

Company Info



Atlantic Southern Paving and Sealcoating
6301 West Sunrise Blvd
Sunrise, Florida 33313

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F: 954-581-0465
http://www.atlanticsouthernpaving.com

Contact Person

Rich Atzert
Account Manager
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About Us

We Solve Problems and Make Complicated Simple!

We understand that as a manager, owner or investor of properties all over the United States, you need a partner to develop a strategic plan that will preserve your investment for the long term for the least amount of money.

Atlantic Southern Paving & Sealcoating provides pavement design, maintenance & construction services to the commercial, recreational and industrial markets throughout the United States.

Please find the enclosed proposal and do not hesitate to call us with any questions.

Watch a Video About Us: CLICK HERE

FDOT Certified Contractor

MOT

1. Item 20 - Flagmen
   672 hours @ $26.25 per hour
   $17,640.00

   Total Price: $17,640.00

Landscaping

1. Item 35 - tree removal
   1 @ $1,600.00 each
   $1,600.00

   Total Price: $1,600.00

Swale Grading

1. Item 52 - swale grading
   1,393 SY @ $45.00 per SY
   $62,685.00

   Total Price: $62,685.00

Concrete

1. Item 147 - handicap mats
   10 @ $250.00 each
   $2,500.00
2. Item 145 - 4" concrete replacement
   512 SF @ $7.50 per SF
   $3,840.00
3. Item 146 - 6" concrete replacement
   4,602 SF @ $12.50 per SF
   $57,525.00
4. Item 144 - 6" concrete
   1,072 SF @ $15.00 per SF
   $16,080.00
5. Item 142 - 4" concrete
   3,544 SF @ $7.75 per SF
   $27,466.00
6. Item 131 - D curb removal
   2,518 LF @ $10.00 per LF
   $25,180.00

   Total Price: $132,591.00

Mill and Pave

1. Item 88 - 1 1/2" milling
   5,008 SY @ $3.60 per SY
   $18,028.80
2. Item 71 - 1 1/2" asphalt
   421 tons @ $140.00 per ton
   $58,940.00
3. Item 48 - 6" limerock
   430 SY @ $15,00 Per SY
   $6,450.00

Total Price: $83,418.80

Striping

1. Item 102 - 6" yellow
   100 LF @ $1.80 per LF
   $180.00
2. Item 103 - 6" white
   3,000 LF @ $1.80 per LF
   $5,400.00
3. Item 111 - 24" white
   24 LF @ $10.00 per LF
   $240.00
4. Item 108 - 12" white
   90 LF @ $6.10 per LF
   $549.00
5. Item 121 - Y/Y RPMs
   8 @ $15.00 each
   $120.00
6. Item 123 - single post one sign
   2 @ $370.00 each
   $740.00
7. Item 127 - street signs
   4 @ $125.00 each
   $500.00

Total Price: $7,729.00

Exhibit



Notes:

Exhibit



TASK 196 - SE 3rd St Improvements

Notes:

Price Breakdown: SE 3rd St Improvements / Task 196

Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on November 11, 2024.

Item	Description	Cost
1.	MOT	$17,640.00
2.	Landscaping	$1,600.00
3.	Swale Grading	$62,685.00
4.	Concrete	$132,591.00
5.	Mill and Pave	$83,418.80
6.	Striping	$7,729.00
	Total:	**$305,663.80**

Authorization to Proceed & Contract

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined. When signed, this document becomes a contract. E&OE

We understand that if any additional work is required different than what is stated in this proposal/contract, it must be in a new contract or added to this contract. The parties also acknowledge that the time for performance of the work may be impacted by market conditions beyond contractor's control in which event the contract time shall be extended.

Please see all attachments for special conditions that may pertain to aspects of this project.

This price of this contract is based upon completion of the work within thirty days from the date hereof, thus the price is good for a period of up to 30 days from the date listed herein. If the work is not completed within thirty days, and the contractor experiences price increases for materials in excess of those upon which the price of this contract were based as of the date hereof, the contract price shall be increased by the amount of the documented price increase.

Acceptance

We agree to pay the total sum or balance in full upon completion of this project.

No deposit required.

Date: _____



Carl Frumenti | Project Manager
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222 NE 9th Ave
Boynton Beach, FL 33435
frumentic@bbfl.us
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O: 561-512-4408

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P: 954-581-5805
F: 954-581-0465
http://www.atlanticsouthernpaving.com

Asphalt Path Repair Proposal

City Of Boynton Beach Public Works

Carl Frumenti

Project:

Quantum Blvd Asphalt Path Repairs

Quantum Blvd
Boynton Beach, Fl 33435

ATLANTICSOUTHERN
PAVING AND SEALCOATING

Rich Atzert
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Our Company

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Watch a Video About Us: CLICK HERE

FDOT Certified Contractor

MOT

1. Item 4 - type I barricades
   250 @ $9.00 each
   $2,250.00
2. Item 20 - flagmen
   432 hours @ $26.25 per hour
   $11,340.00

   Total Price: $13,590.00

Asphalt Path Repair

1. Item 95 - 8' asphalt path
   3,164 SY @ $60.00 per SY
   $189,840.00
2. Item 37 - root pruning
   800 LF @ $67.00 per LF
   $53,600.00
3. Item 28 - Sod
   1,582 SY @ $5.50 per SY
   $8,701.00

   Total Price: $252,141.00

Exhibit



Quantum Blvd. Asphalt Walking Path Replacement

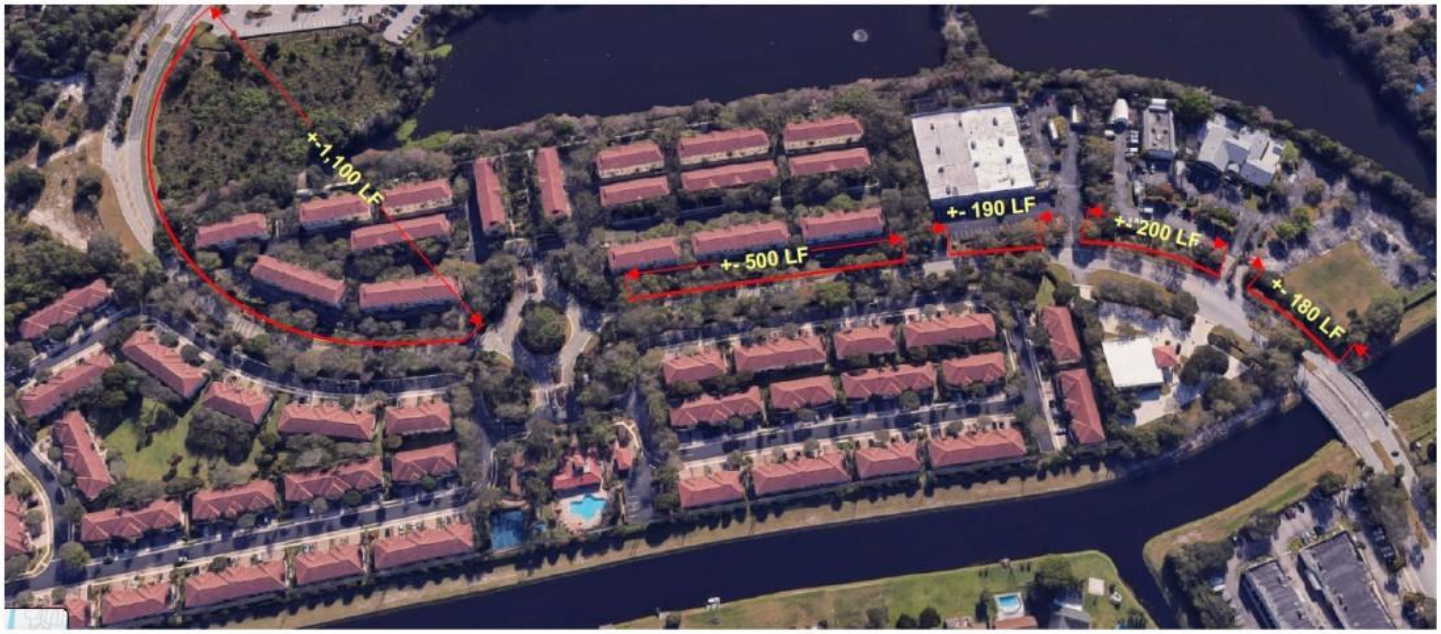
REMOVE AND REPLACE 8' ASPHALT PATHWAY IN AREAS SHOWN. SEE BOYNTON BEACH ENGINEERING STANDARD DETIL (pg. 4)

Root Prune as required at each tree location, remove all deleterious material, install new 6" TH rock base & compaction operations , install 1 " Type S-III Asphalt

1

Notes:

Exhibit



Quantum Blvd. Asphalt Walking Path Replacement

REMOVE AND REPLACE 8' ASPHALT PATHWAY IN AREAS SHOWN. SEE BOYNTON BEACH ENGINEERING STANDARD DETIL (pg. 4)

Root Prune as required at each tree location, remove all deleterious material, install new 6" TH rock base & compaction operations , install 1 " Type S-III Asphalt

2

Notes:

Exhibit



Quantum Blvd. Asphalt Walking Path Replacement

REMOVE AND REPLACE 8' ASPHALT PATHWAY IN AREAS SHOWN. SEE BOYNTON BEACH ENGINEERING STANDARD DETIL (pg. 4)

Root Prune as required at each tree location, remove all deleterious material, install new 6" TH rock base & compaction operations , install 1 " Type S-III Asphalt

Notes:

Price Breakdown: Quantum Blvd Asphalt Path Repairs

Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on January 02, 2025.

Item	Description	Cost
1.	MOT	$13,590.00
2.	Asphalt Path Repair	$252,141.00
	Total:	**$265,731.00**

Authorization to Proceed & Contract

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined. When signed, this document becomes a contract. E&OE

We understand that if any additional work is required different than what is stated in this proposal/contract, it must be in a new contract or added to this contract. The parties also acknowledge that the time for performance of the work may be impacted by market conditions beyond contractor's control in which event the contract time shall be extended.

Please see all attachments for special conditions that may pertain to aspects of this project.

This price of this contract is based upon completion of the work within thirty days from the date hereof, thus the price is good for a period of up to 30 days from the date listed herein. If the work is not completed within thirty days, and the contractor experiences price increases for materials in excess of those upon which the price of this contract were based as of the date hereof, the contract price shall be increased by the amount of the documented price increase.

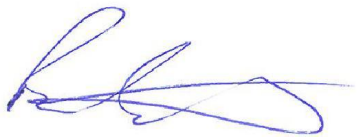
Acceptance

We agree to pay the total sum or balance in full upon completion of this project.

40% deposit upon contract.

(A signed proposal and deposit are required prior to scheduling of the work)

Date: _____



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Public Works Department
Construction Services Division

Task 213 - Quantum Blvd Asphalt Path

Provider	Quantum Blvd			Totals
Type	MOT	Landscaping	Concrete - Asphalt	
All County Paving	$ 14,540.00	$ 15,960.00	$ 134,480.00	$ 164,980.00
Atlantic Southern Paving	$ 13,590.00		$ 252,141.00	$ 265,731.00
Totals	**$ 28,130.00**	**$ 15,960.00**		**$ 430,711.00**

Public Works Department
Construction Services Division

Atlantic Southern Paving Task 196 - SE 3rd St Improvements

Provider	SE 3rd Street						Totals
Type	MOT	Landscaping	Swale Grading	Concrete	Mill and Pave	Striping	
All County Paving	$ 9,612.00	$ 26,000.00	$ 96,565.00	$ 247,810.00	$ 19,104.00	$ 15,718.00	$ 414,809.00
Atlantic Southern Paving	$ 17,640.00	$ 1,600.00	$ 62,685.00	$ 132,591.00	$ 83,418.80	$ 7,729.00	$ 305,663.80
Totals	**$ 27,252.00**	**$ 27,600.00**				**$ 23,447.00**	**$ 720,472.80**

ALL COUNTY
NATIONAL PAVEMENT MANAGEMENT SOLUTIONS

Carl Frumenti
City of Boynton Beach Public Works
P.O Box 310 Boynton Beach, FL 33425
Boynton Beach,FL 33425
frumentic@bbfl.us
561-742-6238

PROJECT INFORMATION:

Task 196 - SE 3rd St
SE 3rd St & SE 10th Ave
Boynton Beach,FL 33435
12 / 27 / 2024
PROPOSAL NUMBER: 2024-88991

SCOPE OF WORK:

ALL COUNTY
NATIONAL PAVEMENT MANAGEMENT SOLUTIONS

Carl Frumenti
City of Boynton Beach Public Works
P.O Box 310 Boynton Beach, FL 33425
Boynton Beach,FL 33425
frumentic@bbfl.us
561-742-6238

ITEM NO.	DESCRIPTION	UNIT	EST.	UNIT PRICE	UNIT PRICE
4	Type I Barricade per FDOT Standard Index No. 102-600 - Provide for project duration up to 30 days	EA	100	$ 10.00	$ 1,000.00
6	Type II Barricade per FDOT Standard Index No. 102-600 - Provide for project duration up to 30 days	EA	50	$ 10.00	$ 500.00
8	Type III Barricade per FDOT Standard Index No. 102-600 - Provide for project duration up to 30 days	EA	12	$ 16.00	$ 192.00
20	MOT Certified Flagman (per person)	HR	165	$ 48.00	$ 7,920.00
22	Clearing and Grubbing (Smaller than 1 acre)	AC	1	$ 3,500.00	$ 3,500.00
23	Remove and Dispose of unsuitable material	CY	80	$ 75.00	$ 6,000.00
33	Stump Removal	EA	1	$ 1,500.00	$ 1,500.00
34	Tree Removal (Less than 12" Caliper)	EA	20	$ 750.00	$ 15,000.00
48	6" Limerock Base (min. lbr of 100), including prime coat	SY	915	$ 23.00	$ 21,045.00
52	Swale Grading (Incl. Clearing, grading & sod replacement)	SY	1888	$ 40.00	$ 75,520.00
68	1 1/2" Type S-III Asphaltic Concrete (1 Lift) place by paving machine, including tack material & compaction (0 ton to 10-ton assignments)	TON	10	$ 250.00	$ 2,500.00
69	1 1/2" Type S-III Asphaltic Concrete (1 Lift) place by paving machine, including tack material & compaction (10 ton to 50-ton assignments)	TON	50	$ 200.00	$ 10,000.00
71	1 1/2" Type S-III Asphaltic Concrete (1 Lift) place by paving machine, including tack material & compaction (151 ton to 499-ton assignments)	TON	400	$ 118.00	$ 47,200.00
88	1 1/2" Average thickness - Roadway Milling, including mobilization, MOT & all incidental work & equipment to include hauling off, stockpiling, or otherwise disposing of material.	SY	6000	$ 2.50	$ 15,000.00
93	Sawcut, Remove and Replace 1.5" of Asphalt (Two lifts)	SY	114	$ 36.00	$ 4,104.00
102	Thermo Plastic (Yellow Solid 6")	LF	200	$ 1.80	$ 360.00
103	Thermo Plastic (White Solid 6")	LF	2900	$ 1.80	$ 5,220.00
108	Thermo Plastic (White Solid 12")	LF	70	$ 4.56	$ 319.20
111	Thermo Plastic (White Solid 24")	LF	30	$ 9.12	$ 273.60
121	Retro-Reflective Pavement Markers - Y/Y (remove and replace)	EA	8	$ 12.00	$ 96.00
123	Single Post Sign (up to 36" x 36")	EA	2	$ 342.00	$ 684.00
127	Furnish & Install Street Sign (per CBB Std detail-NO POST)	EA	2	$ 258.00	$ 516.00
129	Traffic Paint (all widths, all colors)	SF	1000	$ 1.80	$ 1,800.00
131	Removal of Concrete Curb Type D (Min. assignments of 50 LF)	LF	1700	$ 15.00	$ 25,500.00
132	Concrete Curb Type D - Minimum assignments of 50 LF	LF	160	$ 30.00	$ 4,800.00
138	12" Concrete Header Curb - Minimum assignments of 50 LF	LF	611	$ 30.00	$ 18,330.00
142	Concrete, 4" thick concrete sidewalk including formwork, sod removal & disposal (over 100 SY assignments) (3000 PSI W/Fiber)	SY	585	$ 105.75	$ 61,863.75
144	Concrete, 6" thick concrete sidewalk including formwork, sod removal & disposal (over 100 SY assignments)(3000 PSI W/Fiber)	SY	616	$ 126.00	$ 77,616.00
147	ADA Detectable Warnings	EA	10	$ 450.00	$ 4,500.00
178	Pavement Analysis Testing (refer to Technical Specifications section 1400) (Multiple Road Segments, <1 Mile, 2-4 Sample	EA	1	$ 1,950.00	$ 1,950.00
				TOTAL.....	$ 414,809.55

PAVEMENT MAINTENANCE & RECONSTRUCTION
TOP CONTRACTOR
2014-2015-2016-2017-2018-2019-2020-2021-2022-2023

South FL. Corporate Office
1180 SW 10th St.
Delray Beach, FL 33444
561-588-0949

GIVING CUSTOMERS
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35 | YEARS OF DEVELOPING UNIQUE SOLUTIONS

Paving Advisor
Josh Marfleet
T: +1 561-302-9361
E: jmarfleet@allcountypaving.com

www.ALLCOUNTYPAVING.com

ALL COUNTY
NATIONAL PAVEMENT MANAGEMENT SOLUTIONS

Carl Frumenti
City of Boynton Beach Public Works
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PROPOSAL TOTAL:

All County Paving proposes to furnish the material and perform the labor necessary for the completion of project in accordance to specifications, and subject to the terms and conditions stated herein for the sum of:

$ 414,809.00

** this price excludes any options.*

Checks payable to M&M ASPHALT MAINTENANCE, INC. D/B/A ALL COUNTY PAVING

AUTHORIZATION TO PROCEED & CONTRACT:

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A signed proposal and deposit are required prior to the scheduling of the work.

PAYMENT TERMS:

As Per Terms & Conditions of Purchase Order

M&M ASPHALT MAINTENANCE, INC.
D/B/A ALL COUNTY PAVING

Joshua Marfleet

Josh Marfleet

Paving Advisor Printed Name

12 / 27 / 2024
Date

City of Boynton Beach Public Works

Signature of Approval by Customer

Printed Name & Title/Position

Date

☐ Please select if billing information differs from above.

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TERMS AND CONDITIONS CONTINUED

SEALCOATING | CUSTOMER INSTRUCTIONS AND INFORMATION

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2. Cleaning: Customer is responsible for any "heavy cleaning"; otherwise, All County Paving will bill for this additional cleaning.
3. Cracking: cracks in pavement will still be noticeable after Sealcoating
4. Lawn Fertilization: should not be installed seven days before or after service.
5. Rain: If it's raining the day of scheduled service, assume we aren't coming, and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. If an unexpected storm happens, we will touch up any areas where sealer has not bonded.
6. The sprinkler system should be off 24 hours prior to the commencement of your project and stay off 48 hours after completion of project. The surface must be dry for our arrival as areas where the newly sealed pavement is wet may wear prematurely.
7. Newly sealcoated areas will be barricaded for 24-48 hours after each project phase completion. It is the responsibility of the customer to keep the area clear to allow proper curing of the material. Failure to do so will void any warranty.
8. Sealer: will take a minimum of 30 days to fully cure and is sensitive to animal droppings, tree droppings; water stains from irrigation systems, ponding water & tire markings during this time. This is normal, it will fade over time. Areas of shade will take longer to dry and cure than areas in the direct sunlight.
9. Driving on Surface: Once you start driving on sealed surface, avoid turning your wheels unless your car is moving. Understand when wheels are turned on a freshly sealed parking lot, scuffing and turn marks will be evident, in time they will blend in with surrounding surface.
10. Overspray on Grass: where grass meets your pavement, you may expect a small spray of sealer. This is normal and will disappear generally after the next mowing.
11. Weeds: It is important to note that we have proposed all work at the time of the assessment. If you decide to do work months after we look at the project, if your parking area has developed excessive weeds in the cracked areas as well as the edge lines for any reason, there may be additional costs for treatment & removal.

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2. Site Services: The property is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
3. Rain: If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict accurately.
4. Sprinklers should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival.
5. Drainage: All County Paving cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
6. All County Paving will not accept responsibility for reflective cracking of new asphalt overlay due to the cracked condition of the existing asphalt pavement.
7. De-mucking and removal of unsuitable materials not included.
8. Driving on Surface: Once you start driving on the paved surface, avoid turning your wheels unless your car is moving. Understand that when wheels are turned on a freshly paved asphalt surface, scuffing and turn marks will be evident, and will blend in over time.

LINE STRIPING & ADA | CUSTOMER INSTRUCTIONS AND INFORMATION

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2. Line striping will match all existing pavement markings unless changes are approved by the customer and municipality.
3. All County Paving is not responsible for any tracking of paint caused by any vehicles and/or pedestrians if the barricades are moved prematurely or without authorization. The project manager will remove the barricades once the material has cured properly.
4. If existing curbs are flaking, it is not recommended to re-paint them without sand-blasting or power-washing them first. All County Paving will not be held responsible for flaking if proper procedure is not taken prior to painting.

WARRANTY AND CONDITIONS

1. This proposal is based on the price of the liquid asphalt index as per FDOT. If there is an increase from the date of this proposal additional costs will be incurred.
2. This proposal is good for 30 days. If work is unable to start based upon permit requirements or weather additional cost will be charged for the increase of FDOT by Bituminous index, based upon proposal date above and the stated published index prior to mobilization a change order will be presented prior to mobilization.
3. Due to aggregate shortages, this proposal is based on FOB asphalt prices. If the price increases from the date of this proposal, additional costs will apply.
4. All material guaranteed to be installed exactly as specified.
5. Due to unforeseeable conditions during excavation, depths may go deeper than anticipated. A change order may be necessary should this occur.
6. All County Paving reserves the right to withdraw the contract at any time prior to the commencement of work should material price fluctuations rise significantly.
7. The cost of and obtaining of all permits, bonds, stakeouts, cut sheets, engineering and testing are excluded.
8. In the event of undesirable sub-base or base course conditions, if the customer or authorized agent insists on the installation of any part of the pavement without authorizing corrective action, All County Paving will not be responsible for any subsequent pavement failures and will be paid as stated in the contract. All County Paving shall not be liable for any failure to undertake or complete the work for causes beyond our control.
9. The existing surface will be expected to support the weight of all required construction equipment. If due to poor sub-grade conditions sinking may occur when we drive onto your site, All County Paving will not be held responsible for damages to any concrete or asphalt due to the weight of our trucks & equipment.
10. All County Paving cannot guarantee elimination of standing water.
11. All County Paving assumes no liability for damage to any utilities such as, but not limited to, gas, electric, plumbing, phone, cable, dog fencing, sprinklers and culvert pipes.
12. There will be a charge of $47.50 above the contract amount to dispose of used materials at an approved environmentally compliant waste facility.
13. Due to the fluctuations in the petroleum markets, All County Paving will impose a fuel surcharge.
14. All County Paving will provide a one (1) year warranty, starting on the last day of substantial completion, on materials and workmanship. Normal wear and tear is not covered by this warranty. No warranties will be honored unless payment is made in full.

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561-742-6238

PROJECT INFORMATION:

Quantum Blvd Asphalt Path
Quantum Blvd & Gateway Blvd
Boynton Beach,FL 33426
01 / 23 / 2025
PROPOSAL NUMBER: 2024-88970

SCOPE OF WORK:

Quantum Blvd. Asphalt Walking Path Replacement

REMOVE AND REPLACE 8' ASPHALT PATHWAY IN AREAS SHOWN. SEE BOYNTON BEACH ENGINEERING STANDARD DETIL (pg. 4)

Root Prune as required at each tree location, remove all deleterious material, install new 6" TH rock base & compaction operations , install 1 " Type S-III Asphalt

ITEM NO.	DESCRIPTION	UNIT	EST.	UNIT PRICE	UNIT PRICE
4	Type I Barricade per FDOT Standard Index No. 102-600 – Provide for project duration up to 30 days	EA	100	$ 10.00	$ 1,000.00
6	Type II Barricade per FDOT Standard Index No. 102-600 – Provide for project duration up to 30 days	EA	50	$ 10.00	$ 500.00
8	Type III Barricade per FDOT Standard Index No. 102-600 – Provide for project duration up to 30 days	EA	20	$ 16.00	$ 320.00
20	MOT Certified Flagman (per person)	HR	265	$ 48.00	$ 12,720.00
28	Sod, Floritam	SY	800	$ 5.95	$ 4,760.00
37	Root Pruning (0" -36" Deep) (Less than 1.5" Diameter)	LF	280	$ 40.00	$ 11,200.00
95	Sawcut, Remove and Replace 8ft wide asphalt path	SY	3362	$ 40.00	$ 134,480.00
				TOTAL.....	**$ 164,980.00**

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PROPOSAL TOTAL:

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$ 164,980.00

** this price excludes any options.*

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M&M ASPHALT MAINTENANCE, INC.
D/B/A ALL COUNTY PAVING

Joshua Marfleet

Josh Marfleet

Paving Advisor Printed Name

01 / 23 / 2025
Date

City of Boynton Beach Public Works

Signature of Approval by Customer

Printed Name & Title/Position

Date

☐ Please select if billing information differs from above.

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11. Weeds: It is important to note that we have proposed all work at the time of the assessment. If you decide to do work months after we look at the project, if your parking area has developed excessive weeds in the cracked areas as well as the edge lines for any reason, there may be additional costs for treatment & removal.

PAVING | CUSTOMER INSTRUCTIONS AND INFORMATION

1. Barricaded Parking Lot: It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left on the area of work, we cannot be held responsible for any damage to the vehicles. There will be additional costs if we are unable to access the work area billed at a minimum of $7,200.00
2. Site Services: The property is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
3. Rain: If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict accurately.
4. Sprinklers should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival.
5. Drainage: All County Paving cannot guarantee 100% drainage in areas where the design grade is less than 1% fall.
6. All County Paving will not accept responsibility for reflective cracking of new asphalt overlay due to the cracked condition of the existing asphalt pavement.
7. De-mucking and removal of unsuitable materials not included.
8. Driving on Surface: Once you start driving on the paved surface, avoid turning your wheels unless your car is moving. Understand that when wheels are turned on a freshly paved asphalt surface, scuffing and turn marks will be evident, and will blend in over time.

LINE STRIPING & ADA | CUSTOMER INSTRUCTIONS AND INFORMATION

1. Barricaded Parking Lot: It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left in the area of work, we cannot be held responsible for any damage to the vehicles. There will be additional costs if we are unable to access the work area billed at a minimum of $995.00
2. Line striping will match all existing pavement markings unless changes are approved by the customer and municipality.
3. All County Paving is not responsible for any tracking of paint caused by any vehicles and/or pedestrians if the barricades are moved prematurely or without authorization. The project manager will remove the barricades once the material has cured properly.
4. If existing curbs are flaking, it is not recommended to re-paint them without sand-blasting or power-washing them first. All County Paving will not be held responsible for flaking if proper procedure is not taken prior to painting.

WARRANTY AND CONDITIONS

1. This proposal is based on the price of the liquid asphalt index as per FDOT. If there is an increase from the date of this proposal additional costs will be incurred.
2. This proposal is good for 30 days. If work is unable to start based upon permit requirements or weather additional cost will be charged for the increase of FDOT by Bituminous index, based upon proposal date above and the stated published index prior to mobilization a change order will be presented prior to mobilization.
3. Due to aggregate shortages, this proposal is based on FOB asphalt prices. If the price increases from the date of this proposal, additional costs will apply.
4. All material guaranteed to be installed exactly as specified.
5. Due to unforeseeable conditions during excavation, depths may go deeper than anticipated. A change order may be necessary should this occur.
6. All County Paving reserves the right to withdraw the contract at any time prior to the commencement of work should material price fluctuations rise significantly.
7. The cost of and obtaining of all permits, bonds, stakeouts, cut sheets, engineering and testing are excluded.
8. In the event of undesirable sub-base or base course conditions, if the customer or authorized agent insists on the installation of any part of the pavement without authorizing corrective action, All County Paving will not be responsible for any subsequent pavement failures and will be paid as stated in the contract. All County Paving shall not be liable for any failure to undertake or complete the work for causes beyond our control.
9. The existing surface will be expected to support the weight of all required construction equipment. If due to poor sub-grade conditions sinking may occur when we drive onto your site, All County Paving will not be held responsible for damages to any concrete or asphalt due to the weight of our trucks & equipment.
10. All County Paving cannot guarantee elimination of standing water.
11. All County Paving assumes no liability for damage to any utilities such as, but not limited to, gas, electric, plumbing, phone, cable, dog fencing, sprinklers and culvert pipes.
12. There will be a charge of $47.50 above the contract amount to dispose of used materials at an approved environmentally compliant waste facility.
13. Due to the fluctuations in the petroleum markets, All County Paving will impose a fuel surcharge.
14. All County Paving will provide a one (1) year warranty, starting on the last day of substantial completion, on materials and workmanship. Normal wear and tear is not covered by this warranty. No warranties will be honored unless payment is made in full.

CITY OF BOYNTON BEACH
CAPITAL APPROPRIATION AMENDMENTS
BUDGET YEAR 2024-25, Commission Meeting 02/18/25

Exhibit A

		2024/25 ADOPTED BUDGET	Amendment Revenue	Amendment Budget	2024/25 AMENDED BUDGET	AMENDMENT related to PROJECT #	Project Name / Comments/ Vendor
GENERAL FUND							
302-0000-389.91-00	FUND BALANCE APPROPR	$ 4,192,228	716,200		$ 4,908,428		
	Adopted Fund Total Revenues	**$ 19,378,986**	**$ 716,200**		**$ 20,095,186**		
302-4905-580.63-08	STREET IMPROVEMENTS	181,362		189,200	370,562		New Seacrest Blvd. Streetscape project
302-4905-580.63-08	STREET IMPROVEMENTS	370,562		527,000	897,562		New Quantum Blvd. & SE 3rd Street project
	Adopted Fund Total Expenses	**$ 19,378,986**		**$ 716,200**	**$ 20,095,186**		

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

November 21, 2024

Atlantic Southern Paving and Sealcoating, LLC
Attn: Rich Atzert
6301 W. Sunrise Blvd.
Sunrise, FL 33313

VIA EMAIL TRANSMITTAL TO: rich@atlanticsouthernpaving.com

BID.: ASPHALT AND SIDEWALK REHABILITATION

BID No.: PWE22-008

CURRENT BID TERM: *April 5, 2022 – April 4, 2025*

Dear Rich Atzert:

The current bid term for "ASPHALT AND SIDEWALK REHABILITIATION" expires on April 5, 2025.

The agreement documents allow for two (2) additional one (1) year extensions. The City of Boynton Beach would like to extend the agreement for its 1st renewal for an additional one-year period with the same terms, conditions, and pricing.

Please indicate your response on the following page and return it to Procurement Services via email to prattt@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Taralyn Pratt, Assistant Purchasing Manager at (561) 742-6308.

Sincerely,

Taralyn Pratt

Taralyn Pratt
Assistant Purchasing Manager

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

November 21, 2024

BID.: ASPHALT AND SIDEWALK REHABILITATION

BID No.: PWE22-008

Agreement between the City of Boynton Beach and Atlantic Southern Paving and Sealcoating, LLC.

AGREEMENT RENEWAL TERM: *APRIL 5, 2025 – APRIL 4, 2026*

X Yes, I agree to renew the existing agreement under the same terms, conditions, and pricing for an additional one-year term.

_____ No, I do not wish to renew the bid for the following reason(s) _____

_____

_____

Atlantic Southern Paving and Sealcoating, LLC

NAME OF COMPANY

SIGNATURE

Terence Smith

NAME OF REPRESENTATIVE (please print)

COO

TITLE

11/21/2024

DATE

954-581-5805

(AREA CODE) TELEPHONE NUMBER

terry@atlanticsouthernpaving.com

E-MAIL

RESOLUTION NO. R22- 057

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AWARD OF BID NO. PWE22-008 FOR "ASPHALT AND SIDEWALK REHABILITATION", AND AUTHORIZE THE CITY MANAGER TO SIGN CONTRACTS WITH THE TWO (2) LOWEST RESPONSIVE AND RESPONSIBLE BIDDERS, ATLANTIC SOUTHERN PAVING AND SEALCOATING, LLC OF SUNRISE, FLORIDA AND M & M ASPHALT MAINTENANCE, INC. D/B/A ALL COUNTY PAVING OF DELRAY BEACH, FLORIDA FOR ASPHALT AND SIDEWALK RESTORATION, TO ESTABLISH A PRE-QUALIFIED LIST OF VENDORS WITH AN ESTIMATED ANNUAL EXPENDITURE OF $2,000,000.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the purpose of the contract is to provide asphalt and sidewalk rehabilitation and associated work on an as needed basis per the specifications and requirements as defined within the bid documents; and

WHEREAS, the initial term of the Bid award shall be for three (3) years and by mutual agreement between the City and the awardee(s), may be renewed for two (2) one-year terms.; and

WHEREAS, On February 24, 2022, the City opened a total of four (4) proposals to this Bid and in accordance with the terms and conditions of the Bid, the City reserves the right to make multiple awards for this Bid and to award to the vendor(s) whose bid represents the most advantageous bid to the City, price, and other factors considered; and

WHEREAS, the City Commission of the City of Boynton Beach upon recommendation of staff, deems it to be in the best interest of the citizens of the City of Boynton Beach to approve award of Bid No. PWE22-008 for "Asphalt and Sidewalk Rehabilitation", and authorize the City Manager to sign contracts with the two (2) lowest responsive and responsible bidders, Atlantic Southern Paving and Sealcoating, LLC of Sunrise, Florida and M & M Asphalt Maintenance, Inc. d/b/a All County Paving of Delray Beach, Florida for asphalt and sidewalk restoration, to establish a pre-qualified list of vendors with an estimated annual expenditure of $2,000,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

Section 2. The City Commission of the City of Boynton Beach, Florida, hereby approves award of Bid No. PWE22-008 for "Asphalt and Sidewalk Rehabilitation", and authorize the City Manager to sign contracts with the two (2) lowest responsive and responsible bidders, Atlantic Southern Paving and Sealcoating, LLC of Sunrise, Florida and M & M Asphalt Maintenance, Inc. d/b/a All County Paving of Delray Beach, Florida for asphalt and sidewalk restoration, to establish a pre-qualified list of vendors with an estimated annual expenditure of $2,000,000.00, copies of the Contracts are attached hereto and incorporated herein as Exhibits "A" and "B" respectively.

Section 3. That this Resolution shall become effective immediately.

PASSED AND ADOPTED this 5th day of April, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	___
Commissioner – Angela Cruz	✓	___
Commissioner – Woodrow L. Hay	✓	___
Commissioner – Thomas Turkin	✓	___
Commissioner – District 4 - Vacant	___	___
VOTE	4-0	

ATTEST:

Crystal A. Gibson

Crystal Gibson, MMC
City Clerk

(Corporate Seal)

R22-057

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND ATLANTIC SOUTHERN PAVING AND SEALCOATING, LLC

THIS AGREEMENT is entered into between the City of Boynton Beach, hereinafter referred to as "the CITY", and **ATLANTIC SOUTHERN PAVING ND SEALCOATING, LLC**, hereinafter referred to as **"Vendor"**, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. PROJECT DESIGNATION. The Vendor is retained by the City to provide asphalt and sidewalk rehabilitation, on an as-needed basis per specifications.

2. SCOPE OF SERVICES. The vendor agrees to perform road resurfacings, general road construction, asphalt pavement, roadway repair, guardrail work, sidewalks, sodding, roadway striping, earthwork construction, and other incidental work associated with asphalt and sidewalk rehabilitation, located throughout the City of Boynton Beach, including the provision of all labor, materials, equipment, and supplies.

3. TIME FOR PERFORMANCE. Work under this Agreement shall commence upon the giving of written notice by the City to the Vendor to proceed. The vendor shall perform all services and provide all work products required pursuant to this Agreement.

4. TERM. The initial Agreement period shall be for an initial term of three (3) year, commencing on **April 5, 2022 through April 4, 2025**. The City reserves the right to renew the agreement for two (2) one-year renewals subject to vendor acceptance, satisfactory performance as determined by the City, and determination by the City that renewal will be in the best interest of the City. An increase in the cost of less than 2% for each extension may be approved by the City administration and does not require Commission approval.

5. PAYMENT. The Vendor shall be paid by the City for completed work and for services rendered in accordance with the Schedule of Prices to this Agreement as follows:

    a. Payment for the work provided by the Vendor shall be made promptly on all invoices submitted to the City properly, provided that the total amount of payment to the Vendor shall not exceed the total contract price without express written modification of the Agreement signed by the City Manager or designee.

    b. The Vendor may submit invoices to the City once per month during the progress of the work for partial payment. Such invoices will be checked by the City, and upon approval thereof, payment will be made to the Vendor in the amount approved.

    c. Final payment of any balance due to the Vendor of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.

    d. Payment as provided in this section by the City shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment, and incidentals necessary to complete the work.

    e. The Vendor's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and State for a period of three (3) years after the termination of the Agreement. Copies shall be made available upon request.

6. OWNERSHIP AND USE OF DOCUMENTS. All documents, drawings, specifications, and other materials produced by the Vendor in connection with the services rendered under this agreement shall be the property of the City whether the project for which they are made is executed or not. The Vendor shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with Vendor's endeavors.

7. COMPLIANCE WITH LAWS. The vendor shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state of Florida, and City of Boynton Beach, ordinances and regulations that are applicable to the services to be rendered under this agreement.

8. INDEMNIFICATION. Vendor shall indemnify, defend and hold harmless the City, its offices, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorney fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Vendor's own employees, or damage to property occasioned by a negligent act, omission or failure of the Vendor.

9. INSURANCE. The Vendor shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury; and $1,000,000 per occurrence/aggregate for property damage, and professional liability insurance in the amount of $1,000,000 per occurrence to $2,000.000 aggregate with defense costs in addition to limits.

   Said general liability policy shall name the City of Boynton Beach as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this agreement.

10. INDEPENDENT CONTRACTOR. The Vendor and the City agree that the Vendor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Vendor nor any employee of Vendor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Vendor, or any employee of Vendor.

11. COVENANT AGAINST CONTINGENT FEES. The Vendor warrants that he has not employed or retained any company or person, other than a *bona fide* employee working solely for the Vendor, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the Vendor any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract.

    For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift,
    or contingent fee.

12. DISCRIMINATION PROHIBITED. The Vendor, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

13. ASSIGNMENT. The Vendor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.

14. PURCHASING AGREEMENT WITH OTHER GOVERNMENTAL ENTITIES: If a Bidder is awarded a contract as a result of this Bid, Bidder will, if Bidder has sufficient capacity or quantities available, provide to other Florida governmental agencies so requesting, the products or services awarded in accordance with the terms and conditions of the Invitation to Bid and resulting award.

15. NON-WAIVER. Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

16. TERMINATION.
    a. The City reserves the right to terminate this Agreement at any time by giving thirty (30) days' written notice to the Vendor.

    b. In the event of the death of a member, partner, or officer of the Vendor, or any of its supervisory personnel assigned to the project, the surviving members of the Vendor hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Vendor and the City if the City so chooses.

17. DISPUTES. Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

18. NOTICES. Notices to the City of Boynton Beach shall be sent to the following address:

    Lori LaVerriere, City Manager
    City of Boynton Beach
    P.O. Box 310
    Boynton Beach, FL 33425-0310

    Notices to the Vendor shall be sent to the following address:

Atlantic Southern Paving and Sealcoating, LLC
Attn: Rich Atzert
6301 W. Sunrise Blvd
Sunrise, FL 33313
Phone Contact: (954) 299-6114
Email: rich@atlanticsouthernpaving.com

19. INTEGRATED AGREEMENT. This agreement, together with attachments or addenda, represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Firm.

20. PUBLIC RECORDS. Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

    The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

    A. Keep and maintain public records required by the CITY to perform the service;

    B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

    C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the

contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CRYSTAL GIBSON, CITY CLERK
100 E. OCEAN AVE.
BOYNTON BEACH, FLORIDA, 33435
561-742-6061
GIBSONC@BBFL.US

21. SCRUTINIZED COMPANIES - 287.135 AND 215.473

By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. The contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

22. E-VERIFY

22.1 Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described hereinbelow.

1) Definitions for this Section:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for a salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for a salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2) Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

c) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

DATED this 18 day of April, 2022.

CITY OF BOYNTON BEACH

Lori LaVerriere, City Manager

COMPANY

(Signature), Company

Terry Smith

Print Name of Authorized Official

COO

Title

(Corporate Seal)

Attest/Authenticated:

Witness

Billy Gustin

Print Name

Approved as to Form:

James A. Cherof, City Attorney

Attested/Authenticated:

for Crystal Gibson
City Clerk

R22-057

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND M & M ASPHALT MAINTENANCE INC., D/B/A ALL COUNTY PAVING

THIS AGREEMENT is entered into between the City of Boynton Beach, hereinafter referred to as "the CITY", and **M & M ASPHALT MAINTENANCE INC. D/B/A ALL COUNTY PAVING**, hereinafter referred to as **"Vendor"**, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. PROJECT DESIGNATION. The Vendor is retained by the City to provide asphalt and sidewalk rehabilitation, on an as-needed basis per specifications.

2. SCOPE OF SERVICES. The vendor agrees to perform road resurfacings, general road construction, asphalt pavement, roadway repair, guardrail work, sidewalks, sodding, roadway striping, earthwork construction, and other incidental work associated with asphalt and sidewalk rehabilitation, located throughout the City of Boynton Beach, including the provision of all labor, materials, equipment, and supplies.

3. TIME FOR PERFORMANCE. Work under this Agreement shall commence upon the giving of written notice by the City to the Vendor to proceed. The vendor shall perform all services and provide all work products required pursuant to this Agreement.

4. TERM. The initial Agreement period shall be for an initial term of three (3) year, commencing on **April 5, 2022 through April 4, 2025**. The City reserves the right to renew the agreement for two (2) one-year renewals subject to vendor acceptance, satisfactory performance as determined by the City, and determination by the City that renewal will be in the best interest of the City. An increase in the cost of less than 2% for each extension may be approved by the City administration and does not require Commission approval.

5. PAYMENT. The Vendor shall be paid by the City for completed work and for services rendered in accordance with the Schedule of Prices to this Agreement as follows:

    a. Payment for the work provided by the Vendor shall be made promptly on all invoices submitted to the City properly, provided that the total amount of payment to the Vendor shall not exceed the total contract price without express written modification of the Agreement signed by the City Manager or designee.

    b. The Vendor may submit invoices to the City once per month during the progress of the work for partial payment. Such invoices will be checked by the City, and upon approval thereof, payment will be made to the Vendor in the amount approved.

    c. Final payment of any balance due to the Vendor of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.

    d. Payment as provided in this section by the City shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment, and incidentals necessary to complete the work.

    e. The Vendor's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and State for a period of three (3) years after the termination of the Agreement. Copies shall be made available upon request.

6. OWNERSHIP AND USE OF DOCUMENTS. All documents, drawings, specifications, and other materials produced by the Vendor in connection with the services rendered under this agreement shall be the property of the City whether the project for which they are made is executed or not. The Vendor shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with Vendor's endeavors.

7. COMPLIANCE WITH LAWS. The vendor shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state of Florida, and City of Boynton Beach, ordinances and regulations that are applicable to the services to be rendered under this agreement.

8. INDEMNIFICATION. Vendor shall indemnify, defend and hold harmless the City, its offices, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorney fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Vendor's own employees, or damage to property occasioned by a negligent act, omission or failure of the Vendor.

9. INSURANCE. The Vendor shall secure and maintain in force throughout the duration of this contract comprehensive general liability insurance with a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury; and $1,000,000 per occurrence/aggregate for property damage, and professional liability insurance in the amount of $1,000,000 per occurrence to $2,000.000 aggregate with defense costs in addition to limits.

   Said general liability policy shall name the City of Boynton Beach as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this section shall be delivered to the City within fifteen (15) days of execution of this agreement.

10. INDEPENDENT CONTRACTOR. The Vendor and the City agree that the Vendor is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Vendor nor any employee of Vendor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Vendor, or any employee of Vendor.

11. COVENANT AGAINST CONTINGENT FEES. The Vendor warrants that he has not employed or retained any company or person, other than a *bona fide* employee working solely for the Vendor, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a *bona fide* employee working solely for the Vendor any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract.

    For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift,
    or contingent fee.

12. DISCRIMINATION PROHIBITED. The Vendor, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

13. ASSIGNMENT. The Vendor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.

14. PURCHASING AGREEMENT WITH OTHER GOVERNMENTAL ENTITIES: If a Bidder is awarded a contract as a result of this Bid, Bidder will, if Bidder has sufficient capacity or quantities available, provide to other Florida governmental agencies so requesting, the products or services awarded in accordance with the terms and conditions of the Invitation to Bid and resulting award.

15. NON-WAIVER. Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

16. TERMINATION.
    a. The City reserves the right to terminate this Agreement at any time by giving thirty (30) days' written notice to the Vendor.

    b. In the event of the death of a member, partner, or officer of the Vendor, or any of its supervisory personnel assigned to the project, the surviving members of the Vendor hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Vendor and the City if the City so chooses.

17. DISPUTES. Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

18. NOTICES. Notices to the City of Boynton Beach shall be sent to the following address:

    Lori LaVerriere, City Manager
    City of Boynton Beach
    P.O. Box 310
    Boynton Beach, FL 33425-0310

    Notices to the Vendor shall be sent to the following address:

M & M Asphalt Maintenance Inc. D/B/A All County Paving
Attn: Jeffrey Cohen
1180 SW 10th Street
Delray Beach, FL 33444
Phone Contact: (561) 588-0949
Email: publicworks@allcountypaving.com

19. INTEGRATED AGREEMENT. This agreement, together with attachments or addenda, represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Firm.

20. PUBLIC RECORDS. Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

    The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

    A. Keep and maintain public records required by the CITY to perform the service;

    B. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CRYSTAL GIBSON, CITY CLERK
100 E. OCEAN AVE.
BOYNTON BEACH, FLORIDA, 33435
561-742-6061
GIBSONC@BBFL.US

21. SCRUTINIZED COMPANIES - 287.135 AND 215.473

By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. The contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

22. E-VERIFY

22.1 Contractor certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described hereinbelow.

1) Definitions for this Section:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for a salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for a salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2) Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. The contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

b) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

c) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

DATED this 18 day of April, 2022.

CITY OF BOYNTON BEACH

Lori LaVerriere, City Manager

COMPANY

(Signature), Company

Jeffrey Cohen | Executive Vice President

Print Name of Authorized Official

Executive Vice President

Title

(Corporate Seal)

Attest/Authenticated:

Witness

Denisse Carreiro

Print Name

Approved as to Form:

James A. Cherof, City Attorney

Attested/Authenticated:

for Tammie Stanzione

Crystal Gibson
City Clerk

City of Boynton Beach
Risk Management Department
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Asbestos Abatement	Each Occurrence	$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	$ 5,000.00
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Fire Legal Liability		
Professional Liability		Aggregate - $1,000,000.00
Automobile Liability	Combined Single Limit	$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	$ 1,000,000.00
	Disease, Policy Limit	$ 1,000,000.00
	Disease Each Employee	$ 1,000,000.00
Property:		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified	to be determined	

INSURANCEADVISORYFORM Revised 04/2021

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 12/17/2024

Approve the one-year extension for RFPs/Bids and/ or piggy-backs for the procurement of services and/or commodities over $100,000 as described in the written report for December 17, 2024 - "Request for Extensions and/or Piggybacks."

Requested Action: Staff recommends approval.

Explanation of Request:

As required, the Finance/Procurement Department submits requests for award to the Commission, requests for approval to enter into contracts and agreements as the result of formal solicitations, and to piggy-back governmental contracts. Options to extend or renew are noted in the “Agenda Request Item” presented to the Commission as part of the initial approval process. Procurement Services seeks to provide an accurate and efficient method to keep the Commission informed of pending renewals and anticipated expenditures by reducing the paperwork of processing each renewal and/or extension individually and summarizing the information in a monthly report (as required).

VENDOR(S)	DESCRIPTION OF SOLICITATION	SOLICITATION NUMBER	RENEWAL TERM	AMOUNT
Cayco Landscaping	Landscaping Maintenance Services for Parks, Future Parks/Scrubs	Bid No. 031-2730-20/RW	January 1, 2025 - December 31, 2025	Annual Estimated Expenditure Includes a rate increase request by the vendor as allowed per the Invitation to Bid provision (3.60%) $175,000

Cayco Landscaping	Landscaping Maintenance Services for Facility Sites	Bid No. 032-2730-20/RW	January 1, 2025 - December 31, 2025	Annual Estimated Expenditure Includes a rate increase request by the vendor as allowed per the Invitation to Bid provision (3.60%) $160,000
Batallan Enterprises, Inc. dba Property Works	Landscaping Maintenance Services for Medians and Right-of-Ways/ROWs (MR)	Bid No. 033-2730-20/RW	January 1, 2025 - December 31, 2025	Annual Estimated Expenditure Includes a rate increase request by the vendor as allowed per the Invitation to Bid provision (3.60%) $510,000
Information Consultants, Inc.	Annual Laserfiche Maintenance and Support Services	City of Boynton Beach Service Agreement 010-1510-21/RW	January 5, 2025 – January 4, 2026	Annual Estimated Expenditure $128,000
Atlantic Southern Paving and Sealcoating, LLC; M & M Asphalt Maintenance Inc. dba All County Paving	Asphalt and Sidewalk Rehabilitation	Bid No. PWE22-08	April 5, 2025 to April 4, 2026	Annual Estimated Expenditure $2,400.000

How will this affect city programs or services?

This renewal report will be used for solicitations, contracts/agreements, and piggybacks that are renewed/extended with the same terms and conditions and pricing as the initial award.

Fiscal Impact: Funds have been budgeted under the line items as noted on the attached report.

Attachments:
$100K over REQUEST FOR BID EXTENSIONS December 17 2024 Report - Exhibit A.docx
Renewal Interest Letter - 031-2730-20/RW - Parks Future Parks - Cayco Landscaping 2025-2025.pdf
24.10.28 - 032-2730-20/RW - CAYCO 2025 Price Increase Request-Memo.pdf

24.10.28 - CAYCO 2025 Price Increase Request-Memo - 031-2730-20-RW Parks Future Parks-Scrubs.pdf
24.10.28 - Renewal Interest Letter - 032-2730-20/RW - Cayco Landscaping - Facility Sites - 2025.pdf
Renewal Interest Letter - 033-2730-20/RW - Batallan Enterprises, Inc. dba Property Works - Signed
033-2730-20/RW - Batallan Enterprises, Inc. dba Property Works - Increase letter City of Boynton FY25.pdf
Renewal_Interest_Letter-Laserfiche Support Maint Information Consultants 25-26 - signed.pdf
Renewal Interest Letter-Southern Asphalt Paving 25-26 Signed.pdf
Renewal Interest Letter -M &M Asphalt-All County 25-26 Signed.pdf

CITY OF BOYNTON BEACH
REQUESTS FOR BID EXTENSIONS AND PIGGY-BACKS OVER $100,000
DECEMBER 17, 2024

REQUESTING DEPARTMENT: ***Public Works***
DEPARTMENT CONTACT: ***Annalie Holmes***
TERM: ***January 1, 2025, to December 31, 2025***
SOURCE FOR PURCHASE: ***City of Boynton Beach Bid 031-2730-20/RW Landscaping Maintenance Services for Parks, Future Parks/Scrubs***
ACCOUNT NUMBER: ***001-2730-572.49-17***

VENDOR(S): ***Cayco Landscaping***
ANNUAL ESTIMATE: ***$175,000***

DESCRIPTION:
On December 15, 2020, by Resolution R20-143, Commission approved the award and authorized the City Manager to sign the Contract with Blue Marlin Investments, Inc. dba Cayco Landscaping based on Bid No. 031-2730-20/RW for Landscape Maintenance Services for Parks, Future Parks/Scrub Perimeters. The Agreement was for an initial three (3) years, with an option to renew for two (2) one-year terms (exercised separately) subject to vendor acceptance, and satisfactory performance. The Vendor requests a price adjustment in accordance with the price escalation/de-escalation provision within the Invitation to Bid; which shall not exceed the previous one (1) year's percentage change of the Consumer Price Index (CPI) published by the U.S. Department of Labor's Bureau of Labor Statistics. The City obtains the CPI Index from the Municipal Cost Index, developed exclusively by American City and County Magazine at https://www.americancityandcounty.com/municipal-cost-index-2023. The vendor has agreed to renew the contract with a 3.60% price increase for the 1st one (1) one-year term. Approve the 1st one-year renewal term from January 1, 2025, through December 31, 2025.

REQUESTING DEPARTMENT: ***Public Works***
DEPARTMENT CONTACT: ***Annalie Holmes***
TERM: ***January 1, 2025, to December 31, 2025***
SOURCE FOR PURCHASE: ***City of Boynton Beach Bid No. 032-2730-20/RW Landscaping Maintenance Service for Facility Sites***
ACCOUNT NUMBER: ***001-2730-572.49-17***

VENDOR(S): ***Cayco Landscaping***
ANNUAL ESTIMATE: ***$160,000***

DESCRIPTION:
On December 15, 2020, by Resolution R20-144, Commission approved the award and authorized the City Manager to sign the Contract with Blue Marlin Investments, Inc. dba Cayco Landscaping based on Bid No. 032-2730-20/RW for Landscape Maintenance Services for Facility Sites. The Agreement was for an initial three (3) years, with an option to renew for two (2) one-year terms (exercised separately) subject to vendor acceptance, and satisfactory performance. The Vendor requests a price adjustment in accordance with the price escalation/de-escalation provision within the Invitation to Bid, which shall not exceed the previous one (1) year's percentage change of the Consumer Price Index (CPI) published by the U.S. Department of Labor's Bureau of Labor Statistics. The City obtains the CPI Index from the Municipal Cost Index, developed exclusively by

American City and County Magazine at https://www.americancityandcounty.com/municipal-cost-index-2023. The vendor has agreed to renew the contract with a 3.60% price increase for the 1st one (1) one-year term. Approve the 1st one-year renewal term from January 1, 2025, through December 31, 2025.

REQUESTING DEPARTMENT: ***Public Works***
DEPARTMENT CONTACT: ***Annalie Holmes***
TERM: ***February 1, 2025, to January 31, 2029***
*SOURCE FOR PURCHASE****: City of Boynton Beach Bid No. 033-2730-20/RW Landscaping Maintenance Service for Medians and Right-of-Ways/ROWs (MR)***
ACCOUNT NUMBER: ***001-2512-541.49-17***

VENDOR(S): ***Batallan Enterprises, Inc. dba Property Works***
ANNUAL ESTIMATE: ***$510,000***

DESCRIPTION:
On December 15, 2020, by Resolution R20-144, Commission approved the award and authorized the City Manager to sign the Contract with Batallan Enterprises, Inc. dba Property Works based on Bid No. 033-2730-20/RW for Landscape Maintenance Services for Medians and Right-of-Ways/ROWs (MR). The Agreement was for an initial three (3) years, with an option to renew for two (2) one-year terms (exercised separately) subject to vendor acceptance, and satisfactory performance. The Vendor requests a price adjustment in accordance with the price escalation/de-escalation provision within the Invitation to Bid, which shall not exceed the previous one (1) year's percentage change of the Consumer Price Index (CPI) published by the U.S. Department of Labor's Bureau of Labor Statistics. The City obtains the CPI Index from the Municipal Cost Index, developed exclusively by American City and County Magazine at https://www.americancityandcounty.com/municipal-cost-index-2023. The vendor has agreed to renew the contract with a 3.60% price increase for the 1st one (1) one-year term. Approve the 1st one-year renewal term from January 1, 2025, through December 31, 2025.

REQUESTING DEPARTMENT: ***ITS***
DEPARTMENT CONTACT: ***Fred Harris***
TERM: ***January 5, 2025 to January 4, 2026***
SOURCE FOR PURCHASE: ***City of Boynton Beach Service Agreement No. 010-1510-21/RW***
ACCOUNT NUMBER:
Various City Departments
001-1510-513.46-91
001-2112-521.46-91
401-2821-536.46-91
001-5001-590.49-17

VENDOR(S): ***INFORMATION CONSULTANTS, INC.***
ANNUAL ESTIMATE: ***$128,000***

DESCRIPTION:
On January 5, 2021, by Resolution No. R21-004, Commission approved the Vendor Service Agreement for the Solution Provider Services and Software Maintenance and Support of Laserfiche, the City's Enterprise Content Management System with Information Consultants, Inc. of Miami, Florida. The Agreement allows for an initial (1) year period with four (4) one-year renewal periods. The vendor has agreed to renew the Agreement for the 4th one-year renewal term with the same prices, terms, and conditions.

REQUESTING DEPARTMENT: ***Public Works Engineering, Construction Services***
DEPARTMENT CONTACT: ***Carl Frumenti***
TERM: ***April 5, 2025 to April 4, 2026***
SOURCE FOR PURCHASE: ***City of Boynton Beach Service Bid No. PWE22-088, Asphalt and Sidewalk Rehabilitation***
ACCOUNT NUMBER:
303-4904-541.63-24
303-4904-580.63-08
303-4904-541.63.03

VENDOR(S): ***Atlantic Southern Paving and Sealcoating, LLC; M & M Asphalt Maintenance Inc. dba All County Paving***
ANNUAL ESTIMATE: ***$2,400,000.00***

DESCRIPTION:
On April 5, 2022, by Resolution No. R22-057, Commission approved the award and authorized the City Manager to sign contracts for Bid No. PWE22-008 for Asphalt and Sidewalk Rehabilitation with Atlantic Southern Paving and Sealcoating, LLC and M & M Asphalt Maintenance, Inc. dba All County Paving. The initial Agreement was for three (3) years with two (2) one-year renewal terms. The vendor has agreed to renew the Agreement for the 1st one-year renewal term with the same prices, terms, and conditions.

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

November 21, 2024

M & M Asphalt Maintenance Inc. dba All County Paving
Attn: Jeffrey Cohen
1180 SW 10th Street
Delray Beach, FL 33444

VIA EMAIL TRANSMITTAL TO: publicworks@allcountypaving.com

BID.: ASPHALT AND SIDEWALK REHABILITATION

BID No.: PWE22-008

CURRENT BID TERM: *April 5, 2022 – April 4, 2025*

Dear Jeffrey Cohen:

The current bid term for "ASPHALT AND SIDEWALK REHABILITIATION" expires on April 5, 2025.

The agreement documents allow for two (2) additional one (1) year extensions. The City of Boynton Beach would like to extend the agreement for its 1st renewal for an additional one-year period with the same terms, conditions, and pricing.

Please indicate your response on the following page and return it to Procurement Services via email to prattt@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Taralyn Pratt, Assistant Purchasing Manager at (561) 742-6308.

Sincerely,

Taralyn Pratt

Taralyn Pratt
Assistant Purchasing Manager

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

November 21, 2024

BID.: ASPHALT AND SIDEWALK REHABILITATION

BID No.: PWE22-008

Agreement between the City of Boynton Beach and Atlantic Southern Paving and Sealcoating, LLC.

AGREEMENT RENEWAL TERM: *APRIL 5, 2025 – APRIL 4, 2026*

X Yes, I agree to renew the existing agreement under the same terms, conditions, and pricing for an additional one-year term.

_____ No, I do not wish to renew the bid for the following reason(s) _____

_____

_____

M&M Asphalt Maintenance Inc. dba All County Paving

NAME OF COMPANY

SIGNATURE

Kenneth Goldberg

NAME OF REPRESENTATIVE (please print)

President

TITLE

11/21/24

DATE

561-588-0949

(AREA CODE) TELEPHONE NUMBER

Public Works@AllCountyPaving.com

E-MAIL

Capital Improvement Program
Project Information & Financial Plan Form

Project Name:	Task 196 - SE 3rd St Improvements		**Dept./Location:**	Public Works
Project #:	RP		**Project Type:**	Improv/Renovation
		Amount	**Project Manager:**	Kevin Ramsey
Project G/L #:	303-4905-580.63-08	$ 173,073	**Project Duration:**	45 days
	303-4904-541.63-24	$ 126,251		
	303-4904.541.63-03	$ 6,340		

PROJECT DESCRIPTION/SCOPE

Project to include road resurfacing , sidewalk repairs and infill, and ADA compliance. Also several driveway aprons will need to be reconstructed to match the propoer slopes to meet ADA criteria.

PROJECT PICTURE (Copy and Paste or Insert)



BUSINESS CASE/JUSTIFICATION

Road is at the end of its useful service life and has many areas of ponding that are accelerating deterioration. Also this street as intermittent portion of sidewalk. We need to complete ths pederstian network and conform to current ADA standards.

DISTRICT	3

PROJECT SCHEDULE

	Start		Completion	
	Estimated	Actual	Estimated	Actual
Planning / Study				
Design				
Contract Advertise/Award				
Construction	March ' 25		April '25	
Project In Service Date				

PROJECT PRIORITY

High		Critical - tied to mandates or safety
Medium	x	Maintain level of service, operational savings
Low		Moderate benefit

PROJECT CRITERIA

Replacement of Facilities/Equipment (New)	
Expansion of Facilities (Modification)	
Enhance Service to Public	x
Regulatory or Commission Mandate	
Reduce Costs	
Generate Revenue	
Health & Safety	x
Security / Fire Control	
ADA Complaince	x

RISK / CHALLENGES

The risk of not completing this project will create additional costs of replacement of the road segment. Additionally there are several non-compliant sidewalks and ramps that need correction and the infill section are required to complete a continuous pedestrain travel network through the neighborhood and to acess the neighborhood park w/out walking in the roadway.

SOURCE OF FUNDS	**Prior Years**	**FY 25/26**	**FY 26/27**	**FY 27/28**	**FY 28/29**	**FY 29/30**	**Project Total**
General Gov't CIP Fund (302)	$0	$0	$0	$0	$0	$0	$0
Local Gov't Surtax Cap Fund (303)	$0	$305,664	$0	$0	$0	$0	$305,664
Transfers In							
General Fund (001)	$0	$0	$0	$0	$0	$0	$0
Local Option Gas Tax (104)	$0	$0	$0	$0	$0	$0	$0
Parks & Rec Trust Fund (141)	$0	$0	$0	$0	$0	$0	$0
Rec Program Revenue Fund (172)	$0	$0	$0	$0	$0	$0	$0
Public Service Debt Fund (207)	$0	$0	$0	$0	$0	$0	$0
Utility Cap Improv Fund (403)	$0	$0	$0	$0	$0	$0	$0
Utility Cap Fees (404)	$0	$0	$0	$0	$0	$0	$0
Golf Fund (412)	$0	$0	$0	$0	$0	$0	$0
Debt (Current or New _____)	$0	$0	$0	$0	$0	$0	$0
Grant (Name _____ & ___% shar	$0	$0	$0	$0	$0	$0	$0
TOTAL	$0	$305,664	$0	$0	$0	$0	**$305,664**

USE OF FUNDS	**Prior Years**	**FY 25/26**	**FY 26/27**	**FY 27/28**	**FY 28/29**	**FY 29/30**	**Project Total**
Planning/Design	$0	$0	$0	$0	$0	$0	$0
Construction	$0	$305,664	$0	$0	$0	$0	$305,664
Furniture & Equipment	$0	$0	$0	$0	$0	$0	$0
Technology Software/Hardware	$0	$0	$0	$0	$0	$0	$0
Art (1% of Construction)	$0	$0	$0	$0	$0	$0	$0
Contingency	$0	$30,566	$0	$0	$0	$0	$30,566
Program Management / Administration	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$336,230**	**$0**	**$0**	**$0**	**$0**	**$336,230**

Impact on Operating Budget	**Prior Years**	**FY 25/26**	**FY 26/27**	**FY 27/28**	**FY 28/29**	**FY 29/30**
Revenues (List:_____)	$0	$0	$0	$0	$0	$0
Personnel	$0	$0	$0	$0	$0	$0
Other Operating	$0	$0	$0	$0	$0	$0

Capital Improvement Program
Project Information & Financial Plan Form

Project Name: Task 196 - SE 3rd St Improvements

Dept./Location: Public Works

Project #: RP

Project Type: Improv/Renovation

				Amount		
Supplies	$0	$0	$0	$0	$0	$0
Capital Outlay	$0	$336,230	$0	$0	$0	$0
TOTAL	**$0**	**$336,230**	**$0**	**$0**	**$0**	**$0**

Submitted by: Carl Frumenti **February 12, 2025**

Dept. Director: Department Director **February 12, 2025**

Capital Improvement Program
Project Information & Financial Plan Form

Project Name:	Task 213- Quantum Blvd Asphalt Repairs		**Dept./Location:**	Sidewalks
Project #:			**Project Type:**	Improv/Renovation
		Amount	**Project Manager:**	Carl Frumenti
Project G/L #:	303-4904-541.63.24	$ 164,980	**Project Duration:**	30 days
		$ -		
		$ -		

PROJECT DESCRIPTION/SCOPE

Remove/replace deteriorated existing asphalt path that has been compromised by tree roots infiltration.

BUSINESS CASE/JUSTIFICATION

Highly used walk path in the vicinity of multiple residential community is in poor/failing condition. In its current state this poses a trip and fall liability for the City.

DISTRICT 4

PROJECT PICTURE (Copy and Paste or Insert)



Quantum Blvd. Asphalt Walking Path Replacement

REMOVE AND REPLACE 6' ASPHALT PATHWAY IN AREAS SHOWN. SEE BOYNTON BEACH ENGINEERING STANDARD DETIL (pg. 4)

Root Prune as required at each tree location, remove all deleterious material, install new 6" TH rock base

PROJECT SCHEDULE

	Start		Completion	
	Estimated	Actual	Estimated	Actual
Planning / Study				
Design				
Contract Advertise/Award				
Construction	March '25		April'25	
Project In Service Date				

PROJECT PRIORITY

High	x	Critical - tied to mandates or safety
Medium		Maintain level of service, operational savings
Low		Moderate benefit

PROJECT CRITERIA

Replacement of Facilities/Equipment (New)	
Expansion of Facilities (Modification)	
Enhance Service to Public	x
Regulatory or Commission Mandate	
Reduce Costs	
Generate Revenue	
Health & Safety	x
Security / Fire Control	
ADA Complaince	x

RISK / CHALLENGES

The City risks exposure to potential law suits if the work is not completed in a timely fashion.

SOURCE OF FUNDS	**Prior Years**	**FY 25/26**	**FY 26/27**	**FY 27/28**	**FY 28/29**	**FY 29/30**	**Project Total**
General Gov't CIP Fund (302)	$0	$0	$0	$0	$0	$0	$0
Local Gov't Surtax Cap Fund (303)	$0	$164,980	$0	$0	$0	$0	$164,980
Transfers In							
General Fund (001)	$0	$0	$0	$0	$0	$0	$0
Local Option Gas Tax (104)	$0	$0	$0	$0	$0	$0	$0
Parks & Rec Trust Fund (141)	$0	$0	$0	$0	$0	$0	$0
Rec Program Revenue Fund (172)	$0	$0	$0	$0	$0	$0	$0
Public Service Debt Fund (207)	$0	$0	$0	$0	$0	$0	$0
Utility Cap Improv Fund (403)	$0	$0	$0	$0	$0	$0	$0
Utility Cap Fees (404)	$0	$0	$0	$0	$0	$0	$0
Golf Fund (412)	$0	$0	$0	$0	$0	$0	$0
Debt (Current or New _____)	$0	$0	$0	$0	$0	$0	$0
Grant (Name _____ & ___% shar	$0	$0	$0	$0	$0	$0	$0
TOTAL	$0	$164,980	$0	$0	$0	$0	**$164,980**

USE OF FUNDS	**Prior Years**	**FY 25/26**	**FY 26/27**	**FY 27/28**	**FY 28/29**	**FY 29/30**	**Project Total**
Planning/Design	$0	$0	$0	$0	$0	$0	$0
Construction	$0	$164,980	$0	$0	$0	$0	$164,980
Furniture & Equipment	$0	$0	$0	$0	$0	$0	$0
Technology Software/Hardware	$0	$0	$0	$0	$0	$0	$0
Art (1% of Construction)	$0	$0	$0	$0	$0	$0	$0
Contingency	$0	$16,498	$0	$0	$0	$0	$16,498
Program Management / Administration	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$181,478**	**$0**	**$0**	**$0**	**$0**	**$181,478**

Impact on Operating Budget	**Prior Years**	**FY 25/26**	**FY 26/27**	**FY 27/28**	**FY 28/29**	**FY 29/30**
Revenues (List:_____)	$0	$0	$0	$0	$0	$0
Personnel	$0	$0	$0	$0	$0	$0
Other Operating	$0	$0	$0	$0	$0	$0

Capital Improvement Program
Project Information & Financial Plan Form

Project Name: Task 213- Quantum Blvd Asphalt Repairs

Dept./Location: Sidewalks

Project #:

Project Type: Improv/Renovation

				Amount		
Supplies	$0	$0	$0	$0	$0	$0
Capital Outlay	$0	$181,478	$0	$0	$0	$0
TOTAL	**$0**	**$181,478**	**$0**	**$0**	**$0**	**$0**

Submitted by: Carl Frumenti **February 12, 2025**

Dept. Director: Department Director **February 12, 2025**

Public Hearing 6 P.M. or as soon thereafter as the agenda permits. The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.
02/18/2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/18/2025

Proposed Ordinance No. 25-001- Second Reading- An Ordinance of the City of Boynton Beach, Florida, approving the abandonment of the twenty-foot (20') wide alley abutting the approved Villages of East Ocean (north) mixed-use development as recorded in Plat Book 1, Page 23 of the public records of Palm Beach County; authorizing the City Manager to execute a disclaimer, which shall be recorded with this ordinance in the public records of Palm Beach County, Florida; and providing an effective date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-001 on Second Reading.

Explanation of Request:

The applicant is requesting abandonment (ABAN 2024.12.75233) of the remaining portion of the 20-foot wide alley abutting the approved Villages of East Ocean (North) mixed-use development (MSPM 17-003). As part of the site plan approval (MSPM 17-003), all right-of-way (ROW) within the block were abandoned (ORB 30293 PG 1088), except for the twenty (20)-foot wide alley in question. The abandonment request is outlined below:

Twenty (20)-foot wide Alley (ABAN 2024.12.75233): The applicant is requesting the abandonment of the remaining alley located between the Villages of East Ocean (North) and 401 E Ocean Avenue, a vacant commercial parcel (see Exhibit A – Location Map). The abandoned alley will be allocated in equal portions to the abutting property owner(s) per state statute. The abandoned alley will be developed to provide driveway access to 401 E. Ocean Avenue and Villages at East Ocean (North). Additionally, the property owner is required to record a non-exclusive ingress and egress easement, along with a construction agreement (see Exhibit C - Conditions of Approval).

The subject area is approximately 1,000 square feet, 20 feet wide by 50 feet (see Exhibit B – Legal Sketch and Description).

How will this affect city programs or services? None

Account Line Item and Description: None

Fiscal Impact: None

Attachments:
Ord. 25-001 Agenda Item 2727-2025 Ordinance - Abandonment of ROW ABAN 2024.12.75233.docx
Villages of East Ocean (North) ROW Abandonment Staff Report
Exhibit A-Location Map
Exhibit B - ROW Sketch and Legal Description
Exhibit C - Conditions of Approval
Exhibit D - Project Narrative

ORDINANCE NO. 25-001

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE ABANDONMENT OF THE TWENTY-FOOT (20') WIDE ALLEY ABUTTING THE APPROVED VILLAGES OF EAST OCEAN (NORTH) MIXED-USE DEVELOPMENT AS RECORDED IN PLAT BOOK 1, PAGE 23 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY; AUTHORIZING THE CITY MANAGER TO EXECUTE A DISCLAIMER, WHICH SHALL BE RECORDED WITH THIS ORDINANCE IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Applicant is requesting the abandonment of the remaining portion of the twenty-foot (20') wide alley located between the Villages of East Ocean (North) and 401 E Ocean Avenue, as recorded in Plat Book 1, Page 23 of the Public Records of Palm Beach County, Florida, lying between Lots 6 and 7 of said Block 5; and

WHEREAS, staff has determined that the requested abandonment would not adversely impact traffic or other City functions, and would not adversely impact other adjacent property owners; and

WHEREAS, comments have been solicited from the appropriate City Departments, and public hearings have been held before the City Commission on the proposed abandonment; and

WHEREAS, staff has determined that the subject right-of-way no longer serves a public purpose and therefore recommends approval of the request, subject to the accompanying conditions.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA THAT:

Section 1. The foregoing "Whereas" clauses are true and correct and incorporated herein by this reference.

Section 2. The City Commission of the City of Boynton Beach, Florida, does hereby abandon the twenty-foot (20') wide alley located between the Villages of East Ocean (North) and 401 E. Ocean Avenue, as recorded in Plat Book 1, Page 23 of the Public Records of Palm Beach County. The property being abandoned is more particularly described as follows:

> A PARCEL OF LAND IN THE NORTHEAST QUARTER (N.E.1/4) OF SECTION 28, TOWNSHIP 45 SOUTH, RANGE 43 EAST, CITY OF BOYNTON BEACH, PALM BEACH, COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:
>
> THAT PORTION OF A 20' ALLEY LYING IN BLOCK 5 OF THE PLAT OF BOYNTON, RECORDED IN PLAT BOOK 1, PAGE 23, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING BETWEEN LOTS 6 AND 7 OF SAID BLOCK 5.
>
> CONTAINING 1,000 SQUARE FEET, MORE OR LESS.

Section 3. The City Manager is hereby authorized and directed to execute the attached Disclaimer and cause the same to be filed, with this Ordinance, in the Public Records of Palm Beach County, Florida.

Section 4. This Ordinance shall take effect immediately upon passage.

[SIGNATURES ON FOLLOWING PAGE]

FIRST READING this 4th day of February 2025.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	_____	_____
Vice Mayor – Aimee Kelley	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Woodrow L. Hay	_____	_____
Commissioner – Thomas Turkin	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna Lamb
City Attorney

DISCLAIMER

KNOW ALL MEN BY THESE PRESENTS that the City Commission of the City of Boynton Beach, Florida, does hereby abandon the twenty-foot (20') wide alley located between the Villages of East Ocean (North) and 401 E. Ocean Avenue, as recorded in Plat Book 1, Page 23 of the Public Records of Palm Beach County, Florida. The property being abandoned is more particularly described as follows:

A PARCEL OF LAND IN THE NORTHEAST QUARTER (N.E.1/4) OF SECTION 28, TOWNSHIP 45 SOUTH, RANGE 43 EAST, CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA, BEING:

THAT PORTION OF A 20' ALLEY LYING IN BLOCK 5 OF THE PLAT OF BOYNTON BEACH, RECORDED IN PLAT BOOK 1, PAGE 23, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING BETWEEN LOTS 6 AND 7 OF SAID BLOCK 5.

CONTAINING 1,000 SQUARE FEET, MORE OR LESS.

IN WITNESS WHEREOF, the duly authorized officers of the City of Boynton Beach, Florida, have hereunto set their hands and affixed the seal of the City this ____ day of February, 2025.

CITY OF BOYNTON BEACH, FLORIDA

_____ _____

Maylee De Jesus, MMC
City Clerk

Ty Penserga, Mayor

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared by means of ☐ physical presence or ☐ online notarization, Ty Penserga, Mayor of the City of Boynton Beach, Florida, known to me to be the person described in and who executed the foregoing instrument, and acknowledged the execution thereof to be his free hand and deed as such officer, for the uses and purposes mentioned therein; that he affixed thereto the official seal of said corporation; and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the said State and County this _____ day of _____, 2025.

_____
NOTARY PUBLIC, State of Florida
My Commission Expires:

DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
MEMORANDUM NO. PZ 25-001

STAFF REPORT

TO: Mayor Ty Penserga
Members of the City Commission

THRU: Amanda B. Radigan, AICP, LEED AP
Planning and Development Director

FROM: Shiloh Toler, Engineer 1
Luis Bencosme, Principal Planner

DATE: January 24, 2025

PROJECT: Villages of East Ocean (North) ROW Abandonment
Abandonment of twenty (20)-foot wide Alley (ABAN 2024.12.75233)

REQUEST: Approval of the abandonment application (ABAN 2024.12.75233) of the 20-foot wide alleyway abutting the Villages of East Ocean (North) mixed-use development. Applicant: Manuel Mato, BB North, LLC.

BACKGROUND

The applicant is requesting abandonment (ABAN 2024.12.75233) of the remaining portion of the 20-foot wide alley abutting the approved Villages of East Ocean (North) mixed-use development (MSPM 17-003). As part of the site plan approval (MSPM 17-003), all right-of-way (ROW) within the block were abandoned (ORB 30293 PG 1088), except for the twenty (20)-foot wide alley in question. The abandonment request is outlined below:

> Twenty (20)-foot wide Alley (ABAN 2024.12.75233): The applicant is requesting the abandonment of the remaining alley located between the Villages of East Ocean (North) and 401 E Ocean Avenue, a vacant commercial parcel (see Exhibit A – Location Map). The abandoned alley will be allocated in equal portions to the abutting property owner(s) per State Statute. The abandoned alley will be developed to provide driveway access to 401 E Ocean Avenue and Villages at East Ocean (North). Additionally, the property owner is required to record a non-exclusive ingress and egress easement, along with a construction agreement (see Exhibit C - Conditions of Approval).

The subject area is approximately 1,000 square feet, 20 feet wide by 50 feet (see Exhibit B – Legal Sketch and Description).

The applicant has provided a project narrative and justification statements for the abandonment requests (see Exhibit D – Project Narrative).

The following is a description of the zoning districts and land uses of the properties that surround the subject abandonment requests:

Adjacent Uses:

North: Vacant parcels approved for a mixed-use development known as Villages at East Ocean – North (MSPM17-003), zoned Mixed-Use Core (MXC) with a Future Land Use classification of Mixed Use High (MXH).

South: Vacant lot zoned Neighborhood Commercial District (C2) with a Future Land Use classification of Local Retail Commercial (LRC).

East: Vacant parcel approved for a mixed-Use development known as Villages at East Ocean – North (MSPM17-003), zoned Mixed-Use Core (MXC) with a Future Land Use classification of Mixed Use High (MXH).

West: Right-of-Way of NE 3rd Street; further west, are developed residential parcels zoned Multi-family Residential (R3) with a Future Land Use classification of Local Retail Commercial (LRC) and Median Density Residential (MEDR).

ANALYSIS

A notice of the requests was mailed to owners of properties within 400 feet of the subject properties. and signs were posted for the City Commission meeting dates. The applicant has certified that they posted signage and mailed notices in accordance with Ordinance No. 04-007 & 05-004. A summary of the responses received from the City Engineering and Utilities, and the utility companies follows:

CITY DEPARTMENTS/DIVISIONS

Engineering	No objection.
Public Works/Utilities	No objection.
Planning and Zoning	No objection.

PUBLIC UTILITY COMPANIES

Florida Power and Light	No objection. If easements and relocation of utilities are necessary they will be at the developer's cost.
AT&T	No objection. If easements and relocation of utilities are necessary they will be at the developer's cost.
Florida Public Utilities	No objection.
Comcast:	No objection.

RECOMMENDATION

Staff has determined that the requested abandonment (ABAN 2024.12.75233) would not adversely impact traffic or other City functions and would not adversely impact other adjacent properties. Based on the above-analysis, staff has determined that the subject alley segment no longer serves a public purpose other than retention of necessary utilities and therefore recommends APPROVAL of the request. Any conditions requested by the Commission will be placed in Exhibit C – Conditions of Approval.

EXHIBIT A
LOCATION MAP



A PARCEL OF LAND IN THE NORTHEAST QUARTER (N.E.1/4) OF SECTION 28, TOWNSHIP 45 SOUTH, RANGE 43 EAST, CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA, BEING:

THAT PORTION OF A 20' ALLEY LYING IN BLOCK 5 OF THE PLAT OF BOYNTON, RECORDED IN PLAT BOOK 1, PAGE 23, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING BETWEEN LOTS 6 AND 7 OF SAID BLOCK 5.

CONTAINING 1,000 SQUARE FEET, MORE OR LESS.

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION.
THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND STAMP, OR A DIGITALLY VERIFIED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY BROWN & PHILLIPS, INC.

John E Phillips
Digitally signed by John E Phillips
Date: 2024.03.27 12:12:35 -04'00'

JOHN E. PHILLIPS, III
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4826
DATE: _____

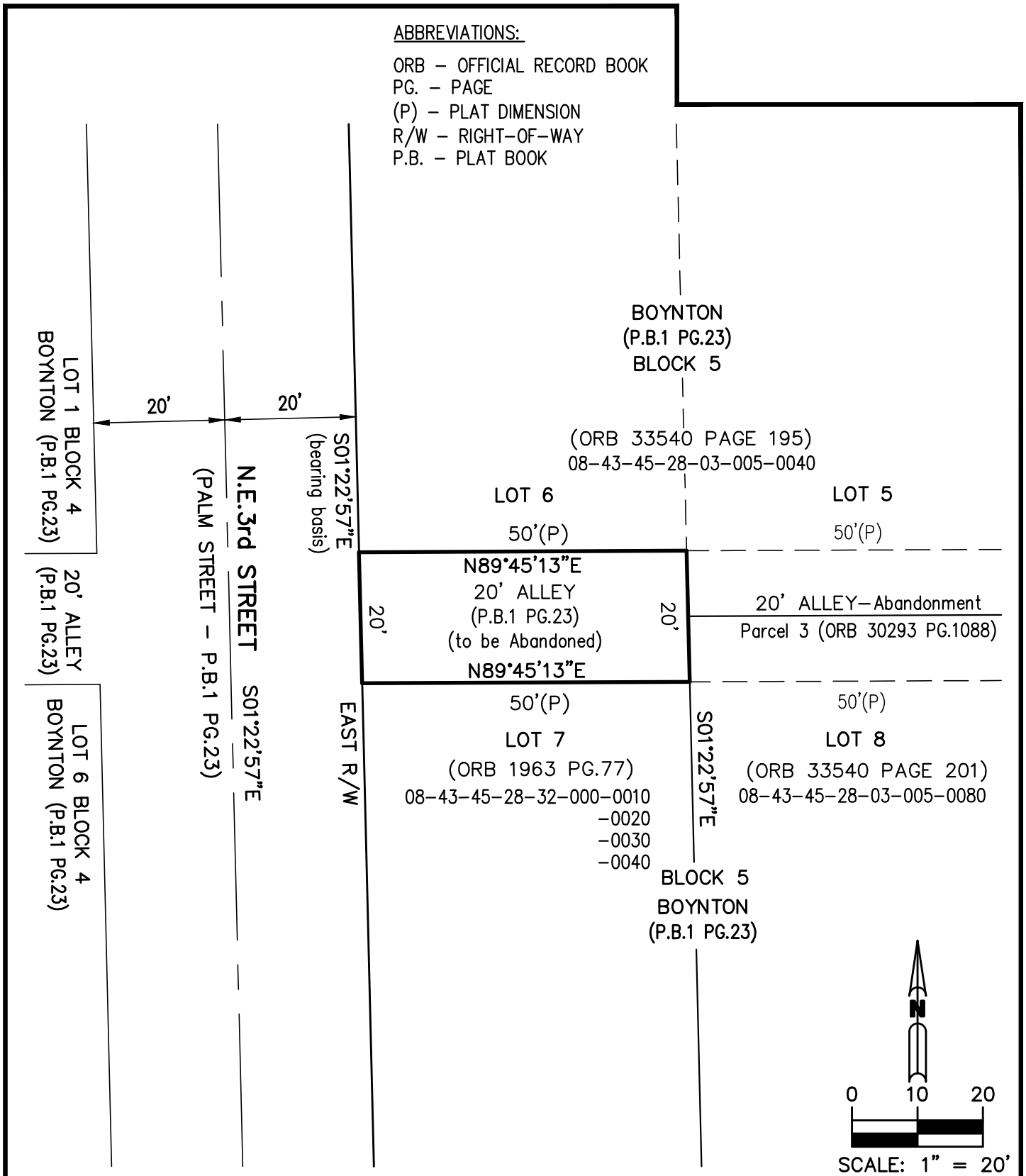
REVISIONS:

E-Mail: info@brown-phillips.com

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
1860 OLD OKEECHOBEE ROAD., SUITE 509,
WEST PALM BEACH, FLORIDA 33409
TELEPHONE (561)-615-3988, 615-3991 FAX

VILLAGES AT EAST OCEAN AVENUE ALLEY ABANDONMENT
(THIS IS NOT A SURVEY)

DRAWN: MDB	PROJ. No. 22-023
CHECKED: JEP	SCALE: NONE
LEGAL DESCRIPTION	DATE: 3/27/24
	SHEET 1 OF 2



E-Mail: info@brown-phillips.com

BROWN & PHILLIPS, INC.
PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
1860 OLD OKEECHOBEE ROAD., SUITE 509,
WEST PALM BEACH, FLORIDA 33409
TELEPHONE (561)-615-3988, 615-3991 FAX

VILLAGES AT EAST OCEAN AVENUE
ALLEY ABANDONMENT

(THIS SKETCH IS NOT A SURVEY)

DRAWN: MDB	PROJ. No. 22-023
CHECKED: JEP	SCALE: 1" = 20'
SKETCH TO ACCOMPANY LEGAL DESCRIPTION	DATE: 3/27/24
	SHEET 2 OF 2

S:\2022 drawing files\22-023\22-023 The Villages at East Ocean Avenue Plat and Plat Survey.dwg, 3/27/2024 9:24:00 AM

EXHIBIT "C"
Conditions of Approval

Project Name: The Villages at Eat Ocean (North) Right-of-Way Abandonment
File number: ABAN 2024.12.75233
Reference: 2nd review of plans identified as Alley Abandonment submitted on January 22, 2025.

DEPARTMENTS	INCLUDE	REJECT
ENGINEERING / PUBLIC WORKS / UTILITIES		
Comments:		
1. Record dedication of non-exclusive ingress and access easement and construction agreement.		
PLANNING AND ZONING		
Comments: No Comments		
UTILITY PROVIDERS		
Comments: No Comments		
CITY COMMISSION CONDITIONS		
Comments: None		

VILLAGES OF EAST OCEAN - NORTH

PROJECT NARRATIVE
Request(s): ROW Abandonment Application
Project/Case Number: 2024.12.75233
Submitted: December 19, 2024
Resubmitted: January 23, 2025

urban design studio

Urban Design
Land Planning
Landscape Architecture

BB North, LLC is the owner of the entire block bordered by the railroad to the east, Boynton Beach Blvd. to the north, Ocean Avenue to the south, and 3rd Street to the west, with the exception of the corner parcel at Ocean Avenue and 3rd Street. In 2017, under previous ownership, the property was approved for the *Villages at East Ocean* project. As part of the approval, all Rights of Way (ROW) within the block were vacated (ORB 30293 Pg 1088), with the exception of a small portion of the 20-foot alley in question.

An affiliate of BB North, LLC, Little BB North, LLC, has since acquired the corner parcel. As part of the project's engineering requirements, sewer lines will need to cross the alley location, necessitating the abandonment of the remaining 20-foot ROW section for the project to proceed. Provided is a sketch and legal of the area of ROW to be abandoned, prepared by Brown & Phillips, Inc. Both BB North and Little BB North have agreed to abandon the alley to facilitate these plans; the abandonment is to be divided equally and allocated to each adjacent property owner.

Abandonment of the right of way is also in compliance with the following criteria (with responses in bold):

a. Access – Does the subject land provide a legal means of access to a lot of record, subdivision or development? Would the vacation and abandonment cause or result in a permanent stoppage, interruption, or an unacceptable level of service for the subject lot or on neighboring lots, subdivisions, or developments with respect to police, fire, or other emergency services; or solid waste removal?

   Response: The abandonment of the right of way would not affect the properties for the following reasons:
   - **Both properties are under control by the same ultimate owner**
   - **Both properties are currently vacant lots with no driveways**
   - **Both properties front city streets and do not need the current alley for access**
   - **Both properties are providing each other with access easements over the right of way once abandoned**

b. Utilities – Does the subject land contain, support, or allow potable water, sanitary sewer, or any other utility (e.g. cable, telephone, electricity, gas, etc.), which would be

permanently stopped or interrupted, or cause an unacceptable level of service to the subject lot or neighboring lots, subdivisions, or developments?

Response:
- **There are no utilities located in the right of way and we have obtianed letters of no objection from all providers including Boynton Beach Utilities, FPL, Comcast, AT&T and Florida Gas**
- **The properties are all vacant**

c. Drainage and Wastewater Management – Does the subject land contain, support, or allow a legal means of drainage or wastewater management for such lot or on neighboring lots, subdivisions, or developments which would cause or result in the stoppage, interruption, or unacceptable level of service?

Response:
- **No, there is no drainage or wastewater management located in the right of way. The adjacent properties are current empty fields and a new development is planned which will have its own drainage**

d. Conservation – Does the subject land contain, support, or allow the means for the conservation or preservation of flora or fauna?

Response:
- **No**

We appreciate your consideration of this request for a ROW Abandonment Application (which is understood to classify as a Major Development Application) for the Villages of East Ocean – North project. Should you need any additional information, the project managers at UDS are Bradley Miller (bmiller@udsflorida.com) and Ailish Villalobos (avillalobos@udsflorida.com) who can be reached at 561-366-1100.

Public Hearing 6 P.M. or as soon thereafter as the agenda permits. The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.
02/18/2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/18/2025

Proposed Ordinance No. 25-002- Second Reading- An Ordinance of the City of Boynton Beach, Florida, amending Code of Ordinances Part III, "Land Development Regulations," Chapter 1, "General Administration," Article II, "Definitions," and Chapter 2, "Land Development Process," Article VI, "Impact and Selected Fees," Section 7, "Palm Beach County Fees" and establishing Section 10, "Mobility Fees;" providing for update of definitions; providing for repeal of the collection of County road impact fees within the mobility fee assessment area; providing for collection of mobility fees within the mobility fee assessment area; providing for authority; setting forth general provisions for mobility fees, definitions, purpose, the mobility fee technical report, and rules of construction; providing for imposition and a mobility fee schedule; providing for establishment of a mobility fee assessment area; providing for the process for review of alternative and special fee determinations, credits, establishment of a mobility fee benefit district, fund accounts, expenditures, refunds, effects on land development regulations, development of an administrative procedures and service charges, requirements for annual reporting, review and updates, agreements, interlocal agreements, vested rights, and penalties for violations; providing for conflicts; providing for severability; providing for scrivener's errors; providing for liberal interpretation; providing for modifications; providing for conflicts, severability and an effective date.

Requested Action:

Staff recommends approval of Proposed Ordinance No. 25-002, on Second Reading.

Explanation of Request:

On October 24, 2023, the City Commission authorized a study to move forward with development of a mobility fee. The Florida Legislature adopted House Bill 479 in 2024 that amended Florida Statutes to provide further guidance to local governments pursuing alternatives to transportation concurrency and road impact fees. The amendment included definitions for mobility plans and mobility fees and explicitly stated that any local government may adopt an alternative transportation system based on a mobility plan and a mobility fee.

The Mobility Fee Technical Report documents the future growth, the data and methodology

used to develop a mobility fee to mitigate the impact of new development, and establishment of a benefit district within the City. The updated Mobility Plan Projects serve as the basis to develop the City's Mobility fee and provide a foundation for the City to provide proactively prioritize projects to meet the growth, travel, and mobility needs of the community in a manner that is coordinated with the Future Land Use Element in the City's Comprehensive Plan. The updated Mobility Plan Projects contains walking and streetscape enhancements, curbless shared streets, roadway improvements, shared-use paths, sidewalks, bike lanes, boardwalks, transit circulators, water taxi service, mobility hubs, and multimodal programs, services, and studies.

The Mobility Fee is based on the updated Mobility Plan Projects, which is consisting of improvements, programs, and services, to: (1) improve the City's multimodal transportation system; (2) promote compact, mixed-use, and interconnected development; and (3) enhance mobility within the City for residents, employees, businesses, students, and visitors. The Mobility Fee is intended to be assessed on all new development within the Mobility Fee Assessment Area.

- Mobility Fees are not: (1) a reoccurring tax; (2) assessed to existing residential or non-residential property; or (3) deposited into general revenue funds of the City.
- Mobility Fees are: (1) a streamlined one-time assessment on new development; (2) intended to offset the impact of new development; and (3) deposited into special revenue funds for Mobility Fees to be expended within a defined benefit district.

Mobility Fees are legally and statutorily required to be spent on Mobility Projects that provide a mobility benefit to the new development that paid the Mobility Fee.

How will this affect city programs or services? Approval of this Ordinance will also develop, enhance, and maintain the transportation system which will serve needs of all sectors of the City in a safe, efficient, cost effective, and aesthetically pleasing manner that promotes multi-modal transportation options including walking, bicycling, and public transit.

Account Line Item and Description: N/A

Fiscal Impact: The approval of the proposed ordinance increases City revenue by imposing a Mobility Fee.

Attachments:
Ordinance 25-002 Agenda_Item_2728-2025_Ordinance_for__Imposition_of_MobilityFee__Amended.docx
Executive Summary for Mobility Plan Projects and Mobility Fee.pdf

Mobility Fee Technical Report with Updated Mobility Plan Projects.pdf
House Bill 479 Overview.pdf
business impact estimate Mobility Fee.pdf
Statutes & Constitution.pdf

ORDINANCE NO. 25-002

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING CODE OF ORDINANCES PART III, "LAND DEVELOPMENT REGULATIONS," CHAPTER 1, "GENERAL ADMINISTRATION," ARTICLE II, "DEFINITIONS," AND CHAPTER 2 ,"LAND DEVELOPMENT PROCESS," ARTICLE VI, "IMPACT AND SELECTED FEES," SECTION 7, "PALM BEACH COUNTY FEES" AND ESTABLISHING SECTION 10, "MOBILITY FEES;" PROVIDING FOR UPDATE OF DEFINITIONS; PROVIDING FOR REPEAL OF THE COLLECTION OF COUNTY ROAD IMPACT FEES WITHIN THE MOBILITY FEE ASSESSMENT AREA; PROVIDING FOR COLLECTION OF MOBILITY FEES WITHIN THE MOBILITY FEE ASSESSMENT AREA; PROVIDING FOR AUTHORITY; SETTING FORTH GENERAL PROVISIONS FOR MOBILITY FEES, DEFINITIONS, PURPOSE, THE MOBILITY FEE TECHNICAL REPORT, AND RULES OF CONSTRUCTION; PROVIDING FOR IMPOSITION AND A MOBILITY FEE SCHEDULE; PROVIDING FOR ESTABLISHMENT OF A MOBILITY FEE ASSESSMENT AREA; PROVIDING FOR THE PROCESS FOR REVIEW OF ALTERNATIVE AND SPECIAL FEE DETERMINATIONS, CREDITS, ESTABLISHMENT OF A MOBILITY FEE BENEFIT DISTRICT, FUND ACCOUNTS, EXPENDITURES, REFUNDS, EFFECTS ON LAND DEVELOPMENT REGULATIONS, DEVELOPMENT OF AN ADMINISTRATIVE PROCEDURES AND SERVICE CHARGES, REQUIREMENTS FOR ANNUAL REPORTING, REVIEW AND UPDATES, AGREEMENTS, INTERLOCAL AGREEMENTS, VESTED RIGHTS, AND PENALTIES FOR VIOLATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR LIBERAL INTERPRETATION; PROVIDING FOR MODIFICATIONS; PROVIDING FOR CONFLCTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section (1)(g) of the Florida Constitution and Chapter 166, Florida Statutes, the City has broad home rule powers to adopt ordinances to provide for and operate transportation systems, including bicycle lanes, boardwalks, pathways, shared-use paths, sidewalks, trails, transit circulators, mobility hubs, new roads, widen roads, curbless shares streets, walking and streetscape enhancements, multimodal corridors, water taxis, park once environments, programs, services and studies within the City; and

CODING: Words in ~~strike through~~ type are deletions from existing law;

Words in <u>underlined</u> type are additions.

WHEREAS, Palm Beach County currently has an established transportation concurrency and road impact fee system, which has been one part of an overall growth management program as set forth in the City of Boynton Beach Comprehensive Plan; and

WHEREAS, the Palm Beach County transportation concurrency and road impact fee system is principally focused on vehicular mobility, whereas a mobility fee system takes a comprehensive view of the provision of mobility through walking, biking, transit, motor vehicles, and new personal mobility technology; and

WHEREAS, section 163.3180, Florida Statutes, encourages any local government to develop tools and techniques, including the adoption of long-term strategies to facilitate development patterns that support multimodal solutions, adoption of area-wide service standards that are not dependent on any single road segment function, and establish multimodal service standards that rely primarily on non-vehicular modes of transportation where existing or planned community design will provide an adequate level of personal mobility; and

WHEREAS, section 163.3180, Florida Statutes, authorizes any local government to repeal transportation concurrency and encourages the adoption of an alternative transportation system; and

WHEREAS, pursuant to section 163.3180, Florida Statutes, the City has developed a Mobility Fee Technical Report with updated Mobility Plan Projects; and

WHEREAS, the City of Boynton Beach intends to replace collection of the current Palm Beach County road impact fee with a mobility fee system administered and programmed by the City to be paid by new development within the Mobility Fee Assessment Area consistent with the requirements for alternative transportation systems pursuant with section 163.3180, Florida Statutes;

WHEREAS, the mobility fee system focuses on person travel demand, which includes walking, biking, transit, and motor vehicular trips, generated by new development and the resulting impact on the capacity of the transportation system and accordingly requires the expenditure of revenue derived under that system to be used on mobility plan projects that increase person capacity; and

WHEREAS, the mobility fee system includes but is not limited to, considerations of the impact of person travel demand generated by new development on the person capacity of the transportation system as well as considerations of the impact of new development on overall mobility in the City; and

WHEREAS, the City is experiencing growth and new development that necessitates the addition and expansion of transportation facilities for a variety of modes to meet the

person travel demands of new development, including adequate and efficient mobility projects; and

WHEREAS, imposition of a mobility fee requiring new development within the Mobility Fee Assessment Area to contribute its attributable share of the cost of growth-necessitated mobility projects necessary and reasonably related to the public health, safety, and welfare of the people of the City, provided that the mobility fee does not exceed the actual amount necessary to offset the person travel demand on mobility projects generated by new development; and

WHEREAS, in 2019, the City Commission of the City of Boynton Beach adopted amendments to the Boynton Beach Comprehensive Plan that provided various goals, objectives, and policies that established the process and framework for the development of a Complete Streets Mobility Plan and Mobility Fee pursuant to section 163.3180, Florida Statutes; and

WHEREAS, the City, in its Transportation Element, sets out goals, objectives, and policies to develop and maintain a safe, convenient, efficient transportation system that recognizes present needs, reflects the Future Land Use Plan, and provides for safe, efficient multimodal transportation linkages; and

WHEREAS, the City Commission finds that this Ordinance supports and furthers those stated goals, objectives, and policies of the Transportation Element of the Comprehensive Plan as follows:

GOAL 2: "To develop and maintain a transportation system which will serve the transportation needs of all sectors of the City of Boynton Beach in a safe, efficient, cost-effective, and aesthetically pleasing manner that promotes multi-modal transportation options, such as walking, bicycling, and transit;"

Objective 2.4: "The City shall develop and maintain a safe, convenient, multi-modal transportation system, including walking, bicycling, and public transit, which will meet future as well as current transportation needs, particularly within the TCEA and the CRA;"

Policy 2.6.3: "The City may seek to repeal and replace Palm Beach County transportation concurrency, proportionate fair-share, and road impact fees with a Mobility Fee based upon a Complete Streets Mobility Plan. Repeal of Palm Beach County transportation concurrency, proportionate fair-share, and road impact fees will require consultation with Palm Beach County. The City may also apply a Mobility Fee to the city-maintained facilities, repealing City transportation concurrency and proportionate fair-share applicable to local roadways;"

Policy 2.6.4: "The Mobility Fee may be implemented and adopted citywide or may be adopted only for specific areas or districts within the City. For each such specific area

or district, an adopted Mobility Fee shall replace both Palm Beach County transportation concurrency, proportionate fair-share and road impact fees and City transportation concurrency and proportionate fair-share;"

Policy 2.6.6: "Should the City Commission elect to adopt a Mobility Fee, the City, within one year of adoption of the implementing Ordinance, shall update the Transportation and Capital Improvement Elements of the Comprehensive Plan to reflect the repeal of transportation concurrency, proportionate fair-share and road impact fees and update policies related to level and quality of service standards, complete streets, capacity determinations, backlogged facilities, transportation and associated multi-modal policies and other elements addressed in the Complete Streets Mobility Plan;"

Policy 2.6.7: "The Complete Streets Mobility Plan shall include provisions that address mobility between destinations and should address accessibility to, from destinations, and between modes of travel. The improvements in the Plan shall be based upon the expected, anticipated, or desired increase in new development, infill development, and redevelopment by the established horizon year and the associated increase in vehicular and person travel demand. The Complete Streets Mobility Plan shall include quality and level of service standards for all modes of travel;"

Policy 2.6.9: "The Complete Streets Mobility Plan may serve as a Master Plan for roads and transit within the City, and also function as a Bicycle, Pedestrian, Trails, Blueways, Greenways and other non-vehicular modes or travel Master Plan;"

Policy 2.6.10: "The Complete Streets Mobility Plan may also incorporate provisions for reduced heat island effects and improve air quality through trees and landscaping and to reduce stormwater run-off and water quality through the integration of low impact development techniques, bio-swales, rain gardens and other green techniques that can be incorporated into the planning, design and construction of transportation improvements;"

Policy 2.6.11: "The Complete Streets Mobility Plan may include policies related to land use to encourage multi-modal supportive development. The Plan may also include provisions that allow for reduction in development parking requirements in recognition of car and bicycle sharing in complete streets and parking strategies that reduce parking requirements for mixed-use, multi-modal development, and affordable housing;"

Policy 2.6.12: "The Mobility Fee would be a one-time assessment on new development or redevelopment that results in an impact to the transportation system through an increase in vehicular trips or vehicular miles of travel or an increase in person trips or person miles of travel. The Mobility Fee, consistent with State Statute, shall be

required to meet the dual rational nexus test and shall be reasonably attributable to the travel demand impact of new development, infill, and redevelopment;"

Policy 2.6.13: "The Mobility Fee may include provisions to encourage and incentivize new development, infill, and redevelopment within targeted areas of the City. The Mobility Fee may also include provisions to encourage affordable and workforce housing, mixed-use, multi-modal supportive development, and desired land uses that increase employment and attract economic development;"

Policy 2.6.14: "An application for private development may not be required to pay a Mobility Fee and also meet transportation concurrency, proportionate-fair share, and road impact fees to the extent the Mobility Fee address the same facilities and travel demand impacts as would be addressed through the application of transportation concurrency, proportionate-fair share and road impact fees for City and/or County or State maintained facilities;"

Policy 2.6.15: "In consideration of a future Complete Streets Mobility Plan, the City may review the Land Development Regulations to consider incentives for and accommodate the needs of compact four-and-two-wheel vehicles (such as hybrids, smart cars, and vespas/scooters, etc.) by assessing the parking requirements and other provisions of the code;" and

WHEREAS, the mobility fees imposed hereby (1) are in compliance with the "dual rational nexus test" developed under Florida case law, (2) meet the "essential nexus" and "rough proportionality" requirements established by the United States Supreme Court, in *Nollan v. California Coastal Commission*, 483 U.S. 825 (1987) and *Dolan v. City of Tigard*, 512 U.S. 374 (1994), (3) are consistent with the requirements set forth in section 163.3180, Florida Statutes, and (4) are consistent with and being imposed in accordance with section 163.31801, Florida Statutes; and

WHEREAS, the City Council has determined that the proposed Ordinance adopting a mobility fee will help to preserve and enhance the rational nexus between the need for mobility projects to meet the person travel demands generated by new development in the City and the mobility fees imposed on that new development based on mobility plan projects; and

WHEREAS, the establishment of a Mobility Fee Assessment Area defines the area within which mobility fees will be assessed and collected, and the Mobility Fee Benefit District defines the area within which mobility fees will be expended, ensuring that a rational nexus is established and maintained between the person travel demand from future development within the Mobility Fee Assessment Area and the funding of mobility

projects within the Mobility Fee Benefit District providing a mobility benefit to the new development for which the mobility fees were paid; and

WHEREAS, mobility fees collected will be deposited in the mobility fee fund created for the related mobility fee benefit district established herein and expended for the purposes set forth herein; and

WHEREAS, mobility fees imposed hereunder achieve the goals, objectives, and policies of the Comprehensive Plan and utilize the tools and techniques encouraged by section 163.3180, Florida Statutes; and

WHEREAS, the City has developed a Mobility Fee Technical Report with updated Mobility Plan Projects dated January 2025 prepared by NUE Urban Concepts, LLC, that provides the technical analysis to determine the mobility fee, based on the updated mobility plan projects on City, County, and State right-of-way within and adjacent to the City, which constitutes a proper factual predicate for imposition and expenditure of the mobility fees; and

WHEREAS, the City has determined that the enactment of this Ordinance adopting a mobility fee based on mobility plan projects will help to preserve and enhance the rational nexus between the extraordinary increase in-person travel demands generated by new development in the Mobility Fee Assessment Areas and the mobility fees imposed on that new development to fund mobility projects on City, County, and State right-of-way within and adjacent to the City that address that demand; and

WHEREAS, the City Commission has determined, based upon project development time frames, which are often delayed depending upon economic realities, to authorize the refund of collected mobility fees after seven (7) years; and

WHEREAS, the City shall assess an administrative service charge and may establish fees, based upon a Study accepted by the City Commission, associated with requests for mobility fee determinations, special assessments and studies, off-sets, and credits, and the administration and implementation, including amendments and updates, to the mobility plan and the mobility fee system, not to exceed actual cost consistent with section 163.3180, Florida Statutes; and

WHEREAS, the City shall develop administrative policies and procedures, accepted by the City Commission, for the administration, implementation, and update of the mobility plan and mobility fee to include, but not limited to, assessments, credits, determinations, imposition, off-sets, and studies; and

WHEREAS, the mobility fee shall be adjusted annually, based on the most recently published construction cost inflation factor from the most localized available sources, and

the City shall publish the adjusted mobility fees not more than 90 days before the annual adjustment, consistent with section 163.31801, Florida Statutes; and

WHEREAS, the City Commission has noticed, advertised, scheduled, and held public hearings in compliance with Florida Statutes on this proposed Ordinance; and

WHEREAS, the City Commission has determined that it is advisable and in the public interest to adopt and implement the proposed Mobility Fee Ordinance.

NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Boynton Beach, Florida, that:

Section 1. The recitations set forth above are incorporated herein.

Section 2. Part III, "Land Development Regulations," Chapter 1, "General Administration," Article II, "Definitions" of the City of Boynton Beach Code of Ordinances is amended as follows:

ARTICLE II. DEFINITIONS

…

ASSESSMENT AREA – A geographic area of the city or a specific development pattern where Mobility Fees are assessed for new development.

…

BENEFIT DISTRICT – A geographic area of the city where mobility fees paid by new development are expended on mobility projects.

…

COMPLETE STREETS – A transportation policy and design approach that requires multimodal transportation improvements to be planned, designed, operated, and maintained to enable safe, convenient, and comfortable travel and access for users of all ages and abilities regardless of their mode of transportation and to allow for safe travel by those walking, bicycling or using other forms of non-motorized travel, riding public transit or driving motor vehicles or low speed electric vehicles.

COMPLETE STREETS MOBILITY PLAN – The plan adopted by the City that identifies mobility projects to meet the person travel demands of new development.

…

DEVELOPMENT – A single use or combination of uses, proposed or approved, that may include but not be limited to a single-family subdivision, townhomes, rental apartments, condominiums, public facilities, commercial buildings, shopping centers, or industrial projects, possibly of similar design, constructed as a unified community. Development shall also include the meaning given in ~~F.S. §~~ section 380.04, Florida Statutes, pursuant to a development order or permit. For purposes of mobility fees, development means any new residential and non-residential construction or expansion of building(s), lane(s),

structure(s), or any changes in the use of any building(s), structure(s), or land use that will generate additional impact on the City's public facilities. See "Flood, Development."

…

EASEMENT, SPECIAL PURPOSE – Any easement dedicated in perpetuity to the public or the City, which authorizes a specific use including, but not limited to, the use, installation, construction, operation, maintenance, or repair of City facilities, including transportation, public access, communications, solar, and conservation. This term shall not include utility and/or drainage easements.

…

IMPACT – Any new development that results in an increase in person travel demand above the demand generated by the existing use of property.

…

MOBILITY – The ability to move people and goods from an origin to a destination by multiple modes of travel in a timely (speed) manner.

MOBILITY FEE – A monetary exaction imposed on new development to fund the most recently adopted mobility plan projects.

MOBILITY FEE ASSESSMENT AREA – A geographic area of the city where mobility fees are assessed on new development at the time of development permit application and paid prior to issuance of the permit.

MOBILITY FEE BENEFIT DISTRICT – A geographic area where mobility fees paid by future development are expended on multimodal projects identified in the Complete Streets Master Plan.

MOBILITY FEE EXPENSE – Expenses include: (a) the repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes, and any other form of indebtedness then outstanding consistent with statutory allowances and used to advance mobility projects identified in the Mobility Plan; (b) reasonable administrative and overhead expenses necessary or incidental to expanding and improving mobility projects; (c) crosswalks, traffic control and crossing warning devices, landscape, trees, multimodal way finding, irrigation, hardscape, and lighting related to projects; (d) micromobility devices, microtransit vehicles, programs and services, (e) mobility hubs, transit circulators, facilities, programs, shuttles, services and vehicles; (f) reasonable expenses for engineering studies, stormwater reports, soil borings, tests, surveys, construction plans, and legal and other professional advice or financial analysis relating to projects; (g) the acquisition of right-of-way and easements for the improvements, including the costs incurred in connection with the exercise of eminent domain; (h) the clearance and preparation of any site, including the demolition of structures on the site and relocation of utilities; (i) floodplain compensation, wetland mitigation and stormwater management facilities; (j) all expenses incidental to or

connected with the issuance, sale, redemption, retirement, or purchase of bonds, bond anticipation notes, or other forms of indebtedness, including funding of any reserve, redemption, or other fund or account provided for in the ordinance or resolution authorizing such bonds, notes, or other form of indebtedness consistent with statutory allowances and used to advance mobility projects identified in the Mobility Plan; (k) reasonable costs of planning, design, engineering, and construction, including mobilization, maintenance of traffic during construction and CEI (construction engineering and inspection) services of mobility projects, (l) city administration, implementation updates to the mobility plan and mobility fee, including any analysis, assessments, counts, data collection, plans, programs or studies needed for mobility projects, (m), local match for federal, state and county funded projects.

MOBILITY FEE OFF-SET – the equivalent amount of a mobility fee associated with an existing use of a building that is being redeveloped or where a change of occupancy or use is requested. The equivalent mobility fee shall be based on the current use of the building or the most recent use of the building for a vacant building. Upon demolition of a building, offsets shall be available for the period of time specified in the implementing ordinance from the date of demolition unless otherwise provided for in a written agreement with the City.

MOBILITY FEE TECHNICAL REPORT – The City of Boynton Beach Mobility Fee Technical Report with Updated Mobility Plan Projects dated January 2025, that documents the analysis, data, and methodology used to develop a mobility fee, as may be amended from time to time, and is adopted pursuant to an implementing ordinance which authorizes imposition of the mobility fee.

MOBILITY PLAN – The Streets Plan, Multimodal Corridors Plan, Transit Plan, and Mobility Plan Programs included in the City of Boynton Beach Mobility Fee Technical report dated January 2025, as may be amended from time to time, or updates to the City's Complete Street Mobility Plan, to meet future person travel demand and serves as the basis for the City's Mobility Fee.

MOBILITY PLAN PROGRAM – The mobility initiatives, plans, services, and studies that the City will undertake to implement the Mobility Plan that are not defined mobility projects and may be funded by mobility fees.

MOBILITY PLAN PROJECT – Corridor and intersection improvements such as bike lanes, buffered bike lanes, protected bike lanes, intersections, interchanges, landscape, shared-use paths, boardwalks, pedestrian overpasses or underpasses, roads, roundabouts, sidewalks, streets, and streetscape. Mobility plan projects also include policies, programs and services, wayfinding, micromobility devices, and transit vehicles, lanes, stops, and facilities, along with mobility hubs. Projects can include new or additional road travel lanes and turn lanes,

upgrade of roads that results in a change in functional classification of the road, complete and low speed streets, curbless shared streets, new or upgraded traffic signals, traffic synchronization, mobilization, maintenance of traffic, survey, geotechnical and engineering, utilities, construction, PD&E, planning, engineering and inspection, utility relocation, right-of-way, easements, land acquisition, stormwater management facilities. These projects may also be referred to as mobility projects, multimodal projects, or projects in the Mobility Fee Technical Report and Mobility Fee Ordinance.

…

MULTI-FAMILY RESIDENTIAL SQUARE FEET – The sum of the area (in square feet) of each building measured from the exterior surface of the exterior walls. This includes common areas, lobbies, leasing offices, and residential amenities not accessible to the public. Retail or office square footage leased to a third party would pay the applicable mobility fee rate. Square footage does not include parking garages or structures.

…

NON-RESIDENTIAL SQUARE FEET – The sum of the gross floor area (in square feet) of the area of each floor level under cover, including cellars, basements, mezzanines, penthouses, corridors, lobbies, stores, and offices, that are within the principal outside faces of exterior walls, not including architectural setbacks or projections. Included are all areas that have floor surfaces with clear standing head room (six feet six inches, minimum) and are used as part of the primary use of the property. If an area within or adjacent to the principal outside faces of the exterior walls is not enclosed, such as outdoor restaurant seating, areas used for storage of goods and materials, or merchandise display, and is determined to be a part of the primary use of property, this gross floor area is considered part of the overall square footage of the building. Areas for parking, circulation, ingress, egress, buffers, conservation, walkways, landscape, stormwater management, and easements or areas granted for transit stops or multimodal parking are not included in the calculation of square feet.

…

PERSON MILES OF CAPACITY (PMC) – The number of persons' “capacity” that can be accommodated, at a determined standard, on a facility while walking, bicycling, riding transit, driving, or using a mobility-assisted device over a defined distance.

PERSON MILES OF TRAVEL (PMT) – A unit used to measure person travel made by one person where each mile traveled is counted as one person mile. PMT is calculated by multiplying person trip length by the number of person trips. The increase in future person miles of travel is used to plan mobility project needs that form the basis for a mobility fee.

PERSON TRAVEL DEMAND (PTD) – The travel demand from new development based on trip generation, the percentage of new trips, vehicle trip lengths, limited access travel,

origin-destination factors, vehicle miles of travel, and person miles of travel factors. The resulting mobility fees are roughly proportional to the person travel demand per use and assessment area provided on the mobility fee schedule.

PERSON TRIP – a trip by one person by one or more modes of travel including, but not limited to, driving a motor vehicle or low speed electric vehicle, riding transit, walking, bicycling, or form of person powered, electric powered, or gasoline powered device.

…

SINGLE-FAMILY RESIDENTIAL SQUARE FEET – the sum of the area (in square feet) of each dwelling unit measured from the exterior surface of the exterior walls.

…

TRANSPORTATION SYSTEM – The right-of-way, easements, roads, streets, alleyways, curb-cuts, traffic control devices, stormwater management facilities, utilities, and multimodal facilities that allow for circulation, mobility, and parking within the City and accessibility to land uses, property, and modes of transportation within the City.

…

VEHICLE MILES OF TRAVEL (VMT) – A unit to measure vehicle travel made by a private motor vehicle, such as an automobile, van, pickup truck, or motorcycle, where each mile traveled is counted as one vehicle mile regardless of the number of persons in the vehicle. VMT is calculated by multiplying the length of a road segment by the total number of vehicles on that road segment.

VEHICLE TRIP – a single motor vehicle, regardless of the number of persons in the motor vehicle.

…

Section 3. Part III, "Land Development Regulations," Chapter 2, "Impact and Selected Fees," Article VI, "Impact and Selected Fees," Section 7, "Palm Beach County Fees" of the City of Boynton Beach Code of Ordinances is amended as follows:

Sec. 7. Palm Beach County Fees.

Palm Beach County ordinances require that certain impact fees be paid concurrent with development activities and collectible prior to the issuance of certain permitting fees. Developers in Boynton Beach shall pay such fees in accordance with Palm Beach County ordinances, except for road impact fees within the Mobility Fee Assessment Area. Developers within the Mobility Fee Assessment Area shall pay mobility fees to the City as a replacement for County Road impact fees in accordance with Chapter 2, Article VI, Section 10.

Section 4. Part III, "Land Development Regulations," Chapter 2, "Impact and Selected Fees," Article VI, "Impact and Selected Fees," Section 10, "Mobility Fees" of the

City of Boynton Beach Code of Ordinances is established as follows:

Sec. 10. Mobility Fees

A. General.

1. Purpose and Intent. This section is intended to impose a mobility fee, assessed at application for a development permit for new development that results in an increase in person travel demand and to be paid to the City prior to issuance of the development permit, in an amount based upon the person travel demand attributable to new development and the cost of providing the person miles of capacity needed to serve such person travel demand. This section shall not be construed to authorize the imposition of mobility fees related to mobility project needs attributable to existing development.

2. Pro Rata Share. This section is intended to allow new development in compliance with the comprehensive plan to share in the burdens of growth. New development shares in this burden by paying a pro rata share of the reasonably anticipated costs of mobility projects needed to accommodate the person travel demands created by new development, as well as by complying with other appropriate development order conditions.

3. Technical Report. Towards this end, mobility fees are based upon the calculation methodology incorporated in the "City of Boynton Beach Mobility Fee Technical Report with Updated Mobility Plan Projects" dated January 2025, approved by Resolution No. 25-036, as may be amended from time to time.

4. Applicability. A mobility fee is hereby imposed on new development within the Mobility Fee Assessment Area that results in an increase in person travel demand above and beyond the current use of property in accordance with Section 10. C. of this Article. The limits of the Mobility Fee Assessment Area are delineated in the Mobility Fee Technical Report. The general limits of the Assessment Area consist of all areas of the City east of Interstate 95 and portions of the City west of Interstate 95 with a western boundary that meanders and parallels Congress Avenue.

5. Benefit District. To ensure adherence with the benefits requirement of the dual rational nexus test, a Mobility Fee Benefit District has been established and is delineated in the Mobility Fee Technical Report. In recognition that person travel does not always end at city limits, but the Mobility Fee Benefit District extends beyond city limits. The general limits of the Benefit District consist of the northern boundary formed by Hypoluxo Road from US Hwy 1 to Military Trail, the eastern boundary is formed by portions of US Hwy 1, the Intercoastal, and the Atlantic Ocean, the southern boundary is formed by city limits and the L 30 Canal from the Intercoastal to Military Trail, and the western boundary is formed by Military Trail.

6. Terms and Definitions. See Chapter 1, Article II or the Mobility Fee Technical Report for the terms and definitions associated with mobility fees. Definitions provided in Chapter 1, Article II shall control over the Technical Report as it relates to mobility fees.

7. Waiver. Any request to waive a mobility fee shall be in accordance with the City Code of Ordinances Part II, Chapter 8, Economic Development, Section 8-1.

B. Adoption of Mobility Fee Technical Report. The report entitled "City of Boynton Beach Mobility Fee Technical Report with Updated Mobility Plan Projects dated January 2025," approved by Resolution No. 25-036, as may be amended from time to time, is hereby adopted. This adoption includes but is not limited to, the following: the mobility plan projects included in the Technical Report, the basis of the assumptions, conclusions, and findings in such report as to the basis of the mobility fee, the methodology to calculate the mobility fee, and detailed methodology supporting the City of Boynton Beach mobility fees consistent with the mobility plan projects included in the Technical Report. The Technical Report consists of maps identifying mobility plan projects for future consideration, tables identifying specific mobility projects reflected on the maps, and mobility projects consisting of services and programs not reflected on the maps, such as mobility programs. The Technical Report shall be maintained and made available by the City upon request.

C. Mobility Fee Imposition. The mobility fee imposed by this section shall apply to new applications for development permits submitted on or after May 20, 2025, for future development that results in an increase in person travel demand above and beyond the current use of property.

1. Exclusion. This section shall not be imposed on following permits:

a. No Increase in Demand. Room additions, remodeling, rehabilitation, or other improvements to an existing structure, provided there is no increase in person trips or person travel demand and no increase in square footage for non-residential uses and no increase in the number of dwelling units for residential uses;

b. Improvements for Mobility Impaired Persons. Room additions, remodeling, rehabilitation, or other improvements to an existing structure, provided there is a demonstration the changes are needed to an existing residence to accommodate a mobility impaired person or home care that requires additional space to live or recover for medical reasons;

c. Rebuilding of Structure. Rebuilding of a damaged or destroyed structure, whether voluntary or involuntary, provided there is no increase in the intensity of use or no increase in square footage for non-residential uses and no increase in the number of dwelling units for residential uses;

d. Change in Use. A change in use that does not generate additional person trips or person travel demand or any increase in square footage for non-residential uses or increase in the number of dwelling units for residential uses; or

e. Accessory Structures. Accessory buildings that do not result in an increase in person trips or person travel demand will be exempt from the fee (e.g., detached garages, sheds, parking structures, covered parking).

2. Imposition. There is hereby imposed upon all new development that results in an increase in person travel demand above and beyond the current use of land, a mobility fee assessed at the time of development permit application and due prior to the issuance of the development permit. No development permit shall be issued until said mobility fee shall have been paid except as otherwise herein provided. Mobility fees are assessed at the mobility fee rate in effect at the time of development permit application. If the development permit is for less than the entire contemplated development, the fee shall be computed for the amount of development covered by the development permit. The obligations for payment of mobility fees shall run with the land.

a. Attributable Travel. The mobility fee is calculated based on the person travel demand attributable to the uses included in the mobility fee schedule.

b. Increase in Demand. Additionally, the mobility fee will be imposed for any structure that is altered, expanded, replaced, or has a change in use that results in an increase in person travel demand above and beyond the existing use of land.

c. Proportionate Share. Any developer, who, prior to the effective date for mobility fees, paid City proportionate share may be eligible for a pro-rata credit. Administrate procedures shall detail the requirements for a proportionate share credit agreement and said agreement shall be required prior to issuance or utilization of any credit. The credit shall also be adjusted to account for service charges or payment of the service charges based on the amount of credit provided.

d. Change in Size or Use. If the person travel demand increases due to a change in size or use, the mobility fee assessed shall be the incremental difference resulting from the alteration, expansion, replacement, or change in use as determined by the uses in the mobility fee schedule. less the mobility fee that would be imposed based on the existing use prior to the alteration, expansion, or replacement.

e. Reduction in Impact. If there is a change in use that results in a decrease in person travel demand generated by the previously allowed use, the applicant shall not be entitled to a refund or credit.

f. Abandoned Use. A structure or use of land that is inactive and has been abandoned for a period of more than three (3) years shall not be considered an existing

or active use for purposes of calculating mobility fee off-sets. The mobility plan and mobility fee are to be updated every three (3) years, and person travel demand is measured on a yearly basis. Therefore, person travel associated with the use is no longer captured in collected data travel demand, which is used to plan for future needed mobility projects. The City shall be required to document its findings and provide evidence the use or structure has been vacant for more than three (3) years. The applicant would be required to document and provide evidence that the City finding was not accurate if a request for a mobility fee is requested, and the City has found that the use was vacant more than three (3) years.

g. Prior Mitigation. For uses and structures considered to be active, any previous payment of proportionate share, mobility fees, or road impact fees under this section may be credited against the appropriate mobility fees owed because of a change of use or reestablishing a use of land or structure that has been vacant is not considered abandoned.

h. Request for Credit or Off-Set. Any request for credit or offsets of a mobility fee shall be made prior to the submittal of a development permit application and shall be resolved prior to issuance of a development permit unless otherwise stated in a written agreement per the applicant and the City per the requirements detailed in the administrative procedures. Any credits or off-sets not so claimed shall be deemed waived by the fee payer.

D. Mobility Fee Schedule. Any person who shall initiate any new impact generating land development activity, except as otherwise provided for herein, shall pay a mobility fee, based on the applicable assessment area established in the mobility plan and mobility fee technical report, as set forth in the following Mobility Fee Schedule:

Mobility Fee Schedule

Use Categories, Use Classifications, and Representative Uses	Mobility Fee
Residential Uses per sq. ft., unless otherwise indicated	
Single-Family Residential Dwelling (Attached, Detached, Duplex, Accessory Dwelling, Townhouse) [1]	$2.25
Multi-Family Residential Dwelling (Apartment, Condo, 3 or more Attached Dwellings, Dormitory) [2]	$3.31
Mobile Residence (Mobile Home (MH), Recreational Vehicle (RV), MH and/or RV Park) [3] per space or lot	$3,059
Institutional per sq. ft.	

Community Serving (Civic Club, Gallery, Museum, Performance Venues, Place of Assembly or Worship)	$3.70
Group Home (Assisted Living, Care or Recovery Homes, Congregate Living Facility, Nursing Home)	$3.66
Private Education (Afterschool, Family Day Care, K-12, Pre-K, Trade School, Tutor)	$7.93
Commercial Recreational Uses [4] per sq. ft., unless otherwise indicated	
Marina (wet berths, dry slips, ancillary repair, yacht club) per berth	$3,168
Entertainment, Outdoor (Amusement, Golf, Multi-Purpose, Recreation, Sports, Tennis) per acre	$28,850
Entertainment, Indoor (Amusement Arcade, Exercise Studio, Fitness, Gym, Health, Indoor Sports, Recreation)	$16.34
Industrial Uses per sq. ft.	
Industrial (Assembly, Brewery, Development and Testing, Distribution and Processing, Microbrewing, Trades, Utilities)	$2.95
Commercial Storage (Boat / Vehicle, Junk /Salvage Yard, Recycling / Waste Management, Open, Self-Service, Warehouse) [5]	$1.18
Office Uses per sq. ft.	
Office (Administrative, Business, Hospital, Post Secondary Education, Professional, Real Estate)	$5.89
Medical or Dental Office (Clinic, Dental, Health Service, Laboratory, Professional Care, Emergency Care, Rehab, Veterinary)	$14.78
Retail Uses per sq. ft.	
Retail (Auto / Boat Rental or Sales, New or Used Merchandise, Personal or Pet Care, Sales, Services, Stores) [6]	$7.92
High Impact Retail (Alcoholic Beverages, Banks, Grocery Store, Pharmacy & Drug Store, Sit-Down Restaurant) [7]	$17.24
Convenience Retail (Convenience Store, Fast Food Restaurant, Gasoline Station) [7]	$41.38
Non-Residential Uses per applicable unit of measure [8]	

Auto / Boat / Car Wash (Automated, Cleaning, Dry, Detailing, Polishing, Self-Serve, Vacuum, Wash, Wax) [9] per lane or stall plus per five (5) Stations	$16,134
Auto Charging or Fueling (Commercial Facility which requires Membership or Payment) [10] per charging or fueling position	$14,039
Auto or Boat Repair / Service (Brakes, Install, Maintenance, Major, Minor, Quick Lube, Repair, Tint, Tires) [11]	$8,580
Bank or Financial Drive-Thru Lane or Free-Standing ATM [12] per lane or ATM	$20,661
Fast Food or Quick Service Restaurant Drive Thru [13] per lane	$37,215
Overnight Lodging (B&B, Condo Hotel, Hotel, Motel, Short-term Rental, Transient) [3] per room	$4,108
Retail Drive-Thru (Dry Cleaner, Dollar Store, Grocery Store, Pharmacy & Drug Store, Retail) [14] per lane	$18,288
Mobility Fee Schedule Footnotes	
[1] Single-Family Residential Square Feet is the sum of the area (in square feet) of each dwelling unit measured from the exterior surface of the exterior walls.	
[2] Multi-Family Residential Square Feet is the sum of the area (in square feet) of each building measured from the exterior surface of the exterior walls. This includes common areas, lobbies, leasing offices, and residential amenities not accessible to the public. Retail or office square footage leased to a third-party would pay the applicable mobility fee rate. Square footage does not include parking garages or structures.	
[3] Any retail, office, or non-residential square footage that is leased to a third-party use to provides drinks, food, goods, or services to the public shall be required to pay the applicable mobility fee per the individual uses identified in the mobility fee schedule.	
[4] For Commercial Recreational Uses that feature both indoor facilities and outdoor recreation, the indoor shall be based on the indoor mobility fee rate, the outdoor shall be made on the outdoor rate, any other uses shall pay the applicable mobility fee for the land use.	
[5] Acreage for any unenclosed material and vehicle storage, including but not limited to boats, commercial vehicles, recreational vehicles (RV), and trailers, sales and display shall be converted to square footage.	

[6] Retail includes all uses that do not fall under High Impact or Convenience Retail and generate less than 75 daily trips per 1,000 sq. ft. per the latest ITE Generation Manual or alternative study.
[7] High Impact Retail includes banks, pharmacies, sit down restaurants (non-fast food), grocery stores, supermarkets, beer, liquor, package, wine and spirits stores, bars, nightclubs, lounges. These uses generate between 75 and 250 daily trips per 1,000 sq. ft. per the latest ITE Generation Manual or alternative study. Convenience Retail includes convenience stores, gas stations, service stations, coffee, donut, sandwich, food and beverage that would be considered fast food or quick service restaurants. These uses generate between more than 250 daily trips per 1,000 sq. ft. per the latest ITE Generation Manual or alternative study.
[8] Non-residential uses are assessed applicable mobility fees per unit of measure in addition to the mobility fee assessed with the square footage of the building.
[9] Auto / Boat / Car Wash shall mean any car wash, wax, or detail where a third party or automatic system performs the cleaning service. Mobility Fees are assessed per bay or stall, plus per five (5) finishing stations. See definition for further detail. The applicable mobility fee rate would also be assessed for any additional building square footage under retail uses.
[10] Auto Charging or Fueling per position apply to a convenience store, gas station, general store, grocery store, supermarket, superstore, variety store, wholesale club or service stations with charging stations or fuel pumps. In addition, there shall be a separate mobility fee for the square footage of any retail building per the applicable mobility fee rate under retail uses. The number of charging or fueling positions is based on the maximum number of vehicles that could be charged or fueled at one time. Non-commercial vehicle charging stations associated with residential or non-residential uses that are required by the City or are provided by the owner as an amenity and not a commercial purpose shall not be assessed a mobility fee.
[11] Auto or Boat Repair/Service includes maintenance, repair, and servicing of motor vehicles. Mobility Fees are assessed per bay or stall, plus a retail rate associated with any additional building sq. ft. under retail uses for waiting areas, parts, and sales.

[12] Banks shall pay the High Impact Retail rate for the square footage of the building under the retail use category. Drive-thru lanes, Free Standing ATM's and Drive-thru lanes with ATM's are assessed a separate fee per lane or per ATM and are added to any mobility fee associated with a bank building. The free-standing ATM is for an ATM only and not an ATM within or part of another non-financial building, such as an ATM within a grocery store.

[13] Any drive-thru associated with a fast food restaurant will be an additive fee in addition to the applicable Convenience Retail mobility fee per square foot of the building. The number of drive-thru lanes will be based on the number of lanes present when an individual places an order or picks up an order, whichever is greater.

[14] Any drive-thru associated with a Retail or High Impact retail use will be assessed an additive mobility fee in addition to the applicable retail use mobility fee rate per square foot of the building. The number of drive-thru lanes shall be based on the total number of lanes available for either pick-up, drop-off, or placement of an order for goods or services.

E. Mobility fee determination.

1. Determination. The mobility fee shall be determined using the land use classifications in the mobility fee schedule pursuant to Section 10.D. Mobility Fee Schedule of this Article.

2. Closest use determination. In the event a project involves a use not contemplated under the mobility fee land use classifications in Section 10.D. Mobility Fee Schedule, the Planning and Zoning Director or their designee shall determine the mobility fee utilizing the closest land use classifications in the Technical Report approved by Resolution No. 25-036 and the administrative manual.

3. Mixed-use. In the event of a development that involves a mixed-use project, the mobility fee administrator shall determine the mobility fee based on each separate mobility fee land use classification included in the proposed mixed-use project.

4. Assessment. The mobility fee will be determined using the appropriate use category, land use classification, assessment rate, and rate established pursuant to Section 10.D. of this Article.

F. Alternative Determination.

Alternative mobility fee or special mobility fee determinations may be authorized. In the event an applicant believes that the cost to mitigate the impact of the development of improvements needed to serve the applicant's proposed development is less than the fee established in this Section, the applicant may request consideration of and submit an alternative mobility fee or special mobility fee determination request, along with an application and review fee as determined by the City and support materials to substantiate the request to the mobility fee administrator pursuant to the provisions of this section. If the mobility fee administrator finds that the data, information, assumptions, formulae, and methodology used by the applicant to calculate the alternative mobility fee or special mobility fee satisfy the requirements of this section, the alternative mobility fee or special mobility fee shall be deemed the mobility fee due and owing for the proposed development.

1. Calculation of Fee. The mobility fee administrator is responsible for calculating mobility fees in accordance with the provisions of this Section. If an applicant believes project impacts are lower than justified by the findings of this Section, or believes the proposed use is incorrectly assigned as identified in the mobility fee schedule, or that the assumptions that derive the mobility fee are not applicable to a specific proposed land use, an adjustment to the fees may be requested along with an application and review fee. The mobility fee administrator shall determine whether the request shall be reviewed as either an alternative mobility fee determination or a special mobility fee determination, based upon the impact of the proposed use on the multimodal transportation system. The process for reviewing alternative mobility fee determinations is listed below in Section 10.F of this Article The process for special mobility fee determinations for minor projects with significantly less impacts is found in Section 10.F of this Article.

2. Alternative Mobility Fee Determination.

a. The alternative mobility fee determination shall be based on data, information, assumptions, formulae, and methodology contained in this Article and the mobility fee study referred to in Section 10.B of this Article herein, or independent sources, provided that:

(1). The independent source is an accepted standard source of transportation engineering or planning data or information; or

(2). The independent source is a local study carried out by a qualified planner or engineer pursuant to an accepted methodology of planning or engineering; or

(3). Where different data, information, assumptions, formulae, or methodology are employed, such differences shall be specially identified and justified.

b. An alternative mobility fee calculation shall be undertaken through the submission of an application for review of an alternative mobility fee determination for the mobility fee component for which an alternative mobility fee calculation is requested. A developer shall submit such an application prior to the submittal of a building or special use permit application or as otherwise agreed to in the Mobility Fee. The City may submit such an application for any proposed land development activity for which it concludes the nature, timing, or location of the proposed development makes it likely to generate impacts costing substantially more to remedy than the amount of the fee that would be generated by the use of the Mobility Fee Schedule in Section 10.D.

c. Within twenty (20) days of receipt of an application for review of an alternative mobility fee determination, the mobility fee administrator, shall determine if the application is complete. If the mobility fee administrator determines that the application is not complete, a written statement specifying the deficiencies shall be sent to the applicant. The application shall be deemed complete if no deficiencies are specified. The mobility fee administrator shall take no further action on the application until it is deemed complete.

d. When the mobility fee administrator determines the application is complete, it shall be reviewed, and a written decision shall be rendered in thirty (30) days on whether the mobility fee should be modified and, if so, what the amount should be.

e. If the mobility fee administrator finds that the data, information, assumptions, formulae, and methodology used by the applicant to compute the alternative mobility fee calculation satisfies the requirements of this Article, the re-determined mobility fee shall be deemed the mobility fee due, and owing for the proposed land development activity. This adjustment in the fee shall be set forth in a mobility fee agreement which shall be entered into pursuant to Sections 10.H, Presumption, Agreements, and Security Requirements.

f. A determination by the mobility fee administrator that the alternative mobility fee re-determination does not satisfy the requirements of this Article may be appealed to the City Commission.

g. The applicant shall be responsible for the full costs that the City may incur to review the alternative mobility fee data and methodology, which may include consultant and legal costs. Payment will be due at the time of the request for the alternative calculations.

h. An applicant who submits a proposed alternative mobility fee pursuant to this section and desires the issuance of a building permit or special use permit prior to the resolution of the pending alternative mobility fee shall pay the applicable mobility fee

prior to, or at the time said applicant desires the building permit. Said payment shall be deemed paid "under protest" and shall not be construed as a waiver of any rights. Any difference in the amount of the mobility fee after the determination of the pending alternative mobility fee shall be refunded to the applicant.

3. Special Mobility Fee Determination. An applicant may request a special mobility fee determination for smaller, less intense projects when data and information are presented that substantiates that a project has unique characteristics other than those upon which the mobility fee calculation was based. It is the applicant's responsibility to submit adequate justification and support data to substantiate a lower impact to the mobility fee administrator. The mobility fee administrator may review the request and ask for additional information. The applicant is responsible for additional costs that the City may incur to review these special requests, including consultant and legal costs. Payment will be due at the time of request for the determination.

G. Reserved.

H. Reserved.

I. Mobility Fee Credits.

1. Capital Improvements Program. Only mobility projects included in the capital improvements program are eligible for mobility fee credits, except as provided for in Section 10.I. An applicant may request that the City Commission add mobility projects to the capital improvements program. The mobility projects requested for inclusion in the capital improvements program shall be based upon the mobility plan. The administrative manual shall detail the information required to request mobility projects be added to the capital improvements program for purposes of establishing mobility fee credits.

2. Adopted Plans. Mobility projects included in plans adopted by the City Commission, a Community Redevelopment Agency, the Palm Beach County Transportation Planning Agency (TPA), the Florida Department of Transportation (FDOT), Palm Beach County, a Transit Authority, a State of Florida Department, the Treasure Coast Regional Planning Council, or other governmental entity or utility provider may be considered for credit eligibility if the mobility fee administrator, in consultation with the City's Planning and Public Works Department, determines the mobility project implements the mobility goals of the Comprehensive Plan. The administrative procedures shall detail the information required to request consideration for multimodal projects identified in an adopted plan for purposes of establishing mobility fee credits.

3. Development Orders or Permits. An applicant may request mobility fee credit against any mobility fee assessed pursuant to Section 10.D. in an amount equal to

the cost of mobility projects or contributions of land, money or services for multimodal projects contributed or previously contributed, paid for or committed to by the applicant or his predecessor in interest where the mobility project is a condition of a development order or permit. The administrative procedures shall detail the information required to request establishing mobility fee credits for off-site multimodal projects or the upgrade of on-site mobility projects in excess of plan or code requirements pursuant to Section 10.I. of this Article that are a condition of a development order or permits issued by the City, County, or FDOT, or requested by the City Engineer, that increase person capacity above and beyond that needed to serve the new development may request credit. Mobility fee agreements pursuant to Section 10.H., shall be required.

4. Plan and Code Requirements. Mobility projects required to meet minimum Comprehensive Plan and Land Development Code requirements are not eligible for any mobility fee credit. Site access improvements for turn lanes, sidewalks, bike lanes, paths, trails, mobility hubs, round-a-bouts, or traffic signals internal to the development, along the adjacent boundary of the development, at development entrances, or immediately adjacent to the development and considered site-related are not eligible for any credit, except as provided for in Section 10.J. of this Article.

5. Amount of Mobility Fee Credit. The amount of developer contribution credit to be applied to the mobility fee shall be determined according to the following standards of valuation:

a. The appraised fair market land value of the contributed parcel as of the date of building permit, agreement to contribute, or contribution, whichever is earlier. The administrative manual shall detail requirements for qualifications of appraisers and establish a process if the City disagrees with the appraised value. No credit should be granted pursuant to this section unless the cost of the improvements or dedication of land were paid for and the contributions made within the last three (3) years; and

b. The cost of mobility projects shall be based upon documentation certified by a professional engineer or registered planner, and such documentation shall be reviewed and approved by the City Engineer. The City reserves the right to require the developer to competitively bid in accordance with the City Code, in which case the credit shall be limited to the actual cost or 100 percent of the lowest responsible bid amount, whichever is less. All bidders shall be qualified to construct the multimodal projects. The administrative manual shall provide additional detail on the types of documentation to be provided and detail the cost components of multimodal projects that may be eligible for credit; and

c. The administrative manual shall detail additional requirements for mobility fee credit documentation and the options available and process for any excess mobility fee credit.

6. Transfer of Mobility Fee Credit. Credit for contributions, payments, construction, or dedications of a mobility fee shall not be transferable to another property where a mobility fee is imposed, unless provided for in a developer agreement, mobility fee agreement, or as provided for in Florida Statute. Credit shall first be used for the full development potential of the land development activity for which a development order was approved before any excess credit can be considered for transfer to another property. The establishment, tracking and agreement to allow credit transfer shall be consistent with the processes and requirements detailed in the administrative procedures or as specified in a developer agreement or mobility fee agreement.

J. Mobility Fee Benefit District.

1. Intent. The establishment of mobility fee benefit district is the best method of ensuring that the mobility fees paid by new development provide a benefit to the new development which paid the mobility fees as required in the benefits test of the dual rational nexus test.

2. Expenditure. The mobility fee benefit district provides a clearly defined boundary for the expenditure of mobility fee revenue. Using the mobility fee benefit district ensures that funds paid by new development are spent on multimodal projects to accommodate person travel demand within the benefit district, providing a reasonable nexus between the expenditure of mobility fee revenue and the development for which the mobility fees are paid.

3. Establishment. The extent of the mobility fee benefit district shall be all areas within city limits, including existing County enclaves. For purposes of mobility fee expenditures, the Technical Report provides a Mobility Fee Benefits District Map.

K. Mobility Fee Fund Account. There is hereby-established a mobility fee fund account for the mobility fee benefit district. For accounting purposes, mobility fees shall be considered special revenue funds. Mobility fees collected from property located within the mobility fee benefit district shall be deposited into the corresponding mobility fee fund. Funds withdrawn from these accounts shall be used solely in accordance with the provision of sections 10.J. and 10.L. The mobility fee fund account is subject to audit and reporting requirements of section 163.31801, Florida Statutes, or as amended by the Legislature.

L. Mobility Fee Expenditures.

1. Expenditure of Funds. Amounts on deposit in the mobility fee fund account shall be used by the City solely for developing multimodal projects or for financing directly, or as a pledge against bonds, revenue certificates, and other obligations of indebtedness, the costs of multimodal projects, or portions thereof, that are located in the mobility fee benefit district from which the funds were collected, that are included in the capital improvement element or program, an adopted plan, as a development order or permit condition, or where the City Commission agrees to add the mobility project to the capital improvements program.

2 Prohibition. The amounts on deposit in the mobility fee fund shall not be used for an expenditure that would be classified as a transportation operation and maintenance expense unless expressly included in the capital improvements program or mobility plan with justification for using funds for the operation and maintenance of a mobility project.

3. Use of Funds. Funds withdrawn from the mobility fee account must be used solely in accordance with the provisions of this section. The disbursal of such funds shall require the approval of the City Commission upon recommendation of the City Manager.

4. Finding of Benefit. The use of mobility fees outside city limits but within the Mobility Fee Benefit District shall require a written finding with evidence that the expenditure of funds will provide a mobility benefit to the development that paid a mobility fee to the City.

5. Interest-Bearing Accounts. Any mobility fee funds on deposit not immediately necessary for expenditure shall be invested in interest-bearing accounts. Funds may be pooled for investment, provided all income derived from the fund's assets is deposited in the applicable fund account.

M. Mobility Fee Refunds.

1. Refund Required. The mobility fees collected pursuant to Section 10.D. of this Article shall be returned to the then present owner of the development if the fees have not been encumbered or spent by the end of the calendar quarter immediately following seven (7) years from the date the fees were collected, or if the development for which the fees were paid was never begun.

2. Refund Process. Mobility fees collected shall be deemed to be encumbered or expended on a “first in-first out” basis (i.e., the first money placed in a fee fund shall deemed to be the first money expended or encumbered). The following procedure will apply for requests for eligible refunds:

a. The then present owner must petition the City Commission for the refund within one (1) year following the end of the calendar quarter immediately following seven (7) years from the date on which the fee was received.

b. The petition must be submitted to the City Manager and must contain:

(1) A notarized sworn statement that the petitioner is the current owner of the property or his authorized agent; and

(2) A copy of the dated receipt issued for payment of the fee or other competent evidence of payment; and

(3) A certificate of title or attorney's title opinion showing the petitioner to be the current owner of the property or his authorized agent; and

(4) A copy of the most recent ad valorem tax bill; and

(5) A copy of the building permit or development agreement pursuant to which the mobility fees were paid.

c. Within sixty (60) days from the date of receipt of a petition for refund, the City Manager or designee shall advise the petitioner and the City Commission of the status of the fee requested for refund. For the purposes of determining whether fees have been spent or encumbered, the first money placed in a trust fund account shall be deemed to be the first money taken out of that account when withdrawals have been made in accordance with section 10.L.

d. When the money requested is still in the mobility fee fund account and has not been spent or encumbered by the end of the calendar quarter immediately following seven (7) years from the date the fees were paid, the money shall be returned with interest at the rate of one (1) percent per annum.

e. When a refund is requested because construction was never begun, all development order approvals shall have expired, and the applicant shall execute an agreement acknowledging the expiration of development order approval.

f. A request for a refund of mobility fees must be made one (1) year from the issuance of the building permit or special use permit or six (6) months from the expiration of the permit, whichever is later only if no development activity has started. The refund amount will be less ten (10) percent of the fees that were ultimately to have been paid, regardless of the amount actually paid, to cover administrative costs. If the applicant does not apply within the time limits stated above, there will be no refund.

N. Effect on Land Use and Development Regulations.

1. Land Use. The listing of a use in the mobility fee schedule is solely for purposes of establishing the applicable mobility fee schedule for such use, and such listing does not mean that the use is permitted or available under the applicable Comprehensive Plan Future Land Use Element and Zoning District requirements. In addition, the listing of the use in the mobility fee schedule shall not be considered evidence that the use is appropriate in any existing or future land use classification or zoning district.

2. Land Development Code. The payment of mobility fees does not ensure nor grant compliance with the City's land development code, including regulations relating to site access, corridor access management, substandard roads, secondary access, timing, and phasing, or mobility impact or site impact review. However, if such regulations require transportation mitigation for the same travel demand impacts addressed through the payment of mobility fees, such regulations shall be deemed to provide for mobility fee credit against imposed mobility fees consistent with Federal and State laws and this section.

O. Administrative Manual and Service Charges.

1. Administrative Procedures. The City shall prepare and periodically update mobility fee administrative procedures that addresses administration, implementation, and update of the mobility plan and mobility fee. The administrative manual shall address assessments, credit and off-set request, fee and land use determinations, special studies, expenditures, and monitoring. The administrative manual shall require acceptation by resolution of the City Commission.

2. Service Charges. The City shall prepare and periodically update mobility fee service charges to ensure that the City's general fund does not bear the full burden of administering and implementing the mobility fees, provided that the service charges does not exceed the City's actual costs of administration and implementation of the mobility fee system per Section 163.31801, Florida Statutes. Mobility fee service charges shall be in addition to the imposed mobility fee and shall account for future updates of the mobility plan and mobility fee in the service charge determination. The mobility fee service charge shall require acceptance by resolution of the City Commission.

P. Annual Report.

The City shall comply with all audit requirements of Florida Statutes. The City shall include in its annual Capital Improvements Plan update an accounting of projects funded by mobility fees. The annual budget shall indicate mobility fee revenues and expenditures.

Q. Review and Update.

1. Mobility Plan and Mobility Fee Update. The Mobility Plan and Mobility Fee shall be updated by the City at least once every four (4) years, with no more than five (5)

years between adoption. The Mobility Plan and Mobility Fee shall be reviewed annually during either the capital improvements budget process or the preparation of the mobility fee annual report. The review shall include a recommendation regarding the need for any interim updates due to factors such as increased cost, amendments to the Future Land Use Element and Map that result in the need for additional infrastructure, and the update of professional technical reports such as the ITE Trip Generation Manual or Highway Capacity Manual or the National Household Travel Survey used in the calculation of a mobility fee. The review and updates shall consider all factors utilized in the most recent computation of mobility fees. Any update more frequent than four (4) years would require a finding of extraordinary circumstances as provided for in Florida Statutes. However, if a full reevaluation and updates are not complete within the required four (4) year period, the last adopted mobility fee shall remain in effect until the reevaluation is complete.

2. Required Notice for Increase. Updates to the mobility fee that result in an increase shall be required to provide 90 days' notice before the increased fees are assessed on new development per Section 163.31801, Florida Statutes.

3. Annual Inflation Adjustment. To ensure that mobility fees keep pace with inflation, on January 1st of each calendar year, starting in 2026, the mobility fees in section 10.B. shall increase by the projected rate of inflation for the upcoming calendar year as determined by the most recent and localized inflation data available.

4. Annual Adjustment. The City shall adjust the mobility fees in section 10.D. of this Article on or before September 30th of each calendar year, starting in 2025, if necessary due to inflation.

5. Notice Provided. The City shall advertise any increase in mobility fees in a publication of general circulation available to City residents and businesses or as permitted by State Statute, on the City's website. The advertisement shall be published and posted 90 days prior to the increase of the mobility fees. The requirements of Section 10.Q.of this Article shall serve as the statutorily required notice to the public that mobility fees will increase on an annual basis, adjusted for inflation, and that Section 10.Q shall be deemed to address Statutory requirements that notice be provided 90 days prior to an increase in a mobility fee. The notice requirement related to sections 10.Q.3. and 4. is provided as a courtesy reminder only.

R. Developer Agreements.

1. Applicability. An applicant may enter into a developer agreement with the City to provide equivalent mobility projects necessary to serve new development.

2. Approval. Any developer agreement proposed by an applicant shall be presented to and approved by the City Commission prior to the issuance of permits. Any

such agreement shall provide for execution by any mortgagees, lienholders, or contract purchasers in addition to the landowner, and shall require the applicant to record such agreement in the public records of Palm Beach County. The City Commission shall approve such an agreement only if it finds that the new agreement will apportion the burden of expenditure for new facilities in a just and equitable manner, consistent with applicable Florida Statutes, case law, and this section.

3. Developer Agreement Amendment. If an applicant has previously entered into a developer agreement with the City with conditions, the applicant or applicant's successor in interest may request an amendment of the prior agreement to bring the conditions into consistency with this section. Applicant must file a request for such modification with the City within one (1) year of the effective date of this section.

S. Vested Rights.

1. Request. It is not the intent of this section to abrogate, diminish or modify the rights of any persons that have vested rights pursuant to a valid governmental act of the City. An applicant may petition the City Commission for a vested rights determination which could exempt the applicant from portions of this section. The City shall evaluate the petition and submit a recommendation to the City Commission based on the following criteria:

a. A valid, unexpired governmental act of the City authorizing the building for which applicants seek a certificate of occupancy exists.

b. Expenditures or obligations made or incurred in reliance upon the authorizing act are reasonably equivalent to the mobility fee required by Section 10.D.

c. That it would be inequitable to deny the applicant the opportunity to occupy a previously approved building under the conditions of the previous approval by requiring the applicant to comply with the provisions of this section.

T. Penalty. Violations of this section shall constitute a misdemeanor enforceable in accordance with the City Code, or by an injunction or other legal or equitable relief in the circuit court against any person violating this article, or by both civil injunctive and criminal relief.

Section 5. Codification. It is the intention of the City Commission of the City of Boynton Beach, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code and Ordinances of the City of Boynton Beach, Florida and that Sections of this Ordinance may be renumbered, re-lettered and

the word “Ordinance” may be changed to “Section,” “Article,” or such other word or phrase in order to accomplish such intention.

Section 6. Scrivener’s Errors. Corrections of typographical errors which do not affect the intent of this Ordinance may be authorized by the City Attorney without a public hearing by filing a corrected or re-codified copy with the City Clerk.

Section 7. Conflicts. That all Ordinances, parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 8. Ordinance to be Liberally Construed. This Ordinance shall be liberally construed to effectively carry out the purposes hereof, which are deemed not to adversely affect public health, safety, or welfare.

Section 9. Severability. If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and in no way affect the validity of the other provisions of this Ordinance.

Section 10. Effective Date. That this Ordinance shall take effect ninety (90) days after passage.

[SIGNATURES ON FOLLOWING PAGE]

FIRST READING this ____ day of _____, 2025.

SECOND, FINAL READING, AND PASSAGE this this ____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor– Ty Penserga	___	___
Vice-Mayor– Aimee Kelley	___	___
Commissioner– Angela Cruz	___	___
Commissioner– Woodrow L. Hay	___	___
Commissioner– Thomas Turkin	___	___
VOTE		___

ATTEST:

_____
Maylee De Jesus, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney





CITY OF BOYNTON BEACH

CITY OF BOYNTON BEACH

EXECUTIVE SUMMARY

UPDATED MOBILITY PLAN PROJECTS & MOBILITY FEE

JANUARY 2025

NUE URBAN CONCEPTS
LAND USE · MOBILITY · PARKING · FEES

futureplan

MOBILITY COHORT

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TABLE OF CONTENTS

Executive Summary	II
Updated Mobility Plan Projects	III
Mobility Fee	VIII
Streets Plan	IX
Multimodal Plan	X
Transit Plan	XI
Mobility Fee Assessment Area	XII
Mobility Fee Benefit District	XIII
Mobility Fee Schedule	XIV

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EXECUTIVE SUMMARY

In 1985, the Florida Legislature passed the Growth Management Act that required all local governments in Florida to adopt Comprehensive Plans to guide future development and mandated that adequate public facilities be provided "concurrent" with the impacts of new development. Transportation concurrency became the measure used by local governments to ensure that adequate public facilities, in the form of road capacity, was available to meet the transportation demands from new development.

By 1993, the Florida Legislature recognized that an unintended consequence of transportation concurrency is that it discouraged development in urban areas where road capacity was constrained and pushed development to suburban and rural areas where road capacity was either available or was cheaper to construct. In 2007, the Legislature introduced the concept of mobility plans and mobility fees as an alternative to transportation concurrency, proportionate share, and road impact fees. Mobility fees are a way for new development to equitably mitigate its impact (i.e., traffic) through a streamlined and transparent one-time payment to local governments.

In 2011, the Legislature eliminated state mandated transportation concurrency and made it optional for any local government. In 2013, the Legislature encouraged local governments to adopt alternative mobility funding systems, such as a mobility fee, based on a plan of improvements. In 2019, the Legislature required mobility fees follow the same statutory process requirements as impact fees.

In 2021, the City of Boynton Beach adopted a Complete Streets Mobility Plan that established a framework to enhance mobility for people walking, bicycling, riding transit and driving vehicles. The Plan emphasized safety and connectivity on arterial and collector roads, the majority of which are maintained and owned by Palm Beach County and the Florida Department of Transportation (FDOT). The Complete Streets Mobility Plan was also intended to serve as a basis for adoption of a mobility fee as an alternative to transportation concurrency and County road impact fees. There were events that occurred in 2021 that resulted in the City deciding to not move forward with adoption of a mobility fee.

In 2024, the City authorized a study to move forward with development of a mobility fee. The Florida Legislature adopted House Bill 479 in 2024 that amended Florida Statute to provide further guidance to local governments pursuing alternatives to transportation concurrency and road impact fees. The amendment included definitions for mobility plans and mobility fees and explicitly stated that any local government may adopt an alternative transportation system based on a mobility plan and a mobility fee. The amendment also stated that only one fee to mitigate transportation impacts from new development may be assessed by the local government that issues building permits. HB 479 provided guidance for a municipality to enter into an interlocal agreement with a county where the county assessed a transportation mitigation fee within the municipality.

The 2025 Boynton Beach Mobility Fee is based on updated Mobility Plan Projects that emphasize safe, convenient, connected, and visible projects primarily on City maintained and owned streets. City streets feature lower traffic volumes and slower speeds, which are more conducive to encouraging people to walk, bicycle, and ride transit. The updated Mobility Plan Projects also include County and State Road improvements. Over the next 20 years, the total cost of the updated Mobility Plan Projects is $271,969,256, of which $28,432,500, or 10.45%, are the cost for County Road improvements. Over the past 20 years, the County has collected over $32 million in road impact fees from new development in Boynton Beach and has expended roughly $2 million in the City. Over the next five (5) years, mobility fees collected by the City should be primarily expended on updated Mobility Plan Projects in the City.

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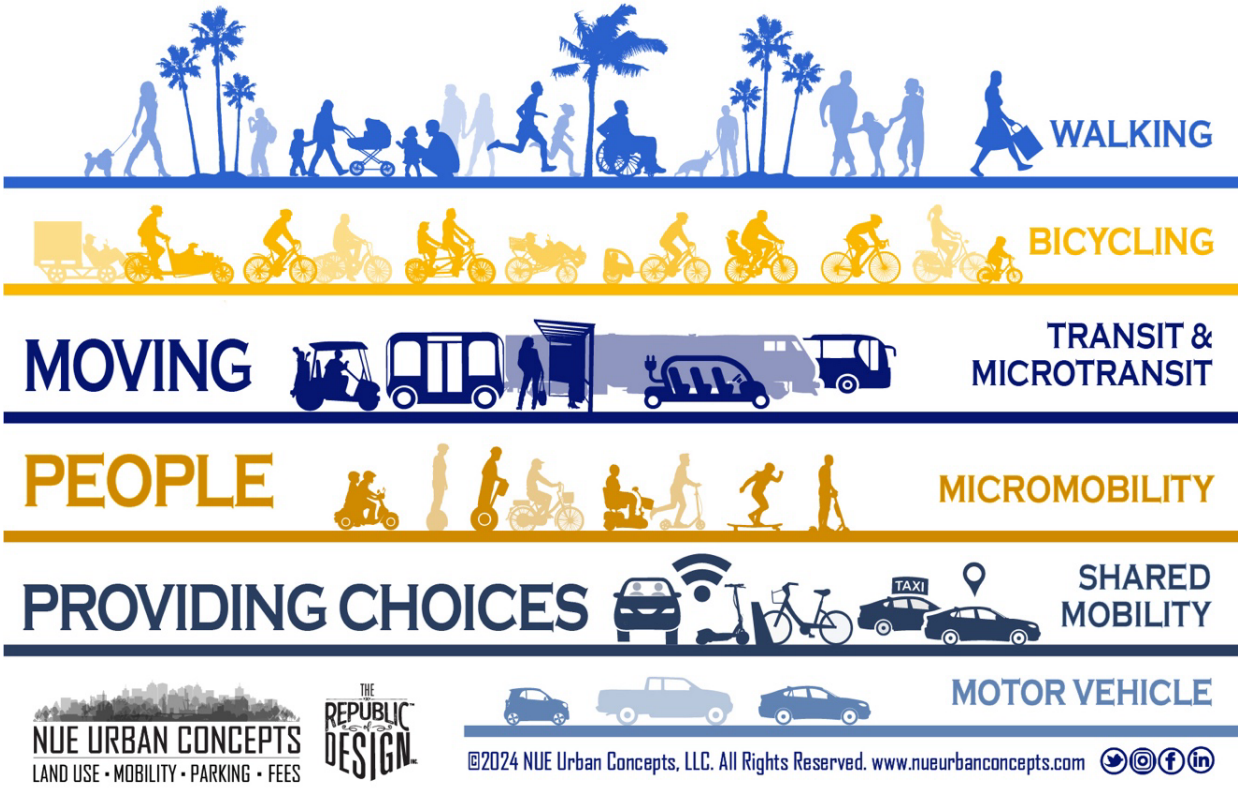
UPDATED MOBILITY PLAN PROJECTS

The updated Mobility Plan Projects serve as the basis to develop the City's Mobility Fee. The updated Mobility Plan Projects provide a foundation for Boynton Beach to proactively prioritize projects to meet the growth, travel, and mobility needs of the community in a manner that is coordinated with the Future Land Use Element in the City's Comprehensive Plan. The updated Mobility Plan Projects support the City's ongoing initiatives to transition its transportation system from primarily moving vehicles, towards a multimodal system focused on safely moving people, whether they choose to walk, bicycle, ride transit, or continue to drive their vehicles. **Mobility Plan Projects consist of walking and streetscape enhancements, curbless shared streets, roadway improvements, shared-use paths, sidewalks, bike lanes, boardwalks, transit circulators, water taxi service, mobility hubs, and multimodal programs, services, and studies.**



The updated Mobility Plan Projects consist of separate Plans for: (1) Streets; (2) Multimodal Corridors; and (3) Transit. The Streets Plan includes projects for walking & streetscape enhancement, curbless shared streets, and complete street roadway widening. The Multimodal Corridors Plan include bike lanes, boardwalks, shared-use paths, sidewalks, and multimodal corridor evaluations crossing I-95. The Transit Plan includes transit circulators, mobility hubs, water taxi docks, and parking facilities. The updated Mobility Plan Projects also includes several Mobility Programs to be further evaluated and implemented.

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STREETS PLAN (Page IX)

The Streets Plan emphasizes improving accessibility, connectivity, and mobility within Boynton Beach. The Streets Plan consist of the following types of projects: (1) Walking & Streetscape Enhancement; (2) Curbless Shared Streets; and (3) Complete Street Roadway Widening.

Walking & Streetscape Enhancement

Mobility Plan Projects for Walking & Streetscape Enhancement are proposed to be designed with the intent to prioritize people walking and feature lower speeds, safer crossings, with appropriate traffic calming and streetscape measures. Walking & Streetscape Enhancements are already under construction along portions of Boynton Beach Blvd and proposed along portions of 1st Avenue, 4th Street, MLK Jr. Blvd, and Federal Hwy (US 1).

Curbless Shared Streets

Curbless Shared Streets are a relatively new concept in the U.S. The recent reconstruction of portions of Clematis Street and Rosemary Avenue within Downtown West Palm Beach are both examples of Curbless Shared Streets. These Streets prioritize creating a walkable environment where vehicles drive slow enough to allow for people to safely bicycle and access transit circulators within shared travel lanes. East Ocean Avenue between US 1 and Seacrest is an ideal initial corridor for conversion to a Curbless Shared Street within Downtown.

Complete Street Roadway Widenings

The Streets Plan includes proposed widenings of portions of 23rd Avenue, 8th Street and Miner Road to construct either center turn lanes or raised landscape medians, along with enhanced multimodal improvements for people walking and bicycling. The Streets Plan also includes the widening of High Ridge Road to four (4) lanes between Gateway Blvd and Miner Road, along with enhanced multimodal improvements for people walking and bicycling.

MULTIMODAL CORRIDORS PLAN (Page X)

The Multimodal Corridors Plan establishes Principal, Major, and Minor Multimodal Corridors to safely connect residents with schools, parks, and major destinations. The Multimodal Corridors are comprised of bike lanes, shared-use paths, sidewalks, street lighting, and high visibility crosswalks, along with hardscape and landscape enhancements. Each Multimodal Corridor is comprised of smaller improvements to City Streets, with some improvements on County and State Roads. The Corridor concept is similar to that of roadway classifications. Principal Corridors are the primary routes for multimodal travel. Major and minor corridors provide connectivity for residents to the primary corridors. The Multimodal Corridors Plan also includes boardwalks along portions of the intercoastal waterway and two (2) potential multimodal crossings of 95.

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Principal Multimodal Corridors

There are two (2) Principal Multimodal Corridors, one east of 95 and one west of 95, that have been established to provide for a continuous, safe, and visible multimodal route for people walking and bicycling that runs from the northern limits to the southern limits of the Mobility Study Area. The Principal Multimodal Corridor east of 95 is intended to provide a higher quality alternative to Seacrest Blvd for people walking and bicycling. The Principal Multimodal Corridor west of 95 is intended to provide a higher quality alternative to Congress Avenue for people walking and bicycling, along with providing access to the existing TRI-Rail Station.

Major Multimodal Corridors

There are a total of six (6) Major Multimodal Corridors. The first is east of 95 that connects Downtown, the future FEC Rail Station, and the Woolbright Mobility District. The second is west of 95 and connects the TRI-Rail Station with Boynton High School, Renaissance Commons, the Boynton Beach Mall, and Congress Middle School. The third runs along US 1 and would connect several proposed water taxi stops (within parks along the intercoastal) with Downtown and the Woolbright Mobility District. The fourth connects US 1, Galaxy Elementary, Galaxy and Barton Memorial Parks. Proposed corridors along Boynton Beach Blvd and Gateway Blvd provide east-west connectivity.

Minor Multimodal Corridors

Minor Multimodal Corridors provide connectivity between residents and a specific school, park, or major destination. These corridors tend to be shorter routes, but are a key component to providing a convenient, safe, and visible multimodal network.

Boardwalks

The Multimodal Corridors Plan identifies several boardwalk project along the intercoastal. The boardwalk projects are intended to fill in gaps between existing publicly accessible boardwalks and docks. These boardwalks would either be freestanding wooden structures or provided in conjunction with docks or seawalls. The boardwalks will provide enhanced connectivity to existing City parks and may serve as docks or stops for future water taxi services.

Multimodal Crossing Evaluations

The Multimodal Corridors Plan includes studies to evaluate the feasibility of two (2) proposed multimodal crossings of 95 and the TRI-Rail tracks west of 95. Both corridors are longer term visions to enhance multimodal connectivity between Boynton Beach east and west of 95, without the need for people walking and bicycling to travel along multi-lane arterials and cross major interchanges. Both corridors will require additional evaluation to determine the feasibility of the proposed improvements.

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TRANSIT PLAN (Page XI)

The Transit Plan identifies transit circulators, mobility hubs, and water taxi service to create multiple park once environments at major destinations within the City. The Transit Plan also incorporates the existing on demand transit service provided by Circuit and funded by the Community Redevelopment Agency (CRA). The circulator routes are subject to change.

Transit Circulators

The Transit Plan identifies five (5) transit circulators connected to mobility hubs throughout the City. The transit circulators are proposed to be either 15 to 25 passenger vehicles or smaller low speed vehicles that can accommodate anywhere from three (3) to eight (8) passengers. They are intended to serve mobility within the City and complement the County level service provided by Palm Tran. The following are the five (5) proposed transit circulator routes (subject to change):

(1) **Downton to Beach** is already being provided from Downtown to Ocean Front Beach Park.

(2) **Downtown to Mall** would connect the Downtown and Boynton Beach Mall mobility hubs.

(3) **Circulator East** is proposed to primarily run along Gateway Blvd and US 1 and connect mobility hubs at the TRI-Rail Station, Downtown, and in the Woolbright Mobility District.

(4) **Circulator West** is proposed to connect mobility hubs at the TRI-Rail Station, Renaissance Commons, the Mall, SW 8th Street, and the Woolbright Mobility District.

(5) **Woolbright to Hospital** would connect Bethesda Baptist Memorial Hospital to the Woolbright Mobility District, which provides access to Downtown, the Mall, and TRI-Rail by riding either the Circulator East or West routes from the Woolbright Mobility District.

Mobility Hubs

Mobility hubs are locations where multiple ways of travel (e.g., walk, bike, transit) converge and feature various amenities (e.g., covered waiting areas, pick-up / drop-off lanes). These mobility hubs can be located within mobility districts, in mixed-use developments, or at major developments. The Transit Plan identifies ten (10) potential mobility hubs, all interconnect by proposed transit circulators. The final location of mobility hubs requires further evaluation.

Water Taxi

The Transit Plan includes future water taxi routes and ADA accessible docks along the intercoastal that could provide additional connectivity and access to future rail service Downtown. Water taxi service at this present time would likely not be successful without either greater densities downtown or future rail service to serve as a draw to residents along the intercoastal. The Transit Plan has identified ten (10) water taxi stops, located within parks, along the intercoastal.

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MOBILITY PROGRAMS

The updated Mobility Plan Projects include initiatives to be implemented overtime. The following are proposed Mobility Programs: (1) Low Speed Streets Pilot Program; (2) Micromobility and Low Speed Electric Vehicle Program; (3) Vision Zero Action Plan; (4) Wayfinding Program; (5) ADA Curb Ramp Retrofit Program; (6) Mobility Access Program; (7) Multimodal Plans, Programs, Services & Studies; and (8) Mobility Plan & Fee Implementation Program.

PARK ONCE ENVIRONMENTS

The integration of parking into the updated Mobility Plan Projects through the creation park-once environments is an essential component to addressing existing and future congestion within the City. Creating park-once environments consist of planning for future parking, mobility hubs, and transit circulators at key destinations within the City. Creating park once environments recognizes that people will still sometimes need to drive vehicles; however, the goal is to facilitate parking at a centralized location and then make it convenient and desirable to walk, bicycle, or ride a transit circulator to reach their final destination.

QUALITY OF SERVICE STANDARDS

Florida Statute 163.3180 (5)(f)(5) identifies the establishment of multimodal quality of service (QOS) standards as part of an alternative transportation system. Street quality of service (QOS) standards, based on posted speed limits, are intended to be used in conjunction with areawide roadway LOS standards as a planning tool used for innovative street design. Multimodal QOS standards are based on the types of facilities for people walking and bicycling. Transit QOS standards are based on the type, frequency, and span of service.

COMPLETE STREET MOBILITY PLAN UPDATE

The Mobility Fee Technical Report includes detail for each of the updated Mobility Plan Projects and Mobility Programs. The Technical Report also includes additional detail related to quality of service standards (QOS) and the establishment of park once environments. The Mobility Fee Technical Report is not intended to be a Mobility Plan. It does summarize elements to be further expanded upon in the City's Complete Street Mobility Plan.

The City will commence with an update to its Complete Street Mobility Plan in 2025. The updated Mobility Plan Projects included in the Mobility Fee Technical Report maybe further refined as part of the update. The Complete Street Mobility Plan will further evaluate establishment of Quality of Service (QOS) standards for streets, sidewalks, bike lanes, and transit. The Complete Street Mobility Plan may also establish baseline existing multimodal conditions and performance measures to evaluate effectiveness and progress of the Plan. The establishment of park once environments Downtown and within mobility districts will also be further evaluated.

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MOBILITY FEE

The basis for the City of Boynton Beach Mobility Fee is the updated Mobility Plan Projects intended to meet future travel demand from new development, consistent with Florida Statutes 163.3180 and 163.31801. **New development** is defined as **"any new residential and non-residential construction or expansion of building(s), lanes(s), structure(s), or any changes in the use of any building(s) or structure(s) or land use that will generate additional impact on the city's public facilities." Impact** is defined as **"any new development that results in an increase in person travel demand above the demand generated by the existing use of property."**

The updated Mobility Plan Projects are intended to provide the person miles of capacity needed to meet future person miles of travel demand, consistent with the **"needs"** requirement of the dual rational nexus test. The Mobility Fees collected from new development are to be used to fund the Mobility Plan Projects that provide a mobility benefit to new development and accommodate the increase in person travel demand from that new development, consistent with the **"benefits"** requirement of the dual rational nexus test.

MOBILITY FEE ASSESSMENT AREA (Page XII)

The Mobility Fee will be assessed on all new development within the Mobility Fee Assessment Area. The Assessment Area includes all portions of the City east of I-95. The limits of the Assessment Area vary west of I-95 with the western boundary of the Area meandering parallel to Congress Ave. New development in the City outside of the Area and areas than annex into the City would continue to be subject to the County's transportation concurrency system and road impact fee. The City would need to update the Technical Report to include portions of the City outside of the Assessment Area.

MOBILITY FEE BENEFIT DISTRICT (Page XIII)

The Mobility Fee Benefit District includes all areas of the City, portions of adjacent municipalities, and portions of unincorporated Palm Beach County. Travel does not stop at City limits. There may be instances where a share of mobility fees is expended on improvements on City, County, or State Roads outside the City that provide a mobility benefit to the new development that paid the City's Mobility Fees.

MOBILITY FEE SCHEDULE (Page XIV)

The Mobility Fee schedule includes a variety of land uses and units of measure. The Mobility Fee Technical Report dated January 2025 details the data and methodology used to calculate the Mobility Fee for each land use. The Mobility Fee schedule is streamlined compared to Palm Beach County's road impact fee schedule. The Mobility Fee Technical Report includes a comparison between the City's Mobility Fee and the County's road impact fee. Further detail for each land use included in the Mobility Fee schedule is provided in the Technical Report.

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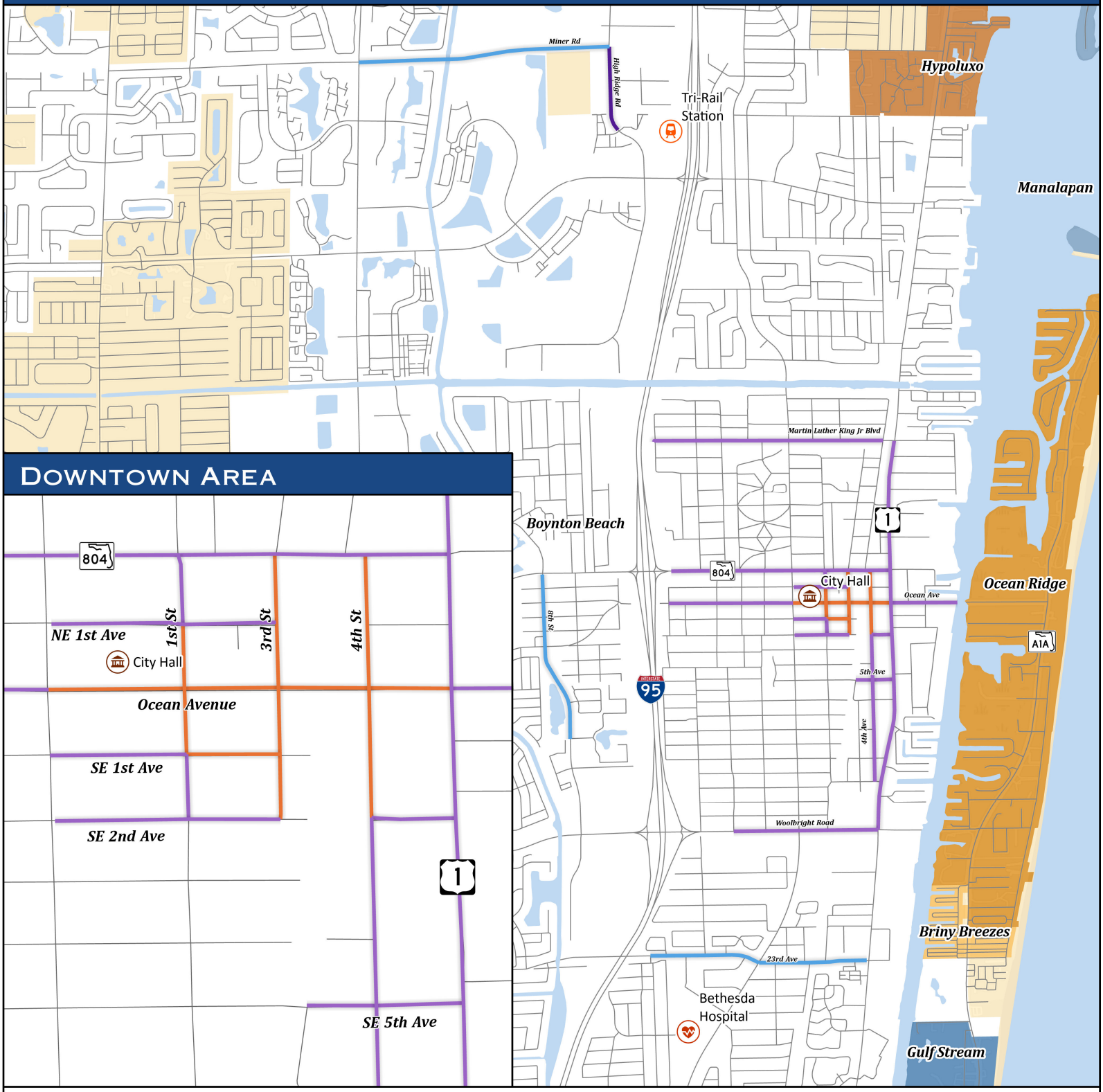
City of Boynton Beach Updated Mobility Plan Projects

Streets Plan

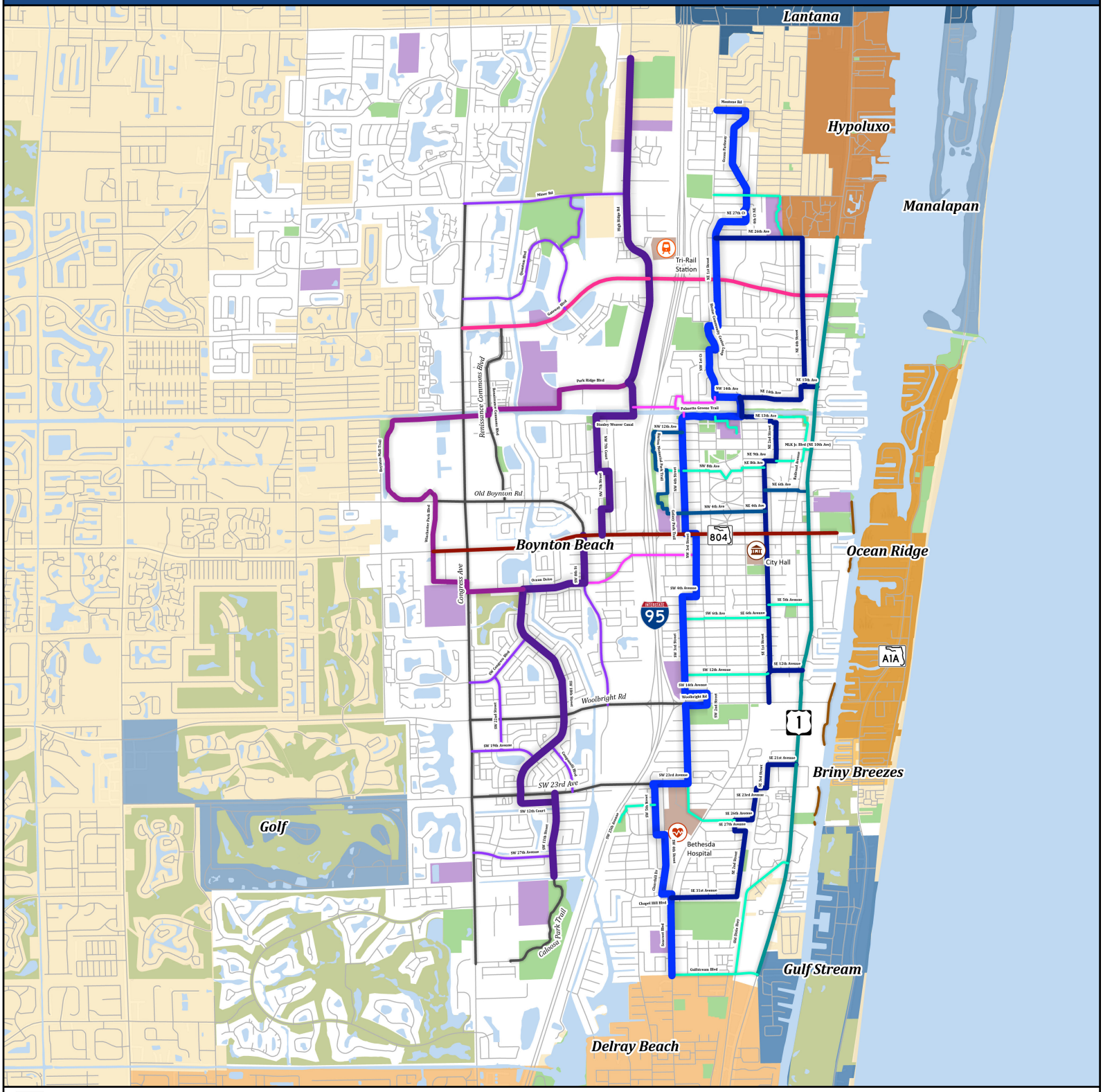


CITY OF BOYNTON BEACH

NUE URBAN CONCEPTS
LAND USE • MOBILITY • PARKING • FEES

City of Boynton Beach Updated Mobility Plan Projects

Multimodal Corridors Plan - Detailed Version



- Principal Multimodal Corridor (East)
- Principal Multimodal Corridor (West)
- Major Multimodal Corridor (East)
- Major Multimodal Corridor (West)
- Major Multimodal Corridor (BB)
- Major Multimodal Corridor (Galaxy)
- Major Multimodal Corridor (Gateway Blvd)
- Major Multimodal Corridor (US 1)
- Minor Multimodal Corridor (East)
- Minor Multimodal Corridor (West)
- Multimodal Corridor Evaluation
- Boardwalk
- Existing County Multimodal
- City of Boynton Beach (Legend Only)
- Unincorporated Palm Beach County

0 0.25 0.5 1 Miles

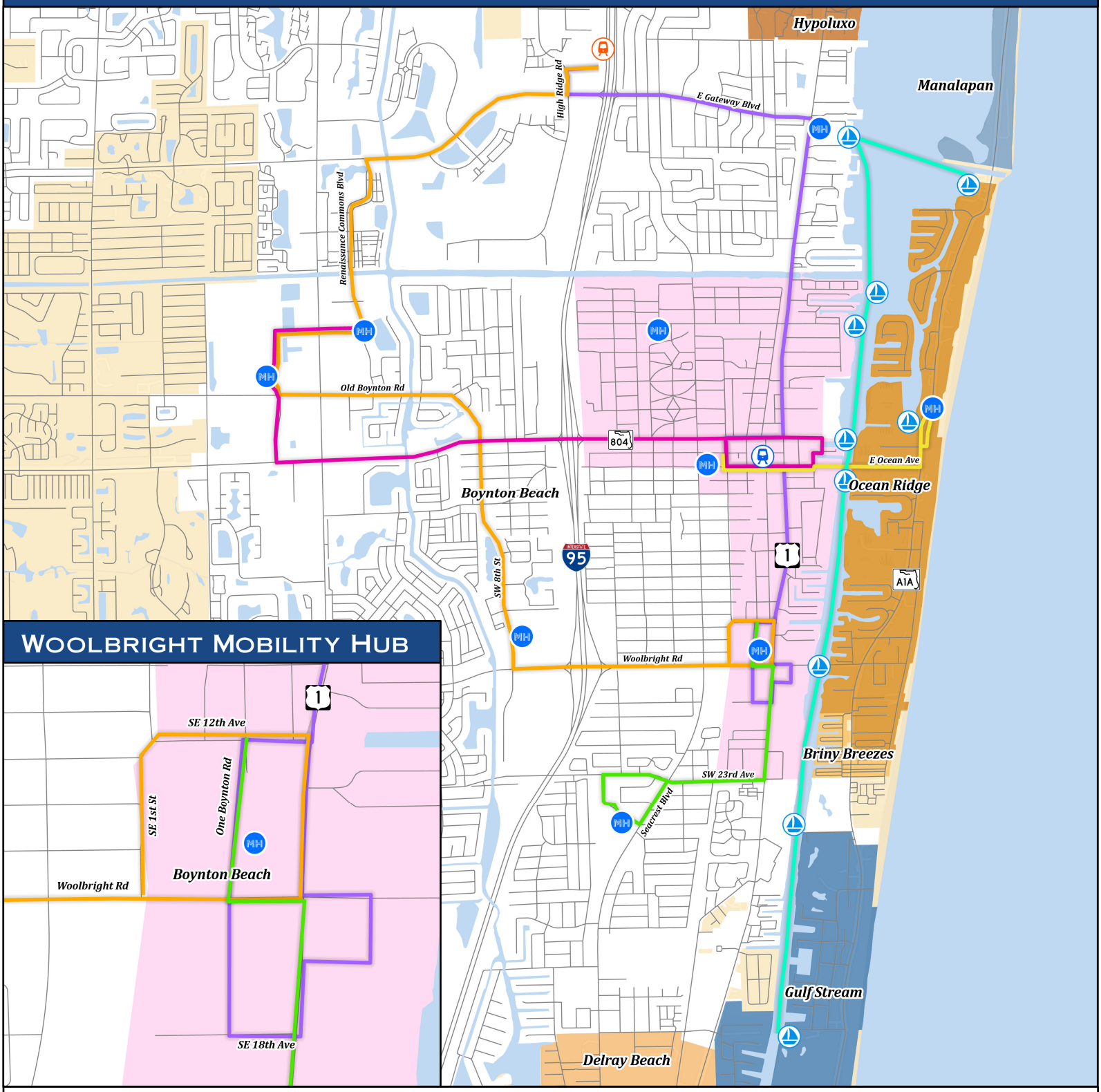
N

CITY OF BOYNTON BEACH

NUE URBAN CONCEPTS
LAND USE • MOBILITY • PARKING • FEES

Produced by NUE Urban Concepts, LCC (Jan 2025, Version 1.7)

City of Boynton Beach Updated Mobility Plan Projects
Transit Plan



Woolbright Mobility Hub

Downtown to Beach
Boynton Water Taxi
Circulator East
Circulator West
Downtown to Mall
Woolbright to Hospital District
Water Taxi

Mobility Hub
Rail Hub (Existing)
Rail Hub (Future)
On Demand Transit Area
City of Boynton Beach (Legend Only)
Unincorporated Palm Beach County

0 0.17 0.35 0.7 Miles

N

CITY OF BOYNTON BEACH

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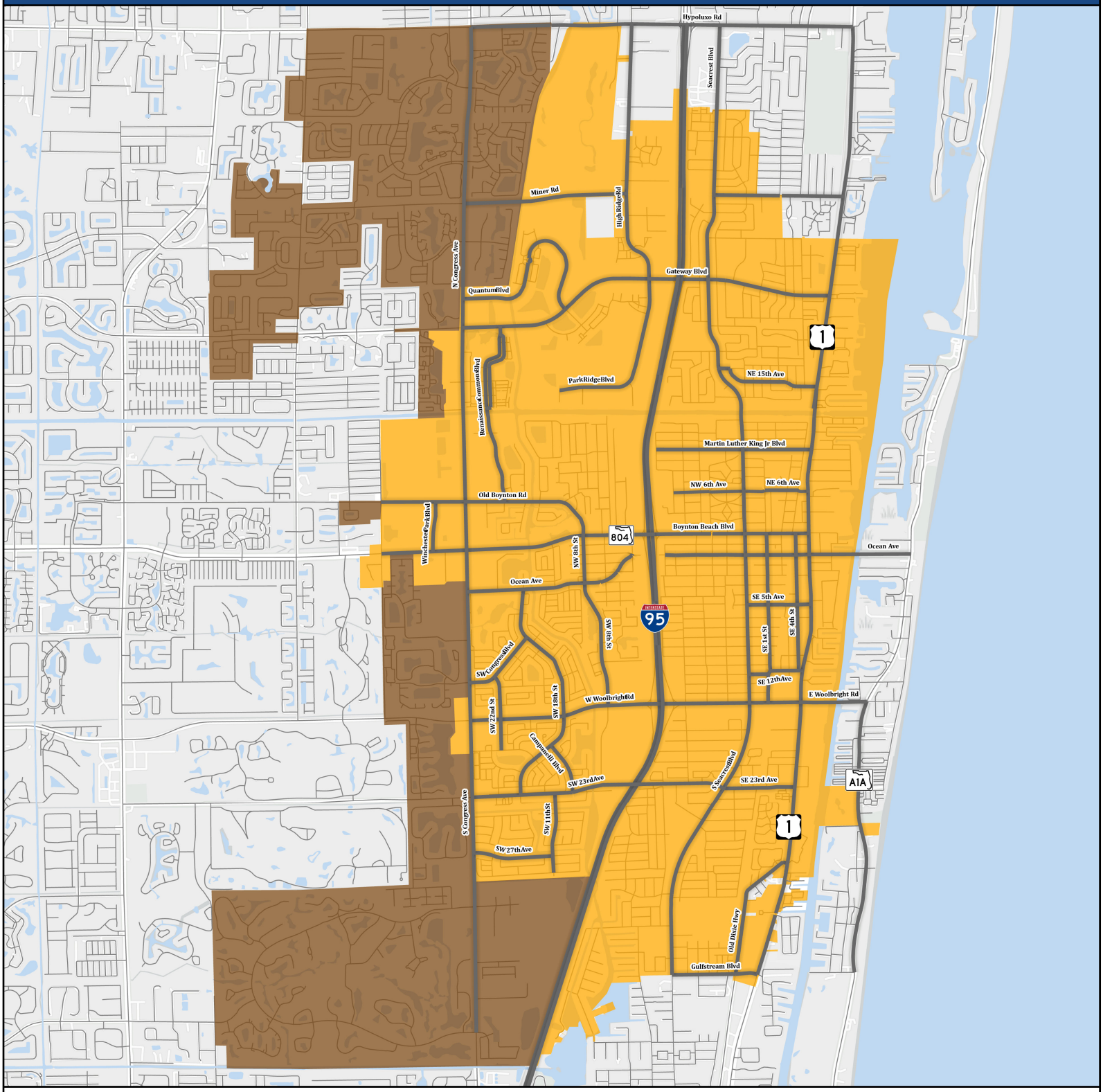
LAND USE • MOBILITY • PARKING • FEES

City of Boynton Beach Updated Mobility Plan Projects
Mobility Fee Assessment Area



- Road Network
- Assessment Area
- City of Boynton Beach Outside of Assessment Area
- City of Boynton Beach (Legend Only)

0 0.25 0.5 1 Miles

N

CITY OF BOYNTON BEACH

NUE URBAN CONCEPTS
LAND USE • MOBILITY • PARKING • FEES

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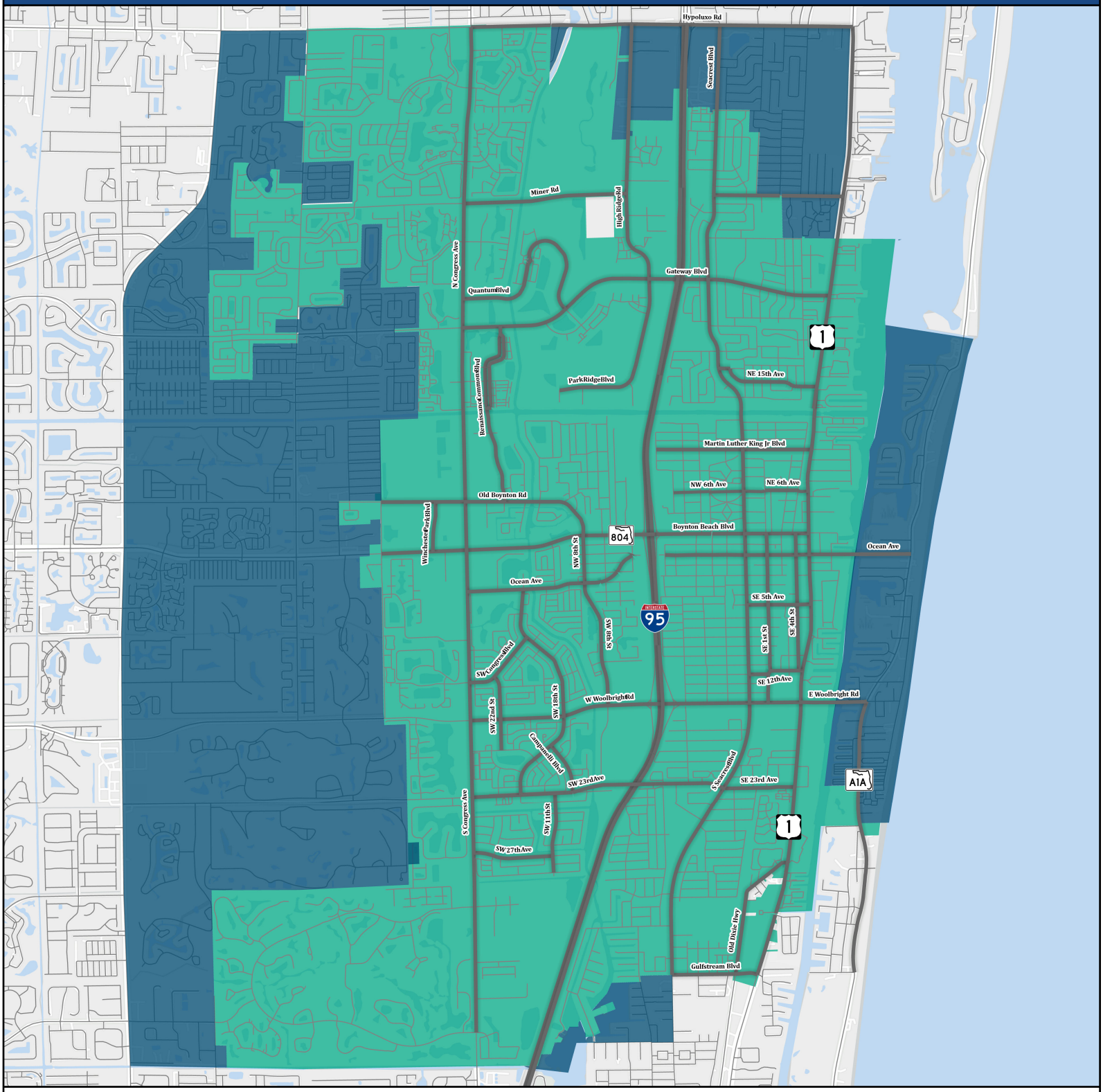
City of Boynton Beach Updated Mobility Plan Projects

Mobility Fee Benefit Districts



- Road Network
- Benefit District
- Extra Jurisdictional Benefit District
- City of Boynton Beach (Legend Only)

0 0.25 0.5 1 Miles

N

CITY OF BOYNTON BEACH

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BOYNTON BEACH MOBILITY FEE SCHEDULE		
USE CATEGORIES, USE CLASSIFICATIONS & REPRESENTATIVE USES	**UNIT OF MEASURE (UOM)**	**MOBILITY FEE RATE PER USE (MFu)**
Residential Uses		
Single-Family Residential Dwelling (Detached, Duplex, Accessory Dwelling, Townhome, Townhouse, Tiny Home) [1]	per Sq. Ft.	$2.81
Multi-Family Residential Dwelling (Apartment, Condo, 3 or more Attached Dwellings, Dormitory) [2]	per Sq. Ft.	$3.31
Mobile Residence (Mobile Home (MH), Recreational Vehicle (RV), MH and / or RV Park) [3]	per space / lot	$3,059
Institutional Uses		
Community Serving (Civic / Fraternal Club, Gallery, Museum, Performance Venues, Place of Assembly or Worship)	per Sq. Ft.	$3.70
Group Home (Assisted Living, Care or Recovery Homes, Congregate Living Facility, Nursing Home)	per Sq. Ft.	$3.66
Private Education (Afterschool, Family Day Care, K-12, Pre-K, Trade School, Tutor)	per Sq. Ft.	$7.93
Commercial Recreational Uses [4]		
Marina (wet berths, dry slips, ancillary repair, yacht club)	per Berth	$3,168
Entertainment, Outdoor (Amusement, Golf, Multi-Purpose, Recreation, Sports, Tennis)	per Acre	$28,850
Entertainment, Indoor (Amusement Arcade, Exercise Studio, Fitness, Gym, Health, Indoor Sports, Recreation)	per Sq. Ft.	$16.34
Industrial Uses		
Industrial (Assembly, Brewery, Development and Testing, Distribution and Processing, Microbrewing, Trades, Utilities)	per Sq. Ft.	$2.95
Commercial Storage (Boat / Vehicle, Junk /Salvage Yard, Recycling / Waste Management, Open, Self-Service, Warehouse) [5]	per Sq. Ft.	$1.18
Office Uses		
Office (Administrative, Business, Hospital, Post Secondary Education, Professional, Real Estate)	per Sq. Ft.	$5.89
Medical or Dental Office (Clinic, Dental, Health Service, Laboratory, Professional Care, Emergency Care, Rehab, Veterinary)	per Sq. Ft.	$14.78
Retail Uses		
Retail (Auto / Boat Rental or Sales, New or Used Merchandise, Personal or Pet Care, Sales, Services, Stores) [6]	per Sq. Ft.	$7.92
High Impact Retail (Alcoholic Beverages, Banks, Grocery Store, Pharmacy & Drug Store, Sit-Down Restaurant) [7]	per Sq. Ft.	$17.24
Convenience Retail (Convenience Store, Fast Food Restaurant, Gasoline Station) [7]	per Sq. Ft.	$41.38
Non-Residential Uses Per Unit of Measure [8]		
Auto / Boat / Car Wash (Automated, Cleaning, Dry, Detailing, Polishing, Self-Serve, Vacuum, Wash, Wax) [9]	per Lane or Stall plus per five (5) Stations	$16,134
Auto Charging or Fueling (Commercial Facility which requires Membership or Payment) [10]	per Charging or Fueling Position	$14,039
Auto or Boat Repair / Service (Brakes, Install, Maintenance, Major, Minor, Quick Lube, Repair, Tint, Tires) [11]	per Bay or Stall	$8,580
Bank or Financial Drive-Thru Lane or Free-Standing ATM [12]	per Lane / ATM	$20,661
Fast Food or Quick Service Restaurant Drive Thru [13]	per Lane	$37,215
Overnight Lodging (B&B, Condo Hotel, Hotel, Motel, Short-term Rental, Transient) [3]	per Room	$4,108
Retail Drive-Thru (Dry Cleaner, Dollar Store, Grocery Store, Pharmacy & Drug Store, Retail) [14]	per Lane	$18,288

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BOYNTON BEACH MOBILITY FEE SCHEDULE FOOTNOTES

[1] Single-Family Residential Square Feet is the sum of the area (in square feet) of each dwelling unit measured from the exterior surface of the exterior walls.

[2] Multi-Family Residential Square Feet is the sum of the area (in square feet) of each building measured from the exterior surface of the exterior walls. This includes common areas, lobbies, leasing offices, and residential amenities not accessible to the public. Retail or office square footage leased to a third-party would pay the applicable mobility fee rate. Square footage does not include parking garages or structures.

[3] Any retail, office, or non-residential square footage that is leased to a third-party use to provides drinks, food, goods, or services to the public shall be required to pay the applicable mobility fee per the individual uses identified in the mobility fee schedule.

[4] For Commercial Recreational Uses that feature both indoor facilities and outdoor recreation, the indoor shall be based on the indoor mobility fee rate, the outdoor shall be made on the outdoor rate, any other uses shall pay the applicable mobility fee for the land use.

[5] Acreage for any unenclosed material and vehicle storage, including but not limited to boats, commercial vehicles, recreational vehicles (RV), and trailers, sales and display shall be converted to square footage. See Commercial Storage definition for further detail.

[6] Retail includes all uses that do not fall under High Impact or Convenience Retail and generate less than 75 daily trips per 1,000 sq. ft. per the latest ITE Generation Manual or alternative study.

[7] High Impact Retail includes banks, pharmacies, sit down restaurants (non fast food), grocery stores, supermarkets, beer, liquor, package, wine and spirits stores, bars, nightclubs, lounges. These uses generate between 75 and 250 daily trips per 1,000 sq. ft. per the latest ITE Generation Manual or alternative study. Convenience Retail includes convenience stores, gas stations, service stations, coffee, donut, sandwich, food and beverage that would be considered fast food or quick service restaurants. These uses generate between more than 250 daily trips per 1,000 sq. ft. per the latest ITE Generation Manual or alternative study.

[8] Non-residential uses are assessed applicable mobility fees per unit of measure in addition to the mobility fee assessed with the square footage of the building.

[9] Auto / Boat / Car Wash shall mean any car wash, wax, or detail where a third party or automatic system performs the cleaning service. Mobility Fee are assessed per bay or stall, plus per five (5) finishing stations. See definition for further detail. The applicable mobility fee rate would also be assessed for any additional building square footage under retail uses.

[10] Auto Charging or Fueling per position apply to a convenience store, gas station, general store, grocery store, supermarket, superstore, variety store, wholesale club or service stations with charging stations or fuel pumps. In addition, there shall be a separate mobility fee for the square footage of any retail building per the applicable mobility fee rate under retail uses. The number of charging or fueling positions is based on the maximum number of vehicles that could be charged or fueled at one time. Non-commercial vehicle charging stations associated with residential or non-residential uses that are required by the City or are provided by the owner as an amenity and not a commercial purpose shall not be assessed a mobility fee.

[11] Auto or Boat Repair / Service includes maintenance, repair, and servicing of motor vehicles. Mobility Fee are assessed per bay or stall, plus a retail rate associated with any additional building sq. ft. under retail uses for waiting areas, parts, and sales.

[12] Banks shall pay the High Impact Retail rate for the square footage of the building under the retail use category. Drive-thru lanes, Free Standing ATM's and Drive-thru lanes with ATM's are assessed a separate fee per lane or per ATM and are added to any mobility fee associated with a bank building. The free-standing ATM is for an ATM only and not an ATM within or part of another non-financial building, such as an ATM within a grocery store.

[13] Any drive-thru associated with a fast food restaurant will be an additive fee in addition to the applicable Convenience Retail mobility fee per square foot of the building. The number of drive-thru lanes will be based on the number of lanes present when an individual places an order or picks up an order, whichever is greater.

[14] Any drive-thru associated with a Retail or High Impact retail use will be assessed an additive mobility fee in addition to the applicable retail use mobility fee rate per square foot of the building. The number of drive-thru lanes shall be based on the total number of lanes available for either pick-up, drop-off, or placement of an order for goods or services.

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CITY OF BOYNTON BEACH



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CITY OF BOYNTON BEACH





CITY OF BOYNTON BEACH

MOBILITY FEE TECHNICAL REPORT

WITH UPDATED MOBILITY PLAN PROJECTS

JANUARY 2025

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MOBILITY COHORT

THE REPUBLIC DESIGN

CITY OF BOYNTON BEACH
MOBILITY FEE
TECHNICAL REPORT
&
UPDATED MOBILITY PLAN PROJECTS

JANUARY 2025

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January 17th, 2025

Amanda Radigan, AICP, LEED AP
Director, Planning & Development
City of Boynton Beach
100 E. Ocean Avenue
Boynton Beach, FL 33435

Re: City of Boynton Beach Mobility Fee Technical Report with Updated Mobility Plan Projects

Dear Amanda:

Enclosed is the City of Boynton Beach Mobility Fee Technical Report with Updated Mobility Plan Projects dated January 2025. The Mobility Fee is based on the updated Mobility Plan Projects. The Technical Report has been prepared for consideration by the City Commission. The Mobility Fee Technical Report would be adopted through an implementing ordinance. The earliest that an implementing ordinance could become effective is a minimum of 90 calendar days after first public notice per Florida Statute 163.31801.

The updated Mobility Plan Projects address the future mobility needs for the residents, businesses, employees, students, and visitors to Boynton Beach. The updated Mobility Plan Projects include walking and streetscape enhancements, curbless shared streets, sidewalks, bike lanes, pathways, shared-use paths, boardwalks, transit circulators, mobility bubs, water taxi service, and roadway improvements. The updated Mobility Plan Projects are illustrated on Street, Multimodal, and Transit Plans included in both the Mobility Fee Technical Report and a separate Executive Summary. The Executive Summary provides a high level overview that summarizes the 250 plus page Technical Report.

The Mobility Fee is designed to allow new development to mitigate its impact to the City's multimodal transportation system and serve as a revenue source to fund the updated Mobility Plan Projects. The updated Mobility Plan Projects and Mobility Fee serve as an alternative transportation system per Florida Statute Section 163.3180 that will replace the City's transportation concurrency exception area (TCEA) policies and serve as an alternative to Palm Beach County's transportation concurrency and road impact fee system to mitigate transportation impacts. The calculated Mobility Fee is consistent with all legal and statutory requirements and meets the dual rational nexus test and the rough proportionality test consistent with Florida Statute Sections 163.3164, 163.3180, 163.31801, and Florida Statute Chapter 380.

After adoption, the City will need to update its interlocal agreement with Palm Beach County consistent with House Bill 479 adopted in 2024. The City is intending to update its Complete Streets Mobility Plan and will also need to commence with an amendment to its Comprehensive Plan to ensure consistency. The NUE Urban Concepts team looks forward to continuing to work with City staff on finalize the Mobility Fee Technical Report and updated Mobility Plan Projects per direction from the City Commission.

Sincerely,

Jonathan B. Paul

Jonathan B. Paul, AICP
Principal

TABLE OF CONTENTS

Figures	II
Tables & Maps	III
Appendix	IV
Introduction	1
Legislative Background	4
Impact Fee & Mobility Fee Comparison	10
The Impact Fee Act & Case Law Overview	11
Developing A Mobility Fee	19
Comprehensive Plan	20
Growth	23
Vehicle Miles of Travel (VMT)	24
Person Miles of Travel (PMT)	25
Quality of Service (QOS)	27
Updated Mobility Plan Projects	33
Mobility Fee	42
Existing Conditions Evaluation (ECE)	43
Updated Mobility Plan Projects Summary	45
Reasonably Anticipated Funding	46
New Growth Evaluation (NGE)	48
Person Miles of Capacity Rate (PMCr)	49
Person Travel Demand per Land Use (PTDu)	51
Mobility Fee Assessment Area	56
Mobility Fee Schedule	57
Mobility Fee Benefit District	64
Park Once Environments	65
Origin & Destination Evaluation	71
Mobility Fee Comparison	75
Updated Mobility Plan Projects on County Roads	76
Definitions	78
Mobility Plan Programs	89
Recommended Next Steps	91
Conclusion	94

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Figures

Figure 1.	Concurrency Cycle	6
Figure 2.	Developing a Mobility Fee	19
Figure 3.	Integrating Land Use, Transportation, Parking & Funding	21
Figure 4.	Person Miles of Travel Increase (PMTi)	25
Figure 5.	Street Quality of Service (QOS) Standards	28
Figure 6.	Speed, Accessibility & Mobility	29
Figure 7.	Bicycling and Walking Quality of Service (QOS) Standards	30
Figure 8.	Bicycling and Micro-mobility Quality of Service (QOS) Standards	31
Figure 9.	Transit Quality of Service (QOS) Standards	32
Figure 10.	Moving People, Providing Choices	33
Figure 11.	Multimodal Elements	34
Figure 12.	Speed of Travel	35
Figure 13.	Mobility Projects and Mobility Fee	42
Figure 14.	Existing Conditions Evaluation Factor (ECEf)	44
Figure 15.	New Growth Evaluation Factor (NGEf)	48
Figure 16.	Person Miles of Capacity Rate (PMCr)	49
Figure 17.	Person Travel Demand Per Land Use (PTDu)	55
Figure 18.	Mobility Fee per Use (MFu)	57
Figure 19.	Mobility Fee Schedule Components	58
Figure 20.	Mobility Hub	67
Figure 21.	Smaller Mobility Hub	68
Figure 22.	FDOT's Context Classification	93

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Tables

Table 1.	Projected Growth	23
Table 2.	Growth in Vehicle Miles of Travel (VMT)	23
Table 3.	Increase in Person Miles of Travel (PMT)	26
Table 4 A.	2024 Existing Conditions Evaluation (ECE)	43
Table 4 B.	Existing Conditions Evaluation Factor (ECEf)	44
Table 5.	Updated Mobility Plan Projects Summary	45
Table 6.	Reasonably Anticipated Funding Summary	47
Table 7.	New Growth Evaluation (NGE)	48
Table 8.	Person Miles of Capacity Rate (PMCr)	50
Table 9.	Limited Access Evaluation Factor (LAEf)	53
Table 10.	AM Peak Hours Trips (2045)	72
Table 11.	PM Peak Hours Trips (2045)	73
Table 12.	Updated Mobility Plan Projects on County Roads	77

Maps

Map A.	Mobility Fee Assessment Area
Map B.	Mobility Fee Benefit District
Map C.	Mobility Study Area
Map D.	Streets Plan
Map E.	Multimodal Corridors Plan
Map F.	Transit Plan
Map G.	Low Speed Streets Pilot Program
Map H.	Origin & Destination Evaluation: County Road Impact Fee Zones
Map I.	Origin & Destination Evaluation: Mobility Study Area

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Appendices

Appendix A.	**Florida Commerce Transportation Planning Guidance**
Appendix B.	**Laws of Florida HB 479 (Chapter 2024 – 266)**
Appendix C.	**Impact Fee Act (Florida Statute Section 163.31801)**
Appendix D.	**Traffic Characteristics Data**
Appendix E.	**2022 National Household Travel Survey Data**
Appendix F.	**Streets Plan**
Appendix G1.	**Multimodal Corridors Plan**
Appendix G2.	**Multimodal Corridors Plan Detail: East**
Appendix G3.	**Multimodal Corridors Plan Detail: West**
Appendix H.	**Transit Plan**
Appendix I.	**Mobility Plan Programs**
Appendix J.	**FDOT Generalized Tables**
Appendix K.	**Planning Level Cost (PLC) & Planning Level Capacities (PLC)**
Appendix L1.	**County Road Impact Fee Collections from Boynton Beach (2014 to 2023)**
Appendix L2.	**County Road Impact Fee Collections from Boynton Beach (2003 to 2013)**
Appendix M.	**Trip Generation**
Appendix N.	**Person Travel Demand per Use (PTDu)**
Appendix O.	**2022 National Household Travel Survey Data: Trip Purpose**
Appendix P.	**Palm Beach County: Household Travel**
Appendix Q.	**Interstate 95 Ramp Volumes**
Appendix R.	**Mobility Fee Schedule**
Appendix S.	**Residential Square Footage & Bedrooms**
Appendix T.	**Bedrooms & Household Vehicles**
Appendix U.	**2022 National Household Travel Survey: Household Vehicles**
Appendix V.	**Downtown Development Inventory (Recently Built & Under Review)**
Appendix W.	**Downtown Development Parking Inventory (Recently Built & Under Review)**
Appendix X.	**Origin & Destination Evaluation**
Appendix Y.	**Comparison of Mobility Fees with County Road Impact Fees**
Appendix Z.	**Multimodal Characteristics Inventory**

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INTRODUCTION

In 2021, the City of Boynton Beach adopted a Complete Streets Mobility Plan that established a framework to enhance mobility for people walking, bicycling, riding transit and driving vehicles. The Plan emphasized safety and connectivity on arterial and collector roads, the majority of which are maintained and owned by Palm Beach County and the Florida Department of Transportation (FDOT). The Complete Streets Mobility Plan was also intended to serve as a basis for adoption of a mobility fee as an alternative to transportation concurrency and County road impact fees.

In 2024, the City authorized a study to move forward with development of a mobility fee. The Florida Legislature adopted House Bill 479 in 2024 that amended Florida Statute to provide further guidance to local governments pursuing alternatives to transportation concurrency and road impact fees. The amendment included definitions for mobility plans and mobility fees and explicitly stated that any local government may adopt an alternative transportation system based on a mobility plan and a mobility fee.

The City of Boynton Beach intends for the mobility fee to provide an alternative transportation system to replace transportation concurrency for all new development within the Mobility Fee Assessment Area. The Mobility Fee is based on updated ***Mobility Plan Projects, consisting of improvements, programs, and services, to: (1) improve the City's multimodal transportation system; (2) promote compact, mixed-use, and interconnected development; and (3) enhance mobility within the City for residents, employees, businesses, students, and visitors.***

The City has previously amended its Comprehensive Plan to establish the legislative intent to develop a mobility plan and mobility fee. Within one year from the date of adoption of the Mobility Fee, the City will transmit amendments for its Comprehensive Plan to ensure that the Comprehensive Plan is consistent with the requirements of Florida Statute Sections 163.3164, 163.3177, 163.3180 and 163.31801.

The Mobility Fee is intended to be assessed on all new development within the Mobility Fee Assessment Area. **Development** is defined as ***"any new residential and non-residential construction or expansion of building(s), lanes(s), structure(s), or any changes in the use of any building(s) or structure(s) or land use that will generate additional impact on the city's public facilities."*** **Impact** is defined as ***"any new development that results in an increase in person travel demand above the demand generated by the existing use of property."***

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Mobility Fees are not: ***(1) a reoccurring tax; (2) assessed to existing residential or non-residential property; or (3) deposited into general revenue funds of the City.***

Mobility Fees are: ***(1) a streamlined one-time assessment on new development; (2) intended to offset the impact of new development; and (3) deposited into special revenue funds for Mobility Fees to be expended within a defined benefit district.***

The Mobility Fee system features a single **Assessment Area** that includes all portions of the City east of 95 and select portions of the City west of 95 **(Map A).** An assessment area defines where new development is assessed a mobility fee. The mobility fee system has been developed to assess a uniform mobility fee rate per land use established on the mobility fee schedule. Mobility fees are assessed at the time of development permit application and are paid at the time a development permit is issued by the City.

The Mobility Fee system features one **Benefit District** that covers the entire City and adjacent areas outside City limits to address extra jurisdictional impacts **(Map B).** The **Benefit District** extends beyond the Assessment Area as people from new development will walk, bicycle, ride transit, and drive vehicles through-out the City and surrounding areas. There may be instances where it makes sense to fund or contribute to a Mobility Project beyond the Assessment Area to enhance mobility, to the extent there is a mobility benefit provided to the new development. This Technical Report includes an Origin and Destination evaluation that demonstrates the majority of travel in the future will occur within City limits and surrounding areas.

When Mobility Fees are paid by new development, they will be deposited into a special revenue fund to be established by the City. Mobility Fees are legally and statutorily required to be spent on Mobility Projects that provide a mobility **"benefit"** to the new development that paid the Mobility Fee. The City Commission may also elect to add Mobility Projects to the Capital Improvements Program (CIP) to make the Projects eligible to be fully or partially funded through Mobility Fees. The City Commission shall determine how Mobility Fee revenues are allocated and expended through its annual Capital Improvements Program (CIP).

The City Commission may also elect to provide matching funds for Mobility Projects identified in the most recently adopted Palm Beach County Transportation Planning Agency (TPA) Long Range Transportation Plan (LRTP) or the Florida Department of Transportation (FDOT) Transportation Improvements Program (TIP). The City Commission will be required to amend the CIP to identify the expenditure of any Mobility Fee revenues on Mobility Projects that are on the LRTP or TIP, but not the City's adopted CIP.

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Mobility Fee expenditures for Mobility Projects shall be included in the City's annual CIP update. The City's Chief Financial Officer, or functional equivalent, is required as part of the City's Annual Financial Report submitted to the State of Florida, to submit a statement that the Mobility Fees were collected and expended consistent with Florida Statute 163.31801.

The Boynton Beach Mobility Fee is based on updated Mobility Plan Projects that emphasize safe, convenient, connected, and visible projects primarily on City maintained and owned streets. City streets feature lower traffic volumes and slower speeds, which are more conducive to encouraging people to walk, bicycle, and ride transit. The updated Mobility Plan Projects also include County and State Road improvements.

The recently adopted HB 479 requires municipalities and counties that both assess transportation mitigation within a municipality to enter into an interlocal agreement. The amendments in HB 479 states that only one (1) fee to mitigate transportation impacts from new development may be assessed and that the local government that issues building permits is to be the entity that collects the transportation mitigation. HB 479 provides additional guidance for a municipality to enter into an interlocal agreement with a county to negotiate expenditure of the transportation mitigation.

Over the next 20 years, the total cost of the updated Mobility Plan Projects is $271,969,256. This Technical Report includes a section that identifies the updated Mobility Plan Projects that are located on County Roads. **These Mobility Plan Projects are projected to cost $28,432,500, which represents 10.45% of the overall cost of the Mobility Plan Projects.** This Technical Report includes an analyses of Palm Beach County road impact fee collections from new development within the City. **The analyses show that over the past 20 years, the County has collected over $32 million in road impact fees from new development in Boynton Beach.** The annual impact fee reports prepared by the County during that time frame indicate that the County has expended roughly $2 million in the City. It is recommended that the City utilize the information provided in this Technical Report to negotiate an interlocal agreement with the County.

The City of Boynton Beach Mobility Fee Technical Report, dated January 2025, documents future growth, the **"need"** for updated Mobility Plan Projects, the data and methodology used to develop a Mobility Fee to mitigate the impact of new development, and the establishment of a **"benefit"** district. The updated Mobility Plan Projects and Mobility Fees meets legally established dual rational nexus requirements for **"need"** and **"benefit"** and the Mobility Fee is **"rough proportionality"** to the impact of new development. The updated Mobility Plan Projects and Mobility Fee have been developed consistent with the requirements of Florida Statute Sections 164.3164, 163.3180, 163.31801, and Florida Statute Chapter 380.

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LEGISLATIVE BACKGROUND

'The State of Florida passed the Growth Management Act of 1985 that required all local governments in Florida adopt Comprehensive Plans to guide future development. The Act mandated that adequate public facilities must be provided "concurrent" with the impacts of new development. State mandated "concurrency" was adopted to ensure the health, safety, and general welfare of the public by ensuring that adequate public facilities would be in place to accommodate the demand for public facilities created by new development.

Transportation concurrency became the measure used by the Florida Department of Community Affairs (DCA), Florida Department of Transportation (FDOT), Regional Planning Councils (RPCs), and local governments to ensure that adequate public facilities, in the form of road capacity, was available to meet the transportation demands from new development. To meet the travel demand impacts of new development and be deemed "concurrent", transportation concurrency was primarily addressed by constructing new roads and widening existing roads.

Traditional transportation concurrency allowed governmental entities to deny development where road capacity was not available to meet the travel demands from new development. Transportation concurrency also allowed governmental entities to require that developments be timed or phased concurrent with the addition of new road capacity. In addition, transportation concurrency also allowed governmental entities to require new development to improve (widen) roads that were already overcapacity (aka "deficient" or "backlogged').

In urban areas throughout Florida, traditional transportation concurrency had the unintended consequence of limiting and stopping growth in urban areas. This occurred because roads were often over capacity based on traffic already on the roads or the combination of that traffic and trips from approved developments. Further, the ability to add road capacity in urban areas was more limited as right-of-way was often constrained by existing development and utilities, physical barriers, and environmental protections.

Stopping development in urban areas encouraged suburban sprawl by forcing new development to suburban and rural areas where road capacity was either readily available or cheaper to construct. In the late 90's, as the unintended impact of transportation concurrency became more apparent, the Legislature adopted Statutes to provide urban areas with alternatives to address the impact of new development through Transportation Concurrency Exception Areas (TCEA) and Transportation Concurrency Management Areas (TCMA).

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The intent of TCEAs and TCMAs was to allow local governments alternative solutions to provide mobility within urban areas by means other than providing road capacity and to allow infill and redevelopment in urban areas. In the mid 2000's, Florida experienced phenomenal growth that strained the ability of local governments to provide the necessary infrastructure to accommodate that growth. Many communities across the State started to deny new developments, substantially raise impact fees, and require significant transportation capacity improvements.

In 2005, the Legislature enacted several laws that weakened the ability of local governments to implement transportation concurrency by allowing new development to make proportionate share payments to mitigate its travel demand. The Legislature also introduced Multi-Modal Transportation Districts (MMTD) for areas that did qualify for TCEAs or TCMAs.

In 2007, the Florida Legislature introduced the concept of mobility plans and mobility fees to allow development to equitably mitigate its impact and placed additional restrictions on the ability of local governments to charge new development for over capacity roadways. The Legislature directed the Florida Department of Community Affairs (DCA) and the Florida Department of Transportation (FDOT) to evaluate mobility plans and fees and report the findings to the Legislature in 2009.

In 2009, the Legislature designated Dense Urban Land Areas (DULA), which are communities with a population greater than 1,000 persons per square mile, as TCEA's. The Legislature accepted the findings of the DCA and FDOT analysis for mobility plans and mobility fees but did not take any formal action as the State was in the great recession. The Legislature also placed further restrictions on local government's ability to implement transportation concurrency, by adding direction on how to calculate proportionate share and how overcapacity roads are addressed.

In 2011, the Florida Legislature through House Bill (HB) 7207 adopted the "Community Planning Act" which implemented the most substantial changes to Florida's growth management laws since the 1985 "Local Government Comprehensive Planning and Land Development Regulation Act," which had guided comprehensive planning in Florida for decades.

The 2011 legislative session eliminated State mandated concurrency, made concurrency optional for local governments, and eliminated the Florida Department of Community Affairs (DCA) and replaced it with the Florida Department of Economic Opportunity (DEO). The Act essentially removed the DEO, Florida Department of Transportation (FDOT), and Regional Planning Councils (RPC) from the transportation concurrency review process.

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Although local governments are still required to adopt and implement a comprehensive plan, the requirements changed significantly and shifted more discretion to local governments to plan for mobility within their community and enacted further restrictions on the implementation of transportation concurrency, proportionate share, and backlogged roads.

The Florida Legislature did not include any provisions in House Bill 7207 exempting local governments existing transportation concurrency system, when it elected to abolish statewide transportation concurrency, made transportation concurrency optional for local governments, and enacted further restrictions on the implementation of transportation concurrency.

House Bill 319, passed by the Florida Legislature in 2013, amended the Community Planning Act and brought about more changes in how local governments could implement transportation concurrency and further recognized the ability of local governments to adopt an alternative mobility funding system, such as mobility fees based on a plan of improvements, to allow development, consistent with an adopted Comprehensive Plan, to equitably mitigate its travel demand impact.

Prior to the passage of the Florida Community Planning Act by the Legislature on June 2, 2011, transportation concurrency was mandatory for local governments statewide, except those with approved TCEAs or MMTDs. After adoption of the Community Planning Act, transportation concurrency became optional for any local government. The Legislature encouraged local governments to adopt alternative mobility funding systems and specifically referenced mobility fees, based on a plan for mobility improvements.

The Community Planning Act enabled local governments to break the transportation concurrency cycle by transitioning away from regulating road capacity and toward planning for mobility **(Figure 1)**. Florida Commerce, which replaced the Department of Economic Opportunity (DEO), which replaced the Department of Community Affairs (DCA), provides direction to local governments related to elimination of transportation concurrency and adoption of a mobility fee-based plan, in accordance with Florida Statute 163.3180 **(Appendix A)**.

Figure 1. Concurrency Cycle



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In 2019, the Florida Legislature, through House Bill 7103, amended the Community Planning Act and required mobility fees to be governed by the same procedures as impact fees. This amendment further confirmed that mobility fees are an equivalent form of mitigation to impact fees that allow development activity to mitigate its impact to the transportation system consistent with the needs identified in the local governments adopted mobility plan per Florida Statute Section 163.3180(5)(i).

In 2024, the Florida Legislature, through House Bill 479, amended the Community Planning Act to reaffirm that any local government can repeal transportation concurrency. The legislature replaced the term **"alternative mobility funding systems"** with **"alternative transportation systems"** in recognition that there are local governments in Florida with alternative systems that where not explicitly required to follow the processes and procedures required under Florida Statute Section 163.31801. The following is the amended version of Florida Statute Section 163.3180(5)(i) related to an alternative transportation system **(Appendix B).**

"(i) If a local government elects to repeal transportation concurrency, the local government may adopt an alternative transportation system that is mobility-plan and fee-based or an alternative transportation system that is not mobility-plan and fee-based. The local government may not use an alternative transportation system to deny, time, or phase an application for site plan approval, plat approval, final subdivision approval, building permits, or the functional equivalent of such approvals provided that the developer agrees to pay for the development's identified transportation impacts via the funding mechanism implemented by the local government. The revenue from the funding mechanism used in the alternative transportation system must be used to implement the needs of the local government's plan which serves as the basis for the fee imposed. An alternative transportation system must comply with s. 163.31801 governing impact fees. An alternative transportation system may not impose upon new development any responsibility for funding an existing transportation deficiency as defined in paragraph (h)."

For the first time since the terms mobility fees and mobility plans were introduced in 2007, the Florida Legislature, through HB 479, defined both terms in the Community Planning Act. The following are the recently adopted definitions for a mobility fee and a mobility plan per Florida Statute Section 163.3164 **(Appendix B)**:

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"(32) "Mobility fee" means a local government fee schedule established by ordinance and based on the projects included in the local government's adopted mobility plan.

(33) "Mobility plan" means an alternative transportation system mobility study developed by using a plan-based methodology and adopted into a local government comprehensive plan that promotes a compact, mixed use, and interconnected development served by a multimodal transportation system in an area that is urban in character, or designated to be urban in character, as defined in s. 171.031."

One of the most significant amendments under HB 479 was the recognition that where a county and a municipality both charge a fee for transportation capacity impacts, that only one fee may be assessed on development activity. The amendment requires a county and a municipality to enter into an interlocal agreement to establish that only one fee is to be collected by the local government issuing building permits.

The interlocal agreement is also required to address negotiations between the county and municipality related to the distribution of collected revenue from development activity to mitigate transportation impacts. The following are the recent additions to Florida Statute 163.3180(5)(j):

"1. If a county and municipality charge the developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts.

2. The interlocal agreement must, at a minimum:

a. Ensure that any new development or redevelopment is not charged twice for the same transportation capacity impacts.

b. Establish a plan-based methodology for determining the legally permissible fee to be charged to a new development or redevelopment.

c. Require the county or municipality issuing the building permit to collect the fee, unless agreed to otherwise.

d. Provide a method for the proportionate distribution of the revenue collected by the county or municipality to address the transportation capacity impacts of a new development or redevelopment, or provide a method of assigning responsibility for the mitigation of the transportation capacity impacts belonging to the county and the municipality.

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3. By October 1, 2025, if an interlocal agreement is not executed pursuant to this paragraph:

a. The fee charged to a new development or redevelopment shall be based on the transportation capacity impacts apportioned to the county and municipality as identified in the developer's traffic impact study or the mobility plan adopted by the county or municipality.

b. The developer shall receive a 10 percent reduction in the total fee calculated pursuant to sub subparagraph a.

c. The county or municipality issuing the building permit must collect the fee charged pursuant to sub-subparagraphs a. and b. and distribute the proceeds of such fee to the county and municipality within 60 days after the developer's payment.

4. This paragraph does not apply to:

a. A county as defined in s. 125.011(1).

b. A county or municipality that has entered into, or otherwise updated, an existing interlocal agreement, as of October 1, 2024, to coordinate the mitigation of transportation impacts. However, if such existing interlocal agreement is terminated, the affected county and municipality that have entered into the agreement shall be subject to the requirements of this paragraph unless the county and municipality mutually agree to extend the existing interlocal agreement before the expiration of the agreement."

The requirement for an interlocal agreement and collection of a single fee applies to all local governments in Florida, except for Hillsborough, Miami Dade and Monroe Counties under Florida Statute Section 125.011(1). A county and a municipality with an interlocal agreement as of October 1st, 2024, are also exempt until the interlocal agreement expires or is terminated.

No local government is prohibited from adopting an alternative transportation system, even municipalities within a Charter County that requires transportation concurrency. Further, a municipality within a County that is exempted under Florida Statute Section 125.011(1) does not mean that the municipality could not negotiate an interlocal agreement with the exempted County to address mitigation or even a reduction in fees where a municipality adopts a mobility plan and a mobility fee.

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IMPACT FEE & MOBILITY FEE COMPARISON

The Florida Constitution grants local governments broad home rule authority to establish special assessments, impact fees, mobility fees, franchise fees, user fees, and service charges as revenue sources to fund specific governmental functions and capital infrastructure. Payment of impact fees or mobility fees are one of the primary ways local governments can require new development, along with redevelopment or expansion of existing land uses that generate additional transportation demand, to mitigate its impact to a local governments transportation system. While road impact fees and mobility fees are both intended to be a means in which a development can mitigate its transportation impact, the following are the major differences between the two fees:

Road Impact Fees

- Partially or fully fund road capacity improvements, including new roads, the widening of existing roads, and the addition or extension of turn lanes at intersections to move people driving vehicles (i.e., cars, trucks, SUVs, motorcycles).
- Are based on increases in trip generation, vehicle trip length, and road capacity, along with the cost of road capacity improvements and the projected vehicle miles of travel from development.
- May be based on either an adopted LOS standard (aka standards or consumption-based fee) or on future road improvements (aka plan or improvements-based fee).

Mobility Fees

- Pay for the cost associated with adding new multimodal capacity to move people walking, bicycling, scooting, riding transit, driving vehicles, or using shared mobility technology.
- Partially or fully fund multimodal projects, including sidewalks, paths, trails, bike lanes, streetscape and landscape, complete and low speed streets, micromobility (i.e., electric bikes, electric scooters) devices, programs, and services, microtransit (i.e., golf carts, neighborhood electric vehicles, autonomous transit shuttles, trolleys) circulators, services and vehicles, new roads, the widening of existing roads, and turn lanes, signals, and ADA upgrades at intersections.
- Are based on increases in person trips, person trip lengths, and person miles of capacity from multimodal projects, along with projected person miles of travel from development.
- Assessment areas may include all or portions of a municipality or county, and may vary based on geographic location (e.g., downtown) or type of development (e.g., mixed-use).
- Must be based on future multimodal projects adopted as part of a mobility plan and incorporated or referenced in the local governments Comprehensive Plan.

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THE IMPACT FEE ACT & CASE LAW OVERVIEW

In the late 1970's and early 1980's Local governments throughout Florida began adopting road impact fees as a means for new development to pay for its traffic impact and generate revenue to fund transportation infrastructure improvements. Counties, especially Charter Counties, began requiring that municipalities collect road impact fees on their behalf to fund improvements to the county road system. Throughout the 1980's, 1990's, and 2000's, municipalities throughout Florida challenged the ability of counties to compel them to collect road impact fees for new development. The opposition stemmed in part from an unintended consequence of transportation concurrency which was that it essentially stopped development in urban areas (aka "municipalities"). Both municipalities and development activity were constrained in their ability to add road capacity due to the cost of acquiring developed land and receiving opposition from existing residents concerned about increased traffic and the impact new road capacity would have on their neighborhoods.

The inability of development activity in urban areas to meet transportation concurrency resulted in development moving to suburban and rural areas (aka "urban sprawl") where fewer residents were likely to oppose new road capacity improvements and where road capacity was either available or cheaper to construct. Municipalities found themselves in the unenviable position of sending road impact fees to counties when development activity met concurrency requirements, only to watch road impact fees being spent on new road capacity projects outside of urban areas, which ultimately facilitated sprawl beyond municipal boundaries.

Furthermore, the courts often ruled in favor or counties, as municipalities that challenge solutions for of being compelled to collect impact fees failed to present alternative solutions for addressing the traffic impacts of new development. These challenges all occurred prior to the Florida Legislature adopting the "Impact Fee Act" through Florida Statute 163.31801. Additionally, these challenges existed prior to the introduction of mobility plans and mobility fees and the adoption of the "Community Planning Act" through Florida Statute 163.3180.

Before the Florida "Impact Fee Act" was adopted, many local governments had already developed impact fees through their home rule powers. In 2006, the Legislature adopted the "Impact Fee Act" to provide process requirements for the adoption of impact fees and formally recognized the authority of local governments to adopt impact fees. Prior to 2006, the Florida Legislature, unlike many States throughout the U.S. that adopted enabling legislation, elected to defer to the significant case law that was developed in both Florida and throughout the U.S. to provide guidance to local governments to adopt impact fees.

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In 2009, the Legislature made several changes to the "Impact Fee Act", the most significant of which was placing the burden of proof on local governments, through a preponderance of the evidence, that the imposition of the fee meets legal precedent and the requirements of Florida Statute Section 163.31801. Prior to the 2009 amendment, Courts generally deferred to local governments as to the validity of an imposed impact fee and placed the burden of proof, that an imposed impact fee was invalid or unconstitutional on the plaintiff.

In 2019, the Legislature, through HB 207 and HB 7103, made several changes to the "Impact Fee Act", the most significant of which was the requirement that fees cannot be collected prior to building permit issuance. The changes also expanded on the requirements of the dual rational nexus test, the collection and expenditure of fees, credits, and administrative cost.

In 2020, the Legislature, through SB 1066, made several additional changes to the Impact Fee Act to clarify that new or updated impact fees cannot be assessed on a permit if the permit application was pending prior to the new or updated fee. The bill also made credits assignable and transferable to third parties.

In 2021, the Legislature, through HB 337 made significant amendments to the "Impact Fee Act", which the Governor subsequently approved. The amendments require that impact fees be based on planned improvements and that there is a clear nexus between the need for improvements and the impact from new development.

The amendments have a greater impact on increases to existing impact fees and have phasing requirements for increases to existing fees. There are provisions that allow a local government to fully implement updated fees based on a finding of extraordinary circumstances, holding public hearings, and requiring a super majority approval by elected officials.

In 2024, the Legislature, through HB 479 made amendments to the "Impact Fee Act" that requires fee studies be completed and adopted within 12 months from the date of initiation of the study. The amendment also stipulated that data used in fee studies should not be older than four years. The amendment also requires alternative transportation systems recognize transportation or road impact fee credits granted prior to adoption of the alternative transportation systems. The most recently enacted version of Florida Statute Section 163.31801 is provided in **Appendix C**.

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One of the purposes of this Technical Report, consistent with Florida Statute Section 163.31801(4)(f) and (g), is to demonstrate that City of Boynton Beach's Mobility Fee is proportional and reasonably connected to, or has a rational nexus with, both the **"need"** for Mobility Projects and the mobility **"benefits"** provided to those who pay the fee, otherwise known as the "dual rational nexus test", herein further described as:

The "Need" for additional (new) capital facilities (projects) to accommodate the increase in demand (impact) from growth (new development), and

The "Benefit" that the new growth (new development) receives from the payment and expenditure of fees to construct the new capital facilities (projects).

In addition to the "dual rational nexus test", the U.S. Supreme Court in Dolan v. Tigard also established a "rough proportionality test" to address the relationship between the amount of a fee imposed on development activity and the impact of the development activity. The "rough proportionality test" requires that there be a reasonable relationship (proportional and reasonably connected) between the impact fee and the impact of development activity based upon the applicable unit of measure for residential and non-residential uses. The "rough proportionality test" further requires that the variables used to calculate a fee are reasonably assignable and attributable to the impact of development activity.

The Courts recognized the authority of a municipality to impose "impact fees" in Florida occurred in 1975 in the case of City of Dunedin v. Contractors and Builders Association of Pinellas County, 312 So.2d 763 (2d DCA. Fla., 1975), where the court held: "that the so-called impact fee did not constitute taxes but was a charge using the utility services under Ch. 180, F. S." The Court set forth the following criteria to validate the establishment of an impact fee:

"…where the growth patterns are such that an existing water or sewer system will have to be expanded in the near future, a municipality may properly charge for the privilege of connecting to the system a fee which is in excess of the physical cost of connection, if this fee does not exceed a proportionate part of the amount reasonably necessary to finance the expansion and is earmarked for that purpose." 312 So.2d 763, 766, (1975).

The case was appealed to the Florida Supreme Court and a decision rendered in the case of Contractors and Builders Association of Pinellas County v. City of Dunedin 329 So.2d 314 (Fla. 1976), in which the Second District Court's decision was reversed. The Court held that "impact fees" did not constitute a tax; that they were user charges analogous to fees collected by privately owned utilities for services rendered.

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However, the Court reversed the decision, based on the finding that the City did not create a separate fund where impact fees collected would be deposited and earmarked for the specific purpose for which they were collected, finding:

"The failure to include necessary restrictions on the use of the fund is bound to result in confusion, at best. City personnel may come and go before the fund is exhausted, yet there is nothing in writing to guide their use of these moneys, although certain uses, even within the water and sewer systems, would undercut the legal basis for the fund's existence. There is no justification for such casual handling of public moneys, and we therefore hold that the ordinance is defective for failure to spell out necessary restrictions on the use of fees it authorizes to be collected. Nothing we decide, however prevents Dunedin from adopting another sewer connection charge ordinance, incorporating appropriate restrictions on use of the revenues it produces. Dunedin is at liberty, moreover, to adopt an ordinance restricting the use of moneys already collected. We pretermit any discussion of refunds for that reason." 329 So.2d 314 321, 322 (Fla. 1976)

The case tied impact fees directly to growth and recognized the authority of a local government to impose fees to provide capacity to accommodate new growth and basing the fee on a proportionate share of the cost of the needed capacity. The ruling also established the need for local government to create a separate account to deposit impact fee collections to help ensure those funds are expended on infrastructure capacity.

The Utah Supreme Court had ruled on several cases related to the imposition of impact fees by local governments before hearing Banberry v. South Jordan. In the case, the Court held that: "the fair contribution of the fee-paying party should not exceed the expense thereof met by others. To comply with this standard a municipal fee related to service like water and sewer must not require newly developed properties to bear more than their equitable share of the capital costs in relation to the benefits conferred" (Banberry Development Corporation v. South Jordan City, 631 P. 2d 899 (Utah 1981). To provide further guidance for the imposition of impact fees, the court articulated seven factors which must be considered (Banberry Development Corporation v. South Jordan City, 631 P. 2d 904 (Utah 1981):

"(1) the cost of existing capital facilities;

(2) the manner of financing existing capital facilities (such as user charges, special assessments, bonded indebtedness, general taxes or federal grants);

(3) the relative extent to which the newly developed properties and the other properties in the municipality have already contributed to the cost of existing capital facilities (by such means as user charges, special assessments, or payment from the proceeds of general taxes);

(4) the relative extent to which the newly developed properties in the municipality will contribute to the cost of existing capital facilities in the future;

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(5) the extent to which the newly developed properties are entitled to a credit because the municipality is requiring their developers or owners (by contractual arrangement or otherwise) to provide common facilities (inside or outside the proposed development) that have been provided by the municipality and financed through general taxation or other means (apart from user fees) in other parts of the municipality;

(6) extraordinary costs, if any, in servicing the newly developed properties; and

(7) the time-price differential inherent in fair comparisons of amounts paid at different times."

The Court rulings in Florida, Utah and elsewhere in the U.S. during the 1970's and early 1980's led to the first use of what ultimately became known as the "dual rational nexus test" in Hollywood, Inc. v. Broward County; which involved a Broward County ordinance that required a developer to dedicated land or pay a fee for the County park system. The Florida Fourth District Court of Appeal found to establish a reasonable requirement for dedication of land or payment of an impact fee that:

"… the local government must demonstrate a reasonable connection, or rational nexus between the need for additional capital facilities and the growth of the population generated by the subdivision. In addition, the government must show a reasonable connection, or rational nexus, between the expenditures of the funds collected and the benefits accruing to the subdivision. In order to satisfy this latter requirement, the ordinance must specifically earmark the funds collected for the use in acquiring capital facilities to benefit new residents." (Hollywood, Inc. v. Broward County, 431 So. 2d 606 (Fla. 4th DCA), rev. denied, 440 So. 2d 352 (Fla. 1983).

In 1987, the first of two major cases were heard before the U.S. Supreme Court that have come to define what is now commonly referred to as the "dual rational nexus test". The first case was Nollan v. California Coastal Commission which involved the Commission requiring the Nollan family to dedicate a public access easement to the beach in exchange for permitting the replacement of a bungalow with a larger home which the Commission held would block the public's view of the beach.

Justice Scalia delivered the decision of the Court: "The lack of nexus between the condition and the original purpose of the building restriction converts that purpose to something other than what it was...Unless the permit condition serves the same governmental purpose as the development ban, the building restriction is not a valid regulation of land use but an out-and-out plan of extortion (Nollan v. California Coastal Commission, 483 U. S. 825 (1987)". The Court found that there must be an essential nexus between an exaction and the government's legitimate interest being advanced by that exaction (Nollan v. California Coastal Commission, 483 U. S. 836, 837 (1987).

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The second case, Dolan v. Tigard, heard by the U.S. Supreme Court in 1994 solidified the elements of the "dual rational nexus test". The Petitioner Dolan, owner, and operator of a Plumbing & Electrical Supply store in the City of Tigard, Oregon, applied for a permit to expand the store and pave the parking lot of her store. The City Planning Commission granted conditional approval, dependent on the property owner dedicating land to a public greenway along an adjacent creek and developing a pedestrian and bicycle pathway to relieve traffic congestion. The decision was affirmed by the Oregon State Land Use Board of Appeal and the Oregon Supreme Court. The U.S. Supreme Court overturned the ruling of the Oregon Supreme Court and held:

"Under the well-settled doctrine of "unconstitutional conditions," the government may not require a person to give up a constitutional right in exchange for a discretionary benefit conferred by the government where the property sought has little or no relationship to the benefit. In evaluating Dolan's claim, it must be determined whether an "essential nexus" exists between a legitimate state interest and the permit condition. Nollan v. California Coastal Commission, 483 U. S. 825, 837. If one does, then it must be decided whether the degree of the exactions demanded by the permit conditions bears the required relationship to the projected impact of the proposed development." Dolan v. City of Tigard, 512 U.S. 383, 386 (1994)

The U.S. Supreme Court in addition to upholding the "essential nexus" requirement from Nollan also introduced the "rough proportionality" test and held that:

"In deciding the second question-whether the city's findings are constitutionally sufficient to justify the conditions imposed on Dolan's permit-the necessary connection required by the Fifth Amendment is "rough proportionality." No precise mathematical calculation is required, but the city must make some sort of individualized determination that the required dedication is related both in nature and extent to the proposed development's impact. This is essentially the "reasonable relationship" test adopted by the majority of the state courts. Dolan v. City of Tigard, 512 U.S. 388, 391 (1994)"

An often-overlooked component of Dolan v. City of Tigard is the recognition that while multimodal facilities may off-set traffic congestion there is a need to demonstrate or quantify how the dedication of a pedestrian / bicycle pathway would offset the traffic demand generated. per the following excerpt from the opinion of the Court delivered by Chief Justice Rehnquist:

"The city made the following specific findings relevant to the pedestrian/bicycle pathway: "In addition, the proposed expanded use of this site is anticipated to generate additional vehicular traffic thereby increasing congestion on nearby collector and arterial streets. Creation of a convenient, safe pedestrian/bicycle pathway system as an alternative means of transportation could offset some of the traffic demand on these nearby streets and lessen the increase in traffic congestion." We think a term such as "rough proportionality" best encapsulates what we hold to be the requirement of the Fifth Amendment. No precise mathematical calculation is required, but the city must make some sort of individualized determination that the required dedication is related both in nature and extent to the impact of the proposed development.

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With respect to the pedestrian/bicycle pathway, we have no doubt that the city was correct in finding that the larger retail sales facility proposed by petitioner will increase traffic on the streets of the Central Business District. The city estimates that the proposed development would generate roughly 435 additional trips per day. Dedications for streets, sidewalks, and other public ways are generally reasonable exactions to avoid excessive congestion from a proposed property use. But on the record before us, the city has not met its burden of demonstrating that the additional number of vehicle and bicycle trips generated by the petitioner's development reasonably relate to the city's requirement for a dedication of the pedestrian/bicycle pathway easement. The city simply found that the creation of the pathway "could offset some of the traffic demand . . . and lessen the increase in traffic congestion."

"As Justice Peterson of the Supreme Court of Oregon explained in his dissenting opinion, however, "[t]he findings of fact that the bicycle pathway system could offset some of the traffic demand' is a far cry from a finding that the bicycle pathway system will, or is likely to, offset some of the traffic demand." 317 Ore., at 127, 854 P. 2d, at 447 (emphasis in original). No precise mathematical calculation is required, but the city must make some effort to quantify its findings in support of the dedication for the pedestrian/bicycle pathway beyond the conclusory statement that it could offset some of the traffic demand generated." Dolan v. City of Tigard, 512 U.S. 687 (1994).

The U.S. Supreme Court recently affirmed, through Koontz vs. St. Johns River Water Management District, that the "dual rational nexus" test equally applies to monetary exactions in the same manner as a governmental regulation requiring the dedication of land. Justice Alito described:

"Our decisions in Nollan v. California Coastal Commission, 483 U. S. 825 (1987), and Dolan v. City of Tigard, 512 U. S. 374 (1994), provide important protection against the misuse of the power of land-use regulation. In those cases, we held that a unit of government may not condition the approval of a land-use permit on the owner's relinquishment of a portion of his property unless there is a "nexus" and "rough proportionality" between the government's demand and the effects of the proposed land use. In this case, the St. Johns River Water Management District (District) believes that it circumvented Nollan and Dolan because of the way in which it structured its handling of a permit application submitted by Coy Koontz, Sr., whose estate is represented in this Court by Coy Koontz, Jr. The District did not approve his application on the condition that he surrender an interest in his land. Instead, the District, after suggesting that he could obtain approval by signing over such an interest, denied his application because he refused to yield." Koontz v. St. Johns River Water Management District 1333 S. Ct. 2586 (2013).

"That carving out a different rule for monetary exactions would make no sense. Monetary exactions—particularly, fees imposed "in lieu" of real property dedications—are "commonplace" and are "functionally equivalent to other types of land use exactions." To subject monetary exactions to lesser, or no, protection would make it "very easy for land-use permitting officials to evade the limitations of Nollan and Dolan." Furthermore, such a rule would effectively render Nollan and Dolan dead letters "because the government need only provide a permit applicant with one alternative that satisfies the nexus and rough proportionality standard, a permitting authority wishing to exact an easement could simply give the owner a choice of either surrendering an easement or making a payment equal to the easement's value." Koontz v. St. Johns River Water Management District 1333 S. Ct. 2599 (2013).

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The Florida First District Court of Appeals recently affirmed, through The BoCC of Santa Rosa County vs. the Builders Association of West Florida, that impact fees are required to meet the "dual rational nexus" test to avoid being found to be an unconstitutional tax. The Court cited the following sections of Florida Statute:

"Second, the Florida Impact Fee Act sets forth the minimum statutory requirements for a valid impact fee. § 163.31801(3), Fla. Stat. (2019). The Act requires impact fees to be based on the "most recent and localized data." § 163.31801(3)(a), Fla. Stat." The Board of County Commissioners v. Home Builders Assoc. of West Florida, Inc., 325 So. 3d 981, 985 (Fla. Dist. Ct. App. 2021).

The Court cited expert testimony that the County's school impact fee did not recognize differences in growth or needs that would be the basis for different fees based on geographic location and needs due to new growth:

"the impact fees failed the dual rational nexus test because they did not account for the differences between the northern and southern parts of the county. This resulted in impact fees that were disproportionate to the growth in these geographical regions." The Board of County Commissioners v. Home Builders Assoc. of West Florida, Inc., 325 So. 3d 981, 985 (Fla. Dist. Ct. App. 2021).

The U.S. Supreme Court in April 2024 issued a unanimous decision in Sheetz v. County of El Dorado, California (144 S.Ct. 893) where the Court narrowly determined that legislatively enacted impact fees are not exempt from the requirements set forth in two previous property rights cases (Nollan v. California Coastal Commission and Dolan v. City of Tigard, Oregon). Thus, local governments that impose impact fees will now be subjected to a standard requiring them to demonstrate the relationship and relative impact of the development on the community. Specifically, local governments will have to show that conditions (impact fees) to obtain a land-use permit have an "essential nexus" (relationship) to the government's land-use interest and a "rough proportionality" between the weight on the property owner and the development's effects of the proposed land use.

The Impact Fee Act already requires that imposed impact fees and mobility fees demonstrate an "essential nexus" between the fee and the impact from development activity. The Supreme Court ruling reinforces the prior impact fee case law that the amount of impact fees or mobility fees imposed must be "rough proportionality" to the impact from development activity. The ruling also stipulated that required monetary payments in the form of impact fees are an exaction just like requiring development activity to dedicate land for a governmental purpose and could be subject to a takings claim if the impact fees imposed do not demonstrate an "essential nexus" between the amount and imposition and the impact from development activity.

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DEVELOPING A MOBILITY FEE

There update of Mobility Plan Projects and development of the Mobility Fee for the City of Boynton Beach involved several steps. The following is an overview of the process used to update Mobility Plan Projects and develop a Mobility Fee consistent with statutory requirements **(Figure 2).**

Figure 2. Developing a Mobility Fee



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COMPREHENSIVE PLAN

In 2019, the City amended the Transportation Element of the Comprehensive Plan to establish legislative intent to develop a mobility plan and fee. As of January 2025, the following are the Goals, Objectives, and Policies in the Transportation Element of the Comprehensive Plan:

TRANSPORTATION ELEMENT

GOAL 2: "To develop and maintain a transportation system which will serve the transportation needs of all sectors of the City of Boynton Beach in a safe, efficient, cost effective, and aesthetically pleasing manner that promotes multi-modal transportation options, such as walking, bicycling, and transit."

Figure 3. Integrating Land Use, Transportation, Parking & Funding



Objective 2.4 "The City shall develop and maintain a safe, convenient, multi-modal transportation system, including walking, bicycling, and public transit, which will meet future as well as current transportation needs, particularly within the TCEA and the CRA."

Policy 2.6.3 "The City may seek to repeal and replace Palm Beach County transportation concurrency, proportionate fair-share and road impact fees with a Mobility Fee based upon a Complete Streets Mobility Plan. Repeal of Palm Beach County transportation concurrency, proportionate fair-share and road impact fees will require consultation with Palm Beach County. The City may also apply a Mobility Fee to the city-maintained facilities, repealing City transportation concurrency and proportionate fair-share applicable to local roadways."

Policy 2.6.4 "The Mobility Fee may be implemented and adopted citywide or may be adopted only for specific areas or districts within the City. For each such specific area or district, an adopted Mobility Fee shall replace both Palm Beach County transportation concurrency, proportionate fair-share and road impact fees and City transportation concurrency and proportionate fair-share."

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Policy 2.6.5 "The Complete Streets Mobility Plan and Mobility Fee may be adopted by resolution of the City Commission. The Mobility Fee would go into effect per the provisions of the Mobility Fee ordinance."

Policy 2.6.6 "Should the City Commission elect to adopt a Mobility Fee, the City, within one year of adoption of the implementing Ordinance, shall update the Transportation and Capital Improvement Elements of the Comprehensive Plan to reflect the repeal of transportation concurrency, proportionate fair-share and road impact fees and update policies related to level and quality of service standards, complete streets, capacity determinations, backlogged facilities, transportation and associated multi-modal policies and other elements addressed in the Complete Streets Mobility Plan."

Policy 2.6.7 "The Complete Streets Mobility Plan shall include provisions that address mobility between destinations and should address accessibility to, from destinations, and between modes of travel. The improvements in the Plan shall be based upon the expected, anticipated or desired increase in new development, infill development and redevelopment by the established horizon year and the associated increase in vehicular and person travel demand. The Complete Streets Mobility Plan shall include quality and level of service standards for all modes of travel."

Policy 2.6.8 "The City, as part of a Complete Streets Mobility Plan, may adopt quality and/or level of service standards for pedestrians, bicycle, transit and other multi-modal facilities included in the Plan. Quality of Service standards shall be related to the overall travel experience of the user with higher standards established in areas where walking, bicycling, transit and other non-vehicular modes of travel are encouraged. Level of Service standards shall be related to the width or size of pedestrian, bicycle and non-vehicular facilities with wider and larger facilities in areas where non-vehicular modes of travel are encouraged and frequency of transit service with greater frequencies and spans of service in areas where transit is encouraged."

Policy 2.6.9 "The Complete Streets Mobility Plan may serve as a Master Plan for roads and transit within the City, and also function as a Bicycle, Pedestrian, Trails, Blueways, Greenways and other non-vehicular modes or travel Master Plan."

Policy 2.6.10 "The Complete Streets Mobility Plan may also incorporate provisions for reduced heat island effects and improve air quality through trees and landscaping and to reduce stormwater run-off and water quality through the integration of low impact development techniques, bio- swales, rain gardens and other green techniques that can be incorporated into the planning, design and construction of transportation improvements."

Policy 2.6.11 "The Complete Streets Mobility Plan may include policies related to land use to encourage multi-modal supportive development. The Plan may also include provisions that allow for reduction in development parking requirements in recognition of car and bicycle sharing in complete streets, and parking strategies that reduce parking requirements for mixed-use, multi-modal development and affordable housing."

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Policy 2.6.12 "The Mobility Fee would be a one-time assessment on new development or redevelopment that results in an impact to the transportation system through an increase in vehicular trips or vehicular miles of travel or an increase in person trips or person miles of travel. The Mobility Fee, consistent with State Statute, shall be required to meet the dual rational nexus test and shall be reasonably attributable to the travel demand impact of new development, infill and redevelopment."

Policy 2.6.13 "The Mobility Fee may include provisions to encourage and incentivize new development, infill and redevelopment within targeted areas of the City. The Mobility Fee may also include provisions to encourage affordable and workforce housing, mixed- use, multi-modal supportive development, and desired land uses that increase employment and attract economic development."

Policy 2.6.14 "An application for private development may not be required to pay a Mobility Fee and also meet transportation concurrency, proportionate-fair share and road impact fees to the extent the Mobility Fee address the same facilities and travel demand impacts as would be addressed through the application of transportation concurrency, proportionate-fair share and road impact fees for City and/or County or State maintained facilities."

Policy 2.6.15 "In consideration of a future Complete Streets Mobility Plan, the City may review the Land Development Regulations to consider incentives for and accommodate the needs of compact four-and-two-wheel vehicles (such as hybrids, smart cars, and vespas/scooters, etc.) by assessing the parking requirements and other provisions of the code."

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GROWTH

The first requirement of the **"dual rational nexus"** for the City's Mobility Fee is to demonstrate that there is a need for Mobility Projects to accommodate projected growth in person travel demand. An evaluation of the existing and projected population and employment was conducted for the City of Boynton Beach Mobility Study Area **(Map C).** The Mobility Study Area includes all areas of the City east of Interstate 95 and varying areas of the City between Interstate 95 and Congress Avenue and around the Boynton Beach Mall.

The population and employment data were obtained from the Traffic Analysis Zones (TAZs) used in the 2045 Palm Beach Long Range Transportation Plan (LRTP). The population and employment analysis demonstrates that there is projected to be an increase in population, households, and employment for the Mobility Study Area, the City and surrounding areas **(Table 1)**. The projected increase in population, households, and employment will generate additional person travel demand and will create a need for mobility projects to meet that travel demand.

TABLE 1. PROJECTED GROWTH

	MOBILITY FEE STUDY AREA			CITYWIDE & SURROUNDING AREAS		
Year	Households	Population	Employment	Households	Population	Employment
2015	26,640	56,255	32,833	40,944	95,652	52,395
2045	35,677	83,273	47,431	54,447	126,766	69,418
Increase	11,037	27,018	14,598	11,037	27,018	14,598

Source: Projected growth analysis prepared by NUE Urban Concepts, LLC. Data was extracted from Traffic Analysis Zones (TAZs) from the 2015/2045 Southeast Regional Planning Model. The model files were obtained from the Palm Beach County Transportation Planning Agency (TPA) webpage. The data was projected for the Mobility Fee Study area, the City, and surrounding areas. There is some overlap in data due to TAZs extending beyond City limits into surrounding areas.

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VEHICLE MILES OF TRAVEL (VMT)

The growth in vehicle miles of travel (VMT) is one of the factors evaluated to determine the need for future Mobility Projects within the Mobility Study Area. The evaluation of future vehicle miles of travel (VMT) includes minor and major collectors as well as arterials.

The VMT analyses includes City, County, and State roads within the Mobility Study Area **(Map C)**. The growth rates from the model data used for the 2045 LRTP were used to determine the VMT growth of **396,230** within the Mobility Study Area between 2024 and 2045 **(Table 2)**.

TABLE 2. GROWTH IN VEHICLE MILES OF TRAVEL (VMT)

Year	VMT Arterials & Collectors	VMT Limited Access	VMT All
2024 (Mobility Plan base year)	975,600	1,937,230	2,912,830
2045 (Model & Plan future year)	1,344,830	2,024,470	3,369,300
VMT increase (2024 to 2045)	369,230	87,240	456,470

Source: Projected growth in VMT prepared by NUE Urban Concepts, LLC based on the Traffic Characteristics Data for the Mobility Study Area **(Appendix D)**. The VMT data were calculated based on applying the annual growth rate of 1.54% in VMT based on base year and future year model data for the Mobility Study Area **(Map C)**. The VMT increase is based on the difference between 2024 and 2045. The major roads network does not include roads classified as local. The projected increase in VMT for the arterial and collector roads in the Mobility Study Area is projected to increase by 37.8% [(1,344,830 – 975,600) = 369,230; (369,230 / 975,600) = 0.378%)]. The annual growth rate of 0.21% for I-95 is significantly lower than for arterials and collectors (SEFRPM 8.541). The limits for I-95 extend from Atlantic Ave (SR 806) in Delray Beach to Lantana Road in Lantana to account for travel to the next interchange exits outside the Mobility Study Area.

The VMT data for limited access facilities (i.e., Interstate 95) will be used to adjust the travel demand for land uses established in the mobility fee schedule. Travel on limited access facilities is excluded from both road impact fee and mobility fee studies as the limited access facilities serve intercity and regional travel.

Furthermore, improvements to Interstate 95 would be funded through federal and state gas tax revenues. The data for limited access facilities extend roughly one mile (1) north and three (3) miles south of the Mobility Study Area to account for travel to the next Interstate 95 interchange.

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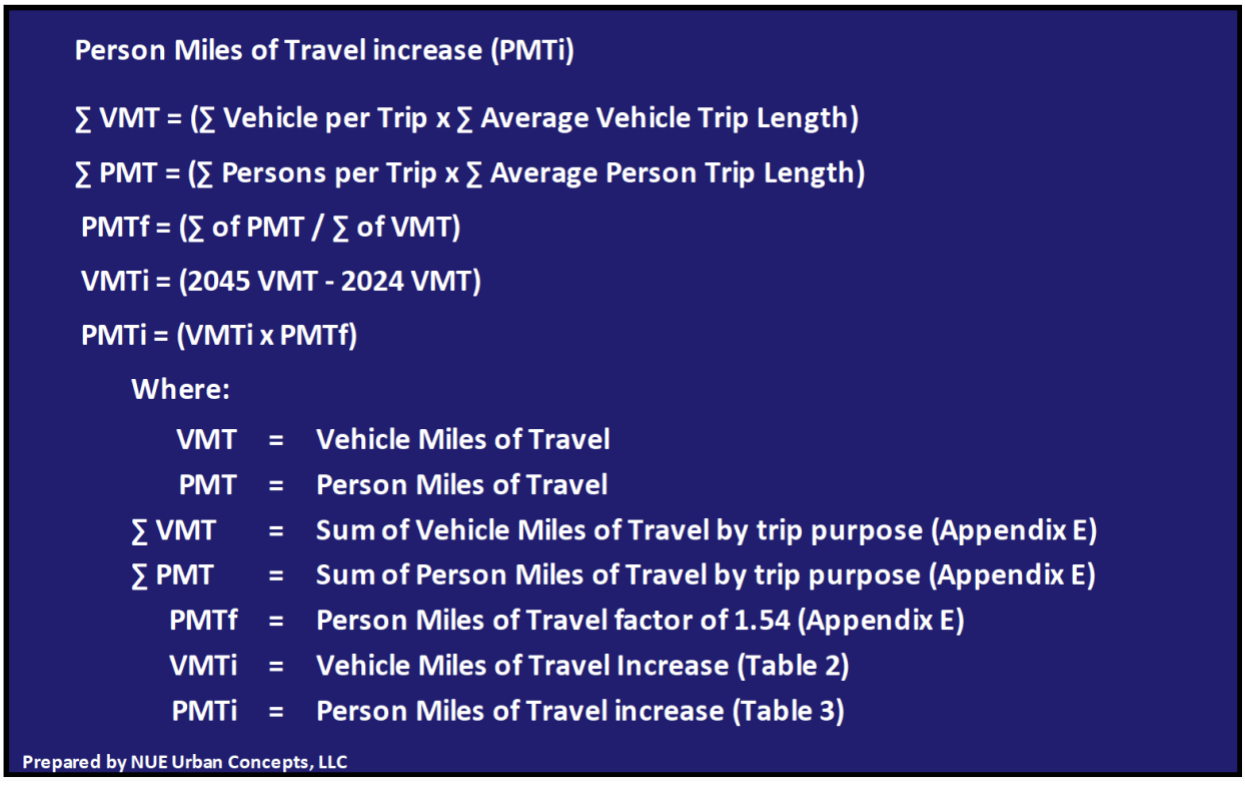
PERSON MILES OF TRAVEL (PMT)

The growth in vehicle miles of travel (VMT) is often used in road impact fees to evaluate the need for road capacity improvements to move vehicles. Mobility Fees utilize person miles of travel (PMT) to evaluate the need for multimodal projects to move people. To account for multimodal trips made by people walking, biking, riding transit, and the number of people per vehicle (aka vehicle occupancy), the projected increase in vehicle miles of travel (VMT) demand is converted into person miles of travel (PMT) demand for arterial and collector roads.

The conversion is based on person and vehicle trips and trip length data obtained from the 2022 National Household Travel Survey (NHTS). The NHTS data is used to calculate a person miles of travel factor (PMTf) based on PMT and VMT per trip purpose. The evaluation of the vehicle and person data from the 2022 NHTS resulted in a person miles of travel factor (PMTf) of 1.54 **(Appendix E)**. The increase in PMT is based on the projected increase in VMT multiplied by the applicable person miles of travel factor (PMTf) illustrated in further detail in **Figure 4**.

Figure 4: Person Miles of Travel Increase (PMTi)



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The projected increase in PMT within the Mobility Fee Study Area, excluding I-95, between the Mobility Plan base year of 2024 and the future year of 2045 is **568,614 (Table 3)**. The increase was calculated per the formula illustrated in **Figure 4**. The projected person miles of travel (PMT) increase of **586,614** demonstrates that there are future person miles of travel demand projected by 2045 that will result in the **"need"** for Mobility Projects to accommodate the increase in person travel demand **(Table 3)**. The documented increase in PMT and the identification of updated Mobility Plan Projects, consistent with the **"needs"** test of the dual rational nexus test.

TABLE 3. INCREASE IN PERSON MILES OF TRAVEL (PMT)

Vehicle & Person Miles of Travel	(VMT & PMT)
2024 Mobility Plan Base Year	
2024 Base Year Vehicle Miles of Travel (VMT)	975,600
Person Miles of Travel factor (PMTf)	1.54
2024 Base Year Person Miles of Travel (PMT)	1,502,424
2045 Mobility Plan Future Year	
2045 Future Year Vehicle Miles of Travel (VMT)	1,344,830
Person Miles of Travel factor (PMTf)	1.54
2045 Future Year Person Miles of Travel (PMT)	2,072,038
Increase in VMT & PMT	
Vehicle Miles of Travel increase (VMTi)	369,230
Total Increase in Person Miles of Travel (PMTi)	568,614

Source: The 2045 VMT increase was obtained from **Table 2**. PMTi obtained by multiplying VMTi by 1.54 (**Figure 4**.)

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QUALITY OF SERVICE (QOS)

The adoption of an alternative transportation system is an opportunity to expand beyond the current practice of evaluating the current transportation system solely on the availability of road capacity on a segment-by-segment basis. Florida Statute Section 163.3180 allows local governments to establish level of service (LOS) and quality of service (QOS) standards for people bicycling, walking, accessing transit, and making roads safer for all users. The LOS and QOS standards are intended to be used for the following planning and design activities and incorporation into the Comprehensive Plan (CP) and Land Development Regulations (LDRs):

(1) Identification of Mobility Projects to periodically update the Complete Streets Mobility Plan,
(2) Performance measures to evaluate over time changes in service and mobility provided,
(3) Determining multimodal capacities for Mobility Projects,
(4) Prioritize Mobility Projects for annual capital improvement programming,
(5) Develop Complete Streets design standards in the LDRs for new and retrofitted streets,
(6) Implement FDOT's Context Classifications for Complete Streets,
(7) Develop mobility strategies in the CP and LDRs for new development,
(8) Develop multimodal site access analysis and internal street evaluation requirements, and
(9) Develop multimodal criteria to review CP amendments and Planned Unit Developments.

Florida Statute 163.3180 (5)(f)(5) identifies the establishment of multimodal quality of service (QOS) standards as part of an alternative transportation. Street quality of service (QOS) standards, based on posted speed limits, are intended to be used a planning tool used for innovative street design. Multimodal QOS standards are based on the types of facilities for people walking and bicycling. Transit QOS standards are based on the type, frequency, and span of service for future transit.

The establishment of street quality of service (QOS) standards based on the posted speed limit is both an alternative and a complement to areawide roadway LOS standards. While areawide roadway LOS standards are based on road capacity to move cars, street QOS standards are intended to enhance mobility and safety for all users of the transportation system by prioritizing slower speeds for cars. Street QOS standards are intended to enhance mobility and move towards safer streets for all modes of travel by prioritizing slower speeds for cars. Studies have shown there is a direct correlation between the speed of car travel and the severity of crashes. As speeds increase, so does the probability that a crash involving people walking, bicycling, or driving will result in one or more fatalities, especially given the increasing popularity and size of SUVs and pick-up trucks.

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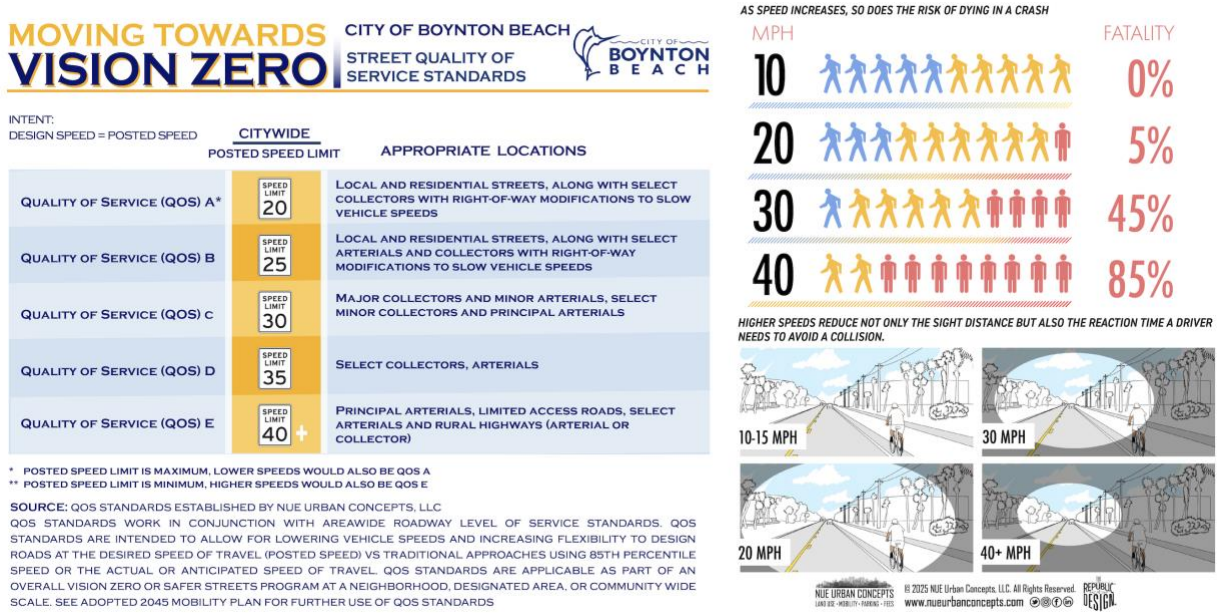
The street QOS standards are the inverse of roadway LOS standards in that as speed limits go down, street QOS goes up and provides the City with increased flexibility to design safer streets for all users. Whereas, for roadway LOS, as speed limits go down, road LOS also goes down, requiring the City to look at ways to add road capacity. Street QOS standards that promote slower speeds provide planners and engineers with greater flexibility to implement innovative street designs, such as low speed streets, shared streets, complete streets, appropriately sized travel lanes, and locating buildings and trees closer to travel lanes.

To ensure streets are designed to be safer for all users, design speeds are intended to be based on posted speed limits. This approach differs greatly from the 85th percentile speed of travel traditionally used to design road and streets based on the speeds at which 85% of drivers travel. This traditional approach prioritizes driving vehicles. The proposed QOS standards prioritize slower speeds, where more people walk and bike, and recognizes higher posted speeds are more appropriate on corridors carrying higher volumes of motor vehicles.

The QOS standards and corresponding posted speed limit for the City are proposed to vary by both geographic location and type of multimodal facility, street, and roadway **(Figure 5)**. The adoption of Street QOS standards is the first step in providing increased flexibility in street design and moving towards the goal of zero fatalities (aka Vision Zero).

FIGURE 5. STREET QUALITY OF SERVICE (QOS) STANDARD



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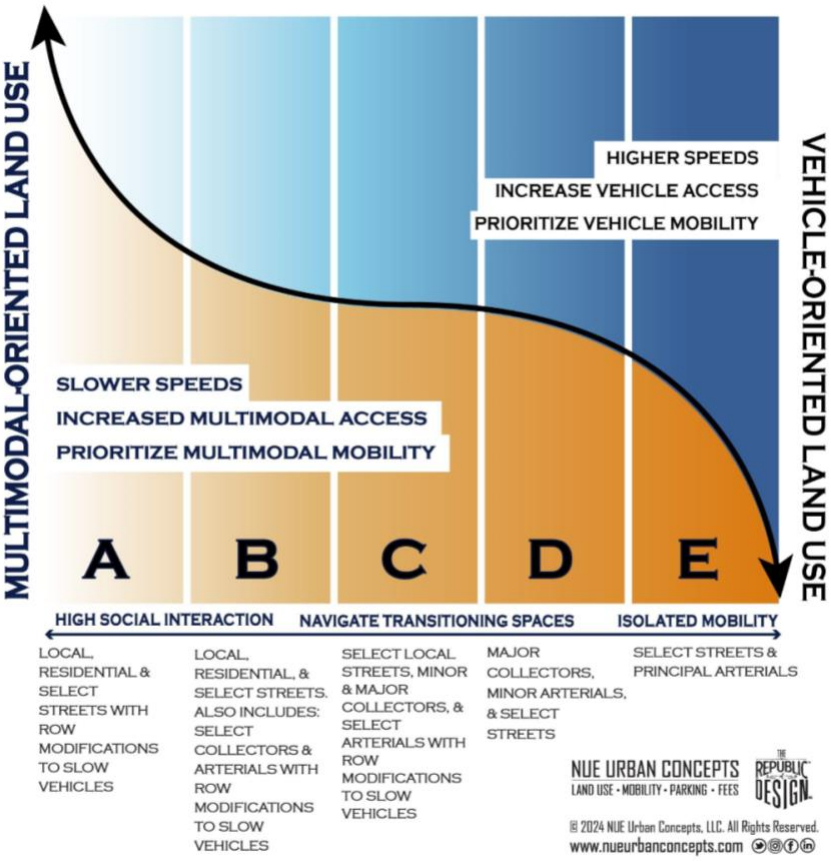
However, just because a lower speed limit is posted, does not necessarily mean drivers will reduce their speed. Reducing the speed of vehicles requires physical changes to the street right-of-way that result in people driving slower and people feeling more comfortable bicycling and walking. Changes in speed limits and resulting changes in street QOS standards would be phased in over time as part of: (1) designing new mobility projects; (2) reimagining and repurposing existing right-of-way to emphasize the safe movement of people, rather than the quick movement of cars (aka road diets, lane narrowing, shared streets); and (3) as part of neighborhood traffic calming projects to improve safety and potentially reduced cut through traffic.

The lower the design speed, the greater the emphasis on the safe movement of people, whether they are walking, bicycling, or driving. Establishing street QOS standards based on posted speed limits more accurately reflects: (1) the intended purpose of a street; (2) the desired level of people walking and bicycling; and (3) the type of access to adjacent land uses. As the speed decreases, accessibility to adjacent land uses by people walking and bicycling increases. As the speed limit increases, access to adjacent land uses becomes more restrictive, due to a greater emphasis on the movement of vehicles and access via driving, rather than walking and bicycling **(Figure 6)**.

FIGURE 6. SPEED, ACCESSIBILITY & MOBILITY

A Street QOS standard of "A" prioritizes slower vehicle speeds, accessibility, and mobility for people. These streets not only help people reach their destinations; they can be destinations in and of themselves that offer a high level of social interaction. On the other end of the spectrum, Street QOS "E" standards prioritize higher vehicle speeds between destinations. The City has the ability to modify speed limits on City streets. Adjustment of speed limits on County and State Roads would require their approval.



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As the City continues to transition its transportation system from one that prioritizes moving cars towards a multimodal system that emphasizes moving people, there may need to be an update of standards to guide the retrofit of existing streets and the design of future streets serving new development. Proposed Curbless Shared Streets and Walking and Streetscape Enhancements would be the ideal streets to implement higher Streets QOS Standards. The proposed multimodal QOS standards, which are based on multimodal facilities rather than performance measures, are used to establish multimodal capacities for the mobility fee calculations. The proposed multimodal QOS standards can also be used for: (1) performance measures; (2) mobility planning; (3) design standards; and (4) prioritizing multimodal projects.

The proposed multimodal QOS standards for people bicycling and walking on off-street sidewalks, paths, and trails are based on: (1) the width of the facility (i.e., bike lane, path, sidewalk); (2) the type of physical separation between multimodal facilities and travel lanes for cars, SUVs, and other motor vehicles; and (3) the posted speed limit. The following are multimodal QOS standards for people bicycling and walking on off-street multimodal facilities: **(Figure 7):**

Figure 7. Bicycling and Walking Quality of Service (QOS) Standards

MOVING TOWARDS VISION ZERO

CITY OF BOYNTON BEACH

OFF-STEERT MULTIMODAL QUALITY OF SERVICE (QOS) FOR BICYCLING & WALKING

FACILITY TYPE	ROW FEATURES (SEE NOTES FOR ROW WITH MULTIPLE FEATURES)				
OFF-STREET STANDARD	LIMITED SEPARATION	LANDSCAPE STREET TREES	ON-STREET PARKING OR PHYSICAL BARRIER	LANDSCAPE BUFFER	SPEED LIMIT 25 MPH OR LESS
BOARDWALK, SHARED-USE PATH, SIDEWALK, TRAIL (10' OR WIDER)	B	A	A	A	A
PATHWAY (8' TO 9' WIDE)	C	B	B	B	B
SIDEWALK (6' TO 7' WIDE)	D	C	C	C	C
SIDEWALK (4' TO 5' WIDE)	E	D	D	D	D

SOURCE: QOS STANDARDS ESTABLISHED BY NUE URBAN CONCEPTS, LLC
INTENT: MOBIITY PLANNING AND MEASURE PERFORMANCE OF MULTIMODAL PROJECTS OVER TIME.

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NOTES: THE PRESENCE OF TWO ROW ELEMENTS, EXCEPT FOR LIMITED SEPERATION, SUCH AS ON-STREET PARKING AND STREET TREES WOULD RESULT IN AN INCREASE IN ONE ADDITIONAL LETTER GRADE. FOR EXAMPLE, A TEN (10) FOOT WIDE PATH WITH STREET TREES AND ON-STREET PARKING WOULD RESULT IN A QOS OF "A". THE PRESENCE OF THREE OR MORE ROW ELEMENTS, EXCEPT FOR LIMITED SEPARATION, SUCH AS A FIVE (5) FOOT SIDEWALK, WITH A LANDSCAPE BUFFER AND A POSTED SPEED LIMIT OF 25 MPH WOULD RESULT IN A QOS OF "C", OR AN INCREASE OF TWO LETTER GRADES. PHYSICAL BARRIER INCLUDES ANY TYPE OF PERMANENT, PHYSICAL VERTICAL SEPARATION. GRASS BUFFER MUST BE AT LEAST FIVE (5) FEET IN WIDTH BETWEEN VEHICLE TRAVEL LANES AND THE FACILITY. LANDSCAPE INCLUDES VERTICAL LANDSCAPE ELEMENTS THAT WOULD PROVIDE A DEGREE OF PROTECTION FOR MULTIMODAL USERS.

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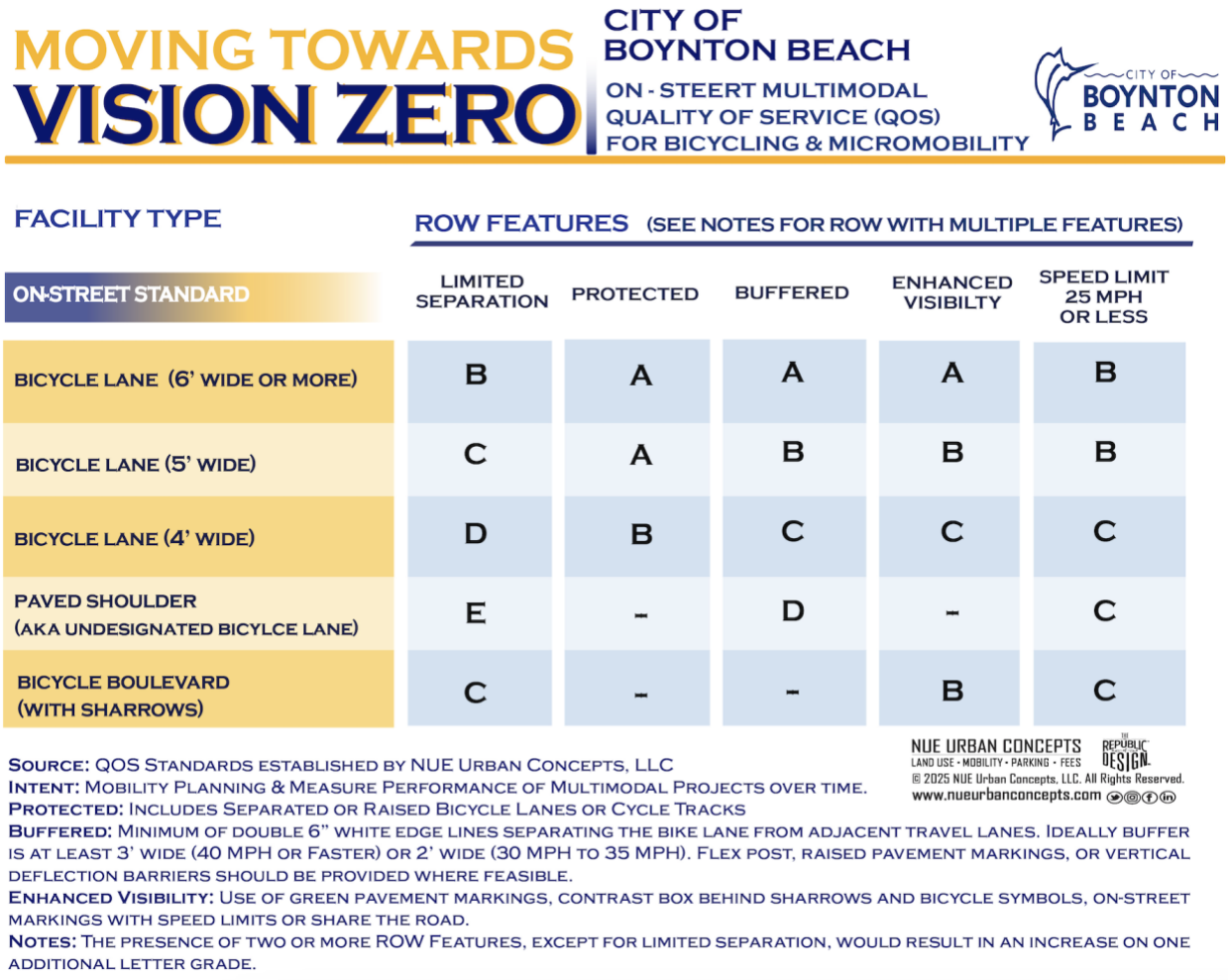
The multimodal QOS standards for on-street bike lanes or cycle tracks that accommodate travel demand for people skating, riding a bicycle, scooter, skateboard, or micromobility device are based on the width of the facility, the level of physical separation from motor vehicle travel lanes, the visibility of the facility, and the posted speed limit. The proposed multimodal QOS standards for people bicycling and riding micromobility devices are intended for on-street facilities. These modes, specifically bicycles, may also make use of sidewalks, shared-use paths, and multi-use trails if permitted by the City **(Figure 8)**.

FIGURE 8. BICYCLING & MICROMOBILITY QUALITY OF SERVICE (QOS) STANDARDS



The multimodal transit QOS standards are only for corridors with existing or future transit service. It should be recognized that the City has little say in the headways provided by future express bus or bus service. The City does have greater ability to pursue higher QOS standards for microtransit and trolley circulators. The following multimodal QOS standards are for future transit based on the frequency of service and the type of transit service provided **(Figure 9)**.

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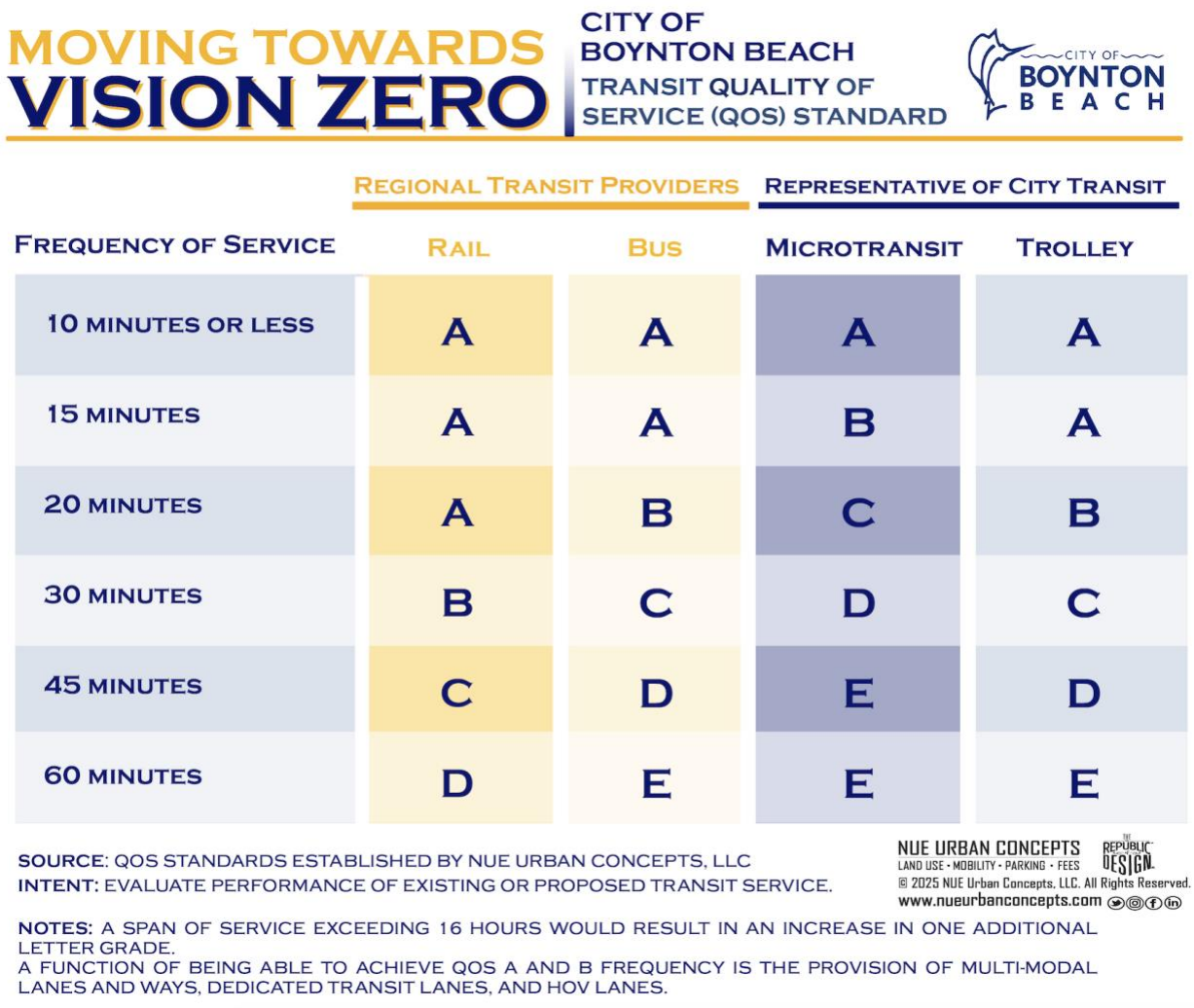
FIGURE 9. TRANSIT QUALITY OF SERVICE (QOS) STANDARDS



	Regional Transit Providers		Representative of City Transit	
Frequency of Service	Rail	Bus	Microtransit	Trolley
10 minutes or less	A	A	A	A
15 minutes	A	A	B	A
20 minutes	A	B	C	B
30 minutes	B	C	D	C
45 minutes	C	D	E	D
60 minutes	D	E	E	E

SOURCE: QOS STANDARDS ESTABLISHED BY NUE URBAN CONCEPTS, LLC
INTENT: EVALUATE PERFORMANCE OF EXISTING OR PROPOSED TRANSIT SERVICE.

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NOTES: A SPAN OF SERVICE EXCEEDING 16 HOURS WOULD RESULT IN AN INCREASE IN ONE ADDITIONAL LETTER GRADE.
A FUNCTION OF BEING ABLE TO ACHIEVE QOS A AND B FREQUENCY IS THE PROVISION OF MULTI-MODAL LANES AND WAYS, DEDICATED TRANSIT LANES, AND HOV LANES.

The City's currently adopted roadway LOS standards are primarily intended to implement transportation concurrency and identify the need for additional road capacity on a segment-by-segment basis. It is also recommended that the City consider proposed multimodal QOS standards for Complete Streets, walking, bicycling, micromobility, and transit.

These multimodal QOS standards promote creating a safe and efficient multimodal system to encourage walking, biking, and transit use. The proposed multimodal QOS standards will allow for effective mobility planning, measuring mobility plan performance over time, developing Complete Street design standards for new and retrofitted streets, and developing mobility criteria to be met by new development.

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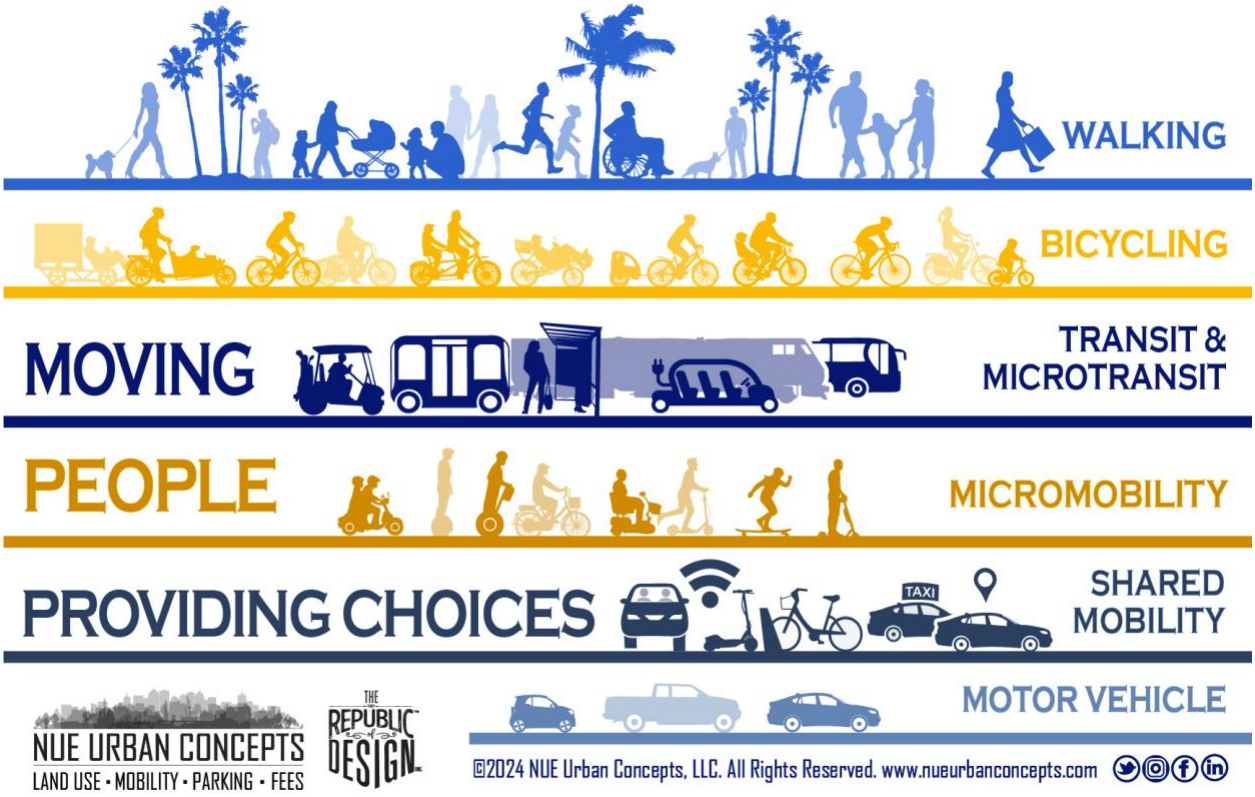
UPDATE MOBILITY PLAN PROJECTS

The updated Mobility Plan Projects serve as the basis to develop the City's Mobility Fee. The updated Mobility Plan Projects provide a foundation for Boynton Beach to proactively prioritize projects to meet the growth, travel, and mobility needs of the community in a manner that is coordinated with the Future Land Use Element in the City's Comprehensive Plan. The updated Mobility Plan Projects support the City's ongoing initiatives to transition its transportation system from primarily moving vehicles, towards a multimodal system focused on safely moving people, whether they choose to walk, bicycle, ride transit, or continue to drive their vehicles **(Figure 10)**.

Figure 10. Moving People, Providing Choices



Updated Mobility Plan Projects (aka Mobility Projects) consist of improvements to curbless, low speed, and wider streets, shared-use paths, sidewalks, bike lanes, boardwalks, transit circulators, water taxi service, mobility hubs, and mobility programs, services, and studies. The updated Mobility Plan Projects were established based on the multimodal elements necessary to transition from a transportation system focused on moving cars, towards a safe, comfortable, and convenient multimodal system focused on moving people **(Figure 11)**.

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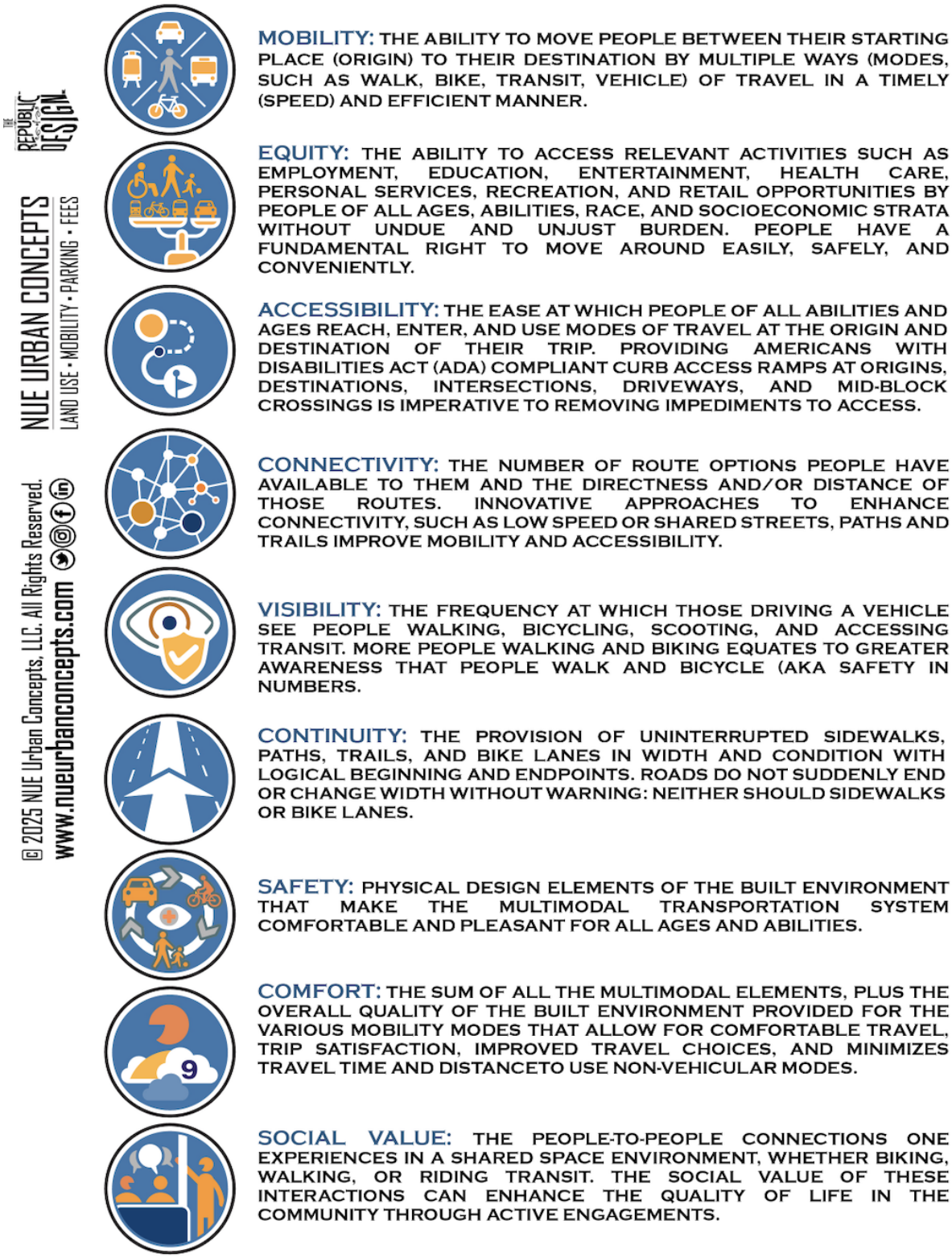
Figure 11. Multimodal Elements



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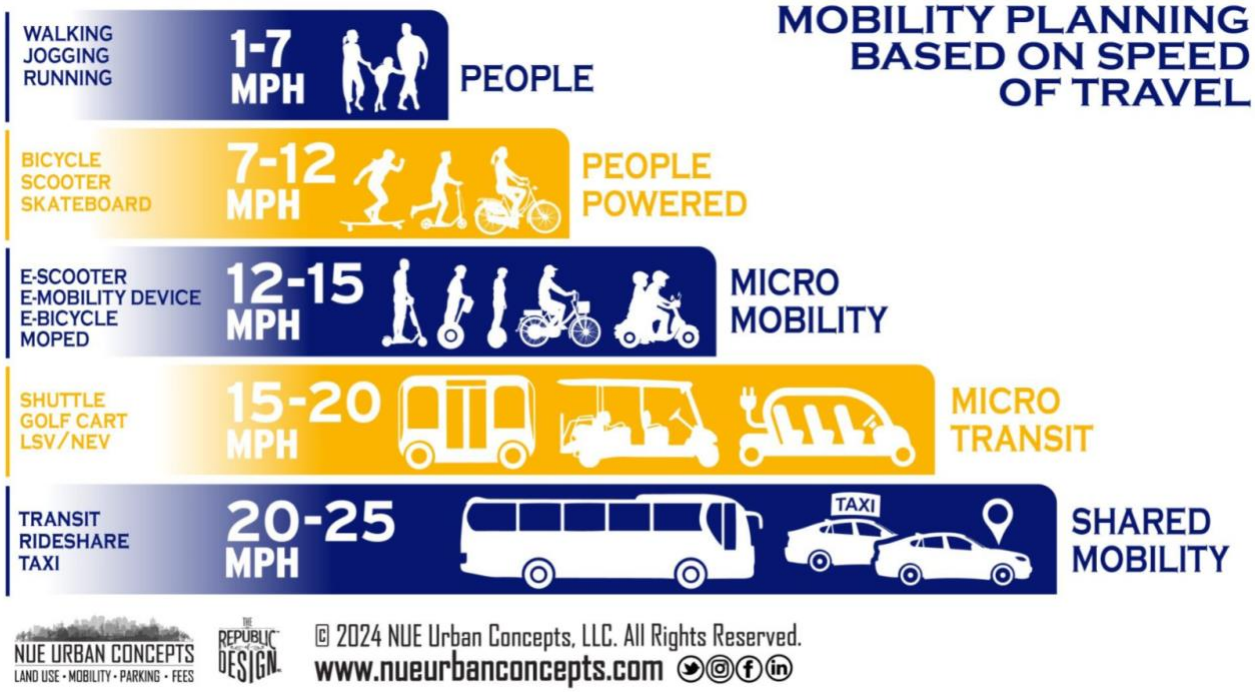
To facilitate the transition from a transportation system focused on moving cars towards a multimodal system focused on the movement of people, it's important to understand that the speed of travel varies greatly whether a person is walking, bicycling, scooting, riding transit or driving. As micromobility (e.g., electric bikes and electric scooters), microtransit (e.g., golf carts, neighborhood electric vehicles, and autonomous transit shuttles), and shared mobility (e.g., ride-share and car-share) devices, services, and programs expand, there will be a need to reimagine and repurpose road and street rights-of-way and travel lanes to accommodate different speeds of travel. The speed of multimodal travel generally falls within five tiers, each of which requires appropriate Mobility Projects, to accommodate the desired speed of travel **(Figure 12)**.

Figure 12. Speed of Travel



The updated Mobility Plan Projects consist of three (3) separate plans for: (1) Streets; (2) Multimodal Corridors; and (3) Transit. The Streets Plan includes projects for walking & streetscape enhancement, curbless shared streets, and complete street roadway widening. The Multimodal Corridors Plan include bike lanes, boardwalks, shared-use paths, sidewalks, and multimodal corridor evaluations crossing I-95. The Transit Plan includes transit circulators, mobility hubs, water taxi docks, and parking facilities. The Mobility Plan also includes the following Programs: (1) Low Speed Streets Pilot Program; (2) Micromobility and Low Speed Electric Vehicle Program; (3) Vision Zero Action Plan; (4) Wayfinding Program; (5) ADA Curb Ramp Retrofit Program; (6) Mobility Access Program; (7) Multimodal Plans, Programs, Services & Studies; and (8) Mobility Plan & Fee Implementation Program.

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STREETS PLAN

The Streets Plan emphasizes improving accessibility, connectivity, and mobility within Boynton Beach. The Streets Plan consist of the following types of projects: (1) Walking & Streetscape Enhancement; (2) Curbless Shared Streets; and (3) Complete Street Roadway Widening **(Map D)**. The detail for the Streets Plan includes the limits, length and description for each project, along with the associated planning level cost, person miles of capacity, reasonably anticipated sources of funding, and a projected timeframe **(Appendix F).**

Walking & Streetscape Enhancement

Updated Mobility Plan Projects for Walking & Streetscape Enhancement are proposed to be designed prioritize walking with lower speeds, safer crossings, and in longer blocks and key destinations providing mid-block crossings with appropriate traffic calming and streetscape measures. Walking & Streetscape Enhancement projects could be provided through the construction of wider sidewalks and streetscape improvements as part of resurfacing or new road, intersection, or safety improvements. The City may desire to update standards in its Land Development Regulations to require new development to be setback from the adjacent street right-of-way at a distance that will accommodate wider sidewalks, along with room for on-street parking, streetscape features such as shade-trees and seating areas. The City may also consider offering new development Mobility Fee credits or reimbursements through the construction of off-site sidewalk and streetscape improvements that are beyond the limits or boundaries of the development that help to create an environment that is welcoming to people walking and accessing transit.

Curbless Shared Streets

Curbless Shared Streets are a relatively new concept in the U.S. The recent reconstruction of portions of Clematis Street and Rosemary Avenue within Downtown West Palm Beach are both examples of Curbless Shared Streets. These Streets prioritize creating a walkable environment where vehicles drive slow enough to allow for people to safely bicycle and access transit circulators within shared travel lanes. East Ocean Avenue between US 1 and Seacrest is an ideal initial corridor for conversion to a Curbless Shared Street within Downtown.

Complete Street Roadway Widenings

The Streets Plan does include proposed widenings of portions of SE/SW 23rd Avenue, Miner Road, and SW 8th Street to construct either center turn lanes or raised landscape medians, along with enhanced multimodal improvements for people walking and bicycling. The Streets Plan also includes the widening of High Ridge Road to four (4) lanes between Gateway Blvd and Miner Road, along with enhanced multimodal improvements for people walking and bicycling.

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MULTIMODAL CORRIDORS PLAN

The Multimodal Corridors Plan establishes Principal, Major, and Minor Multimodal Corridors to safely connect residents with schools, parks, and major destinations **(Map E)**. The Multimodal Corridors Plan also includes boardwalks along portions of the intracoastal waterway and two (2) potential multimodal crossings of Interstate 95. The detail for the Multimodal Corridors Plan includes major destinations connected by the corridors, the starting and ending points, the length, and description for each corridor, along with the associated planning level cost, person miles of capacity, reasonably anticipated sources of funding, and a projected timeframe **(Appendix G1).** Multimodal Corridor connections to Public Schools will require further coordination with the Palm Beach County School Board. The majority of connections to schools are intended for school use only.

The Multimodal Corridors are comprised of bike lanes, shared-use paths, sidewalks, street lighting, and high visibility crosswalks, along with hardscape and landscape enhancements. Each Multimodal Corridor is comprised of multiple smaller improvements to City streets, with some improvements on County and State Roads. These improvements are intended to be flexible in terms of the types of multimodal improvements to be made and also identify gaps in the sidewalk network. There are a greater number of City streets with proposed improvements east of Interstate 95 due to the existing gridded roadway network, especially north of Woolbright Road **(Appendix G2)**. There are a number of City streets that also make up the multimodal corridors west of Interstate 95; however, the segments tend to be longer without as much variation block to block **(Appendix G3)**.

Principal Multimodal Corridors

There are two (2) Principal Multimodal Corridors, one east of I-95 and one west of I-95, that have been established to provide for a continuous, safe, and visible multimodal route for people walking and bicycling that runs from the northern limits to the southern limits of the Mobility Study Area. The Principal Multimodal Corridor east of Interstate 95 is intended to provide a higher quality alternative to Seacrest Blvd for people walking and bicycling. The Principal Multimodal Corridor west of Interstate 95 is intended to provide a higher quality alternative to Congress Avenue for people walking and bicycling, along with providing access to the existing TRI-Rail Station.

The concept behind Principal Multimodal Corridors is similar to principal arterial roads. Principal Multimodal Corridors are the foundation for the multimodal transportation system, just as principal arterial roads are the foundation for the motor vehicle transportation system. Principal Multimodal Corridors are connected to residents, schools, parks, and major destinations, through connections with Major and Minor Multimodal Corridors. The Principal Multimodal Corridors provide for an organizing element from which to develop the multimodal network, as opposed to taking a piecemeal approach to providing multimodal improvements.

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Major Multimodal Corridors

The concept behind Major Multimodal Corridors is similar to major arterial or collector roads. Major Multimodal Corridors feed into the Principal Multimodal Corridors, just as major arterial and collector roads feed into principal arterials for the motor vehicle transportation system. Major Multimodal Corridors connect residents with schools, parks, and major destinations with the Principal Multimodal Corridors. There are a total of six (6) Major Multimodal Corridors.

The first is a Major Multimodal Corridor east of I-95 that connects the Principal Multimodal Corridor to Downtown, the future FEC Rail Station, and the Woolbright Mobility District. The second is a Major Multimodal Corridor west of I-95 that connects the TRI-Rail Station with Boynton High School, Renaissance Commons, the Boynton Beach Mall, and Congress Middle School.

The third is a Major Multimodal Corridor that runs along US 1 (Federal Highway) that will connect several proposed water taxi stops within parks along the intracoastal with Downtown and the Woolbright Mobility District. The fourth is a Major Multimodal Corridor that connects US 1, the Principal and Major Multimodal Corridors East, Galaxy Elementary, Galaxy Park, and Barton Memorial Park. The fifth and sixth Major Multimodal Corridors are along Gateway Blvd and Boynton Beach Blvd to provide east-west connectivity.

Minor Multimodal Corridors

The concept behind Minor Multimodal Corridors is similar to minor arterial or collector roads. Minor Multimodal Corridors feed into the Principal and Major Multimodal Corridors, just as minor arterial and collector roads feed into major and principal arterials for the motor vehicle transportation system. Minor Multimodal Corridor tend to provide connectivity between residents and a specific school, park, or major destination. These tend to be shorter overall routes, but are a key component to providing a convenient, safe, and visible multimodal network.

Boardwalks

The Multimodal Corridors Plan identifies several boardwalks project along the intracoastal. The boardwalk projects are intended to fill in gaps between existing publicly accessible boardwalks and docks. These boardwalks would either be freestanding wooden structures or provided in conjunction with docks or seawalls. The boardwalks will provide enhanced connectivity to existing City parks and may serve as docks or stops for future water taxi services. Future updates of the Mobility Plan may include connections to other boardwalks, to the extent there is permission and easements granted by private property owners to allow access to the public or there are future developments that provide publicly accessible boardwalks, or seawalls have to be constructed either within public lands or with assistance by a governmental entity that requires public access.

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Multimodal Crossing Evaluations

The Major Multimodal Corridors along Boynton Beach Blvd and Gateway Blvd both require crossing Interstate 95 utilizing busy interchanges. Although multimodal improvements are planned in conjunction with major interchange reconstruction projects, the high traffic volume and numerous on-ramps and off-ramps, make both corridors less suitable for people walking and bicycling.

The Multimodal Corridors Plan includes two (2) proposed multimodal crossings of Interstate 95 and the TRI-Rail tracks west of I-95. The first corridor would be a multimodal bridge for people walking and bicycling that would connect Ocean Avenue and Ocean Drive, both of which were previously interconnected prior to the construction of Interstate 95.

The second corridor would ideally be an underpass along the Boynton Canal below I-95 and the TRI-Rail tracks for people walking and bicycling that would open up access to the TRI-Rail Station via High Ridge Road and access to Renaissance Commons and the Boynton Beach Mall via the Major Multimodal Corridor West.

Both corridors are longer term visions to enhance multimodal connectivity between Boynton Beach east and west of I-95, without the need for people walking and bicycling to travel along multi-lane arterials and cross major interchanges. Both corridors will require additional evaluation to determine the feasibility of the proposed improvements.

The corridor crossings would be expensive and would require funding from multiple sources. A portion of the cost for the evaluations is included in the Mobility Fee calculation, no cost for any property acquisition or construction activity is included in the Mobility Fee calculation. If feasible, the projects could be included as part of future updates to the Complete Streets Mobility Plan.

TRANSIT PLAN

The Transit Plan identifies transit circulators, mobility hubs, and a water taxi service to create multiple park once environments at major destinations within the City **(Map F)**. The Transit Plan also incorporates the existing on demand transit service located within the Community Redevelopment Agency (CRA) boundaries and funded by the CRA.

The detail for the Transit Plan includes transit circulator routes, major destinations connected by the corridors, the starting and ending points, the length, and description for each corridor, along with the associated planning level cost, person miles of capacity, reasonably anticipated sources of funding, and a projected timeframe **(Appendix H).** The transit routes are conceptual and are subject to change upon further evaluation.

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Transit Circulators

The Transit Plan identifies five (5) transit circulators connected to mobility hubs throughout the City. The transit circulators are proposed to be either 15 to 25 passenger vehicles or smaller low speed vehicles that can accommodate anywhere from three (3) to eight (8) passengers. The following are the five (5) proposed transit circulator routes (routes subject to change upon further evaluation):

(1) **Downton to Beach** is the first route and is already being provided from Downtown to Ocean Front Beach Park.

(2) **Downtown to Mall** is the second route and would connect the Downtown mobility hub to a mobility hub proposed at the Boynton Beach Mall.

(3) **Circulator East** is the third route that is proposed to primarily run along Gateway Blvd and US 1 and connect mobility hubs at the TRI-Rail Station, Downtown, and in the Woolbright Mobility District.

(4) **Circulator West** is the fourth route that is proposed to connect mobility hubs at the TRI-Rail Station, Renaissance Commons, the Mall, SW 8th Street, and the Woolbright Mobility District.

(5) **Woolbright to Hospital** is the fifth and final proposed route and would connect mobility hubs at the Woolbright Mobility District and the Bethesda Baptist Memorial Hospital. Passengers from the Hospital could then access Downtown, the Mall, or TRI-Rail riding either the Circulator East or West routes from the Woolbright Mobility District.

Mobility Hubs

Mobility hubs are locations where multiple ways (modes) to travel (e.g., walk, bike, transit) converge and feature various amenities (e.g., covered waiting areas, pick-up / drop-off lanes), that allow a person to easily switch modes of travel to reach their destination. The Transit Plan identifies ten (10) potential mobility hubs within the City, all interconnect by proposed transit circulators. The final location of mobility hubs shall be determined through further evaluation and potential partnerships with existing developments, redevelopment, and existing property owners.

The Downtown mobility hub is proposed to feature a parking structure. There is an existing parking structure at the proposed mobility hub within the Woolbright Mobility District at the NW corner of US 1 and Woolbright Road. There are several large surface parking lots at the Boynton Beach Mall and the TRI-Rail Station that could be repurposed as mobility hubs. Mobility hubs are proposed in the vicinity of US 1 and Gateway Blvd, MLK Jr. Blvd and Seacrest, Bethesda Baptist Memorial Hospital, SW 8th and Woolbright, and within the Renaissance Commons development. As part of the City's update of the Complete Streets Mobility Plan, mobility hubs will be further refined.

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Water Taxi

The Mobility Plan includes future water taxi routes and ADA accessible docks along the intracoastal that could provide additional connectivity and access to the future rail passenger service Downtown. Water taxi service at this present time would likely not be successful without either greater densities Downtown or future rail service to serve as a draw to residents along the intracoastal. The Cities of North Miami, Port St. Lucie, and St. Augustine have incorporated water taxi routes, mobility hubs, access to future rail service, and parking structures into their Mobility Plans. The Transit Plan has identified ten (10) potential water taxi stops along the intracoastal.

MOBILITY PLAN PROGRAMS

There are significant planning and design initiatives beyond the update of Mobility Plan Projects and the update of the Mobility Fee. The updated Mobility Plan Projects also recommends implementing the following Programs: (1) Low Speed Streets Pilot Program; (2) Micromobility and Low Speed Electric Vehicle Program; (3) Vision Zero Action Plan; (4) Wayfinding Program; (5) ADA Curb Ramp Retrofit Program; (6) Mobility Access Program; (7) Multimodal Plans, Programs, Services & Studies; and (8) Mobility Plan & Fee Implementation Program **(Appendix I)**.

The Low Speed Streets Pilot Program was originally incorporated into the Streets Plan with various recommendations for traffic calming. The intent of the program is to slow down vehicle traffic and prioritize the safe and efficient movement of people bicycling, walking, and accessing transit. Traffic calming is not something that is always agreeable to residents along an existing street. Rather than take a top down approach, the Pilot Program would start by collecting input from residents.

There are four (4) initial areas east of Interstate 95 that have been identified as potential locations for implementation of the Low Speed Streets Pilot Program **(Map G)**. The details of the Low Speed Streets Pilot Program require further development. The framework would include establishing criteria for residents to request traffic calming measures while encouraging them to engage with their neighbors and involve them in the process of evaluating various traffic calming options. Best practices include engaging and gaining their support in the process is a more effective approach than pre-determining the most suitable traffic calming option for a given street. Traffic calming measures that garner community support could be added to future Complete Streets Mobility Plan updates.

COMPLETE STREETS MOBILITY PLAN UPDATE

The City will be undertaking a more holistic update of its Complete Streets Mobility Plan. The updated Mobility Plan Projects maybe further refined and defined as part of the Complete Streets Mobility Plan update. The updated Complete Streets Plan will further evaluate updates of Quality of Service Standards, mobility hubs, parking, and transit circulation.

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MOBILITY FEE

The basis for the City of Boynton Beach Mobility Fee is the updated Mobility Plan Projects identified to meet future travel demand from new development, consistent with Florida Statutes 163.3180 and 163.31801. **Development** is defined as **"any new residential and non-residential construction or expansion of building(s), lanes(s), structure(s), or any changes in the use of any building(s) or structure(s) or land use that will generate additional impact on the city's public facilities."** **Impact** is defined as **"any new development that results in an increase in person travel demand above the demand generated by the existing use of property."**

The updated Mobility Plan Projects are intended to provide the person miles of capacity needed to meet future person miles of travel demand, consistent with the **"needs"** requirement of the dual rational nexus test. The Mobility Fees collected from new development are to be used to fund the updated Mobility Plan Projects that provide a mobility benefit to new development and accommodate the increase in person travel demand from that new development, consistent with the **"benefits"** requirement of the dual rational nexus test **(Figure 13)**.

Figure 13. Mobility Projects and Mobility Fee



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EXISTING CONDITIONS EVALUATION (ECE)

Florida Statute prohibits local governments from charging new development for an existing transportation deficiency (aka over capacity or backlogged roads). An existing conditions evaluation has been conducted to ensure that new development is not being charged for existing transportation deficiencies. The evaluation includes a system-wide analysis of all arterials and collectors within the Mobility Study Area **(Map C)**.

The existing conditions evaluation (ECE) is achieved by dividing the vehicle miles of travel (VMT) by the vehicle miles of capacity (VMC). The arterials and collectors within the Mobility Study Area include City, County, and State roads **(Appendix D)**. A VMT/VMC ratio greater than **1.00** indicates that there are system-wide deficiencies. The VMT/VMC ratio in 2024 is **0.85** based on the existing conditions evaluation **(Table 4A)**.

TABLE 4A. 2024 EXISTING CONDITIONS EVALUATION (ECE)

Functional Classification	Length (miles)	2024 VMT	2024 VMC	VMT to VMC Ratio
Minor Collector	12.7	81,560	248,170	0.33
Major Collector	17.2	201,700	619,660	0.33
Minor Arterial	11.1	299,810	805,440	0.37
Principal Arterial	10.4	392,530	891,070	0.44

Source: Existing conditions are based on Traffic Characteristics Data for the Mobility Study Area **(Appendix D)**. The Traffic Characteristics Data was obtained from the City, County, FDOT, and 2045 Long Range Transportation Plan for Palm Beach County. VMT is based on AADT x length of a road segment. VMC is based on the daily capacity x length of a road segment. Capacities for roads are based on the 2023 FDOT Generalized Tables based on Context Classification **(Appendix J).** Level of Service Standards are based on the City's Comprehensive Plan.

The mobility fee calculation includes an existing conditions evaluation factor (ECEf) to adjust mobility fee cost for system-wide deficiencies for arterials and collectors within the Mobility Study Area. The existing conditions evaluation factor (ECEf) is determined by dividing the vehicle miles of capacity (VMC) by the vehicle miles of travel (VMT) as illustrated in **Figure 14**.

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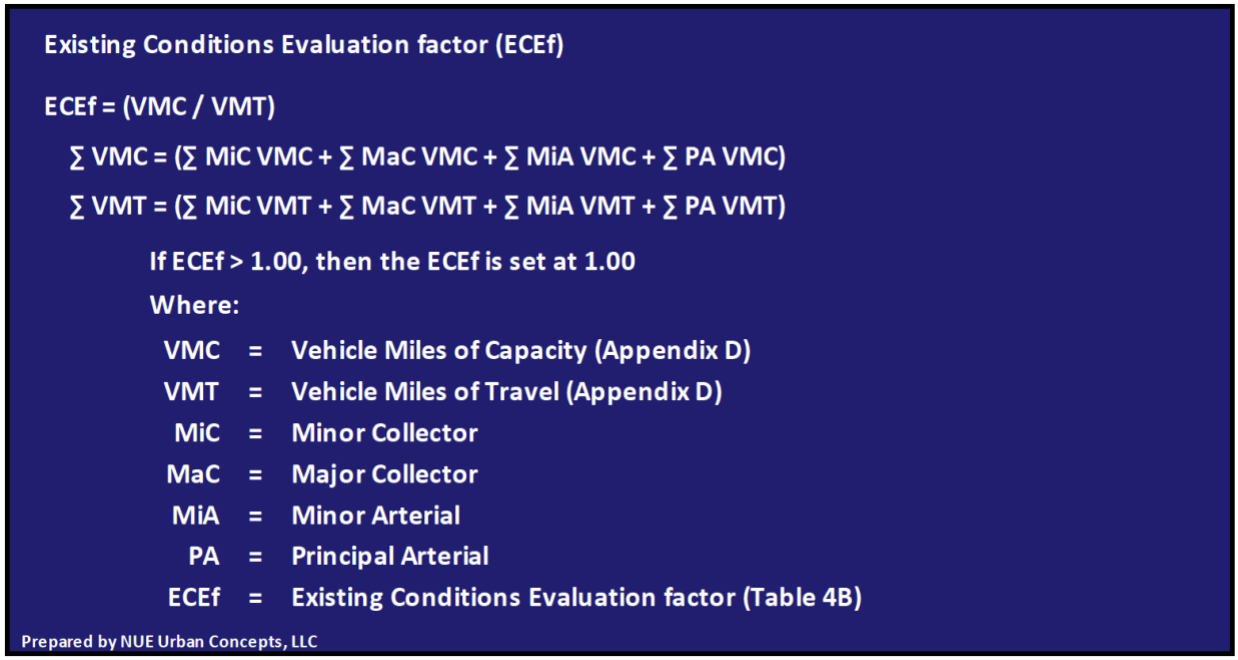
Figure 14: Existing Conditions Evaluation Factor (ECEf)



A VMC/VMT ratio greater than **1.00** indicates that the current system has adequate capacity to accommodate existing traffic. The VMC/VMT ratio is **2.63** based on the existing conditions evaluation **(Table 4B)**. Thus, development activity is not being assessed for any system-wide deficiencies. For the Mobility Fee calculation, the ECEf will be set to **1.00**.

TABLE 4B. EXISTING CONDITIONS EVALUATION FACTOR (ECEf)

Functional Classification	Length (miles)	2024 VMC	2024 VMT	VMC / VMT
Minor Collector	12.7	81,560	248,170	3.04
Major Collector	17.2	201,700	619,660	3.07
Minor Arterial	11.1	299,810	805,440	2.69
Principal Arterial	10.4	392,530	891,070	2.27
Total	51.3	975,600	2,564,340	2.63

Source: Existing conditions are based on Traffic Characteristics Data for the Mobility Study Area **(Appendix D)**.

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UPDATED MOBILITY PLAN PROJECT SUMMARY

The updated Mobility Plan Projects include detailed descriptions that serves as the basis for development of the Mobility Fee. Planning level cost (PLC) estimates have been developed for the Mobility Projects based on cost from the City, Palm Beach County, FDOT District Six, and the Palm Beach Transportation Planning Agency **(Appendix K)**. The PLC estimates are subject to change as mobility projects are further developed through design and engineering.

Multimodal capacities (MC) have been developed for each type of Mobility Project **(Appendix K)**. The establishment of these multimodal capacities have been used to calculate a person miles of capacity (PMC) for each Mobility Project. These multimodal capacities account for the capacity of sidewalks, bicycle lanes, shared-use paths, and streets.

The updated Mobility Plan Projects include existing funded projects, projects that are under construction, and projects needed to meet future travel demand needs. The attributable planning level cost (PLC) and person miles of capacity (PMC) account for projects that are already funded, under construction, or where funding is reasonably anticipated over the next 21 years. The following is a summary of the total length, and the attributable planning level cost (PLC) and person miles of capacity (PMC) for the updated Mobility Plan Projects **(Table 5)**.

TABLE 5. UPDATED MOBILITY PLAN PROJECTS SUMMARY

Plans & Programs	Length (Miles)	Planning Level Cost (PLC)	Person Miles of Capacity Increase (PMCi)
Streets Plan	9.71	$110,534,256	127,795
Multimodal Plan	45.44	$101,350,000	214,080
Transit Plan	33.14	$50,410,000	144,750
Mobility Plan Programs	7.0 miles & 8.0 programs	$9,675,000	16,800
Total	7.0 miles & 8.0 programs	$271,969,256	503,425

Source: Streets Plan **(Appendix F).** Multimodal Corridors Plan **(Appendix G1).** Transit Plan **(Appendix H)** Mobility Plan Programs **(Appendix I)**. The basis for the attributable Planning Level Cost (PLC) and Person Miles of Capacity (PMC) are summarized in **Appendix K**.

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REASONABLY ANTICIPATED FUNDING

The availability of funding for the updated Mobility Plan Projects over the next 20 years is projected to come from a variety of funding sources. These sources include the City, the Community Redevelopment Authority (CRA), new development, the federal government, Palm Beach County, partnerships, the State of Florida, and various transit providers. The updated Mobility Plan Projects is the first step in a multi-step process to fund mobility within the City. Proactively collaborating with new development is a way to advance Mobility Projects by entering into partnerships to extend these projects beyond development boundaries.

Palm Beach County and Boynton Beach could allocate a portion of gas taxes and infrastructure sales tax towards updated Mobility Plan Projects. However, gas taxes have been declining locally, statewide, and nationally as vehicles have become more fuel efficient and the percentage of electric vehicles and hybrid vehicles increase. The federal government has not raised gas taxes in a number of years. The State of Florida annually adjust gas taxes on the first day of the year based on the prior year Consumer Price Index to adjust for inflation. The vast majority of gas taxes at all levels of government are largely earmarked for maintenance and operations of the existing transportation system, leaving minimal revenues available for new capacity and multimodal improvements.

There has been some discussion of a VMT tax to replace the gas tax at the federal and state level. Given the current political climate, a VMT tax is unlikely to pass anytime soon. However, as a greater number of electric vehicles and autonomous vehicles come online, there may be renewed interest in replacing the gas tax with a VMT fee in the future. The County's existing infrastructure sales tax provides a broader opportunity to have available funds to contribute towards Mobility Plan projects.

The Palm Beach TPA has available federal and state funding identified through the 2045 Cost Feasible Long Range Transportation Plan (LRTP). A large portion of projected funding is allocated towards improvements on the Strategic Intermodal System (SIS), with a significant amount of the funds allocated toward the Florida Turnpike and Interstate 95.

Historically, the Palm Beach TPA has a number of funding opportunities through grants and various pool of funds identified in the LRTP to allocate towards multimodal projects. Funding for mobility projects for federal and state roads would be allocated through the most recently adopted LRTP and the five year FDOT Transportation Improvement Program (TIP).

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Palm Beach County currently collects a road impact fee within the City of Boynton Beach and unincorporated County. Palm Beach County has collected over **$10,500,0000** in road impact fees from development within Boynton Beach between 2014 and 2023 **(Appendix L1)**. Between 2004 and 2013, the City collected over **$21,500,0000** in road impact fees on behalf of Palm Beach County from development within Boynton Beach **(Appendix L2)**. Over the last 20 years, Palm Beach County has collected over **$32,000,000** from development within Boynton Beach. During that same period, based on data provided through the County's annual impact fee reports, a little over $2,000,000 has been expended in Boynton Beach. The road impact fees collected by the County from development in the City could be a funding source for Mobility Projects on County Roads.

Over the next 20 plus years, it is reasonably anticipated that roughly $93,982,756 in funding will be available to fund updated Mobility Plan Projects **(Table 6)**. More than 50% of the funding for the Streets Plan has already been programmed and is currently being expended on the walking and streetscape improvements along Boynton Beach Blvd between US 1 and I-95 **(Appendix F)**.

Roughly $10,000,000 in funding is already programmed for Multimodal Corridor improvements along NE / SE 1st Street and Boynton Beach Blvd between I-95 and Congress Ave **(Appendix G1)**. It is reasonably anticipated that over the next 20 years, an additional $20 million dollars a year or approximately $1 million dollars a year, will be obtained from a variety of funding sources to fund a portion of the updated Mobility Plan projects **(Table 6)**. It should be noted, that as of January 2025, the $20 million dollars is not currently programmed.

The Transit Plan identifies $31.5 million in funding for the Downtown mobility hub and future rail station along the FEC Railroad **(Appendix H).** Of that funding, roughly $13.5 million would be allocated from parking revenues to off-set the cost for the Downtown mobility hub parking structure **(Appendix H).** The majority of the cost for a future rail station, approximately $18 million, would be funded through county, federal, state, and private sources **(Appendix H).**

TABLE 6. REASONABLY ANTICIPATED FUNDING SUMMARY

Streets Plan	**$21,906,756**
Multimodal Corridors Plan	**$32,871,000**
Transit Plan	**$39,205,000**
Total	**$93,982,756**

Source: Streets Plan **(Appendix F).** Multimodal Corridors Plan **(Appendix G1). Transit Plan (Appendix H).** The reasonably anticipated funding for multimodal corridors includes $20 million dollars ($1 million a year, over 20 years) through various city, county, federal and state funds.

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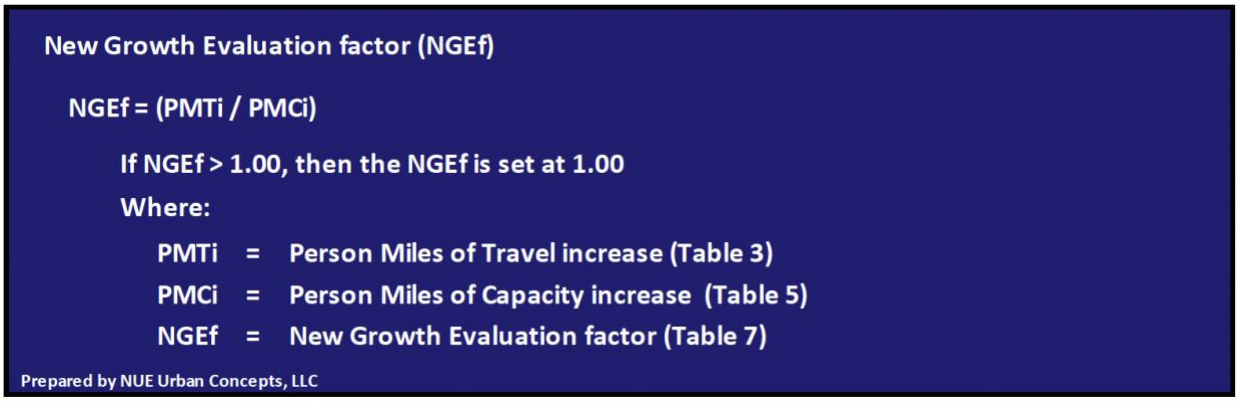
NEW GROWTH EVALUATION (NGE)

A new growth evaluation has been conducted to ensure that new development is not paying for more than its attributable share of the cost of the updated Mobility Plan Projects, as required by Florida Statute. The new growth evaluation factor (NGEf) is based on the increase in person miles of travel (PMT) and person miles of capacity (PMC) from the Mobility Projects (**Figure 15)**.

FIGURE 15. NEW GROWTH EVALUATION FACTOR (NGEf)



The new growth evaluation factor (NGEf) is 1.13 **(Table 7)**. A NGEf ratio that is less than 1.00 indicates that more capacity is being planned than what is needed to meet future demand. The calculated NGEf ratio is greater than 1.00. Thus, the updated Mobility Plan Projects are not assessing new development for more person miles of capacity (PMC) than what is needed to accommodate the projected increase in person miles of travel (PMT). For purposes of the calculation of the Mobility Fee rate, the new growth evaluation factor (NGEf) is set to 1.00.

TABLE 7. NEW GROWTH EVALUATION (NGE)

Increase in Person Miles of Travel (PMTi)	**568,614**
Increase in Person Miles of Capacity (PMCi)	**503,425**
New Growth Evaluation factor (NGEf)	**1.13**

Source: The increase in person miles of travel is based on **Table 3**. The increase in person miles of capacity is based on **Table 5**. The new growth evaluation calculation is based on the formula in **Figure 15**.

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PERSON MILES OF CAPACITY RATE (PMCR)

The first component for calculating a Mobility Fee is the calculation of a person miles of capacity rate (PMCr). The attributable planning level cost (PLCa) is based on the planning level cost (PLC) for the updated Mobility Plan Projects less the reasonably anticipated funding (AF). The assignable Mobility Plan Project cost (MPCa) is calculated by multiplying the attributable planning level cost (PLCa) by the existing conditions evaluation factor (ECEf) and the new growth evaluation factor (NGEf). The assignable Mobility Plan cost (MPCa) is then divided by the increase in person miles of capacity (PMCi) to determine the person miles of capacity rate (PMCr) **(Figure 16)**.

FIGURE 16. PERSON MILES OF CAPACITY RATE (PMCr)

Person Miles of Capacity rate (PMCr)

$\sum$ PLC = ($\sum$ SPc + $\sum$ MCPc + $\sum$ TPc + $\sum$ MPPc)

$\sum$ AF = ($\sum$ SPf + $\sum$ MCPf + $\sum$ TPf)

PLCa = ($\sum$ PLC - $\sum$ AF)

MPCa = ((PLCa x ECEf) x NGEf)

PMCr = (MPCa / PMCi)

Where:

PLC = Planning Level Cost (Table 5)

SPc = Street Plan cost (Appendix F)

MCPc = Multimodal Corridor Plan cost (Appendix G1)

TPc = Transit Plan cost (Appendix H)

MPPc = Mobility Plan Program cost (Appendix I)

AF = Anticipated Funding (Table 6)

SPf = Street Plan funding (Appendix F)

MMPf = Multimodal Plan funding (Appendix G1)

TPf = Transit Plan funding (Appendix H)

PLCa = Attributable Cost of Mobility Plan Projects (Table 8)

ECEf = Existing Conditions Evaluation factor of 1.00 (Table 4B)

NGEf = New Growth Evaluation factor of 1.00 (Table 7)

MPCa = Assignable Cost of Mobility Plan Projects (Table 8)

PMCi = Person Miles of Capacity increase (Table 5)

PMCr = Person Miles of Capacity Rate (Table 8)

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The following is the calculation for the Person Miles of Capacity Rate (PMCr) illustrated in **Figure 16**:

(SPc + MCPc + TPc + MPPc) = PLC; (SPf + MCPf + TPf) = AF

(PLC - AF) = PLCa; ((PLCa x ECEf) x NGEf) = MPCa; (MPCa / PMCi) = PMCr.

($110,534,256 + $101,350,000 + $50,410,000 + $9,675,000) = PLC of $271,969,256

($21,906,756 + $32,871,500 + $39,205,000) = AF of $93,982,000

($271,969,256- $93,982,756) = $197,986,500; (($197,986,500 x 1.00) x 1.00) = $197,986,500;

($197,986,500/ 503,425) = $393.28

With an assignable Mobility Plan Cost (MPCa) of **$197,986,500** and a Person Miles of Capacity increase (PMCi) of **503,425**, the calculated Person Miles of Capacity PMC rate (PMCr) is **$393.28 (Table 8)**. The PMCr will be multiplied by the Person Travel Demand per land use on the Mobility Fee schedule to calculate the Mobility Fee rate per land use.

TABLE 8. PERSON MILES OF CAPACITY RATE (PMCr)

Planning Level Cost (PLC)	**$271,969,256**
Anticipated Funding (AF)	**$93,982,756**
Attributable Planning Level Cost (PLCa)	**$197,986,500**
Existing Conditions Evaluation Factor (ECEf)	**1.00**
New Growth Evaluation Factor (NGEf)	**1.00**
Assignable Mobility Plan Cost (MPCa)	**$197,986,500**
Increase in Person Miles of Capacity (PMCi)	**503,425**
Person Miles of Capacity Rate (PMCr)	**$393.28**

Source: Street Plan PLC and AF **(Appendix F).** Multimodal Corridor Plan PLC and AF **(Appendix G1).** Transit Plan PLC and AF **(Appendix H).** Mobility Plan Programs **(Appendix I).** The Attributable Planning Level Cost (PLCa) of mobility projects per the calculation in **Figure 16**. The Existing Conditions Evaluation factor (ECEf) is obtained from **Table 4B.** The New Growth Evaluation factor (NGEf) is obtained from **Table 7.** Per Miles of Capacity increase (PMCi) per **Table 5**. The Person Miles of Capacity Rate (PMCr) are determined per **Figure 16.**

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PERSON TRAVEL DEMAND PER USE (PTDU)

The second component for calculating a Mobility Fee for land uses in the Mobility Fee schedule is the calculation of person travel demand (PTD) for each use. The factors utilized in the calculation of person travel demand (PTD) for each use are the principal means to achieve the "rough proportionality" test established by the courts and Florida Statute 163.31801.

Trip Generation

Trip generation rates are based on daily trip information published in the *Institute of Transportation Engineers' (ITE) Trip Generation Manual, 11th edition.* The detail for the daily trip generation rates for each land use is included in **Appendix M**. For uses where daily trips are not provided or there are only a few samples, the AM and PM Peak hours of adjacent street traffic were averaged and divided by a peak-to-daily ratio to derive daily trips.

The Mobility Fee schedule requires that trip generation rates for non-residential uses be based on multiple land uses. The trip generation for Mobility Fee schedule land uses such as Community Serving, Long Term Care, and Overnight Lodging are based on weighted AM and PM trip generation data to develop the daily trip generation rates. Additional detail is provided in **Appendix M.**

The simplest way to calculate the daily trip generation rate for a use, where trip generation is based on multiple trip generation rates, would be to simply average the trip rates. The issue with a simple average is that the ITE Manual may only have one (1) or two (2) studies for a given land use and 50 studies for another use. Generally, the greater the number of studies, the more accurate the trip generation rate is for a given use. To ensure that a trip generation rate based on one (1) study does not have the same weight as a trip generation rate based on 30 studies, a weighted trip generation rate is calculated for each Land Use where daily trips are based on more than one ITE land use code.

% New Trips

The percentage of new trips is based on a combination of the various pass-by analyses provided in ITE's Trip Generation Handbook, 3rd edition and various traffic studies conducted throughout Florida. The percentage of new trips differs slightly from the commonly used pass-by trip term as it is the percentage difference in trips after pass-by trips are deducted. The concept is better understood based on the following example:

(10 trips x (100% - 30% pass-by rate)) = 7 trips or 70% new trips).

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While ITE's Trip Generation Handbook does not recognize pass-by rates for uses other than retail, pass-by rates are utilized for uses such as medical offices, day care, entertainment, and recreation use to reflect how people move about the community. A pass-by trip is a trip that is traveling and stops at another land use between an origin point (commonly a dwelling) and a destination (place of employment). The detail for the % new trips is included in **Appendix N**.

Vehicle Trip Length (VTl)

The vehicle trip length (VTl) is used to calculate the vehicle miles of travel for land uses in the mobility fee schedule. Vehicle trip lengths are based on the 2022 National Household Travel Survey (NHTS). The NHTS vehicle trip length data is based on travel surveys collected for the South Atlantic Region of the U.S., which includes Florida.

The travel surveys are from metropolitan statistical areas with a population of more than 1,000,000 people with heavy rail service, which includes Palm Beach County **(Appendix O)**. Vehicle trip lengths vary by trip purpose. Several trip purposes have been combined to more accurately reflect trip characteristics of the uses established in the Mobility Fee schedule.

The travel survey data utilized are for trips of 10.0 miles or less. The U.S. Department of Transportation has been evaluating household trip length data for all counties in the U.S. The trip length data measures population staying at home, population making trips, trips of 5 miles or less, 5 to 10 miles, and varying trip lengths greater than 10 miles. The data has been collected monthly since 2019. Within Palm Beach County, more than 65% of all household trips are 5 miles or less and 81% of all household trips are 10 miles or less **(Appendix P)**. Trips over 10 miles in length would primarily be using limited access roads such as Interstate 95.

Limited Access Evaluation Factor (LAEf)

Travel on Interstate 95, which is a limited access facility, is excluded from Mobility Fee calculations as the Interstate System is principally funded and maintained by the Federal Government in coordination with FDOT. To ensure development activity is not charged for travel on I-95, a limited access factor has been developed. Typically, the limited access factor is based on travel on the Interstate system within City limits. However, given the long distance of almost four (4) miles between the I-95 Interchanges at Woolbright Road and Atlantic Avenue (SR 806) and the relatively short distance of just over one (1) mile between the I-95 Interchanges at Hypoluxo Road and Lantana Road, additional analysis was required. Based on the volumes and length of I-95 between Lantana Road and Atlantic Avenue (SR 806), adjustments were required, otherwise all travel would be assumed to use the Interstate System. To better account for travel on I-95 within the City, the on and off ramp volumes along I-95 were evaluated **(Appendix Q).**

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The analysis of on-ramp and off-ramp volumes, based on 2023 counts from FDOT, resulted in roughly 20% of the total daily traffic counts on Interstate 95 between Lantana Road and Atlantic Avenue. The 20% accounts for on and off ramp movements, it does not fully account for travel along the entire length or for vehicles that were already on I-95 north of Lantana Road and south of Atlantic Avenue. To account for this travel, an additional 20% of the travel was assumed to be related to some portion of I-95 to and from the Mobility Study Area, consistent with the 20% of travel that could be quantified based upon on and off ramp movements.

In determining the limited access adjustment factor, data collected for arterial and collector roads is utilized to determine that share of travel within the Mobility Study Area that does not use I-95. Data is not currently available for travel on local roads within the Mobility Study Area. If more traffic counts were collected, it is likely that the share of travel on limited access facilities may be reduced.
A more detailed analyses of I-95 travel to and from Boynton Beach may result in different adjustment factors. Collection of traffic counts for more local roads and I-95 would be a very expensive undertaking and may or may not affect the limited access evaluation factor. The following is the calculation for the limited access evaluation factor (LAEf) of **0.56** to account for the roughly 44% of travel occurring on Interstate 95 in 2024 **(Table 9)**:

Limited Access VMT x Local Adjustment factor = Adjusted Limited Access VMT

Adjusted Limited Access VMT + Arterial & Collector Roads VMT = Total VMT

Arterial & Collector Roads VMT divided by Total VMT = Limited Access Evaluation factor

1,937,230 x 0.40 = 774,892; 774,892 + 975,600 = 1,750,492; (975,600 / 1,750,492) = 0.56

TABLE 9. LIMITED ACCESS EVALUATION FACTOR (LAEf)

Functional Classification	2024 VMT
Limited Access (I-95) VMT	1,937,230
Local Adjustment Factor	0.40
Adjusted Limited Access (I-95) VMT	774,892
Arterial & Collector Roads VMT	975,600
Total VMT	1,750,492
Limited Access Evaluation Factor (LAEf)	0.56

Source: The arterial, collector, and limited access VMT data was obtained from **Table 4A**. The local adjustment factor of 0.40 is based on the analysis of I-95 on and off ramp movements **(Appendix Q).** The limited access evaluation factor is calculated based on the formula provided above **Table 9**.

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Origin Destination Factor (ODf)

Trip generation rates represent trip-ends at the site of a land use. Thus, a single origin trip from home to work counts as one trip-end for the residence and from work to the residence as one trip-end, for a total of two trip ends. This distributes the impact of travel between origins and destinations of trips based on the overall share of travel by trip purpose. The application of the origin and destination factor (ODf) eliminates double charging new development for the same trip. The ODf is used in the calculation of PTDu (**Appendix N**).

Vehicle Miles of Travel (VMT)

The vehicle miles of travel are calculated based on trip generation, percent new trips, vehicle trip length, the limited access evaluation factor, and the origin and destination factor (**Figure 17**). The vehicle miles of travel (VMT) for land uses in the mobility fee schedule are then converted into person travel demand (PTD) based on the person miles of travel (PMT) factor.

Person Miles of Travel Factor (PMTf)

The person miles of travel factor (PMTf) are used to convert the vehicle miles of travel (VMT) to person travel demand (PTD) for land uses in the mobility fee schedule. The PMTf allows for the conversion of vehicle travel to person travel by accounting for people walking, bicycling, riding transit, and for vehicle occupancy. The person miles of travel factor (PMTf) are based on the are based on the 2022 National Household Travel Survey (NHTS) . The NHTS vehicle trip length data is based on travel surveys collected for the South Atlantic Region of the U.S., which includes Florida.

The travel surveys are from metropolitan statistical areas with a population of more than 1,000,000 people with heavy rail service, which includes Palm Beach County **(Appendix O)**. The person miles of travel factor (PMTf) vary by trip purpose. Several trip purposes have been combined to more accurately reflect trip characteristics of the uses established in the Mobility Fee schedule.

Person Travel Demand per Land Use (PTDu)

The result of multiplying vehicle miles of travel (VMT) by the person miles of travel factor (PMTf) is the establishment of a Person Travel Demand per land use (PTDu) **(Appendix N)**. The PTD per land use reflects projected person travel during an average weekday for the various land uses in the Mobility Fee schedule. The following is the calculation for Person Travel Demand (PTD), with an example for how PTD is calculated for a single family residential use per 1,000 sq. ft. **(Figure 17)**:

((((TG x % NT) x VTl) x LAEf) x ODf) = VMT; (VMT x PMTf) = PTDu

((((4.10 x 1.00) x 3.86) x 0.56) x 0.50) = 4.43; (4.43 x 1.61) = 7.13

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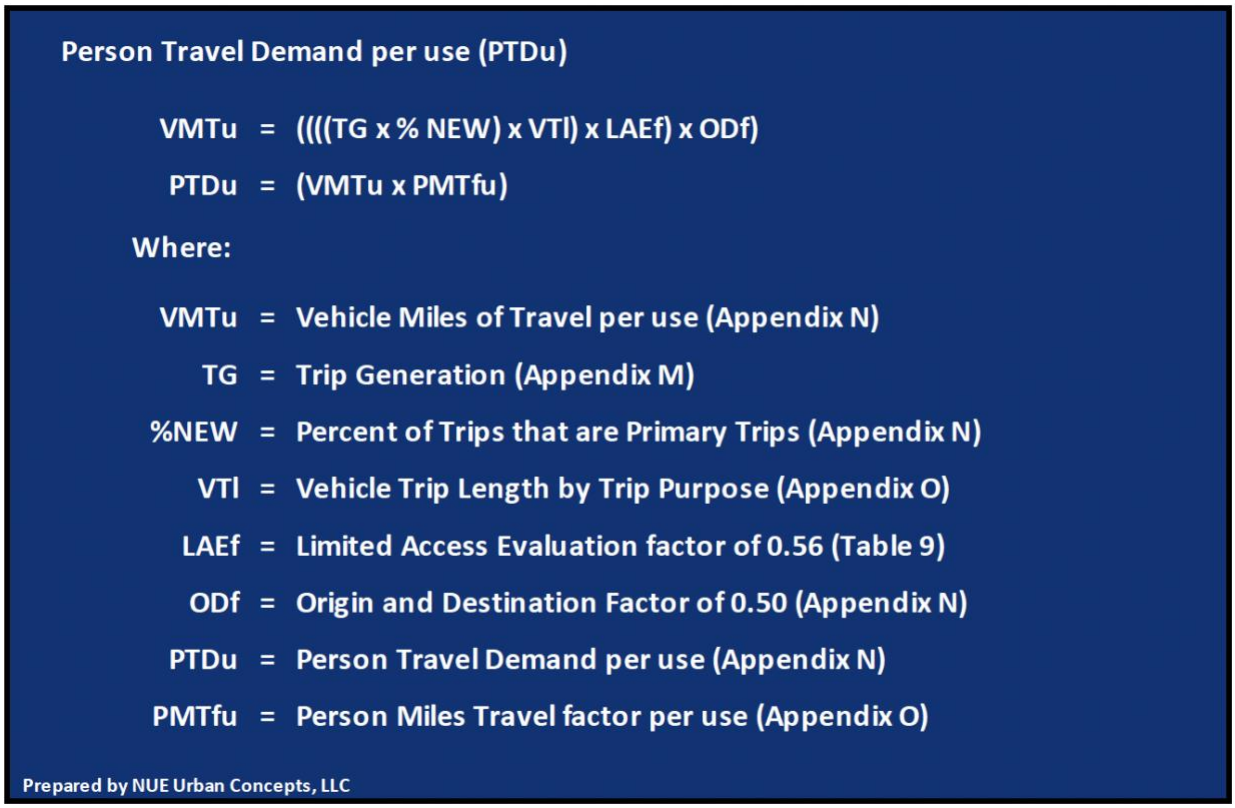
FIGURE 17. PERSON TRAVEL DEMAND PER USE (PTDu)



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MOBILITY FEE ASSESSMENT AREA

There are two kinds of geographic areas in mobility fee systems: assessment areas and benefit districts. Assessment areas are based on either a physical location, such as a downtown, or a type of development pattern, such as a traditional neighborhood development (TND).

New development within the City only pays the mobility fee rate applicable to the Assessment Area in which the new development is located. A benefit district is a geographic location within which mobility fees collected are earmarked for expenditure as required by the **"benefits"** test of the dual rational nexus test.

The establishment of different assessment areas is done in recognition that certain geographic locations or types of developments will result in shorter trips, more people walking and bicycling, and higher levels of internal capture; thus, minimizing impact to the external roadway network. Multiple assessment areas are established for mobility fees to reflect differences dues to internal capture or external distribution of trips.

The Mobility Fee features a single Assessment Area for the Mobility Study Area (**Map A**). Thus, all new development within the Assessment Area will pay the same Mobility Fee rate per the applicable land use and unit of measure. In the future, the City could elect to adopt Assessment Areas that vary either by location or mobility projects.

Should the City elect to eventually extend the Mobility Fee through-out the City, then an update to the Mobility Plan and Mobility Fee would be required to extend the Mobility Fee citywide. Those areas of the City outside the current Mobility Study Area may end up with a different Mobility Fee based on the need for future updates of the Complete Street Mobility Plan.

The Mobility Fee Ordinance will address assessment and imposition of the Mobility Fee on new development. The Mobility Fee Ordinance may either incorporate the Assessment Area map by reference or include the map as an exhibit to the Ordinance.

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MOBILITY FEE SCHEDULE

To ensure the rough proportionality test is addressed, the person travel demand of individual land uses is used to calculate the Mobility Fee rate per use (MFru) in the Mobility Fee Schedule **(Appendix R)**. The Mobility Fee rate is based on the person travel demand for each use (PTDu) listed on the Mobility Fee schedule multiplied by the person miles of capacity rate (PMCr).

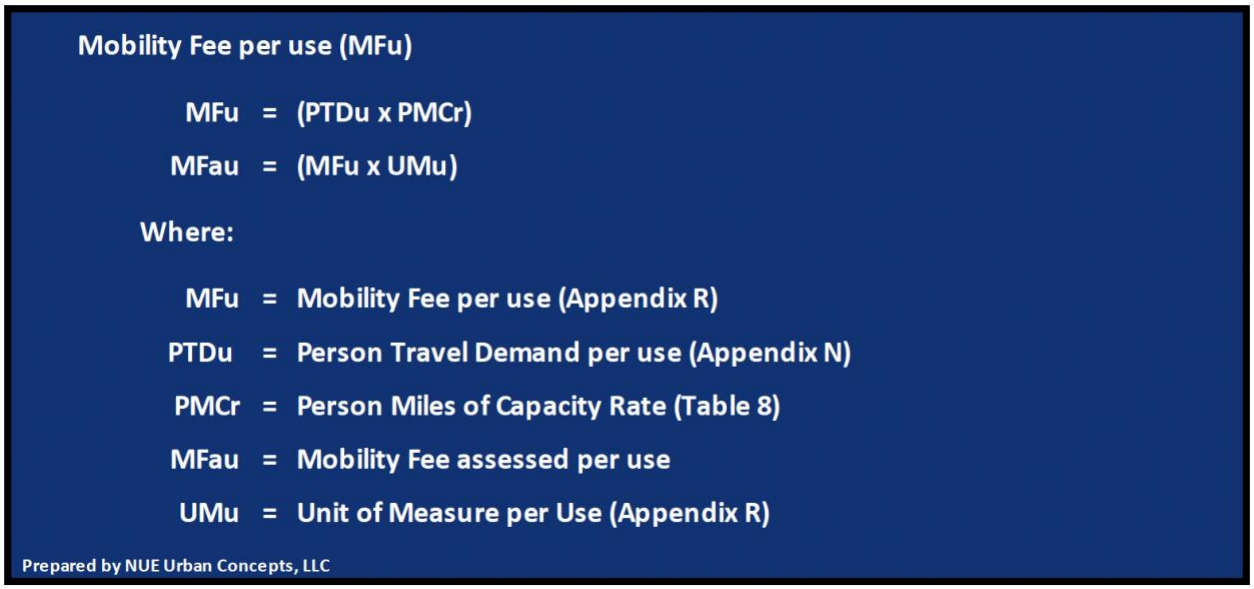
The calculated person travel demand for each use (PTDu) represents the full person travel demand impact of that land use within the Mobility Study Area **(Appendix N)**. The Mobility Fee rate per land use (MFru) has been developed to fund the updated Mobility Plan Projects needed on City, County, and State Roads to address growth in future travel demand. Payment of the Mobility Fee assessed based on land uses in the Mobility Fee schedule allows new development to equitably mitigate its impact to the City's multimodal transportation system.

The Mobility Fee schedule provides fee rates on a per 1,000 square foot or applicable unit of measure basis **(Appendix R)**. New development is assessed a Mobility Fee per use (MFau) at the time of building permit application on a per square foot basis or applicable unit of measure. The calculations for determining the Mobility Fee are illustrated in **Figure 18.** The following is an example of the mobility fee calculation for a 1,750 sq. ft. single-family residential dwelling unit of measure (UM) is per 1,000 sq. ft.:

(PTDu x PMCr) = MFru; Sq. Ft. (sf) / 1,000 = UMu; MFru x UMu = MFau

(7.13 x $393.28) = $2,806; (1,750 / 1,000) = 1.75; (1.75 x $2,806) = $4,910

FIGURE 18. MOBILITY FEE PER USE (MFu)



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The Mobility Fee schedule seeks to strike a balance between the City's Comprehensive Plan and current market trends. The uses included on the Mobility Fee schedule enable Boynton Beach to use the Mobility Fee as an additional tool to further integrate land use and transportation planning consistent with the City's Comprehensive Plan. The calculated Mobility Fee per land use is provided in **Appendix R**.

The Mobility Fee schedule of uses is broken down into five (5) components that are further described below the figure: (1) category of land uses; (2) individual land use classifications; (3) representative land uses; (4) Assessment Area; and (5) the mobility fee rates per land use. The following is an example the five (5) components of the mobility fee schedule **(Figure 19).**

FIGURE 19. MOBILITY FEE SCHEDULE COMPONENTS

Five (5) Components of a Mobility Fee Schedule	
Use Categories, Use Classifications & Representative Uses	**(4th Assessment Area)**
	Citywide
(1st Use Category) = Institutional Uses per sq. ft.	
(2nd Use Classification) = Community Serving **(3rd Representative Use) = (Assembly, Centers, Lodges, Museum, Performance Venues, Religious Institution, Studios)**	**(5th Mobility Fee Rates)**

The first (1st) component are overall categories of land uses, such as residential or office. Under each overall category there are multiple uses for which a mobility fee is calculated. The overall category is generally consistent with the function of a given land use for the individual land use classification. These overall categories are generally consistent with the City Comprehensive Plan and the ITE Trip Generation Manual. These categories headings also specify if the individual uses are calculated on a per 1,000 square feet or a different unit of measure, such as the number of rooms for overnight lodging.

The second (2nd) component are individual land use classifications, such as community serving or commercial storage. These individual land use classifications have similar person travel demand characteristics and / or similar functions to the overall land use category. These individual land use classifications are generally consistent with the ITE Trip Generation Manual classification under a given category of land uses. The individual land use classifications will specify the unit of measure to calculate the mobility fee if it differs from a rate per 1,000 square feet.

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The third (3rd) component is representative land uses under the individual land use classifications. These representative land uses are shown in brackets such as (Child Care, Day Care, Private Primary School, Pre-K) after the individual land use classification of Private Education. These representative land uses have similar person travel demand characteristics and functions to the individual land use classification.

The land uses are not exhaustive and are intended to serve as a guide to describe the types of use that would be assessed a mobility fee based on the rate for the individual land use classification. The definition of each individual land use classification provides further detail on the types of representative land uses that would fall under an individual land use classification. These representative land uses are generally consistent with the ITE Trip Generation Manual classification under a given category of land uses and individual land use classifications.

The fourth (4th) component is the Assessment Area. The mobility fee schedule includes a single citywide assessment area. In the future, the City could consider additional assessment areas.

The fifth (5th) component is the Mobility Fee rates per land use classification. The Mobility Fee rates are illustrated for each land use. The Mobility Fee for an individual land use is determined by multiplying the mobility fee rate by the applicable unit of measure.

Residential Land Uses

The Mobility Fee schedule includes a streamlined approach to residential mobility fees that is easy to administer and addresses affordability. The schedule includes a flat residential Mobility Fee rate per square foot for single-family residential uses and multi-family residential uses.

The Mobility Fee is calculated so that a 600 sq. ft. tiny home pays for 600 sq. ft., a 1,600 sq. ft. townhome pays for 1,600 sq. ft., and a 2,000 sq. ft. single-family detached dwelling pays for 2,000 sq. ft. There is a direct correlation between the square footage of a single-family dwelling unit and the Mobility Fee to be paid.

The Mobility Fee for multi-family uses is calculated based on the square footage of the entire building. For a tri-plex or quadraplex, the square footage would primarily be the dwelling units. For apartments and condos, shared common areas such as a lobby or fitness center are included in the square footage of the building. Parking garages or parking structures are not included in the square footage.

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The calculation of Mobility Fees per sq. ft. fee is consistent with how the building industry prices permits and is a tool available to the City to address affordability. The assessment of a mobility fee on a per square foot basis for residential uses reflects that as the size of a residential dwelling unit increases, there is a corresponding increase in the number of bedrooms specific to Boynton Beach based on parcel data from the Palm Beach County Property Appraiser **(Appendix S)**.

An analysis of data from the American Community Survey for Boynton Beach illustrates that there is a strong correlation between the number of bedrooms and the number of vehicles per household; this applies equally to owner occupied units and rental units **(Appendix T).** Data from the 2022 National Household Survey illustrates that as the number of vehicles increases, so does household size and vehicle miles of travel per household **(Appendix U).** Thus, similar to the trip generation rates for non-residential land uses, as the size of a dwelling unit increases, so does the number of associated vehicle trips.

Affordable or Workforce Housing

The Mobility Fee schedule does not feature a calculated Mobility Fee rate for affordable or workforce housing. The City of Boynton Beach per Florida Statute Section 163.31801 (11) could elect to waive mobility fees for affordable housing consistent with the requirements of Florida Statute Section 420.9071.

Institutional Uses

The Mobility Fee schedule features three institutional use classifications: (1) community serving; (2) group homes; and (3) private education. Community serving uses include civic uses, museums, performing arts venues, and places of assembly, such as clubs, lodges, and places of worship. Long term care uses include assisted living facilities, congregate care facilities, and nursing homes. Private education uses include day cares, private schools, and Pre-K. Public and charter schools are exempt from mobility fees and impact fees per Florida Statute.

Commercial Recreational Uses

The Mobility Fee schedule includes three commercial recreational use classifications: (1) marina; (2) entertainment, outdoor and; and (3) entertainment, indoor. A marina may include wet berths and dry slips, as well as ancillary maintenance, repair and fueling facilities, and small retail operations. Recreation, retail, and restaurant uses that are accessible and open to the public (i.e., they are not storing a boat) would pay a mobility fee per the applicable rate and unit of measure. Outdoor recreation and entertainment uses consist of uses such as golf courses, tennis courts, and multipurpose recreation facilities, and the mobility fee is based on the number of acres. A separate indoor recreation and entertainment category is included and is based on a rate per sq. ft. for indoor uses such as gyms, health clubs, yoga, and dance studios.

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Industrial Uses

The Mobility Fee schedule features two industrial use categories. The industrial category includes general industrial uses such as assembly, manufacturing, and trades. The commercial storage category includes uses such as mini-warehouses, outdoor storage, and warehouses.

Office Uses

The Mobility Fee schedule features two office use categories. The first use is for general office uses such as accounting or real estate. The general office use also includes hospitals and higher education. The second use is medical, such as clinics, dentist, medical doctors, and veterinary. Medical uses generate two to three times the number of trips as a non-medical office use.

Retail Land Uses

The Mobility Fee schedule includes three retail use classifications: (1) retail; (2) high impact retail; and (3) convenience retail. A significant update in the 11th edition of the ITE Trip Generation Manual is the addition of several multi-tenant retail center use classifications. This change prompted the development of a general retail use classification. These uses tend to have similar trip generation characteristics that are generally less than 75 trips per 1,000 square feet.

The second category is high impact retail. These uses tend to have similar trip generation characteristics of roughly 75 to 125 trips per 1,000 square feet and consist of banks, grocery stores, sit down restaurants, and pharmacies. The third category is convenience retail and includes uses such as gas stations and fast-food restaurants. These uses tend to have trip generation rates over 250 trips per 1,000 square feet.

Non-Residential Uses

The Mobility Fee schedule has seven non-residential uses where the mobility fee is based on a unit of measure other than per 1,000 sq. ft. These uses include: (1) auto or boat cleaning; (2) auto charging or fueling; (3) auto or boat repair or service; (4) bank or financial service drive-thru; (5) fast food or quick service drive-thru; (6) overnight lodging; and (7) retail drive-thru.

With the exception of overnight lodging, these land uses reflect higher levels of travel demand that necessitate assessing additive mobility fees. As more land uses downsize, a Mobility Fee based solely on building square footage does not fully capture the travel demand impact of certain high travel demand uses. A Mobility Fee for any retail building would be assessed at the appropriate mobility fee rate. In addition, uses with a bank, pharmacy, or retail drive-thru, quick service restaurant drive-thru, pharmacy drive-thru, car wash, or a commercial auto charging or fueling position would pay additive fees based on the applicable unit of measure.

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Non-Residential Use: Overnight Lodging per room

Overnight lodging includes hotels, motels, bed and breakfast, and other transient accommodations. The Mobility Fee for overnight lodging is based on a rate per room. Any square footage leased to third party uses, such as office, retail, or restaurant uses, would pay the applicable rate for those uses.

Non-Residential Use: Fast-Food or Quick Service Restaurant per drive-thru

Fast food restaurant uses have the highest impact of any retail land use and are experiencing a transformation where buildings are getting smaller, while the number of drive-thru lanes and delivery services are increasing. Due to their high travel demand impact, an additive fee has been calculated per fast food drive-thru lane to capture the impact of fast food uses that offer one or more drive-thru lanes.

Some fast food uses are migrating to walk-up ordering, outdoor seating only, with two drive-thru lanes and one delivery pick-up lane, further increasing travel demand. This impact is not captured by simply evaluating the building. The fast food space will continue to evolve to accommodate more vehicles as quickly as can be served.

Non-Residential Use: Banks or Financial Institutions per drive-thru or free-standing ATM

Some financial institutions, especially Credit Unions, are increasing their brick-and-mortar presence to attract additional customers. Other banks are eliminating branches entirely and just offering drive-thru or walk-up free-standing ATMs. For banks with drive-thru lanes, an additional Mobility Fee is assessed per drive-thru lane. A Mobility Fee is also assessed for any free-standing walk-up ATMs or ATMs accessed via drive-thru lanes.

Non-Residential Use: Auto charging or fueling per position

Convenience uses have primarily been uses with motor vehicle fueling. Increasingly superstores, supermarkets, variety stores, and wholesale clubs have started to add vehicle fueling. The additive mobility fees will be assessed to any use that offers commercial vehicle charging and fueling and is accessible to the public or through a membership club.

The mobility fee is assessed per commercial charging station or fueling position. If electric charging is provided as an accessory use, such as at a multi-family residential complex for residents or a retail center for customers and not a commercial or principal use of property, then additive mobility fees would not be assessed for the EV charging stations.

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Non-Residential Use: Auto or boat cleaning per lane, stall, bay & per 5 finishing stations

Uses with a car wash shall be required to pay a mobility fee per lane, stall, or bay for the use, plus any mobility fee associated with any building space that are not captured as part of a lane, stall, or bay. The uses would also pay per five (5) finishing stations, such as detailing, drying, vacuuming, or waxing. Any structure solely for maintenance or supply purposes that does not include spaces for personnel would not be required to pay a mobility fee for the structure.

Non-Residential Use: Auto or boat repair or service per bay or stall

Uses with auto or boat repair or services shall be required to pay a mobility fee per bay or stall, plus any mobility fee associated with any building space that are not captured as part of a lane, stall, or bay. These uses would include repair or service, quick lube, tire stores, as well as any accessories or modifications.

Non-Residential Use: Retail drive-thru

Covid ushered in ways for retail uses to still serve customers by bringing orders to their vehicles while stores were closed to customers. These retail uses have started to evolve to include drive-thru lanes to pick-up mobile or online orders. Increasingly grocery stores are starting to include a pharmacy drive-thru lane in newer stores.

Most stand-alone pharmacies provide a drive-thru lane. Further, uses such as dry cleaners have also provided drive-thru and pick-up lanes. As more customers place mobile or order on-line orders, retail uses will continue to accommodate either customers picking up orders from the vehicle or have a third-party service provider pick-up items and deliver them to the customer.

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MOBILITY FEE BENEFIT DISTRICT

The benefit test of the dual rational nexus test requires that local governments establish defined areas or districts within which mobility fees collected are earmarked for expenditure. The geographic limits of the proposed Mobility Fee Benefit District include the Mobility Fee Assessment Area, the remainder of the City, and surrounding areas **(Map B).** The extension of a Mobility Fee Benefit District beyond the Assessment Area was done in recognition that travel demand does not start or stop at the limits of the Assessment Area or the City **(Map B)**. The portion of the Benefit District outside City limits is referred to as the extra jurisdictional benefit district.

Having a Mobility Fee Benefit District that extends beyond the Mobility Fee Assessment Area ensures that the City can expend Mobility Fees on Mobility Projects cross enclaves or terminate at logical endpoints. If the limits of the Mobility Fee Benefit District mirrored the Mobility Assessment Area, then Mobility Fees could not be expended to address any extra jurisdictional impacts.

There may be instances that a local match for improvements on County or State Roads would advance a Mobility Plan Project. The Mobility Fee Benefit District provides the City with flexibility to work in partnership with other governmental, non-profit, and private entities to improve mobility within the Mobility Fee Assessment Area and Benefit District.

To advance Mobility Projects and to form public / private partnerships, the City may elect to establish a development specific Mobility Fee Benefit District. A development specific benefit district would accommodate instances where new development advances mobility projects within a defined area. The benefit district could be a tool to collect Mobility Fees from various end users within a development then reimburse the new development that advanced the Mobility Project.

The Benefit District could also include unaffiliated third party development activity within a defined area that would pay its Mobility Fee, and the City would reimburse the development that provided a mobility benefit outside of the limits of its development boundary. Any development specific benefit district would be established through a developer agreement between the City and the development.

The City will be required to establish a Mobility Fee special revenue account to ensure that Mobility Fees are expended within the Benefit District and are appropriately accounted for to address annual State mandated audit requirements for Mobility Fee collections and expenditures. Audit requirements also apply to any other impact fee collected by the City.

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PARK ONCE ENVIRONMENTS

The integration of parking into the updated Mobility Plan Projects through the creation of park-once environments is an essential component to addressing existing and future congestion within the City. Creating park-once environments consists of planning for future parking, mobility hubs, and transit circulators at key destinations within the City. Creating park once environments recognizes that people will still sometimes need to drive vehicles. However, the goal is to facilitate parking at a centralized location and then make it convenient and desirable to walk, bicycle, or ride a transit circulator to reach their final destination.

Downtown Parking Structure

The updated Mobility Plan Projects include the construction of a 500 space publicly accessible parking structure within Downtown. The proposed parking structure would be connected to mobility hubs, identified on the Transit Plan, and key destinations throughout the City through future transit circulators and water taxi routes **(Map F)**.

A potential location for the parking structure is on City property, near City Hall, along NE 1st Street. The parking structure could also be located adjacent to a future rail station along the FEC railroad between Boynton Beach Blvd and Ocean Avenue. If the parking structure were to be co-located with the future rail station, there would likely be a need for an additional 175 to 225 spaces for those using future rail service.

Downtown Mobility Plan Projects

The construction of a publicly accessible parking structure within Downtown would provide the City with greater flexibility to construct curbless shared streets and walking and streetscape enhancements identified in the Streets Plan **(Map D)**. The majority of streets within Downtown have Mobility Projects that are either identified on the Streets Plan or the Multimodal Plan. During construction of various Mobility Projects, existing on-street parking may be unavailable. The construction of a parking structure would provide parking that may be temporarily unavailable during construction of Mobility Projects.

With the introduction of curbless shared streets, available on-street parking is likely to be reduced on Ocean Avenue and other corridors. West Palm Beach found that, along Clematis Street and Rosemary Avenue curbless shared streets identified in the City's Mobility Plan, on-street parking spaces are best used for pick-up and drop-off, loading zones, and valet. The City of West Palm also utilizes on-street parking spaces provided on curbless shared streets as vendor spaces when the streets are closed off to traffic for special events.

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The construction of a parking structure within Downtown could also be used for the staging of future transit circulators included in the Transit Plan. These circulators will vary in size, with some being 15 to 25 passenger vehicles, and others being smaller low speed vehicles that can accommodate anywhere from three (3) to eight (8) passengers. These transit circulators are proposed to connect with mobility hubs located at destinations within the City, including the existing TRI-Rail Station.

Development Parking Inventory

An inventory of parking demand and parking to be provided by developments within Downtown was undertaken based on recently constructed development. These developments have either recently been constructed, are in various stages of site plan review, or has recently received site plan (Planning and Zoning) approval. There are 3,222 residential dwelling units, with some ancillary retail and office uses, that have either recently been constructed or that are in various stages of site plan review **(Appendix V)**.

A total of 6,936 parking spaces are needed, based on current City requirements, to accommodate this development. A total of 6,889 parking spaces have been proposed, of which 6,121 would be standard parking spaces **(Appendix W).** A total of 115 of the planned spaces are reserved for mobility impaired individuals as required through the American With Disabilities (ADA) Act. A total of 198 parking spaces would be compact spaces, with another 134 spaces designed for tandem parking associated with planned townhome developments **(Appendix W).**

The proposed parking spaces to be provided by development include 162 parallel on-street parking spaces and 159 spaces either reserved for electric vehicles, motorcycles, or some form of on-street parking **(Appendix W).** The City of Boynton Beach Community Redevelopment Agency (CRA) has contracts to lease a total of 473 of the parking spaces to be provided. The spaces being leased by the CRA are not in addition to required parking spaces, they are part of the required number of spaces.

Mobility Hubs

The Transit Plan identifies ten (10) potential mobility hubs at major destinations in the City. The mobility hubs are proposed to be interconnected by proposed transit circulators. Mobility hubs are locations where multiple ways (modes) to travel (walk, bike, transit) converge at a safe and convenient location, and feature various levels of amenities (e.g., covered waiting areas, pick-up / drop-off lanes). These allow a person to easily switch modes of travel to reach their destination as illustrated in **Figure 20**. The mobility hubs could be located within mixed-use developments, existing developments, governmental properties, institutional uses, and various destinations through-out the City. As part of the City's update of the Complete Streets Mobility Plan, mobility hubs will be further refined and incorporated into the Plan.

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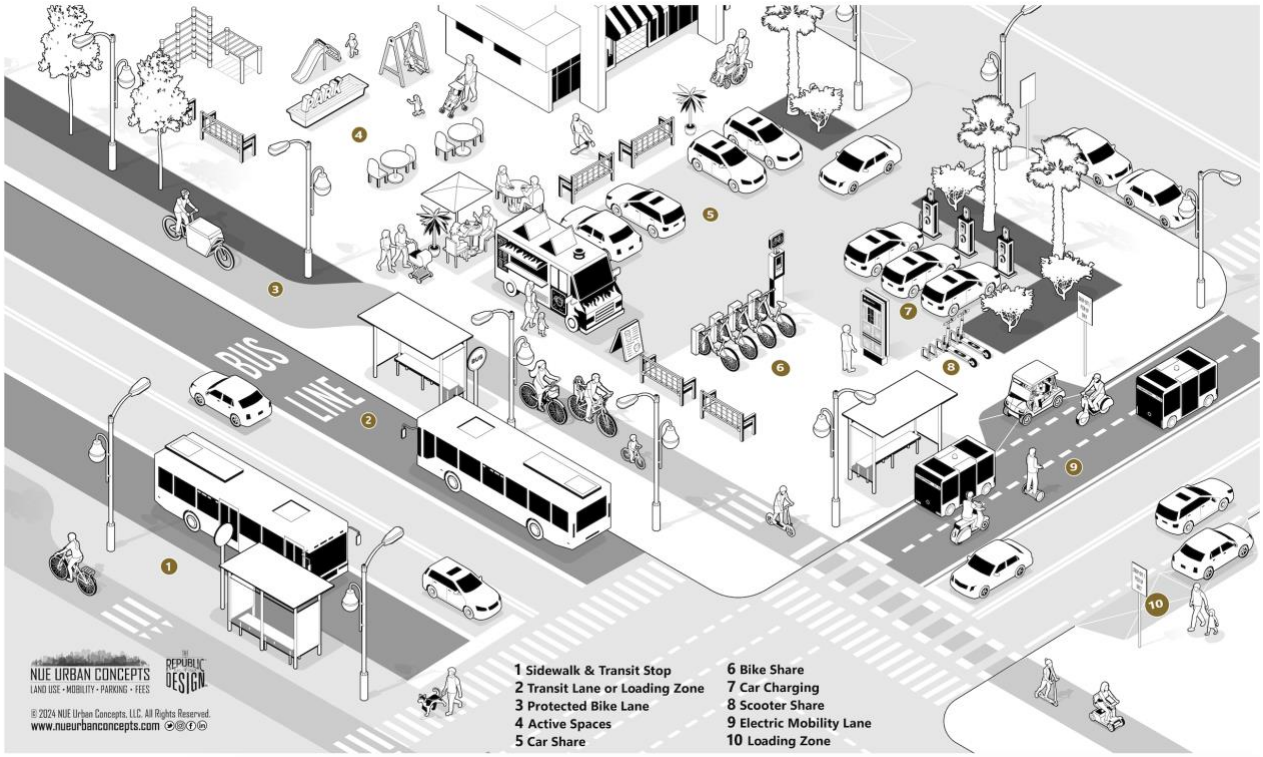
Figure 20. Mobility Hub



The Downtown mobility hub would be integrated into a future parking structure. There is an existing parking structure at the NW corner of US 1 and Woolbright Road that could include mobility hub elements. There are existing surface parking lots that could be repurposed for potential mobility hubs at the Boynton Beach Mall and the TRI-Rail Station. Additional mobility hubs are proposed in the vicinity of US 1 and Gateway Blvd, MLK Jr. Blvd and Seacrest, Bethesda Baptist Memorial Hospital, SW 8th and Woolbright, and within the Renaissance Commons development. These mobility hubs are all proposed to be connected by transit circulators identified in the Transit Plan **(Map F).** The final location of mobility hubs is subject to further evaluation and negotiations or partnerships with property owners and maybe further refined as part of the Complete Streets Mobility Plan update.

One Size Does Not Fit All

The design of mobility hubs can vary based upon need and projected demand. The mobility hubs identified on the Transit Plan are intended to be larger community serving facilities with various levels of amenities as illustrated in **Figure 20.** However, mobility hubs can also be enhanced transit stops, school bus stops, or pick-up and drop-off locations integrated into existing and proposed developments. Smaller mobility hubs likely would not feature surface or structured parking, but could still include covered waiting areas, pick-up and drop-off locations and may provide access to bicycle or scooter share programs **(Figure 21)**. The City could integrate these into their land development regulations for larger developments or offer reductions in parking where mobility hubs are provided.

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Figure 21. Smaller Mobility Hub



Water Taxis

Part of creating park once environments is looking for creative ways to move people without the need to drive their vehicle. The Transit Plan includes future water taxi routes and ADA accessible docks along the intracoastal that could provide additional mobility options. The water taxis could also be combined with transit circulators and mobility hubs to improve access to existing TRI-Rail service and future rail service along the FEC railroad in Downtown. Water taxi service at this present time would likely not be successful without either greater densities downtown or future rail service to serve as a draw to residents along the intracoastal. The Transit Plan has identified ten (10) potential water taxi stop along the intracoastal water taxi route **(Map F)**. Stop locations are subject to change.

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Resiliency

Coastal communities throughout Florida increasingly are dealing with flooding of low lying areas during storm events. As these storm events intensify and flooding becomes more frequent, there will be an increased need to reduce surface parking areas and incorporate more resilient stormwater management features within existing rights-of-way.

Further, residents will need a safe place to park their vehicles during storm events to avoid damage from flooding. A number of coastal communities have started to make their parking structures available to its residents to park their vehicles and provide a higher level of protection than otherwise may be available by leaving their vehicles parked on-street or on their property.

Many communities will need to start designing and requiring that new or reconstructed buildings and structures are designed to withstand ground level flooding. The construction of new parking structure(s) can be designed to address periodic flooding on the first level. These parking structures should also incorporate appropriate safety and structural measures to address both access and the need for innovative ways to park vehicles during storm events.

Transitioning to park once environments not only enhance mobility within the City, but it is also part of the overall strategy to making coastal communities more resilient. The continued addition of impervious surfaces through wider roadways and off-street surface parking will only exacerbate flooding during storm events. Requiring new development to meet tougher stormwater design standards is part of the solution. However, many communities are dealing with the reality that existing developments approved over the last 50 years were not designed to today's standards and many of these areas are experiencing flooding for the first time.

Public Private Partnerships

The creation of park once environments provide the opportunity for public private partnerships with existing or proposed developments. The City can work with these developments to repurpose existing surface parking areas to construct mobility hubs that will improve multimodal access to the development and could potentially allow for adjacent infill development. The City can also work with private development or other government entities to consider:

1) adding additional public spaces to parking structures;

2) allowing for further reductions in parking requirements where a mobility hub is constructed; or

3) requiring these entities to lay the groundwork for park once environments.

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Infill & Redevelopment

Establishing park once environments with and without parking structures provides the opportunity to encourage infill and redevelopment by reducing the need to provide off-street surface parking. Infill and redevelopment can either be given a parking reduction for providing mobility hubs or be allowed to meet or offset parking requirements where parking structures are constructed.

Reducing off-street surface parking areas also reduces the need for multiple curb cuts that introduce conflicts between people parking and people walking and bicycling. It also reduces impervious surfaces, allowing for more opportunities to introduce open spaces, stormwater management facilities, or more efficient use of private property.

The City could explore opportunities to incorporate or promote attainable and workforce housing within mobility hubs and parking structures through innovative designs. Future residents would have access to enhanced mobility and where property is owned by governmental entities, the potential for reducing the cost basis of land could make attainable and workforce housing more economically viable. Creating park once environments and enhancing mobility options are effective tools to implement Comprehensive Plan policies 6.2.6 and 6.3.1.

Complete Streets Mobility Plan Update

The further establishment and refinement of park once environments are something that the City could further explore as part of the update of the Complete Streets Plan. Parking is a major component of a City's overall transportation system. It has too often been something that is addressed separately through land development regulations. In reality, it is something that should be addressed in conjunction with mobility planning as it has a major impact on the type and amount of traffic drawn to a given land use and area. Parking requirements also have a major impact on land uses, building design, site layouts, stormwater, and accessibility.

The level of density, the compactness of a given area, the availability of transit through buses, circulators, and rail, and the feasibility of walking and bicycling that need to be present to allow someone the ability not to drive or have access to a vehicle only occurs in limited instances through-out Florida in places such as Miami Beach or Gainesville. However, even in those places, vehicles still provide a primary means of mobility and access. The establishment of park once environments is a recognition that people still drive vehicles, but once they reach a given destination, the availability of other mobility options allows them the choice to get around in ways other than driving. Park once environments are a bridge towards less reliance on vehicles as a primary means of mobility.

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ORIGIN & DESTINATION EVALUATION

An origin and destination evaluation was conducted to evaluate travel within the Mobility Study Area and travel to and from each of the Palm Beach County road impact fee zones. The evaluation was performed for the AM and PM peak hours, based on projected 2045 land uses. The origin and destination evaluation conducted used the most recent version of the Southeast Florida Regional Planning Model (SEFPM 8.541) used for the 2045 Long Range Transportation Plan.

The traffic analysis zones (TAZs) from the SEFPM were assigned to each of the five (5) Palm Beach County road impact fee zones **(Map H)**. For internal testing purposes, road impact fee zones 1, 2, 4 and 5 were divided into districts east and west of Interstate 95. The Mobility Study Area was separated into six (6) districts for internal evaluation purposes **(Map I)**.

A future expansion zone for the areas of Boynton Beach not within the Mobility Study Area and surrounding areas bounded by Hypoluxo to the north, the Mobility Study Area to the east, the boundary with Delray Beach to the south, and Military Trail to the west. For final summary purposes, the expansion zone was assigned to road impact fee zone 4 and each of the County road impact fee TAZs were aggregated into their respective County road impact fee zones.

For reasons not specified, Boynton Beach south of SE / SW 23rd Avenue is within County road impact fee zone 5. The Mobility Study Area for Boynton Beach is based on the Mobility Study Area and does not split the City at SE / SW 23rd Avenue. For purposes of the origin and destination evaluation, the Mobility Study Area is evaluated based on its own district boundaries, not the County road impact fee zones.

The County's road impact fee zones were chosen due to the legal requirement that impact fees be expended within the zone or district in which they were collected. The vast majority of the Mobility Study Area is within road impact fee zone 4; with the very southern portion of the Mobility Study Area within road impact fee zone 5 **(Map I)**.

The origin and destination evaluation was conducted for the AM and PM peak hours, based on 2045 conditions, to determine flow patterns into and out of the County's road impact fee zones and the Mobility Study Area **(Appendix X)**. For the AM Peak hours, trips leaving the Mobility Study Area represents the impacts to the County from development in the Mobility Study Area. During the AM peak hours there are also trips that travel to and from areas internal to the Mobility Study Area that do not have an external impact.

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During the AM peak hours, trips from the Mobility Study Area (origin) to each of the County's road impact fee zones (destination) represents the future trip impact attributable to development within the Mobility Study Area **(Table 10)**. AM peak hours trips from the County's road impact fee zones to the Mobility Study Area represent trips impacts from the County and surrounding municipalities within the Mobility Study Area **(Appendix X)**.

TABLE 10. AM PEAK HOURS TRIPS (2045)

Origin to Destination	Trips	Trip Percentage
From Mobility Study Area to Road Impact Fee Zone 1	1,218	1.4%
From Mobility Study Area to Road Impact Fee Zone 2	4,590	5.4%
From Mobility Study Area to Road Impact Fee Zone 3	866	1.0%
From Mobility Study Area to Road Impact Fee Zone 4	6,916	8.2%
From Mobility Study Area to Road Impact Fee Zone 5	6,923	8.2%
All trips in Mobility Study Area	64,313	75.8%
Total	84,825	100%

Source: **Appendix X** includes more detailed results for this Origin and Destination evaluation. The origin and trip destination data are based on internal trips within the Mobility Study Area and trips from the Mobility Study Area to County road impact fee zones **(Map H)**. Mobility Study Area Districts and road impact fee are aggregations of traffic analysis zones (TAZs) from the Southeast Florida Regional Planning Model (SEFRPM 8.541). All trips in the Mobility Study Area includes internal trips, trips attributable to the Mobility Study Area and trips attributable from the County and surrounding municipalities.

The projected AM Peak Hours impact of trips from the Mobility Study Area to the County's road impact fee zones represents 24.2% of the trips, with the impact of all trips within the Mobility Study Area representing 75.8% of the trips **(Table 10)**. The impact internal to the Mobility Study Area is more than 300% greater than the impact from the Mobility Study Area to the County's five (5) road impact fee zones.

The attributable impact from development within the Mobility Study Area within County road impact fee zone 4, outside of the Mobility Study Area, is just 8.2% of trips during AM peak hours **(Table 10)**. The majority of road impact fees currently collected from development in the Mobility Study Area are required to primarily be expended within road impact fee zone 4, while road impact fees currently collected from development from the southern portions of the Mobility Study Area are required to be expended within road impact fee zone 5.

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The impacts from the PM peak hours are opposite from the AM peak hours. For the PM Peak hours, trips entering the Mobility Study Area represent the impacts to the County from development in the Mobility Study Area **(Appendix X)**. During the PM peak hours there are also trips that travel to and from areas internal to the Mobility Study Area that do not have an external impact.

During the PM peak hours, trips from the Mobility Study Area (origin) to each of the County's road impact fee zones (destination) represents the future trip impacts from the County and surrounding municipalities within the Mobility Study Area **(Table 11)**. PM peak hour trips from the County's road impact fee zones to the Mobility Study Area represent trips impacts attributable to development within the Mobility Study Area **(Appendix X)**.

TABLE 11. PM PEAK HOUR TRIPS (2045)

Origin to Destination	Trips	Trip Percentage
From Road Impact Fee Zone 1 to Mobility Study Area	1,885	0.9%
From Road Impact Fee Zone 2 to Mobility Study Area	9,343	4.7%
From Road Impact Fee Zone 3 to Mobility Study Area	1,582	0.8%
From Road Impact Fee Zone 4 to Mobility Study Area	16,288	8.1%
From Road Impact Fee Zone 5 to Mobility Study Area	15,717	7.8%
All trips in Mobility Study Area	155,987	77.7%
Total	200,802	100%

Source: **Appendix X** includes more detailed results for this Origin and Destination evaluation. The origin and trip destination data are based on internal trips within Mobility Study Area and trips from the County road impact fee zones to the Mobility Study Area **(Map H)**. Mobility Study Area Districts and road impact fee are aggregations of traffic analysis zones (TAZs) from the Southeast Florida Regional Planning Model (SEFRPM 8.541). All trips in Mobility Study Area includes internal trips, trips attributable to the Mobility Study Area and trips attributable from the County and surrounding municipalities.

The projected PM Peak Hours impact of trips from the County's road impact fee zones to the Mobility Study Area represents 22.3% of the trips, with the impact of all trips within the Mobility Study Area representing 77.7% of the trips **(Table 11)**. The impact within the Mobility Study Area is more than 300% greater than the impact from the Mobility Study Area to the County's road impact fee zones. The attributable impact from development within the Mobility Study Area within County road impact fee zone 4, outside of the Mobility Study Area, is just 8.1% of trips during PM peak hours **(Table 11)**. Even though the projected trips during the PM peak hours are more than 200% higher than the AM peak hours, the external impact attributable to development within the Mobility Study Area during the PM peak hours is 2% less than the AM peak hours.

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The origin and destination evaluation was undertaken to determine the share of external impact attributable to future development within the Mobility Study Area and the share of impact within the Mobility Study Area from development within the County and surrounding municipalities. While there is some external impact attributable to future development within the Mobility Study Area by 2045, the majority of impact from future trips from the County and the City has the most significant impact within the Mobility Study Area, not unincorporated Palm Beach County or within County road impact fee zones 4 and 5.

Further, the projected impact from development within the County and surrounding municipalities on travel within the Mobility Study Area is projected to be greater than the external impact attributable to future development within the Mobility Study Area. Thus, it could be reasonably interpolated, from the origin and destination evaluation, that at a bare minimum the external impact from the Mobility Study Area and impact from the County and surrounding municipalities within the Mobility Study Area cancel each other out. The origin and destination evaluation illustrates that the impacts from future development in the County into the City are greater than the impacts from future development in the City into the County.

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MOBILITY FEE COMPARISON

A comparison between the City of Boynton Beach Mobility Fee and the existing Palm Beach County road impact fee has been prepared **(Appendix Y).** While the comparison is a useful metric, the City Mobility Fee and County road impact fee: (1) use very different methodologies; (2) were calculated by different consultants; and (3) were prepared at different times. The land uses listed in the City and County fee schedule are not the same. Therefore, a best fit analysis was used to allow for the comparison. The County's road impact fee is based on rates from their 2022 road impact fee study. The City Mobility Fee is based on the most recent and localized data as of 2024. The County provides 49 different impact fee rates. The Mobility Fee schedule is more streamlined with a total of 23 rates.

The County road impact fee uses a consumption-based methodology based on an adopted level of service standard, rather than specific road projects that the County intends to construct. The Boynton Beach Mobility Fee uses a plan-based methodology where the Mobility Fee is based on the cost to construct specific Mobility Projects. The County's road impact fee uses vehicle miles of travel and trip lengths to determine its road impact fee based on studies completed in the 1990's and 2000's. The City Mobility Fee uses person miles of travel, person miles of capacity, person travel demand, and trip lengths based on the 2022 National Household Travel Survey (NHTS). The land uses and units of measure also differ when comparing the County road impact fee and the City's Mobility Fee.

The City's Mobility Fee for residential land uses is based on the habitable square footage for single-family residential uses and total square footage under roof for multi-family residential uses. The Palm Beach County road impact fee for residential land uses is calculated per dwelling unit, regardless of the square footage. On a per 1,000 sq. ft. basis, the Boynton Beach Mobility Fee is lower than the County road impact fee per dwelling unit. However, the Mobility Fee for a 2,000 square foot single-family detached residential dwelling results in a slightly higher fee than the County's road impact fee for the same dwelling **(Appendix Y)**. Likewise, the Mobility Fee for a multi-family residential development / building will be similar to the County when considering total square footage.

The City's Mobility Fee is higher than the County road impact fee for all land uses, with the exception of day care and convenience retail. Day care is different due to the City's Mobility Fee for private education including both day care and private (K-12) schools per 1,000 square feet. The County road impact fee includes a fee per student for private schools and a fee per 1,000 square feet for day care. Public and Charter Schools are Statutorily exempt from impact fees or mobility fees. The Mobility Fee for convenience retail, which includes convenience stores with and without fueling and fast food, is slightly lower. This is due to the City Mobility Fee being higher per fueling position than the County road impact fee and the City Mobility Fee including a separate mobility for drive-thru lanes.

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UPDATED MOBILITY PLAN PROJECTS ON COUNTY ROADS

The updated Mobility Plan Projects includes projects on City, County, and State Roads. The share of the cost of Mobility Projects on County Roads in relation to the overall cost of the updated Mobility Plan Projects is the primary way to determine what share of Mobility Fees should be set aside for the funding of Mobility Projects on County Roads.

Since the Mobility Fee is based on the updated Mobility Plan Projects, versus utilizing the Origin and Destination evaluation or looking at existing traffic flows, setting aside a percentage of the Mobility Fee based on the share of Mobility Projects on County Roads is an alternative approach to develop an interlocal agreement with the County to address transportation mitigation.

The updated Mobility Plan Projects includes projects to improve existing streets and multimodal facilities within the Mobility Study Area. The updated Mobility Plan Projects also includes transit circulators that connect with proposed mobility hubs through-out the City. These mobility hubs are proposed within existing or future developments, not within existing rights-of-way. The transit circulators would primarily run along City streets and State Roads. The transit circulators would be funded through various sources.

The Streets Plan includes widening portions of SE / SW 23rd Avenue (between US 1 and SW 4th) and Miner Road (between Congress Ave and High Ridge Road) from two (2) lane undivided roads to two (2) lane divided roads **(Map D).** There are also proposed walking and streetscape enhancements along Woolbright Road from US 1 to SW 2nd Street.

The proposed multimodal facilities, such as bike lanes, pathways, and sidewalks, within the Mobility Study Area are primarily planned along City Streets as a part of a planned network of multimodal corridors **(Map E)**. For connectivity to schools, parks, and other multimodal corridors, there are portions of County Roads where multimodal facilities are proposed.

The Multimodal Corridos Plan includes multimodal improvements along portions of: (1) Miner Road east of I-95 to connect Rolling Greens Elementary to the proposed Principal Multimodal Corridor East; (2) Miner Road west of I-95 to connect Congress Ave to the proposed Principal Multimodal Corridor West; (3) Seacrest Blvd and SW 23rd Avenue as part of the Principal Multimodal Corridor East; and (4) High Ridge Road as part of the Principal Multimodal Corridor West **(Map E).**

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The analysis in **Table 12** shows that Mobility Projects on County Roads are **5.63%** of the overall mileage of the updated Mobility Plan Projects. The Planning Level Cost (PLC) for Mobility Projects on County Roads is **10.45%** of the overall cost of the updated Mobility Plan Projects. The total cost for updated Mobility Plan Projects on County Roads is **$28,432,500**; while the total cost of all the updated Mobility Plan Projects is estimated at **$271,969,256 (Table 12)**. The greatest need within the Mobility Study Area is to enhance mobility through Mobility Projects on City Streets.

TABLE 12. UPDATED MOBILITY PROJECTS ON COUNTY ROADS

Mobility Plan Project	Length (Miles)		Planning Level Cost (PLC)	
Miner Road (Seacrest to Summit Rd) Minor Multimodal Corridor (East)	0.40	0.42%	$800,000	0.29%
Seacrest Blvd (NE 14th Ave to Palmetto Green Trail) Principal Multimodal Corridor (East)	0.11	0.12%	$440,000	0.16%
SW 23rd Avenue (SW 3rd Street to SW 5th Street) Principal Multimodal Corridor (East)	0.20	0.21%	$400,000	0.15%
Seacrest Blvd (Chapel Hill Blvd to Gulfstream Blvd) Principal Multimodal Corridor (East)	0.48	0.50%	$960,000	0.35%
High Ridge Rd (Newport Place to Miner Rd) Principal Multimodal Corridor (West)	0.80	0.84%	$1,600,000	0.59%
Miner Road (High Ridge Rd to Congress Ave) Minor Multimodal Corridor (West)	0.95	1.00%	$1,900,000	0.70%
Miner Road (High Ridge Rd to Congress Ave) Complete Street Road Widening (2 Lane Divided)	0.96	1.01%	$8,880,000	3.27%
SE / SW 23rd Avenue (US 1 to SW 4th Street) Complete Street Road Widening (2 Lane Divided)	0.83	0.87%	$7,677,500	2.82%
Woolbright Road (US 1 to SW 2nd Street) Walking & Streetscape Enhancement	0.55	0.58%	$5,775,000	2.12%
Total Mobility Projects on County Roads	5.39	5.66%	$28,432,500	10.45%
Total Updated Mobility Plan Projects	95.29	100%	$271,969,256	100%

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DEFINITIONS

Access Improvements mean on-site improvements required to provide motor vehicle and multimodal ingress and egress to new development, which may include rights-of-way, easements, paving of adjacent or connecting roadways, turn lanes, sidewalks, bike lanes, shared-use paths, transit stops, mobility hubs, along with traffic control devices, roundabouts, traffic signals, mid-block crossings, mid-block signals, signage, markings, drainage, and utilities intended to serve the development activity.

Additive Fee means a mobility fee rate based on a unit of measure that generates high levels of person travel demand per unit such as service bays, car wash stalls, or fueling for motor vehicles or drive-thru lanes for banks, quick service restaurants, and pharmacies. Additive mobility fees per unit of measure are assessed in addition to mobility fees assessed per use based on square footage or the applicable unit of measure for the use.

Amenities and Ancillary Uses means buildings, structures, and lands that are not open to the public and are not a commercial use such as a clubhouse, meeting spaces, laundry facilities, guard houses, fields, courts, indoor or outdoor recreation uses, garages, parking structures, barns, sheds, landscape maintenance facilities that do not generate additional person travel demand. These amenities are generally associated with residential developments and overnight lodging. These uses are not assessed a mobility fee unless they are open to the public and charge for use either through cash or electronic payment or through membership or club dues.

Assessment Area means a geographic area of the City or a specific development pattern where Mobility Fees are assessed on new development.

Auto means a car, SUV, truck, van, or motorcycle that is either electric powered, gasoline powered, a hybrid, or some other fuel source that propels the automobile (aka motor vehicle).

Auto, Boat, Car Wash shall mean a building, stalls, stations, or tunnels for the cleaning, detailing, polishing, washing, or waxing of motor vehicles or boats which fall under the description of ITE Trip Generation Manual Land Use Code Series 800 and 900. This use includes full-service, partial service, and self-service uses. The unit of measure shall be the number of bays or stalls for self-service cleaning, and the number of approach lanes for automated, semi-automated, or tunnel washes where payment is rendered or a card, code, or other means is used to access the cleaning service. For uses with automated, semi-automated, or tunnels, finishing stations for detailing, drying, or vacuuming Mobility Fees shall also be assessed at a rate of one (1) station per every five (5) finishing stations. For uses with self-service bays or stalls, which typically feature a greater number of facilities than automated or semi-automated facilities, finishing stations for detailing, drying, or vacuuming, Mobility Fees shall also be assessed at a rate of one (1) station per every ten (10) finishing stations.

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Auto Charging or Fueling means the total number of vehicles that can be charged or fueled at one time (fueling positions). Increasingly, land uses such as superstores, (i.e., super Wal-Mart), variety stores, (i.e., Dollar General), and wholesale clubs (i.e., Costco) are also offering vehicle charging and fueling with or without small convenience stores. Outside of Florida, several grocery store chains are also starting to sell fuel. Free standing vehicle charging stations that charge a fee for use and are not a requirement of the City as an ancillary use of a development shall be required to pay a mobility fee. The mobility fee rate per charging or fueling position would be in addition to any mobility fee per square foot under the applicable retail land use with vehicle charging or fueling. Motor vehicle charging stations that are not a primary use or function of a commercial or retail use and are either required by the City or provided as an ancillary use are exempt from payment of the mobility fee. The City shall have the ability to determine if a charging or fueling station is a commercial use.

Auto, Boat Repair or Service shall mean a building, bays, service bays, stalls, or stations for the routine maintenance of motor vehicles including oil changes, cleaning, or replacing filters, replacing windshield wipers, changing tires, providing for maintenance, service, and repair, and changing and topping off vehicle fluids and falls under the description of ITE Trip Generation Manual Land Use Code Series 800 and 900. Any building square footage associated with motor vehicle service would fall under retail uses and pay the applicable mobility fee per the square footage of the building not associated with the quick lube service.

Bank or Financial Service Drive-Thru or Free-Standing ATM means any bank, financial institution, credit union, with a drive-thru lane used for banking purposes such as deposits, withdrawals, balance inquires, or bill pay. The drive-thru may include either a teller window, pneumatic device for transferring banking information or funds, or an Automated Teller Machine (ATM). An ATM inside or attached to a building that has a use open to the public or end user is not assessed a separate fee as a stand-alone ATM. This use also includes free standing bank drive-thru lanes and freestanding walk-up or drive-thru ATM machines. The fee shall be based upon the total number of drive-thru lanes with a banking window, pneumatic device, or ATM and/or the total number of free-standing ATM's. Free-standing ATM's may be either walk-up or feature drive-thru lanes.

Benefit District means areas a geographic area of the City where mobility fees paid by new development are expended on Mobility Projects.

Capacity means the maximum sustainable flow rate, at a service standard, at which persons or vehicles can reasonably be expected to traverse a point or a uniform section of a bicycle facility, pedestrian facility, roadway, or shared-use multimodal facility during a given time-period under prevailing conditions. For transit, the capacity is the maximum number of persons reasonably accommodated riding a transit vehicle, along with the frequency and duration of transit service.

Commercial Recreation Uses shall mean those indoor and outdoor recreation and entertainment activities which provide for the use of buildings, property, or structures for recreational and entertainment uses, and which include those uses specified in the ITE Trip Generation Manual under Land Use Code Series 400.

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Community Serving means those uses that are operated by non-profit civic organizations, governmental entities, foundations, or fraternal organizations, including places of assembly. Community serving also includes uses such as YMCA, museum, art studio, gallery, cultural center, community meeting spaces, community theater, library, or a fraternal or masonic lodge or club, or any community and civic based uses that do not sell retail goods or services for profit and that participates in community and public activities. Food, beverages, goods, and services may be offered for ancillary fundraising and sales to support the community serving use.

Commercial storage means facilities or acreage in which one or more warehouses, storage units or vaults are rented for the storage of goods and/or acreage or is providing for the storage of boats, RVs, vehicle trailers and other physical items that are larger than what is typically stored within an enclosed structure. The acreage for outdoor storage, excluding drive aisles, buffers, and stormwater management areas, shall be converted to square footage for purposes of calculating the fee. This shall not include an individual's personal property where such items are stored by the owner of the land and not for commercial purposes, subject to City regulations.

Convenience Retail shall mean a use that sell convenience beverages, food, goods, products, and fuel. Uses include convenience stores, gas stations, fast food, and quick service restaurants with and without drive-thru lanes. Convenience retail uses fall under ITE Land Use Code Series 800 and 900 and include retail uses that generate 250 or more trips per 1,000 square feet or similar trips per an equivalent unit of measure.

Development shall mean any new residential and non-residential construction, or expansion of building(s), lane(s), structure(s), or any changes in the use of any building(s), structure(s), or land use that will generate additional impact on the city’s public facilities.

Entertainment, Indoor means facilities that primarily focus on individual or group fitness, exercise, training or provide recreational activities. The uses typically provide exercise, dance or cheerleading classes, weightlifting, yoga, Pilates, cross-fit training, fitness, and gymnastics equipment. Indoor commercial recreation also includes uses such as bowling, pool, darts, arcades, video games, batting cages, trampolines, laser tag, bounce houses, skating, climbing walls, and performance centers. Food, beverages, equipment, and services may be offered for ancillary sales.

Entertainment, Outdoor means outdoor recreational activity including land uses with miniature golf, batting cages, video arcade, bumper boats, go-carts, golf driving ranges, tennis, racquet or basketball courts, soccer, baseball and softball fields, paintball, skating, cycling or biking that require paid admittance, membership or some other type of fee for use. Buildings for refreshments, bathrooms, changing and retail may be included. The fee shall be based upon the total acreage of the facility for active uses outside of buildings and all buildings used to carry out a primary function of the land use activity. Areas for parking, buffers and stormwater that are not active features of the land use are excluded from the fee acreage. The use would generally fall under the ITE Land Use Code Series 400.

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Fast Food or Quick Service Drive-Thru means a quick service restaurant where an order for food is placed or a pick-up/delivery lane where an order is picked-up by either a customer that placed an online order or a delivery service. Fast Food restaurants are establishments serving beverages, food, or both with higher turnover, quick service, and may feature either counter service or selection of items from a counter and would fall under the descriptions of ITE Trip Generation Manual Land Use Codes 930, 933, 934, 935, 936, 937, and 938. The vehicle will proceed to one or more common pick-up windows, lockers, stations, or functional equivalent after the order has been placed. A fast food restaurant with drive-thru may be located in multi-tenant retail or free-standing retail buildings. This use also includes any quick service restaurants that do not offer indoor seating and are intended to primarily be served by vehicle delivery services, or pick-up or drive-thru only orders placed online. These uses may provide a walk-up order window.

Group Home means communities designed for long term care of on-site residents, such as assisted living facilities, congregate care facilities and nursing homes, with common dining and on-site health facilities for residents that is not a general retail or commercial use open to the public. This use includes ITE Trip Generation Manual Land Use Codes 253, 254, 255, and 620.

High Impact Retail shall mean grocery stores, supermarkets, superstores, variety stores, package stores, liquor, or alcohol for off-site consumption, where 50% or more of the gross square footage of the use is for the sale of edible or drinkable goods. These uses may offer other goods, products, and services such as on-site consumption of food or beverages, pharmacies, cleaning and household supplies, pharmacies, and other personal services. High Impact Retail uses also include banks, credit unions, sit-down restaurants, and pharmacies. These uses generally generate between 75 and 250 daily trips per 1,000 sq. ft.

Impact shall mean any new development that results in an increase in person travel demand above the demand generated by the existing use of property.

Industrial means uses that typically have ancillary office space and may have display or merchandise display areas for various trades and industries that are not open to the general public. Industrial uses are also located in land uses and zoning districts intended for industrial uses.

Industrial Uses means those activities which are predominantly engaged in the assembly, distribution, fabrication, finishing, packaging, processing, production, storage, and/or warehousing of goods and products and which include those uses specified in the ITE Trip Generation Manual under Land Use Code Series 000 and 100 but excluding governmental uses.

Institutional Uses means those public or quasi-public uses that serve one or more community's social, educational, health, cultural, and religious needs and which include those uses specified in the ITE Trip Generation Manual under the Land Use Code Series 500, and includes Land Use Codes 253, 254, 255, and 620. Land Use Codes 540 and 550 are included in office uses and 580 and 590 falls under community serving. Federal, state, and local government institutional uses, except for community development districts, are exempt from payment of mobility fees.

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ITE Trip Generation Manual means and refers to the latest edition of the report entitled "Trip Generation" produced by the Institute of Transportation Engineers (ITE), and any official updates hereto.

Level of Service (LOS) means a quantitative stratification of the level of service provided to a facility, roadway, or service stratified into six letter grade levels, with "A" describing the highest level and "F" describing the lowest level; a discrete stratification of a level of service continuum.

Marina shall mean facilities that provide docks, slips and berths for boats, including yacht clubs. Any buildings for shops, retail, or restaurants accessible to the public would fall under retail land use and pay the mobility fee rate for retail uses. The mobility fee is assessed per wet berth and per ten dry slips. Maintenance, repair, service, or sales of goods associated with the marina and for the storage or launch of boats from the marina would be considered accessory and not assessed a mobility fee.

Medical Office means a building or buildings that provide medical, dental, or veterinary services and care. Medical office shall also include any clinics, emergency care uses, and any uses specified in the ITE Trip Generation Manual under Land Use Code Series 600, including Land Use Code 720. Land Use Code 620 is included under Long Term Care land uses.

Micromobility means electric powered personal mobility devices such as electric bicycles, electric scooters, hoverboards, One-Wheel, Unicycle, electric skateboards, and other electric assisted personal mobility devices. Low speed vehicles such as golf carts or mopeds are not considered personal micromobility devices.

Mobile Residence means land uses for the temporary or permanent placement of RVs, tiny homes on wheels, mobile homes, or travel trailers within parks or multi-unit developments with predefined lots or spaces that have connections for communications, electric, water and wastewater. Mobile residential parks may have common amenities and building with recreation uses, laundry and park office that are not assessed a Mobility Fee.

Mobility means the ability to move people and goods from an origin to a destination by multiple modes of travel in a timely (speed) manner.

Mobility Fee means a monetary exaction imposed on new development to fund Mobility Plan projects identified in the most recently adopted Mobility Plan.

Mobility Fee Expenses means expenditures for: (a) the repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes, and any other form of indebtedness then outstanding consistent with statutory allowances and used to advance mobility projects identified in the Mobility Plan; (b) reasonable administrative and overhead expenses necessary or incidental to expanding and improving mobility projects; (c) crosswalks, traffic control and crossing warning devices, landscape, trees, multimodal way finding, irrigation, hardscape, and lighting related to projects; (d) micromobility devices, microtransit vehicles, programs and services,

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(e) mobility hubs, transit circulators, facilities, programs, shuttles, services and vehicles; (f) reasonable expenses for engineering studies, stormwater reports, soil borings, tests, surveys, construction plans, and legal and other professional advice or financial analysis relating to projects; (g) the acquisition of right-of-way and easements for the improvements, including the costs incurred in connection with the exercise of eminent domain; (h) the clearance and preparation of any site, including the demolition of structures on the site and relocation of utilities; (i) floodplain compensation, wetland mitigation and stormwater management facilities; (j) all expenses incidental to or connected with the issuance, sale, redemption, retirement, or purchase of bonds, bond anticipation notes, or other forms of indebtedness, including funding of any reserve, redemption, or other fund or account provided for in the ordinance or resolution authorizing such bonds, notes, or other form of indebtedness consistent with statutory allowances and used to advance mobility projects identified in the Mobility Plan; (k) reasonable costs of planning, design, engineering, and construction, including mobilization, maintenance of traffic during construction and CEI (construction engineering and inspection) services of mobility projects, (l) city administration, implementation updates to the mobility plan and mobility fee, including any analysis, assessments, counts, data collection, plans, programs or studies needed for mobility projects, (m), local match for federal, state and county funded projects.

Mobility Fee Off-Set means the equivalent amount of a mobility fee associated with an existing use of a building that is being redeveloped or where a change of occupancy or use is requested. The equivalent mobility fee shall be based on the current use of the building, or the most recent use of the building for a vacant building. Upon demolition of a building, offsets shall be available for up to five years from the date of demolition, unless otherwise provided for in a written agreement with the City or specified in an implementing ordinance.

Mobility Fee Schedule means the uses for which a Mobility Fee is to be assessed on new development. The schedule includes the Mobility Fee rates per unit of measure for each land use.

Mobility Fee Technical Report shall mean the City of Boynton Beach Mobility Fee Technical Report dated January 2025 and prepared by NUE Urban Concepts, LLC that documents the analysis, data and methodology used to develop a Mobility Fee and is adopted pursuant to an implementing ordinance which authorizes imposition of the Mobility Fee.

Mobility Plan shall mean the Streets Plan, Multimodal Corridors Plan, Transit Plan, and Mobility Plan Programs included in the City of Boynton Beach Mobility Fee Technical report dated January 2025 and prepared by NUE Urban Concepts, LLC, or updates to the City's Complete Street Mobility Plan, to meet future person travel demand and serves as the basis for the City's Mobility Fee.

Mobility Plan Program shall mean mobility initiatives, plans, services, and studies that the City will undertake to implement the Mobility Plan that are not defined Mobility Projects and maybe funded by Mobility Fees.

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Mobility Plan Project shall mean corridor and intersection improvements such as bike lanes, buffered bike lanes, protected bike lanes, intersections, interchanges, landscape, shared-use paths, boardwalks, pedestrian overpasses or underpasses, roads, roundabouts, sidewalks, streets, and streetscape. Mobility Plan projects also include policies, programs and services, wayfinding, micromobility devices, and transit vehicles, lanes, stops, and facilities, along with mobility hubs. Projects can include new or additional road travel lanes and turn lanes, upgrade of roads that results in a change in functionally classification of the road, complete and low speed streets, curbless shared streets, new or upgraded traffic signals, traffic synchronization, mobilization, maintenance of traffic, survey, geotechnical and engineering, utilities, construction, PD&E, planning, engineering and inspection, utility relocation, right-of-way, easements, land acquisition, stormwater management facilities. These projects may also be referred to as Mobility Projects, Multimodal Projects, or Projects in the Mobility Fee Technical Report and Mobility Fee Ordinance.

Mode means the choice of travel that a person undertakes and can include walking, jogging, running, bicycling, paddling, scooting, flying, driving a vehicle, riding a boat, transit, taxi or using a new mobility technology.

Multi-Family Residential means a dwelling unit and shall include those uses specified in the ITE Trip Generation Manual under Land Use Codes Series 200, except for Land Use Codes 200, 210, 253, 254, and 255.

Multi-Family Residential Square Feet means the sum of the area (in square feet) of each building measured from the exterior surface of the exterior walls. This includes common areas, lobbies, leasing offices, and residential amenities not accessible to the public. Retail or office square footage leased to a third-party would pay the applicable mobility fee rate. Square footage does not include parking garages or structures.

Multimodal means multiple modes of travel including, but not limited to walking, bicycling, jogging, rollerblading, skating, scootering, riding transit, driving a golf cart, low speed electric vehicle or motor vehicle.

Multimodal facility means a sidewalk, bicycle lane, buffered or protected bicycle lane, sharrow, bicycle boulevard, high occupancy vehicle lane, shared-use path, boardwalk, pathway, transit stop, transit station, transit pull-out, crosswalk, mid-block crossing, pedestrian signal, mobility hub, low speed street, shared street, traffic calmed street, streetscape, hardscape, traffic calming, water taxi, multimodal corridor.

Multimodal transportation system means the right-of-way, easements, roads, streets, alleyways, curb-cuts, traffic control devices, stormwater management facilities, utilities, and multimodal facilities that allow for circulation, mobility, and parking within the City and accessibility to land uses, property, and modes of transportation within the City.

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Non-Residential Square Feet means the sum of the gross floor area (in square feet) of the area of each floor level under cover, including cellars, basements, mezzanines, penthouses, corridors, lobbies, stores, and offices, that are within the principal outside faces of exterior walls, not including architectural setbacks or projections. Included are all areas that have floor surfaces with clear standing head room (six feet six inches, minimum) and are used as part of the primary use of the property. If an area within or adjacent to the principal outside faces of the exterior walls is not enclosed, such as outdoor restaurant seating, areas used for storage of goods and materials, or merchandise display, and is determined to be a part of the primary use of property, this gross floor area is considered part of the overall square footage of the building. Areas for parking, circulation, ingress, egress, buffers, conservation, walkways, landscape, stormwater management, and easements or areas granted for transit stops or multimodal parking are not included in the calculation of square feet.

Office means banks, financial services, general offices, hospitals, higher education such as colleges and universities, post-secondary trade schools, and professional activities primarily involving the provision of professional or skilled services, including but not limited to accounting, legal, real estate, insurance, financial, engineering, architecture, accounting, and technology.

Office Uses means those businesses which provide professional services to individuals, businesses, or groups and which include those uses in the ITE Trip Generation Manual under Land Use Code Series 600 and 700 and includes Land Use Codes 540, 550, 911 and 912. Land Use Code 620 is included under institutional uses.

Off-site Improvement means improvements located outside of the boundaries of development activity or on the opposite side of a right-of-way not adjacent to the boundary of the development activity, excluding improvements such as mid-block crossings, traffic signals, left turn lanes that are part of development activity relate access improvements. If an improvement provides a benefit to person travel not associated with development activity such as a turn lane serving another development or an off-site sidewalk connection to a school or park shall generally be considered an off-site improvement. Off-site improvements also include mobility projects that are not a site-related or development activity requirement of the Comprehensive Plan, land development regulations, development order condition, or a condition of an access or right-of-way permit.

Overnight Lodging means places of accommodations, such as bed and breakfast, inns, motels, hotels and resorts that provide places for sleeping and bathing and may include supporting facilities such as restaurants, cocktail lounges, meeting and banquet rooms or convention facilities, and limited recreational facilities (pool, fitness room) intended for primary use by guest(s) and which include those uses specified in the ITE Trip Generation Manual under the Land Use Code Series 300.
Person Miles of Capacity (PMC) means the number of persons "capacity" that can be accommodated, at a determined standard, on a facility while walking, bicycling, riding transit, driving, or using a mobility assisted device over a defined distance.

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Person Miles of Travel (PMT) means a unit used to measure person travel made by one person where each mile traveled is counted as one person mile. PMT is calculated by multiplying person trip length by the number of person trips. The increase in future person miles of travel is used to plan mobility project needs that form the basis for a mobility fee.

Person Miles of Travel Factor (PMTf) shall mean the factor utilized to convert vehicle miles of travel to person miles of travel based on the 2022 National Household Travel Survey.

Person Travel Demand (PTD) means travel demand from development activity based on trip generation, pass-by trips, vehicle trip lengths, limited access travel, origin and destination factors, vehicle miles of travel, and person miles of travel factors. The resulting mobility fees are roughly proportional to the person travel demand per use and assessment area provided on the mobility fee schedule.

Person Trip (PT) means a trip by one person by one or more modes of travel including, but not limited to, driving a motor vehicle or low speed electric vehicle, riding transit, walking, bicycling or form of person powered, electric powered or gasoline powered device.

Person Trip Length (PTl) means the total length, in miles, of a person trip per trip purpose.

Private Education means building or buildings used for pre-school, private school, childcare, or day care where students are educated by a non-governmental entity with grades ranging from pre-kindergarten to 12th grade. Private schools do not include Charter Schools, which are exempt from local government fees per Florida Statute. Childcare and day care shall mean a facility where care for young children is provided, normally during the daytime hours. Day care facilities generally include classrooms, offices, eating areas and playgrounds. Postsecondary education falls under office uses. These uses are under ITE Trip Generation Manual under Land Use Code Series 500.

Quality of Service (QOS) means a quantitative stratification of the quality of service of personal mobility stratified into six letter grade levels, with "A" describing the highest quality and "F" describing the lowest quality: a discrete stratification of a quality-of-service continuum.

Residential Uses mean a dwelling unit and shall include those uses specified in the ITE Trip Generation Manual under the Land Use Code Series 200, except for Land Use Codes 253, 254, and 255.

Retail means personal service and retail uses. This includes land uses under ITE Land Use Codes Series 800, and 900. Retail includes all uses that do not fall under High Impact or Convenience Retail uses.

Retail Drive-Thru means any drive-thru lane associated with a personal service or retail use. The drive-thru may include an order window or a door, window, or other means of access to drop-off or pick-up of goods, items, services, ordered through a mobile app or online. Common uses include dry cleaners or pharmacies. Increasingly retail uses include drive-thru lanes to pick up ordered goods. Drive-thru lanes associated with a bank, fast food or quick service restaurant, financial institution, or

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auto / car wash are assessed additive Mobility Fees. Retail uses include those under ITE Land Use Codes Series 800 and 900, except those land uses included on the Mobility Fee schedule with established Mobility Fee rates.

Retail Uses mean those commercial activities which provide for sale, lease, or rent of goods, products, services, vehicles, or accommodations for use by individuals, businesses, or groups and which include those uses specified in the ITE Trip Generation Manual under Land Use Code Series 800 and 900.

Service Standard means the adopted or desired quality or level of service for a bicycle facility, pedestrian facility, roadway, shared-use multimodal facility, or transit.

Shell Building means the foundational and structural elements that separate interior and exterior space and includes the roof, walls, windows, doors, mechanical systems, and rough plumbing and electric. Common areas are typically finished. Interior spaces are designed to be finished by the tenant with wall coverings, ceiling, flooring, lighting, electrical and plumbing finishes, and furnishings. The floor may or may not be finished with concrete to allow for flexibility in the location of plumbing service lines.

Single-Family Residential means a dwelling unit and shall include those uses specified in the ITE Trip Generation Manual under Land Use Codes 210 and 215 Series 200, except for Land Use Codes 253, 254, and 255. Residential includes tiny homes and accessory dwelling units.

Single-Family Residential Square Feet means the sum of the area (in square feet) of each dwelling unit measured from the exterior surface of the exterior walls.

Streetscape means hardscape elements such as pavers, benches, lighting, trash and recycling receptacles, fountains, seating, shade structure, crosswalks, landscape elements such as canopy and understory trees, shrubs, bushes, grasses and flowers, green infrastructure and architectural structures and projections that provide shade and protection from various weather conditions.
Trip means travel between locations, often times between an origin, such as a home, to a destination, such as a business, but the trip can end and begin at the same location, such as walking a dog in the neighborhood where the home is both the origin and destination.

Trip Length shall mean the length of a trip per trip purpose.

Trip Purpose means the primary purpose at the destination of a trip such as travel to buy goods, services, or meals, entertainment, recreation, school, work, places of assembly, errands, medical, day care, or work related. Trip purpose may be either home based, meaning the trip originates at a residence, or non-home based, meaning the trip originates at a destination other than a residence.

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Use shall mean a use of land for residential or non-residential purposes. For Mobility Fee purposes the terms land use and use are interchangeable. The inclusion of a land use or use on the Mobility Fee schedule does not mean that land use or use is permitted by the City's Comprehensive Plan or Land Development Regulations.

Vehicle Miles of Travel (VMT) means a unit to measure vehicle travel made by a motor vehicle where each mile traveled is counted as one vehicle mile regardless of the number of persons in the vehicle. VMT is calculated by multiplying the length of a road segment by the total number of vehicles on that road segment.

Vehicle Occupancy (VO) means the total number of persons in a single motor vehicle making a trip.

Vehicle Trip means a single motor vehicle, regardless of the number of persons in the motor vehicle.

Any defined term in this Technical Report does not supersedes definitions in the City's Comprehensive Plan or Land Development Regulations for purposes of non-mobility fee related items.

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MOBILITY PLAN PROGRAMS

The updated Mobility Plan Projects identifies Mobility Plan Programs to be developed. Several of the Programs would implement Mobility Projects identified in the Streets Plan, the Multimodal Corridors Plan, and the Transit Plan. The following are the Mobility Plan Programs **(Appendix I)**:

(1) **Low Speed Streets Program:** The City shall consider development of a Low Speed Streets Program to provide residents various low speed street treatments that could be applied to streets in their neighborhood. The intent of the program is to be resident driven, where residents gather support from their adjacent neighbors to implement low speed street treatments and traffic calming measures. Initial priority areas are those streets that provide access to parks, schools, and connectivity between multimodal corridors. Low Speed Streets feature posted speed limits between 20 MPH and 25 MPH that carry low traffic volumes and feature changes to the physical geometry of the street right-of-way to achieve these posted speed limits. Physical changes can include treatments such as narrow travel lanes through restriping to add on-street parking, on-street bicycle lanes, or pilot projects that add on-street sidewalks through pavement markings where sidewalks do not exist. Physical changes may also include traffic calming features such as such as chicanes, chokers, curb extensions, mini traffic circles, painted or raised intersections, roundabouts, or speed tables. The Program may also include green street improvements such as reclaiming existing swales with low impact development stormwater treatments or adding canopy and understory street trees.

(2) **Micromobility & Low Speed Electric Vehicle Program:** The City shall consider development of a Micromobility & Low Speed Electric Vehicle Program and Ordinance regulating the use of micromobility devices (e.g., e-bike, e-scooters) and low speed electric vehicles within the City. The City will coordinate with the County and FDOT regarding use of micromobility devices and low speed electric vehicles on and crossing County and State Roads. The Program and Ordinance will address hours of operation, safety, providers, rentals, and equipment.

(3) **Vision Zero Action Plan:** Vision Zero is a national program that seeks to eliminate all traffic fatalities and severe injuries, while increasing education, safety, health, and mobility for all users. A Vison Zero Action Plan uses crash data to identify the high injury crash network, then programs countermeasures (including but not limited to capital improvements, law enforcement campaigns, and safety studies) to address the documented safety deficiencies.

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(4) **Wayfinding Program:** The City shall consider development of a wayfinding program to further enhance the efficiency of the transportation system, improve access, and facilitate placemaking. Wayfinding and route signage are an essential component of multimodal planning elements beyond construction of a continuous, interconnected network of multimodal infrastructure. Wayfinding can be both physical and virtual tools that provide predictability and consistency in the way people find their point of interests. The Wayfinding Program would establish a brand identity and design standards and specifications for signage, maps, a digital app, etc.

(5) **ADA Curb Ramp Retrofit Program:** Fund upgrades to existing curb ramps to enhance mobility, safety, improve the quality of service in the community and comply with the American with Disability Act (ADA) requirements. The projects identified through the Curb Ramp Upgrade Program can be used for future Mobility Plan and Mobility Fee updates.

(6) **Mobility Access Program:** Develop programs and pursue funding sources and public private opportunities to provide bikes, electric bikes, electric scooters, and passes for car share, ride share, and transit services to provide mobility to underserved members of the community.

(7) **Multimodal Plans, Programs, Services & Studies:** Prepare corridor, multimodal, street, and transit plans and studies, develop traffic count program, pursue matching grant fund opportunities through County, FDOT, Federal, State, and TPA Funding Programs, update mobility plan and fee, develop complete street policies, design standards, and programs. Explore shared mobility services and shared mobility, microtransit and transit services with adjacent municipalities, FDOT, Palm Beach County, transit authorities and private entities.

(8) **Mobility Plan & Fee Implementation Program:** Update the Comprehensive Plan to reflect the updated Mobility Plan projects and adoption of a Mobility Fee. Further explore establishing Street, Multimodal, and Transit Quality of Service Standards. Develop follow-on plans, studies, and establish criteria and standards for Walking & Streetscape Enhancements, Multimodal Corridors, Curbless Shared Streets, Multimodal Crossing Evaluations, and Water Taxi Service. Consider development of mobility fee administrative manual or policies and service charges. Actively implement Mobility Plan Projects and Programs.

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RECOMMENDED NEXT STEPS

The adoption of the updated Mobility Plan Projects and Mobility Fee requires additional tasks to administer and implement. The following are recommended next steps that the City of Boynton Beach should consider commencing:

(1) **Complete Street Plan Update:** The City intends to update its Complete Street Mobility Plan in 2025. The updated will incorporate and may further define and refine the updated Mobility Plan Projects. The update would also further evaluate quality of service standards and the establishment of park once environments.

(2) **Comprehensive Plan Amendment:** Within one year from the date of adoption of the Mobility Fee, the City will need to amend the Comprehensive Plan to recognize adoption of the updated Mobility Plan Projects and Mobility Fee and amend policies related to Transportation Concurrency Exception Areas (TCEA's) and Transportation Concurrency. The Amendments should also integrate street, multimodal, and transit quality of service (QOS) standards into the Comprehensive Plan. The City would utilize the Multimodal Characteristics Inventory developed as part of the Mobility Fee as part of the Data, Inventory, and Analysis (DIA) in support of the amendment **(Appendix Z)**.

(3) **FDOT, Palm Beach Transportation Planning Agency (TPA) Coordination:** Boynton Beach should begin discussions with FDOT and the Palm Beach TPA on integrating the Mobility Plan projects into any updates of the 2050 LRTP. The coordination should also address the incorporation of mobility projects into existing funded and planned projects, and the pursuit of funding for mobility projects through existing or upcoming grant and funding request.

(4) **Palm Beach County Interlocal Agreement:** Boynton Beach should begin discussions with the County to enter into an updated Interlocal Agreement consistent with the requirements of HB 479 and Florida Statute Section 163.3180 and. The Interlocal Agreement should address the funding of mobility projects on County and State Roads through any extension of the County's infrastructure sales tax and the $32 million dollars of road impact fees that the County has collected over the past 20 years (**Appendix L1 & L2**).

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(5) **Annexation of Unincorporated Property**: The City should consider pursing annexations of unincorporated Palm Beach County areas adjacent to the City and in enclaves that could potentially be developed or redeveloped to increase mobility fee revenues. These areas are using the multimodal transportation system within the Mobility Study Area. The City would better be able to coordinate Mobility Projects and review the impacts from development.

(6) **Service Charge Study:** Boynton Beach should also consider undertaking a service charge study for administering and implementing its Mobility Fee. Florida Statute limits administrative charges to the cost of administering and implementing mobility fees. The service charge study would provide a factual basis for assessment of a service charge to offset administrative cost. The service charge would also address future updates and application fees for special studies, request for credits or offsets, and special assessments.

(7) **Administrative Manual:** Boynton Beach should consider developing or updating administrative procedures to administer and implement the Mobility Fees. The mobility fee ordinance will address big picture legal and statutory requirements. The Administrative Manual will govern day to day administration and provide the City with continuity of service should staff turnover occur.

(8) **Traffic Count Program:** Boynton Beach should consider collecting traffic counts on collectors, minor collectors and major local roads throughout the City. Future County negotiations and the pursuit of funds for safety and mobility will depend on having existing traffic count data. The Low Speeds Streets Pilot Program and Vision Zero program will also benefit from more recent and localized traffic data.

(9) **Mobility Hubs:** Boynton Beach should consider integrating mobility hubs as part of existing and future transit service. Mobility Hubs are the evolution of transit and bus stops that provides safe and convenient drop-off and pick-up areas for microtransit, transit, and shared mobility services, incorporates lockers for package and mail delivery, adds spaces for mobile delivery services, provides stations for bikes and micromobility devices, and charging stations for electric vehicles. The City's LDRs could be updated to provide development with the opportunity to partially reduce off-street parking through the construction of a mobility hub.

(10) **Land Development Regulations:** The Land Development Regulations should be updated to address necessary changes to transition from a transportation concurrency exception area system to a mobility fee system. The City should also consider replacing traffic impact analysis with site access assessments or mobility solutions reports.

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The LDRs should be updated to ensure that new development is designing its internal streets in a Complete Street manner and that external impacts and improvements appropriately address multimodal transportation. The City should also consider implementing FDOT's Context Classification and expand on the initial application of FDOT's Context Classification that has already been undertaken as part of the Mobility Plan **(Figure 22)**.

Figure 22. FDOT's Context Classification



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CONCLUSION

The City of Boynton Beach 's Mobility Fee is based on the updated Mobility Plan Projects. The future travel demand analysis provided in this Technical Report clearly demonstrates there is growth in travel demand projected within the City. The updated Mobility Plan Projects establishes the framework over the next 20 years to move people, provide choices, and meet future travel demand through expansion of the City's multimodal transportation system. The City intends to update its Complete Street Mobility Plan in 2025. The updated Plan will incorporate and may further define and refine the updated Mobility Plan Projects. The update would also further evaluate quality of service standards and the establishment of park once environments.

The City's Mobility Fee is a streamlined, equitable way for development activity to mitigate its impact to the multimodal transportation system. Updated Mobility Plan Projects and the Mobility Fee are based on the projected increase in person miles of travel and person miles of capacity between 2024 and 2045: consistent with the **"needs"** requirement of the dual rational nexus test. The Mobility Fee is also based on the person travel demands attributable to development activity and is roughly proportional to the impact the new development has on City, County, and State Roads within the Mobility Study Area, consistent with Florida Statute Sections 163.3180 and 163.31801.

The implementation of a Mobility Fee Benefit District, where a Mobility Fee paid by development is to be expended to fund projects within the Mobility Fee Benefit District, ensures that the Mobility Fee will meet the **"benefits"** requirement of the dual rational nexus test. The City's Mobility Fee will be implemented within the Assessment Area and collected by the City on development that results in an increase in person travel demand. The Mobility Fee has been developed to offset the impact of development on City, County, and State Roads within the Mobility Study Area.

The updated Mobility Plan Projects, based on growth in population and increases in person miles of travel, includes Mobility Projects that provide the person capacity **"needed"** to meet the travel demands of development. The new growth evaluation demonstrates that development is not being assessed more than its **"attributable and assignable"** share of the cost of the updated Mobility Plan Projects. The person travel demand for each use included in the Mobility Fee schedule meets the **"rough proportionality test"** established through case law.

It is strongly recommended that any use of Mobility Fee revenues be included in the City's CIP. The City's Chief Financial Officer, or functional equivalent, is required as part of the City's Annual Financial Report submitted to the State of Florida, to submit a statement that the Mobility Fees were collected and expended consistent with Florida Statute 163.31801.

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The recently adopted HB 479 requires municipalities and counties that both assess transportation mitigation within a municipality to enter into an interlocal agreement. The amendments in HB 479 states that only one (1) fee to mitigate transportation impacts from new development may be assessed and that the local government that issues building permits is to be the entity that collects the transportation mitigation. HB 479 provides additional guidance for a municipality to enter into an interlocal agreement with a county to negotiate expenditure of the transportation mitigation.

Over the next 20 years, the total cost of the updated Mobility Plan Projects is $271,969,256. This Technical Report includes a section that identifies the updated Mobility Plan Projects that are located on County Roads. **These Mobility Plan Projects are projected to cost $28,432,500, which represents 10.45% of the overall cost of the Mobility Plan Projects.**

This Technical Report includes an analyses of Palm Beach County road impact fee collections from new development within the City. **The analyses show that over the past 20 years, the County has collected over $32 million in road impact fees from new development in Boynton Beach.** The annual impact fee reports prepared by the County during that time frame indicate that the County has expended roughly $2 million in the City. It is recommended that the City utilize the information provided in this Technical Report to negotiate an interlocal agreement with the County.

The City's next step is to adopt a Mobility Fee Ordinance. The Mobility Fee Ordinance would establish the effective date for the Mobility Fee. The City will need to notify the County that upon adoption of the Mobility Fee, that City would no longer be collecting Palm Beach County's road impact fee from new development within the Mobility Fee Assessment Area. The City will need to begin discussions with the County on an updated interlocal agreement consistent with HB 479. Within a year from the date of adoption of the Mobility Fee Ordinance, the City will need to amend its Comprehensive Plan to ensure it is consistent with Florida Statute and fully implements the updated Mobility Plan Projects and Mobility Fee. The amendment should reflect any Complete Street Mobility Plan updates.

The City of Boynton Beach Mobility Fee Technical Report, dated January 2025, documents future growth, the **"need"** for updated Mobility Plan Projects, the data and methodology used to develop a Mobility Fee to mitigate the impact of new development, and the establishment of a **"benefit"** district. The updated Mobility Plan Projects and Mobility Fees meets legally established dual rational nexus requirements for **"need"** and **"benefit"** and the Mobility Fee is **"rough proportionality"** to the impact of new development. The updated Mobility Plan Projects and Mobility Fee have been developed consistent with the requirements of Florida Statute Sections 164.3164, 163.3180, 163.31801, and Florida Statute Chapter 380.

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City of Boynton Beach

Maps

January 2025

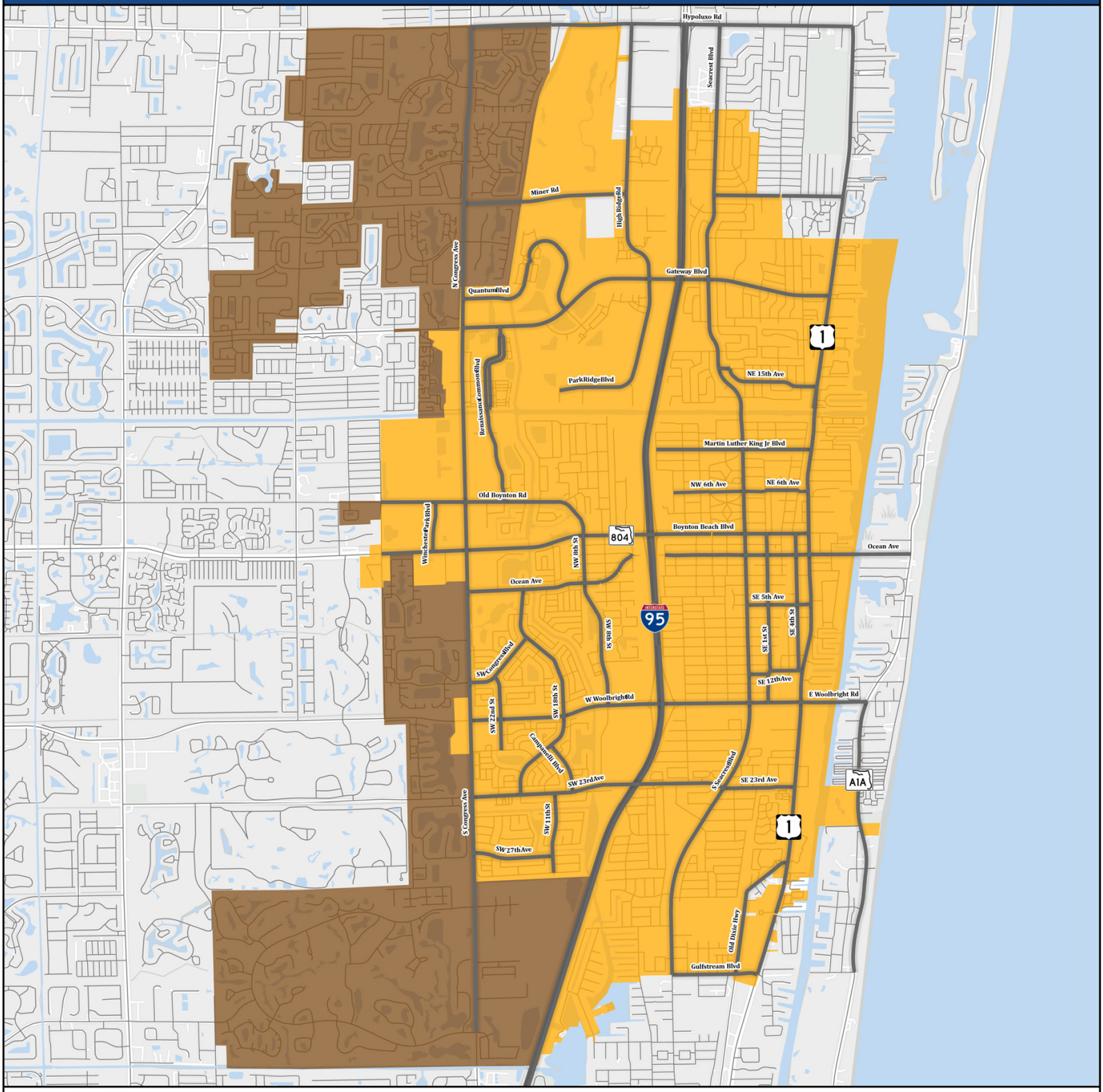
MAPS

Map A.	**Mobility Fee Assessment Area**
Map B.	**Mobility Fee Benefit District**
Map C.	**Mobility Study Area**
Map D.	**Streets Plan**
Map E.	**Multimodal Corridors Plan**
Map F.	**Transit Plan**
Map G.	**Low Speed Streets Pilot Program**
Map H.	**Origin & Destination Evaluation: County Road Impact Fee Zones**
Map I.	**Origin & Destination Evaluation: Mobility Study Area**

MAP A

Mobility Fee Assessment Area

City of Boynton Beach Updated Mobility Plan Projects
Mobility Fee Assessment Area



Road Network

Assessment Area

City of Boynton Beach Outside of Assessment Area

City of Boynton Beach (Legend Only)

0 0.25 0.5 1 Miles

N

CITY OF BOYNTON BEACH

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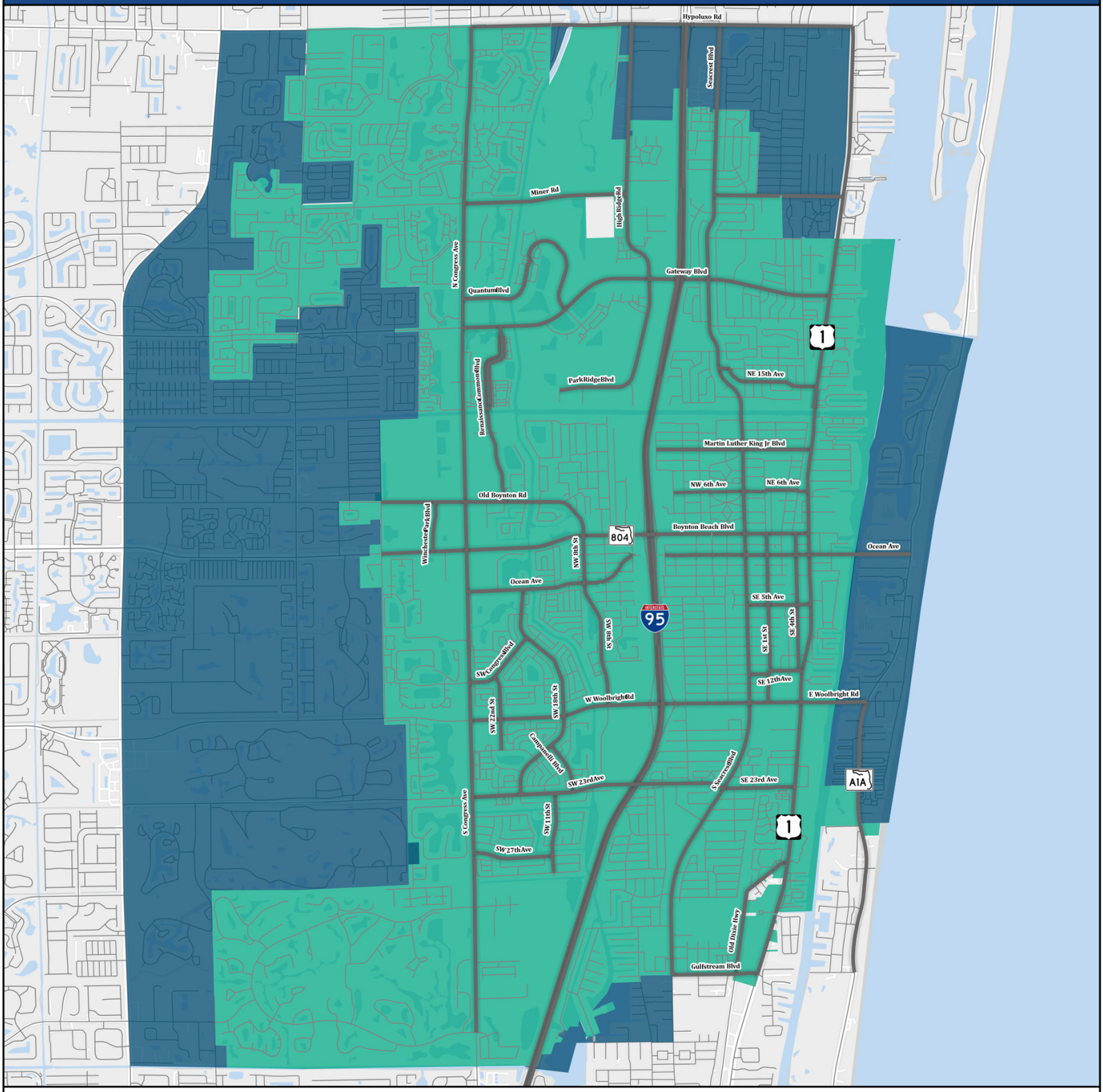
MAP B

Mobility Fee
Benefit District

City of Boynton Beach Updated Mobility Plan Projects

Mobility Fee Benefit Districts



- Road Network
- Benefit District
- Extra Jurisdictional Benefit District
- City of Boynton Beach (Legend Only)

0 0.25 0.5 1 Miles

N

CITY OF BOYNTON BEACH

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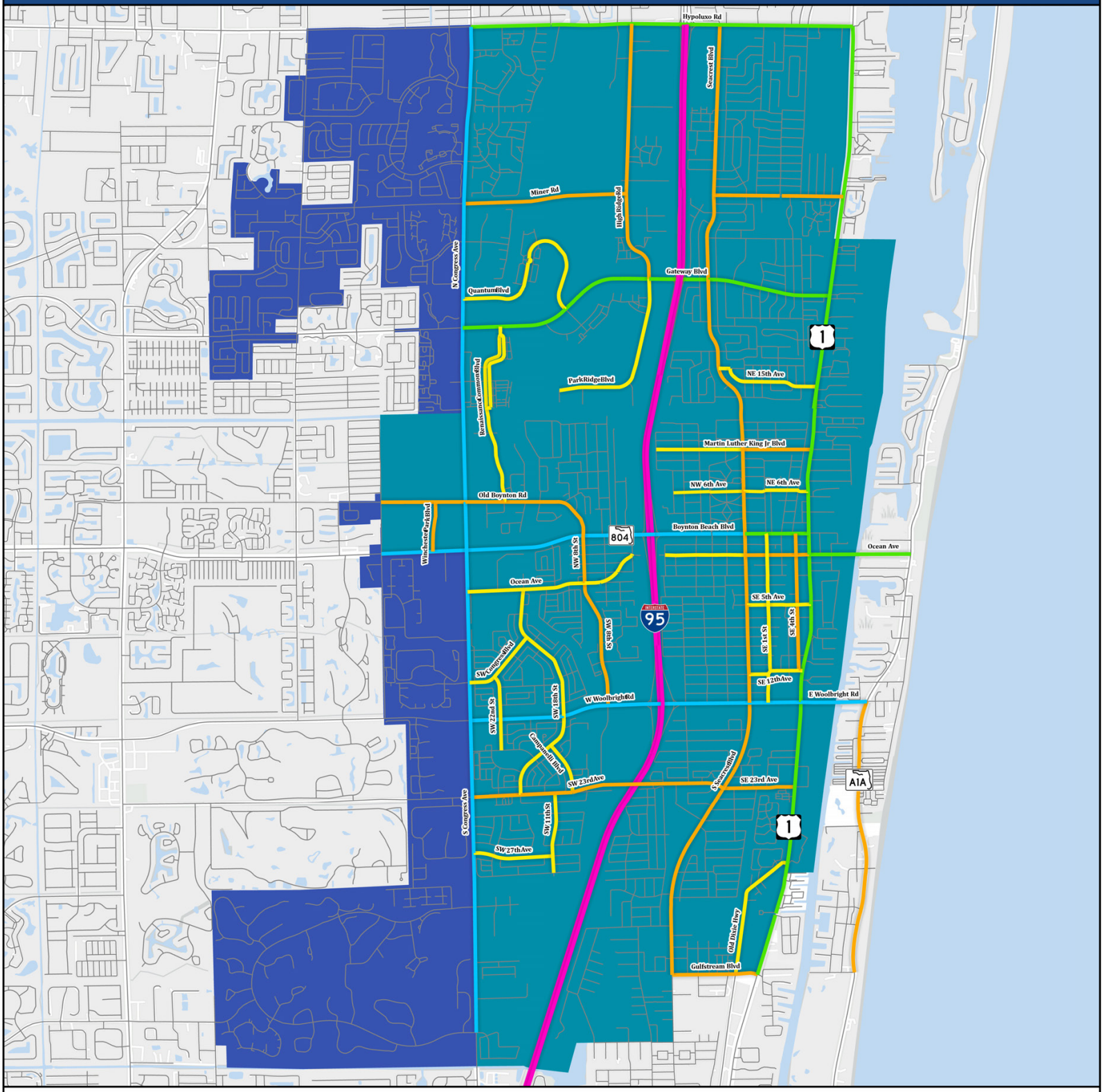
MAP C

Mobility Study Area

City of Boynton Beach Updated Mobility Plan Projects

Mobility Study Area & Road Network



- Interstate
- Principle Arterial
- Minor Arterial
- Major Collector
- Minor Collector
- Mobility Study Area
- City of Boynton Beach Outside of Mobility Study Area
- City of Boynton Beach (Legend Only)

0 0.25 0.5 1 Miles

N

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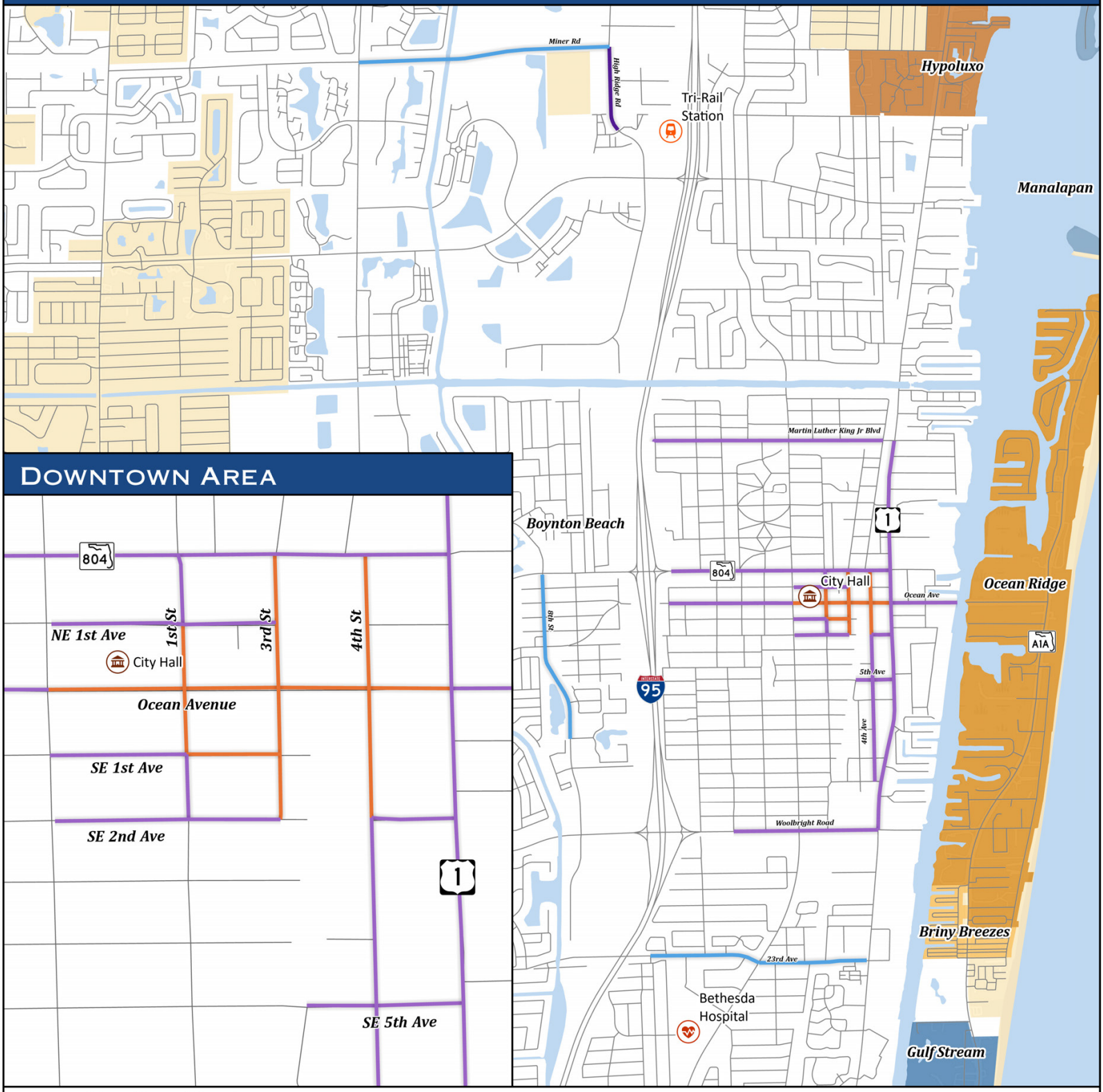
MAP D

Streets Plan

City of Boynton Beach Updated Mobility Plan Projects

Streets Plan



CITY OF BOYNTON BEACH

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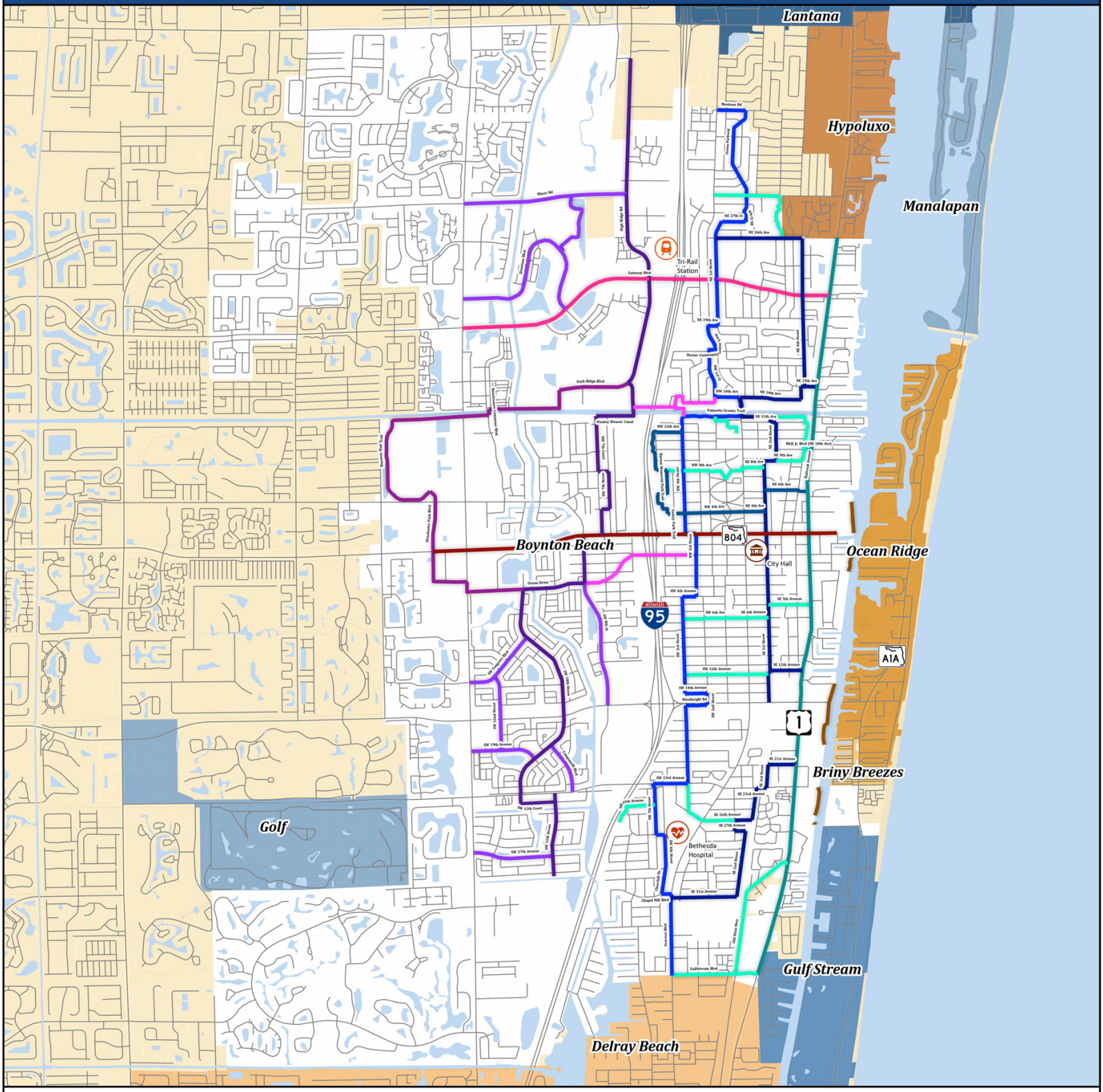
MAP E

Multimodal Corridors Plan

City of Boynton Beach Updated Mobility Plan Projects

Multimodal Corridors Plan



- Boardwalk
- Major Multimodal Corridor (BB)
- Major Multimodal Corridor (East)
- Major Multimodal Corridor (Galaxy)
- Major Multimodal Corridor (Gateway Blvd)
- Major Multimodal Corridor (US 1)
- Major Multimodal Corridor (West)
- Minor Multimodal Corridor (East)
- Minor Multimodal Corridor (West)
- Multimodal Corridor Evaluation
- Principal Multimodal Corridor (East)
- Principal Multimodal Corridor (West)
- City of Boynton Beach (Legend Only)
- Unincorporated Palm Beach County

0 0.25 0.5 1 Miles

N

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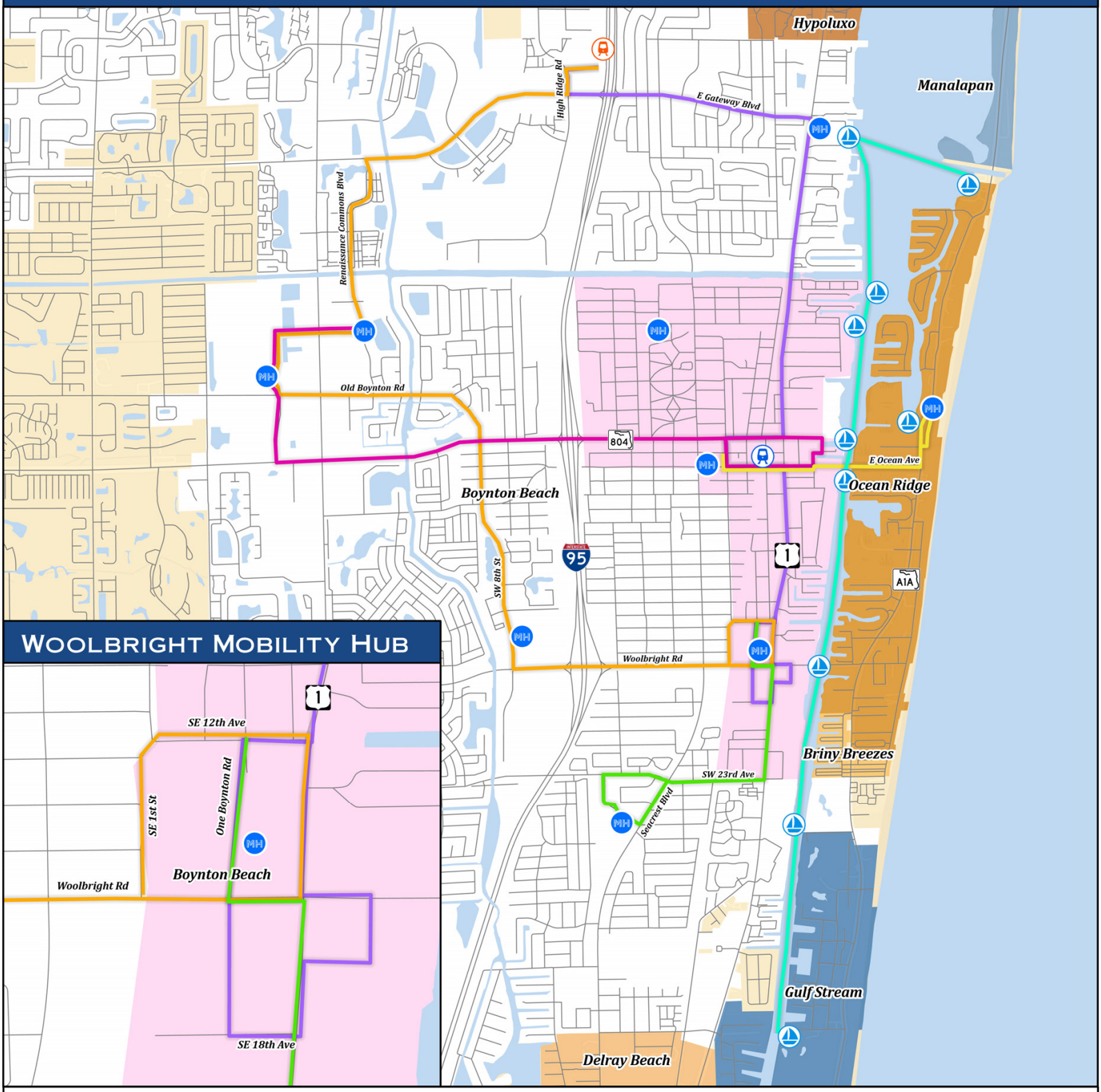
MAP F

Transit Plan

City of Boynton Beach Updated Mobility Plan Projects
Transit Plan



- Downtown to Beach
- Boynton Water Taxi
- Circulator East
- Circulator West
- Downtown to Mall
- Woolbright to Hospital District
- Water Taxi
- Mobility Hub
- Rail Hub (Existing)
- Rail Hub (Future)
- On Demand Transit Area
- City of Boynton Beach (Legend Only)
- Unincorporated Palm Beach County

0 0.17 0.35 0.7 Miles

N

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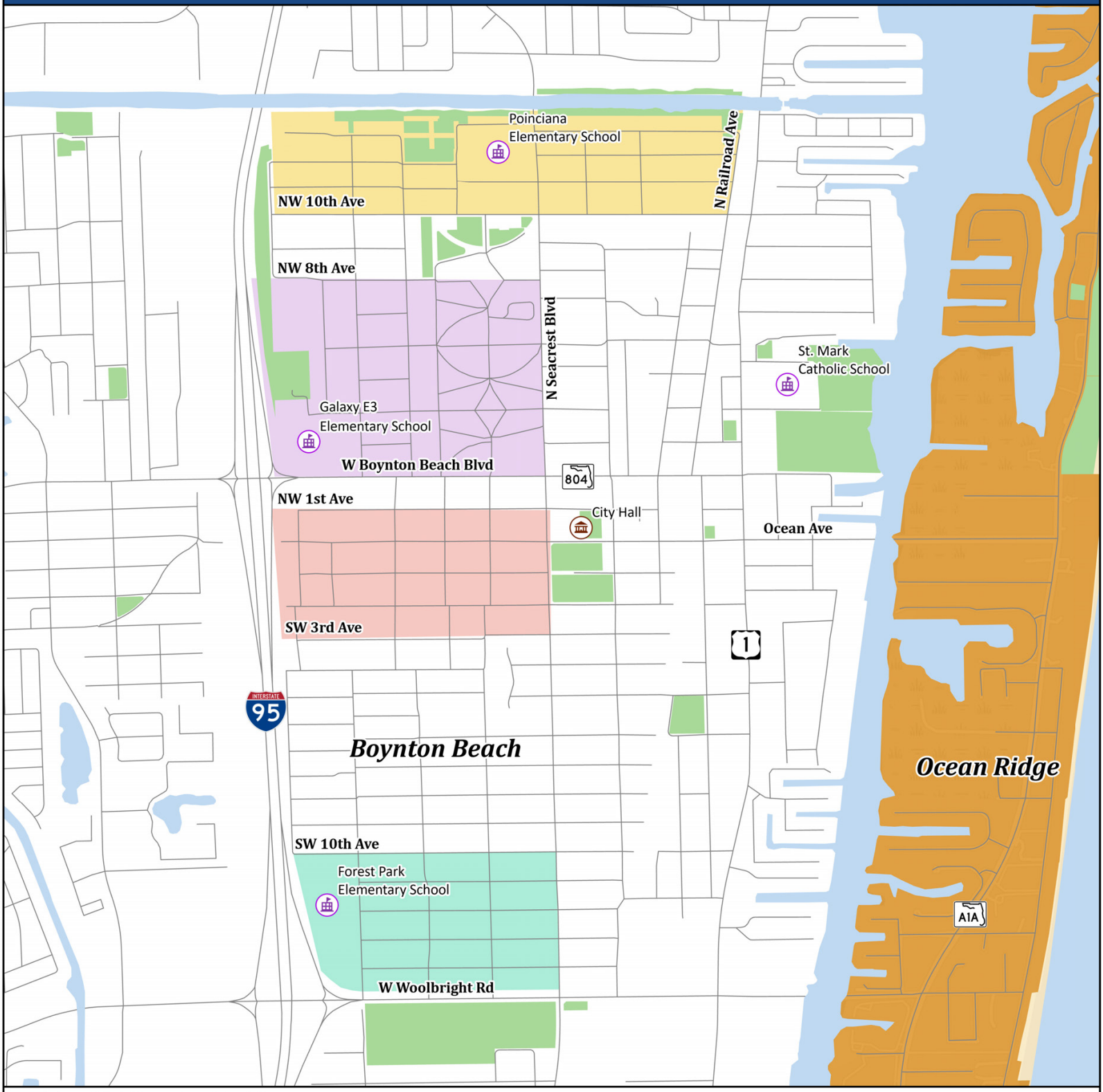
MAP G

Low Speed Streets
Pilot Program

City of Boynton Beach Updated Mobility Plan Projects
Low Speed Streets Plan



- Forest Park Elementary School Area
- Galaxy E3 Elementary School Area
- Neighborhood Low Speed Street Area
- Poinciana Elementary School Area
- Unincorporated Palm Beach County
- Parks / Greenspace

0 0.13 0.25 0.5 Miles

N

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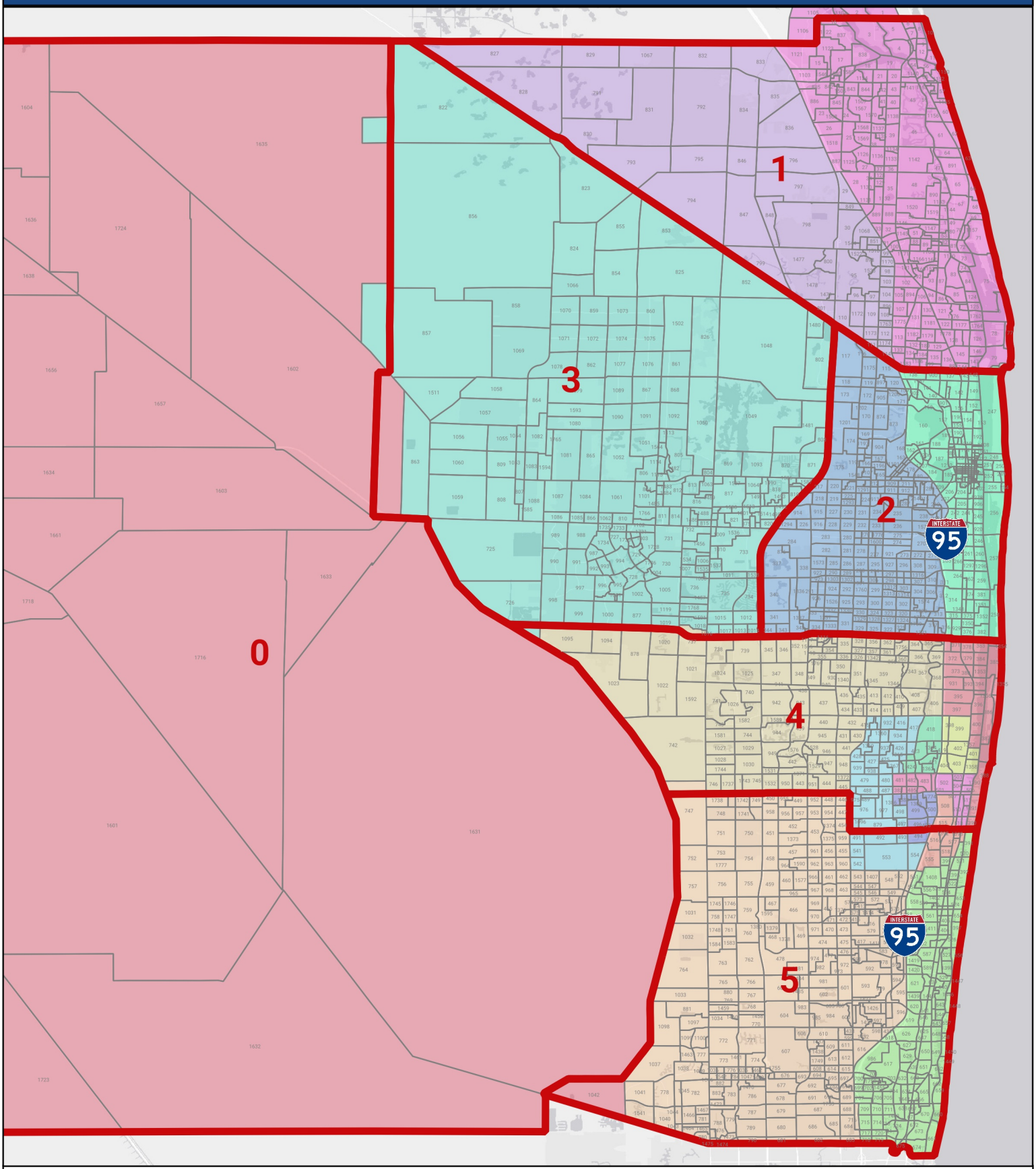
MAP H

Origin & Destination Evaluation: County Road Impact Fee Zones

ORIGIN & DESTINATION EVALUATION:

COUNTY ROAD IMPACT FEE ZONES

(Using Traffic Analysis Zones from SERPM 8.541)



Select Districts

TAZ

PBC RIF Zones

0 1.5 3 mi

N

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606

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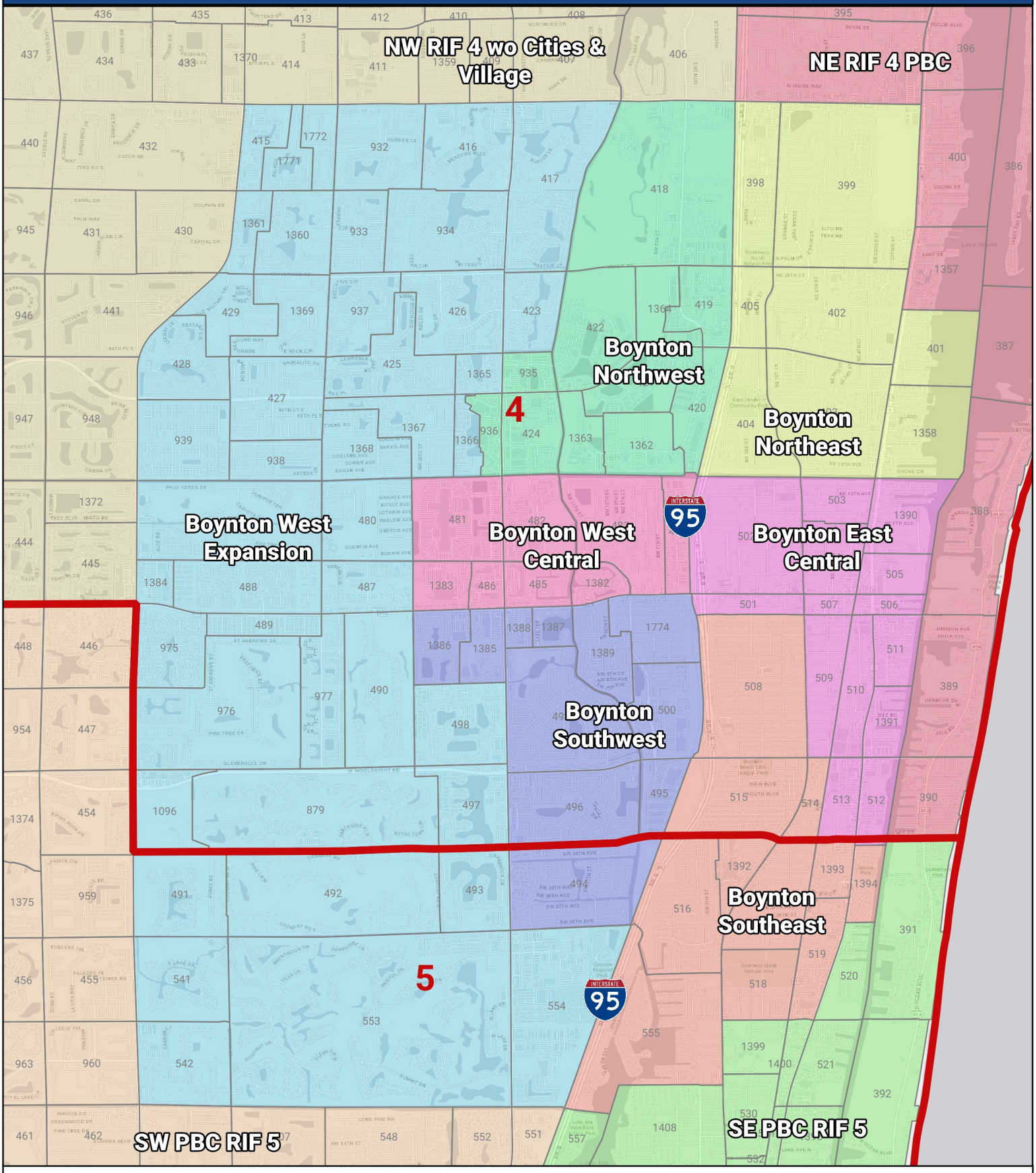
MAP I

Origin & Destination Evaluation: Mobility Study Areas

ORIGIN & DESTINATION EVALUATION:

MOBILITY STUDY AREA

(Using Traffic Analysis Zones from SERPM 8.541)



Select Districts

TAZ

PBC RIF Zones

0 0.25 0.5 mi

N

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City of Boynton Beach

Appendices

January 2025

APPENDICES

Appendix A.	Florida Commerce Transportation Planning Guidance
Appendix B.	Laws of Florida HB 479 (Chapter 2024 – 266)
Appendix C.	Impact Fee Act (Florida Statute Section 163.31801)
Appendix D.	Traffic Characteristics Data
Appendix E.	2022 National Household Travel Survey Data
Appendix F.	Streets Plan
Appendix G1.	Multimodal Corridors Plan
Appendix G2.	Multimodal Corridors Plan Detail: East
Appendix G3.	Multimodal Corridors Plan Detail: West
Appendix H.	Transit Plan
Appendix I.	Mobility Plan Programs
Appendix J.	FDOT Generalized Tables
Appendix K.	Planning Level Cost (PLC) & Planning Level Capacities (PLC)
Appendix L1.	County Road Impact Fee Collections from Boynton Beach (2014 to 2023)
Appendix L2.	County Road Impact Fee Collections from Boynton Beach (2003 to 2013)
Appendix M.	Trip Generation
Appendix N.	Person Travel Demand per Use (PTDu)
Appendix O.	2022 National Household Travel Survey Data: Trip Purpose
Appendix P.	Palm Beach County: Household Travel
Appendix Q.	Interstate 95 Ramp Volumes
Appendix R.	Mobility Fee Schedule
Appendix S.	Residential Square Footage & Bedrooms
Appendix T.	Bedrooms & Household Vehicles
Appendix U.	2022 National Household Travel Survey: Household Vehicles
Appendix V.	Downtown Development Inventory (Recently Built & Under Review)
Appendix W.	Downtown Development Parking Inventory (Recently Built & Under Review)
Appendix X.	Origin & Destination Evaluation
Appendix Y.	Comparison of Mobility Fees with County Road Impact Fees
Appendix Z.	Multimodal Characteristics Inventory

APPENDIX A

Florida Commerce
Transportation Planning Guidance

Transportation Planning

Community Planning

Community Planning Table of Contents

- Areas of Critical State Concern Program
- Accessing Comprehensive Plans and Plan Amendments (Florida Papers)
- ORC Reports and Notices of Intent
- Property Rights Element
- Evaluation and Appraisal Review of the Comprehensive Plan
- General Information About Developments of Regional Impact and Florida Quality Developments
- Developments of Regional Impact Repository
- List of Local Governments Qualifying as Dense Urban Land Areas
- Revitalization of Expired Homeowners Association Declarations and Covenants

Community Planning Staff Directory (Alphabetical)

- Community Planning Review Team Assignments

Community Services

Community Development Block Grants

Community Partnerships

Broadband

Rural Community Programs

Special Districts

Homeowner Assistance

Transportation Element

Section 163.3177(6)(b), Florida Statutes, establishes the requirements for transportation and mobility planning in local government comprehensive plans. Comprehensive plans must focus on providing a multimodal transportation system that emphasizes public transportation systems, where feasible, and encourages economic development through flexible transportation and mobility options for Florida communities. Links to transportation planning related issues and organizations are included below to help provide additional information on transportation mobility planning in Florida.

Multimodal Transportation

A multimodal transportation system recognizes the importance of providing mobility options through a variety of integrated travel modes, such as by bus or rail transit, bicycle, automobile, or foot. A well-designed multimodal transportation network minimizes impacts to the environment and enhances the livability of neighborhoods by increasing transportation options, expanding access, and increasing connectivity between destinations.

A well-designed and efficient transportation network can help create a sustainable development pattern that contributes to the community's prosperity, enhances transportation efficiency by minimizing vehicle trips and contributes to a healthier environment by reducing air pollution and greenhouse gas emissions.

The Transportation Element of a local government's comprehensive plan should contain policies that will create a well-connected multi-modal transportation network; support increased residential densities and commercial intensity; help walking become more practical for short trips; support bicycling for both short- and long-distance trips; improve transit to serve frequented destinations; conserve energy resources; reduce greenhouse gas emissions and air pollution; while maintaining vehicular access and circulation. Key multimodal transportation strategies can include the following:

- Create an interconnecting grid network of streets, connectors, arterials and sidewalks that provide a complete and accessible transportation network;
- Establish land use patterns that support a mixture of residential, commercial and retail uses, and dense populations and urban intensities, so that transit service may be provided more efficiently and economically;
- Increase the viability of pedestrian and bicycle travel;
- Integrate land use and transportation planning to create communities that provide transportation choice; and,
- Accommodate the flow of freight throughout the state so that the economy can continue to grow.

Other multimodal transportation planning efforts, such as transit-oriented developments, defined in section 163.3164(46), Florida Statutes, are being developed and planned by the Cities of Boca Raton, Clearwater, Gainesville, Jacksonville, Miami, Tampa and West Palm Beach, and in Broward, Miami-Dade, Palm Beach and Pinellas Counties and other locations. Below are a several examples of successful multimodal transportation planning efforts in Florida:

- **Alachua County, Department of Growth Management, Transportation Planning** - Alachua County's Mobility Plan includes transit-oriented development and multimodal transportation planning as one of several methods being implemented to provide mobility options.
- **City of Gainesville Comprehensive Planning** - The City of Gainesville comprehensive plan includes six mixed-use categories and eight Special Area Plans based on Traditional Neighborhood Development standards and an established Urban Infill and Redevelopment Area.

Complete Streets

Complete Streets is a transportation strategy to develop an integrated, connected networks of streets that are safe and accessible for all users, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities. According to Smart Growth America and the National Complete Streets Coalition, *Complete Streets* make active transportation such as walking and bicycling convenient, provide increased access to employment centers, commerce, and educational institutions, and allow greater choice in travel.

In Florida, complete streets are *context-sensitive*. For example, a street considered complete for use within a dense urban area would look and function very differently from one located in a rural area, and a complete suburban street would look and function differently from both the urban and rural complete streets. One way to think about what elements are necessary to create a complete street is to determine its context within the community and based upon that context, match the design and operation of that street with the direction and guidance provided in the local government's comprehensive plan.

As an example, some communities use an Urban-Rural Transect (or simply *Transect*) to assign portions of their community into approximately five or six "context zones" based on the degree of development intensity desired and geographic location, ranging from very low intensity rural context zones to more intense urban context zones. For each context zone, the community establishes a context in terms of appropriate public facility design, urban design, general spatial form, and appropriate street types.

This approach allows the local government to determine, in its comprehensive plan or other public planning document, which portions of the community fit within which context zone, and to provide guidance within the comprehensive plan as to what mobility functions (such as walking, biking, transit use) are most important in that context zone, and what design features and operational characteristics are appropriate for streets in that location.

Several examples of communities have initiated complete streets planning in Florida. Here are a few excellent examples:

- Model Design Manual for Living Streets - Los Angeles County, 2011
- Deerfield Beach Complete Street Guidelines
- Ft. Lauderdale Complete Streets

Transportation Concurrency

In accordance with the Community Planning Act, local governments may establish a system that assesses landowners the costs of maintaining specified levels of service for components of the local government's transportation system when the projected impacts of their development would adversely impact the system. This system, known as a concurrency management system, must be based on the local government's comprehensive plan. Specifically, the local government comprehensive plan must provide the principles, guidelines, standards, and strategies, including adopted levels of service, to guide the application of its transportation concurrency management system.

Prior to June 2, 2011, transportation concurrency was mandatory for local governments. Now that transportation concurrency is optional, if a local government chooses, it may eliminate the transportation concurrency provisions from its comprehensive plan and is encouraged to adopt a mobility fee based plan in its place (see below). Adoption of a mobility fee based plan must be accomplished by a plan amendment that follows the Expedited State Review Process. A plan amendment to eliminate transportation concurrency is not subject to state review.

It is important to point out that whether or not a local government chooses to use a transportation concurrency system, it is required to retain level of service standards for its roadways for purposes of capital improvement planning. The standards must be appropriate and based on professionally accepted studies, and the capital improvements that are necessary to meet the adopted levels of service standards must be included in the five-year schedule of capital improvements. Additionally, all local governments, whether implementing transportation concurrency or not, must adhere to the transportation planning requirements of section 163.3177(6)(b), Florida Statutes.

Mobility Fee Based Plans

If a local government elects to repeal transportation concurrency, it is encouraged to adopt an alternative mobility funding system that uses one or more of the tools and techniques identified in section 163.3180(5)(f), Florida Statutes:

- Adoption of long-term strategies to facilitate development patterns that support multimodal solutions, including urban design, appropriate land use mixes, intensity and density.
- Adoption of an area wide level of service not dependent on any single road segment function.
- Exempting or discounting impacts of locally desired development.
- Assigning secondary priority to vehicle mobility and primary priority to ensuring a safe, comfortable, and attractive pedestrian environment with convenient interconnection to transit.
- Establishing multimodal level of service standards that rely primarily on non-vehicular modes of transportation where existing or planned community design will provide adequate a level of mobility.
- Reducing impact fees or local access fees to promote development within urban areas, multimodal transportation districts, and a balance of mixed-use development in certain areas or districts, or for affordable or workforce housing.

Requirements for Transportation Concurrency

If a local government elects to use transportation concurrency, it must adhere to the following concurrency requirements in section 163.3180(5), Florida Statutes:

- Include principles, guidelines, standards, and strategies, including adopted levels of service, to guide the application of concurrency to transportation.
- Use professionally accepted studies to evaluate the appropriate levels of service.
- Adopt appropriate amendments to the capital improvements element of the comprehensive plan consistent with the requirements of section 163.3177(3), Florida Statutes.
- Allow for proportionate share contributions to mitigate transportation impacts for all developments, including developments of regional impact (DRIs), consistent with section 163.3180(5)(h), Florida Statutes.
- Consult with the Florida Department of Transportation when proposed amendments affect the Strategic Intermodal System.
- Exempt public transit facilities from concurrency.

In addition, local governments are encouraged to develop tools and techniques to complement the application of transportation concurrency consistent with section 163.3180(5)(f), Florida Statutes, and to coordinate with adjacent local governments for the purpose of using common methodologies for measuring impacts to transportation facilities.

Links

- Florida Department of Transportation - Florida Transportation Plan
- Model Regulations and Plan Amendments for Multimodal Transportation Districts
- Florida Metropolitan Planning Organizations
- Florida Department of Transportation - Forecasting and Trends Office
- Florida Scenic Highways
- Transportation Site Impact Handbook
- Florida Transit-Oriented Development
- A / Framework for Transit Oriented Development in Florida, published March 2011
- Florida Department of Transportation - Pedestrian and Bicycle Design
- Florida Department of Transportation, Public Transit Office
- Florida Safe Mobility for Life Coalition
- Florida Safe Mobility for Life Coalition's Aging in Place Checklist
- The Florida Greenbook
- Pasco County Mobility Fees

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https://www.floridajobs.org/community-planning-and-development/programs/community-planning-table-of-contents/transportation-planning

APPENDIX B

Laws of Florida HB 479
(Chapter 2024 – 266)

CHAPTER 2024-266

Committee Substitute for House Bill No. 479

An act relating to alternative mobility funding systems and impact fees; amending s. 163.3164, F.S.; providing definitions; amending s. 163.3180, F.S.; revising requirements relating to agreements to pay for or construct certain improvements; authorizing certain local governments to adopt an alternative transportation system that is mobility-plan and fee-based in certain circumstances; prohibiting an alternative transportation system from imposing responsibility for funding an existing transportation deficiency upon new development; requiring counties and municipalities to create and execute interlocal agreements if a developer is charged a fee for transportation impacts for a new development or redevelopment; providing requirements for such agreements; providing requirements for when such interlocal agreements are not executed by a specified date; authorizing a local government that issues the building permit to collect a fee for transportation impacts under certain circumstances unless otherwise agreed; amending s. 163.31801, F.S.; revising requirements for the calculation of impact fees by certain local governments and special districts; requiring local governments transitioning to alternative transportation systems to provide holders of impact fee credits with full benefit of intensity and density of prepaid credit balances as of a specified date in certain circumstances; amending s. 212.055, F.S.; conforming a cross-reference; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsections (32) through (52) of section 163.3164, Florida Statutes, are renumbered as subsections (34) through (54), respectively, and new subsections (32) and (33) are added to that section, to read:

163.3164 Community Planning Act; definitions.—As used in this act:

(32) "Mobility fee" means a local government fee schedule established by ordinance and based on the projects included in the local government's adopted mobility plan.

(33) "Mobility plan" means an alternative transportation system mobility study developed by using a plan-based methodology and adopted into a local government comprehensive plan that promotes a compact, mixed use, and interconnected development served by a multimodal transportation system in an area that is urban in character, or designated to be urban in character, as defined in s. 171.031.

Section 2. Paragraphs (h) and (i) of subsection (5) of section 163.3180, Florida Statutes, are amended, and paragraph (j) is added to that subsection, to read:

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

163.3180 Concurrency.—

(5)

(h)1. Local governments that continue to implement a transportation concurrency system, whether in the form adopted into the comprehensive plan before the effective date of the Community Planning Act, chapter 2011-139, Laws of Florida, or as subsequently modified, must:

a. Consult with the Department of Transportation when proposed plan amendments affect facilities on the strategic intermodal system.

b. Exempt public transit facilities from concurrency. For the purposes of this sub-subparagraph, public transit facilities include transit stations and terminals; transit station parking; park-and-ride lots; intermodal public transit connection or transfer facilities; fixed bus, guideway, and rail stations; and airport passenger terminals and concourses, air cargo facilities, and hangars for the assembly, manufacture, maintenance, or storage of aircraft. As used in this sub-subparagraph, the terms "terminals" and "transit facilities" do not include seaports or commercial or residential development constructed in conjunction with a public transit facility.

c. Allow an applicant for a development-of-regional-impact development order, development agreement, rezoning, or other land use development permit to satisfy the transportation concurrency requirements of the local comprehensive plan, the local government's concurrency management system, and s. 380.06, when applicable, if:

(I) The applicant in good faith offers to enter into a binding agreement to pay for or construct its proportionate share of required improvements in a manner consistent with this subsection. The agreement must provide that after an applicant makes its contribution or constructs its proportionate share pursuant to this sub-sub-subparagraph, the project shall be considered to have mitigated its transportation impacts and be allowed to proceed if the applicant has satisfied all other local government development requirements for the project.

(II) The proportionate-share contribution or construction is sufficient to accomplish one or more mobility improvements that will benefit a regionally significant transportation facility. A local government may accept contributions from multiple applicants for a planned improvement if it maintains contributions in a separate account designated for that purpose. A local government may not prevent a single applicant from proceeding after the applicant has satisfied its proportionate-share requirement if the applicant has satisfied all other local government development requirements for the project.

d. Provide the basis upon which the landowners will be assessed a proportionate share of the cost addressing the transportation impacts resulting from a proposed development.

CODING: Words stricken are deletions; words underlined are additions.

2. An applicant shall not be held responsible for the additional cost of reducing or eliminating deficiencies. When an applicant contributes or constructs its proportionate share pursuant to this paragraph, a local government may not require payment or construction of transportation facilities whose costs would be greater than a development's proportionate share of the improvements necessary to mitigate the development's impacts.

a. The proportionate-share contribution shall be calculated based upon the number of trips from the proposed development expected to reach roadways during the peak hour from the stage or phase being approved, divided by the change in the peak hour maximum service volume of roadways resulting from construction of an improvement necessary to maintain or achieve the adopted level of service, multiplied by the construction cost, at the time of development payment, of the improvement necessary to maintain or achieve the adopted level of service.

b. In using the proportionate-share formula provided in this subparagraph, the applicant, in its traffic analysis, shall identify those roads or facilities that have a transportation deficiency in accordance with the transportation deficiency as defined in subparagraph 4. The proportionate-share formula provided in this subparagraph shall be applied only to those facilities that are determined to be significantly impacted by the project traffic under review. If any road is determined to be transportation deficient without the project traffic under review, the costs of correcting that deficiency shall be removed from the project's proportionate-share calculation and the necessary transportation improvements to correct that deficiency shall be considered to be in place for purposes of the proportionate-share calculation. The improvement necessary to correct the transportation deficiency is the funding responsibility of the entity that has maintenance responsibility for the facility. The development's proportionate share shall be calculated only for the needed transportation improvements that are greater than the identified deficiency.

c. When the provisions of subparagraph 1. and this subparagraph have been satisfied for a particular stage or phase of development, all transportation impacts from that stage or phase for which mitigation was required and provided shall be deemed fully mitigated in any transportation analysis for a subsequent stage or phase of development. Trips from a previous stage or phase that did not result in impacts for which mitigation was required or provided may be cumulatively analyzed with trips from a subsequent stage or phase to determine whether an impact requires mitigation for the subsequent stage or phase.

d. In projecting the number of trips to be generated by the development under review, any trips assigned to a toll-financed facility shall be eliminated from the analysis.

e. The applicant shall receive a credit on a dollar-for-dollar basis for impact fees, mobility fees, and other transportation concurrency mitigation requirements paid or payable in the future for the project. The credit shall be

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

reduced up to 20 percent by the percentage share that the project's traffic represents of the added capacity of the selected improvement, or by the amount specified by local ordinance, whichever yields the greater credit.

3. This subsection does not require a local government to approve a development that, for reasons other than transportation impacts, is not qualified for approval pursuant to the applicable local comprehensive plan and land development regulations.

4. As used in this subsection, the term "transportation deficiency" means a facility or facilities on which the adopted level-of-service standard is exceeded by the existing, committed, and vested trips, plus additional projected background trips from any source other than the development project under review, and trips that are forecast by established traffic standards, including traffic modeling, consistent with the University of Florida's Bureau of Economic and Business Research medium population projections. Additional projected background trips are to be coincident with the particular stage or phase of development under review.

(i) If a local government elects to repeal transportation concurrency, the local government may ~~it is encouraged to~~ adopt an alternative transportation system that is mobility-plan and fee-based or an alternative transportation system that is not mobility-plan and fee-based. The local government ~~mobility funding system that uses one or more of the tools and techniques identified in paragraph (f). Any alternative mobility funding system adopted~~ may not use an alternative transportation system ~~be used~~ to deny, time, or phase an application for site plan approval, plat approval, final subdivision approval, building permits, or the functional equivalent of such approvals provided that the developer agrees to pay for the development's identified transportation impacts via the funding mechanism implemented by the local government. The revenue from the funding mechanism used in the alternative transportation system must be used to implement the needs of the local government's plan which serves as the basis for the fee imposed. An alternative transportation ~~A mobility fee-based funding~~ system must comply with s. 163.31801 governing impact fees. An alternative transportation system may not impose ~~that is not mobility fee-based shall not be applied in a manner that imposes~~ upon new development any responsibility for funding an existing transportation deficiency as defined in paragraph (h).

(j)1. If a county and municipality charge the developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts.

2. The interlocal agreement must, at a minimum:

a. Ensure that any new development or redevelopment is not charged twice for the same transportation capacity impacts.

b. Establish a plan-based methodology for determining the legally permissible fee to be charged to a new development or redevelopment.

c. Require the county or municipality issuing the building permit to collect the fee, unless agreed to otherwise.

d. Provide a method for the proportionate distribution of the revenue collected by the county or municipality to address the transportation capacity impacts of a new development or redevelopment, or provide a method of assigning responsibility for the mitigation of the transportation capacity impacts belonging to the county and the municipality.

3. By October 1, 2025, if an interlocal agreement is not executed pursuant to this paragraph:

a. The fee charged to a new development or redevelopment shall be based on the transportation capacity impacts apportioned to the county and municipality as identified in the developer's traffic impact study or the mobility plan adopted by the county or municipality.

b. The developer shall receive a 10 percent reduction in the total fee calculated pursuant to sub-subparagraph a.

c. The county or municipality issuing the building permit must collect the fee charged pursuant to sub-subparagraphs a. and b. and distribute the proceeds of such fee to the county and municipality within 60 days after the developer's payment.

4. This paragraph does not apply to:

a. A county as defined in s. 125.011(1).

b. A county or municipality that has entered into, or otherwise updated, an existing interlocal agreement, as of October 1, 2024, to coordinate the mitigation of transportation impacts. However, if such existing interlocal agreement is terminated, the affected county and municipality that have entered into the agreement shall be subject to the requirements of this paragraph unless the county and municipality mutually agree to extend the existing interlocal agreement before the expiration of the agreement.

Section 3. Paragraph (a) of subsection (4), paragraph (a) of subsection (5), and subsection (7) of section 163.31801, Florida Statutes, are amended to read:

163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—

(4) At a minimum, each local government that adopts and collects an impact fee by ordinance and each special district that adopts, collects, and administers an impact fee by resolution must:

(a) Ensure that the calculation of the impact fee is based on a study using the most recent and localized data available within 4 years of the current impact fee update. The new study must be adopted by the local government within 12 months of the initiation of the new impact fee study if the local government increases the impact fee.

(5)(a) Notwithstanding any charter provision, comprehensive plan policy, ordinance, development order, development permit, or resolution, the local government or special district that requires any improvement or contribution must credit against the collection of the impact fee any contribution, whether identified in a development order, proportionate share agreement, or any ~~other~~ form of exaction, related to public facilities or infrastructure, including monetary contributions, land dedication, site planning and design, or construction. Any contribution must be applied on a dollar-for-dollar basis at fair market value to reduce any impact fee collected for the general category or class of public facilities or infrastructure for which the contribution was made.

(7) If an impact fee is increased, the holder of any impact fee credits, whether such credits are granted under s. 163.3180, s. 380.06, or otherwise, which were in existence before the increase, is entitled to the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established. If a local government adopts an alternative transportation system pursuant to s. 163.3180(5)(i), the holder of any transportation or road impact fee credits granted under s. 163.3180 or s. 380.06 or otherwise that were in existence before the adoption of the alternative transportation system is entitled to the full benefit of the intensity and density prepaid by the credit balance as of the date the alternative transportation system was first established.

Section 4. Paragraph (d) of subsection (2) of section 212.055, Florida Statutes, is amended to read:

212.055 Discretionary sales surtaxes; legislative intent; authorization and use of proceeds.—It is the legislative intent that any authorization for imposition of a discretionary sales surtax shall be published in the Florida Statutes as a subsection of this section, irrespective of the duration of the levy. Each enactment shall specify the types of counties authorized to levy; the rate or rates which may be imposed; the maximum length of time the surtax may be imposed, if any; the procedure which must be followed to secure voter approval, if required; the purpose for which the proceeds may be expended; and such other requirements as the Legislature may provide. Taxable transactions and administrative procedures shall be as provided in s. 212.054.

(2) LOCAL GOVERNMENT INFRASTRUCTURE SURTAX.—

(d) The proceeds of the surtax authorized by this subsection and any accrued interest shall be expended by the school district, within the county and municipalities within the county, or, in the case of a negotiated joint

county agreement, within another county, to finance, plan, and construct infrastructure; to acquire any interest in land for public recreation, conservation, or protection of natural resources or to prevent or satisfy private property rights claims resulting from limitations imposed by the designation of an area of critical state concern; to provide loans, grants, or rebates to residential or commercial property owners who make energy efficiency improvements to their residential or commercial property, if a local government ordinance authorizing such use is approved by referendum; or to finance the closure of county-owned or municipally owned solid waste landfills that have been closed or are required to be closed by order of the Department of Environmental Protection. Any use of the proceeds or interest for purposes of landfill closure before July 1, 1993, is ratified. The proceeds and any interest may not be used for the operational expenses of infrastructure, except that a county that has a population of fewer than 75,000 and that is required to close a landfill may use the proceeds or interest for long-term maintenance costs associated with landfill closure. Counties, as defined in s. 125.011, and charter counties may, in addition, use the proceeds or interest to retire or service indebtedness incurred for bonds issued before July 1, 1987, for infrastructure purposes, and for bonds subsequently issued to refund such bonds. Any use of the proceeds or interest for purposes of retiring or servicing indebtedness incurred for refunding bonds before July 1, 1999, is ratified.

1. For the purposes of this paragraph, the term "infrastructure" means:

a. Any fixed capital expenditure or fixed capital outlay associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of 5 or more years, any related land acquisition, land improvement, design, and engineering costs, and all other professional and related costs required to bring the public facilities into service. For purposes of this sub-subparagraph, the term "public facilities" means facilities as defined in s. 163.3164(41) ~~s. 163.3164(39)~~, s. 163.3221(13), or s. 189.012(5), and includes facilities that are necessary to carry out governmental purposes, including, but not limited to, fire stations, general governmental office buildings, and animal shelters, regardless of whether the facilities are owned by the local taxing authority or another governmental entity.

b. A fire department vehicle, an emergency medical service vehicle, a sheriff's office vehicle, a police department vehicle, or any other vehicle, and the equipment necessary to outfit the vehicle for its official use or equipment that has a life expectancy of at least 5 years.

c. Any expenditure for the construction, lease, or maintenance of, or provision of utilities or security for, facilities, as defined in s. 29.008.

d. Any fixed capital expenditure or fixed capital outlay associated with the improvement of private facilities that have a life expectancy of 5 or more years and that the owner agrees to make available for use on a temporary basis as needed by a local government as a public emergency shelter or a staging area for emergency response equipment during an emergency

officially declared by the state or by the local government under s. 252.38. Such improvements are limited to those necessary to comply with current standards for public emergency evacuation shelters. The owner must enter into a written contract with the local government providing the improvement funding to make the private facility available to the public for purposes of emergency shelter at no cost to the local government for a minimum of 10 years after completion of the improvement, with the provision that the obligation will transfer to any subsequent owner until the end of the minimum period.

e. Any land acquisition expenditure for a residential housing project in which at least 30 percent of the units are affordable to individuals or families whose total annual household income does not exceed 120 percent of the area median income adjusted for household size, if the land is owned by a local government or by a special district that enters into a written agreement with the local government to provide such housing. The local government or special district may enter into a ground lease with a public or private person or entity for nominal or other consideration for the construction of the residential housing project on land acquired pursuant to this sub-subparagraph.

f. Instructional technology used solely in a school district's classrooms. As used in this sub-subparagraph, the term "instructional technology" means an interactive device that assists a teacher in instructing a class or a group of students and includes the necessary hardware and software to operate the interactive device. The term also includes support systems in which an interactive device may mount and is not required to be affixed to the facilities.

2. For the purposes of this paragraph, the term "energy efficiency improvement" means any energy conservation and efficiency improvement that reduces consumption through conservation or a more efficient use of electricity, natural gas, propane, or other forms of energy on the property, including, but not limited to, air sealing; installation of insulation; installation of energy-efficient heating, cooling, or ventilation systems; installation of solar panels; building modifications to increase the use of daylight or shade; replacement of windows; installation of energy controls or energy recovery systems; installation of electric vehicle charging equipment; installation of systems for natural gas fuel as defined in s. 206.9951; and installation of efficient lighting equipment.

3. Notwithstanding any other provision of this subsection, a local government infrastructure surtax imposed or extended after July 1, 1998, may allocate up to 15 percent of the surtax proceeds for deposit into a trust fund within the county's accounts created for the purpose of funding economic development projects having a general public purpose of improving local economies, including the funding of operational costs and incentives related to economic development. The ballot statement must indicate the intention to make an allocation under the authority of this subparagraph.

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

Section 5. This act shall take effect October 1, 2024.

Approved by the Governor June 25, 2024.

Filed in Office Secretary of State June 25, 2024.

APPENDIX C

Impact Fee Act
(Florida Statute Section 163.31801)

Title XI COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS

Chapter 163 INTERGOVERNMENTAL PROGRAMS

SECTION 31801 Impact fees; short title; intent; minimum requirements; audits; challenges.

163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—

(1) This section may be cited as the “Florida Impact Fee Act.”

(2) The Legislature finds that impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth. The Legislature further finds that impact fees are an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction. Due to the growth of impact fee collections and local governments’ reliance on impact fees, it is the intent of the Legislature to ensure that, when a county or municipality adopts an impact fee by ordinance or a special district adopts an impact fee by resolution, the governing authority complies with this section.

(3) For purposes of this section, the term:

(a) “Infrastructure” means a fixed capital expenditure or fixed capital outlay, excluding the cost of repairs or maintenance, associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of at least 5 years; related land acquisition, land improvement, design, engineering, and permitting costs; and other related construction costs required to bring the public facility into service. The term also includes a fire department vehicle, an emergency medical service vehicle, a sheriff’s office vehicle, a police department vehicle, a school bus as defined in s. 1006.25, and the equipment necessary to outfit the vehicle or bus for its official use. For independent special fire control districts, the term includes new facilities as defined in s. 191.009(4).

(b) “Public facilities” has the same meaning as in s. 163.3164 and includes emergency medical, fire, and law enforcement facilities.

(4) At a minimum, each local government that adopts and collects an impact fee by ordinance and each special district that adopts, collects, and administers an impact fee by resolution must:

(a) Ensure that the calculation of the impact fee is based on a study using the most recent and localized data available within 4 years of the current impact fee update. The new study must be adopted by the local government within 12 months of the initiation of the new impact fee study if the local government increases the impact fee.

(b) Provide for accounting and reporting of impact fee collections and expenditures and account for the revenues and expenditures of such impact fee in a separate accounting fund.

(c) Limit administrative charges for the collection of impact fees to actual costs.

(d) Provide notice at least 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A local government is not required to wait 90 days to decrease, suspend, or eliminate an impact fee. Unless the result is to reduce the total mitigation costs or impact fees imposed on an applicant, new or increased impact fees may not apply to current or pending permit applications submitted before the effective date of a new or increased impact fee.

(e) Ensure that collection of the impact fee may not be required to occur earlier than the date of issuance of the building permit for the property that is subject to the fee.

(f) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.

(g) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential construction.

(h) Specifically earmark funds collected under the impact fee for use in acquiring, constructing, or improving capital facilities to benefit new users.

(i) Ensure that revenues generated by the impact fee are not used, in whole or in part, to pay existing debt or for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential or nonresidential construction.

(5)(a) Notwithstanding any charter provision, comprehensive plan policy, ordinance, development order, development permit, or resolution, the local government or special district that requires any improvement or contribution must credit against the collection of the impact fee any contribution, whether identified in a development order, proportionate share agreement, or any form of exaction related to public facilities or infrastructure, including monetary contributions, land dedication, site planning and design, or construction. Any contribution must be applied on a dollar-for-dollar basis at fair market value to reduce any impact fee collected for the general category or class of public facilities or infrastructure for which the contribution was made.

(b) If a local government or special district does not charge and collect an impact fee for the general category or class of public facilities or infrastructure contributed, a credit may not be applied under paragraph (a).

(6) A local government, school district, or special district may increase an impact fee only as provided in this subsection.

(a) An impact fee may be increased only pursuant to a plan for the imposition, collection, and use of the increased impact fees which complies with this section.

(b) An increase to a current impact fee rate of not more than 25 percent of the current rate must be implemented in two equal annual increments beginning with the date on which the increased fee is adopted.

(c) An increase to a current impact fee rate which exceeds 25 percent but is not more than 50 percent of the current rate must be implemented in four equal installments beginning with the date the increased fee is adopted.

(d) An impact fee increase may not exceed 50 percent of the current impact fee rate.

(e) An impact fee may not be increased more than once every 4 years.

(f) An impact fee may not be increased retroactively for a previous or current fiscal or calendar year.

(g) A local government, school district, or special district may increase an impact fee rate beyond the phase-in limitations established under paragraph (b), paragraph (c), paragraph (d), or paragraph (e) by establishing the need for such increase in full compliance with the requirements of subsection (4), provided the following criteria are met:

1. A demonstrated-need study justifying any increase in excess of those authorized in paragraph (b), paragraph (c), paragraph (d), or paragraph (e) has been completed within the 12 months before the adoption of the impact fee increase and expressly demonstrates the extraordinary circumstances necessitating the need to exceed the phase-in limitations.

2. The local government jurisdiction has held not less than two publicly noticed workshops dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations set forth in paragraph (b), paragraph (c), paragraph (d), or paragraph (e).

3. The impact fee increase ordinance is approved by at least a two-thirds vote of the governing body.

(h) This subsection operates retroactively to January 1, 2021.

(7) If an impact fee is increased, the holder of any impact fee credits, whether such credits are granted under s. 163.3180, s. 380.06, or otherwise, which were in existence before the increase, is entitled to the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established. If a local government adopts an alternative transportation system pursuant to s. 163.3180(5)(i), the holder of any transportation or road impact fee credits granted under s. 163.3180 or s. 380.06 or otherwise that were in existence before the adoption of the alternative transportation system is entitled to the full benefit of the intensity and density prepaid by the credit balance as of the date the alternative transportation system was first established.

(8) A local government, school district, or special district must submit with its annual financial report required under s. 218.32 or its financial audit report required under s. 218.39 a separate affidavit signed by its chief financial officer or, if there is no chief financial officer, its executive officer attesting, to the best of his or her knowledge, that all impact fees were collected and expended by the local government, school district, or special district, or were collected and expended on its behalf, in full compliance with the spending period provision in the local ordinance or resolution, and that funds expended from each impact fee account were used only to acquire, construct, or improve specific infrastructure needs.

(9) In any action challenging an impact fee or the government’s failure to provide required dollar-for-dollar credits for the payment of impact fees as provided in s. 163.3180(6)(h)2.b., the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee or credit meets the requirements of state legal precedent and this section. The court may not use a deferential standard for the benefit of the government.

(10) Impact fee credits are assignable and transferable at any time after establishment from one development or parcel to any other that is within the same impact fee zone or impact fee district or that is within an adjoining impact fee zone or impact fee district within the same local government jurisdiction and which receives benefits from the improvement or contribution that generated the credits. This subsection applies to all impact fee credits regardless of whether the credits were established before or after June 4, 2021.

(11) A county, municipality, or special district may provide an exception or waiver for an impact fee for the development or construction of housing that is affordable, as defined in s. 420.9071. If a county, municipality, or special district provides such an exception or waiver, it is not required to use any revenues to offset the impact.

(12) This section does not apply to water and sewer connection fees.

(13) In addition to the items that must be reported in the annual financial reports under s. 218.32, a local government, school district, or special district must report all of the following information on all impact fees charged:

(a) The specific purpose of the impact fee, including the specific infrastructure needs to be met, including, but not limited to, transportation, parks, water, sewer, and schools.

(b) The impact fee schedule policy describing the method of calculating impact fees, such as flat fees, tiered scales based on number of bedrooms, or tiered scales based on square footage.

(c) The amount assessed for each purpose and for each type of dwelling.

(d) The total amount of impact fees charged by type of dwelling.

(e) Each exception and waiver provided for construction or development of housing that is affordable.

History.—s. 9, ch. 2006-218; s. 1, ch. 2009-49; s. 5, ch. 2009-96; s. 5, ch. 2011-14; s. 1, ch. 2011-149; s. 1, ch. 2019-106; s. 5, ch. 2019-165; s. 5, ch. 2020-27; s. 1, ch. 2020-58; ss. 1, 2, ch. 2021-63; s. 3, ch. 2024-2

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APPENDIX D

Traffic Characteristics Data

APPENDIX D: TRAFFIC CHARACTERISTICS REPORT																					
LIMITS, CLASSIFICATION, OWNERSHIP								ROADWAY CHARACTERISTICS									AADT & VEHICLE MILES OF TRAVEL (VMT)				
STREET NAME	FROM STREET	TO STREET	FUNCTIONAL CLASSIFICATION	OWNERSHIP ENTITY	COMPLETE STREET CONTEXT CLASSIFICATION	WITHIN CITY LIMITS	LOCATION RELATIVE TO INTERSTATE 95 (EAST OR WEST)	NUMBER OF TRAVEL LANES	SPEED LIMIT	LENGTH (MILES)	LANE MILES	LOS STANDARD	AADT	DAILY CAPACITY	YEAR OF AADT COUNT	GROWTH FACTOR	2024 AADT	2024 VMT	2024 VMC	2045 AADT	2045 VMT
BOYNTON BCH BLVD (SR 804)	FEDERAL HWY (US 1)	SEACREST BLVD	MINOR ARTERIAL	STATE	C5	YES	EAST	4	35	0.38	1.52	D	19,300	42,130	2023	1.54%	19,600	7,450	16,010	27,020	10,270
BOYNTON BCH BLVD (SR 804)	SEACREST BLVD	INTERSTATE 95	PRINCIPAL ARTERIAL	STATE	C4	YES	EAST	4	35	0.54	2.16	D	31,500	36,100	2023	1.54%	31,990	17,270	19,490	44,100	23,810
BOYNTON BCH BLVD (SR 804)	INTERSTATE 95	SW 8TH ST	PRINCIPAL ARTERIAL	STATE	C4	YES	WEST	6	35	0.40	2.40	D	52,000	56,800	2023	1.54%	52,800	21,120	22,720	72,780	29,110
BOYNTON BCH BLVD (SR 804)	SW 8TH ST	CONGRESS AVE	PRINCIPAL ARTERIAL	STATE	C3C	YES	WEST	6	40	0.69	4.14	D	37,000	59,900	2023	1.54%	37,570	25,920	41,330	51,790	35,740
BOYNTON BCH BLVD (SR 804)	CONGRESS AVE	WINCHESTER PARK BLVD	PRINCIPAL ARTERIAL	STATE	C3C	YES	WEST	6	40	0.19	1.14	D	43,500	59,900	2023	1.54%	44,170	8,390	11,380	60,880	11,570
BOYNTON BCH BLVD (SR 804)	WINCHESTER PARK BLVD	KNUTH RD	PRINCIPAL ARTERIAL	STATE	C3C	YES	WEST	6	45	0.30	1.80	D	43,500	59,900	2023	1.54%	44,170	13,250	17,970	60,880	18,260
CAMPANELLIE BLVD	SW 18TH STREET	SW 23RD AVENUE	MINOR COLLECTOR	CITY	C4	Yes	WEST	2	25	0.30	0.60	D	3,300	6,840	2023	1.54%	3,350	1,010	2,050	4,620	1,390
CONGRESS AVE	HYPOLUXO RD	MINER RD	PRINCIPAL ARTERIAL	COUNTY	C3C	YES	WEST	6	45	1.04	6.24	D	30,500	59,510	2023	1.54%	30,970	32,210	61,890	42,690	44,400
CONGRESS AVE	MINER RD	GATEWAY BLVD	PRINCIPAL ARTERIAL	COUNTY	C3C	YES	WEST	6	45	0.73	4.38	D	30,500	59,510	2023	1.54%	30,970	22,610	43,440	42,690	31,160
CONGRESS AVE	GATEWAY BLVD	OLD BOYNTON RD	PRINCIPAL ARTERIAL	COUNTY	C3C	YES	WEST	6	45	1.02	6.12	D	40,500	59,510	2023	1.54%	41,120	41,940	60,700	56,680	57,810
CONGRESS AVE	OLD BOYNTON RD	BOYNTON BCH BLVD (SR 804)	PRINCIPAL ARTERIAL	COUNTY	C3C	YES	WEST	6	45	0.28	1.68	D	39,500	59,510	2023	1.54%	40,110	11,230	16,660	55,290	15,480
CONGRESS AVE	BOYNTON BCH BLVD (SR 804)	WOOLBRIGHT RD	PRINCIPAL ARTERIAL	COUNTY	C3C	YES	WEST	6	45	1.00	6.00	D	33,500	59,510	2023	1.54%	34,020	34,020	59,510	46,890	46,890
CONGRESS AVE	WOOLBRIGHT RD	SW 23 AVE / GOLF RD	PRINCIPAL ARTERIAL	COUNTY	C3C	YES	WEST	6	45	0.45	2.70	D	39,500	59,510	2023	1.54%	40,110	18,050	26,780	55,290	24,880
CONGRESS AVE	SW 23 AVE / GOLF RD	SUMMIT DR	PRINCIPAL ARTERIAL	COUNTY	C3C	YES	WEST	6	45	1.38	8.28	D	39,000	59,510	2023	1.54%	39,600	54,650	82,120	54,590	75,330
FEDERAL HWY (US 1)	HYPOLUXO RD	MINER RD	MINOR ARTERIAL	STATE	C3C	NO	EAST	4	40	1.00	4.00	D	18,100	40,260	2023	1.54%	18,380	18,380	40,260	25,340	25,340
FEDERAL HWY (US 1)	MINER RD	GATEWAY BLVD	MINOR ARTERIAL	STATE	C3C	PARTIALLY	EAST	4	40	0.59	2.36	D	18,100	40,260	2023	1.54%	18,380	10,840	23,750	25,340	14,950
FEDERAL HWY (US 1)	GATEWAY BLVD	MLK JR BLVD (NE 10TH AVE)	MINOR ARTERIAL	STATE	C5	YES	EAST	4	35	0.91	3.64	D	18,100	42,130	2023	1.54%	18,380	16,730	38,340	25,340	23,060
FEDERAL HWY (US 1)	MLK JR BLVD (NE 10TH AVE)	BOYNTON BCH BLVD (SR 804)	MINOR ARTERIAL	STATE	C5	YES	EAST	4	35	0.50	2.00	D	18,100	42,130	2023	1.54%	18,380	9,190	21,070	25,340	12,670
FEDERAL HWY (US 1)	BOYNTON BCH BLVD (SR 804)	OCEAN AVE	MINOR ARTERIAL	STATE	C5	YES	EAST	4	35	0.12	0.48	D	22,500	42,130	2023	1.54%	22,850	2,740	5,060	31,500	3,780
FEDERAL HWY (US 1)	OCEAN AVE	WOOLBRIGHT RD	MINOR ARTERIAL	STATE	C5	YES	EAST	4	35	0.87	3.48	D	22,500	42,130	2023	1.54%	22,850	19,880	36,650	31,500	27,410
FEDERAL HWY (US 1)	WOOLBRIGHT RD	SE 23RD AVE	MINOR ARTERIAL	STATE	C5	YES	EAST	4	35	0.49	1.96	D	28,500	42,130	2023	1.54%	28,940	14,180	20,640	39,890	19,550
FEDERAL HWY (US 1)	SE 23RD AVE	OLD DIXIE HWY	MINOR ARTERIAL	STATE	C5	YES	EAST	4	35	0.45	1.80	D	28,500	42,130	2023	1.54%	28,940	13,020	18,960	39,890	17,950
FEDERAL HWY (US 1)	OLD DIXIE HWY	GULFSTREAM BLVD	MINOR ARTERIAL	STATE	C3C	YES	EAST	4	40	0.68	2.72	D	28,500	40,260	2023	1.54%	28,940	19,680	27,380	39,890	27,130
GATEWAY BLVD	FEDERAL HWY (US 1)	SEACREST BLVD	MINOR ARTERIAL	CITY	C4	YES	EAST	3	30	0.72	2.16	D	28,000	26,400	2023	1.54%	28,430	20,470	19,010	39,190	28,220
GATEWAY BLVD	SEACREST BLVD	INTERSTATE 95	MINOR ARTERIAL	CITY	C4	YES	EAST	4	35	0.17	0.68	D	28,000	30,890	2023	1.54%	28,430	4,830	5,250	39,190	6,660
GATEWAY BLVD	INTERSTATE 95	HIGH RIDGE RD	MINOR ARTERIAL	CITY	C3C	YES	WEST	6	45	0.18	1.08	D	54,000	59,510	2023	1.54%	54,830	9,870	10,710	75,580	13,600
GATEWAY BLVD	HIGH RIDGE RD	QUANTUM BLVD	MINOR ARTERIAL	CITY	C3C	YES	WEST	6	45	0.56	3.36	D	38,500	59,510	2023	1.54%	39,090	21,890	33,330	53,880	30,170
GATEWAY BLVD	QUANTUM BLVD	CONGRESS AVE	MINOR ARTERIAL	CITY	C3C	YES	WEST	6	45	0.63	3.78	D	38,500	59,510	2023	1.54%	39,090	24,630	37,490	53,880	33,940
GULFSTREAM BLVD	FEDERAL HWY (US 1)	OLD DIXIE HWY	MAJOR COLLECTOR	CITY	C4	YES	EAST	2	30	0.13	0.26	D	6,600	11,150	2023	1.54%	6,700	870	1,450	9,240	1,200
GULFSTREAM BLVD	OLD DIXIE HWY	SEACREST BLVD	MAJOR COLLECTOR	CITY	C4	YES	EAST	2	30	0.37	0.74	D	6,600	11,150	2023	1.54%	6,700	2,480	4,130	9,240	3,420
HIGH RIDGE RD	HYPOLUXO RD	MINER RD	MAJOR COLLECTOR	COUNTY	C4	PARTIALLY	WEST	2	30	1.00	2.00	D	7,100	11,150	2023	1.54%	7,210	7,210	11,150	9,940	9,940
HIGH RIDGE RD	MINER RD	NW 25TH AVE	MAJOR COLLECTOR	CITY	C4	YES	WEST	2	30	0.28	0.56	D	12,600	11,150	2023	1.54%	12,790	3,580	3,120	17,630	4,940
HIGH RIDGE RD	NW 25TH AVE	GATEWAY BLVD	MAJOR COLLECTOR	CITY	C4	YES	WEST	4	30	0.28	1.12	D	12,600	26,470	2023	1.54%	12,790	3,580	7,410	17,630	4,940
HIGH RIDGE RD	GATEWAY BLVD	PARK RIDGE BLVD	MINOR COLLECTOR	CITY	C4	YES	WEST	4	30	0.63	2.52	D	14,710	26,470	2024	1.54%	14,710	9,270	16,680	20,280	12,780

APPENDIX D: TRAFFIC CHARACTERISTICS REPORT																				
LIMITS, CLASSIFICATION, OWNERSHIP								ROADWAY CHARACTERISTICS									AADT & VEHICLE MILES OF TRAVEL (VMT)				
STREET NAME	FROM STREET	TO STREET	FUNCTIONAL CLASSIFICATION	OWNERSHIP ENTITY	COMPLETE STREET CONTEXT CLASSIFICATION	WITHIN CITY LIMITS	LOCATION RELATIVE TO INTERSTATE 95 (EAST OR WEST)	NUMBER OF TRAVEL LANES	SPEED LIMIT	LENGTH (MILES)	LANE MILES	LOS STANDARD	AADT	DAILY CAPACITY	YEAR OF AADT COUNT	GROWTH FACTOR	2024 AADT	2024 VMT	2024 VMC	2045 AADT	2045 VMT
HYPOLUXO ROAD	FEDERAL HWY (US 1)	SEACREST BLVD	MINOR ARTERIAL	COUNTY	C3C	NO	EAST	4	40	0.78	3.12	D	15,600	40,260	2023	1.54%	15,840	12,360	31,400	21,830	17,030
HYPOLUXO ROAD	SEACREST BLVD	INTERSTATE 95	MINOR ARTERIAL	COUNTY	C3C	NO	EAST	4	40	0.26	1.04	D	42,500	40,260	2023	1.54%	43,150	11,220	10,470	59,480	15,460
HYPOLUXO ROAD	INTERSTATE 95	CONGRESS AVE	MINOR ARTERIAL	COUNTY	C3C	PARTIALLY	WEST	6	45	1.20	7.20	D	47,500	59,510	2023	1.54%	48,230	57,880	71,410	66,480	79,780
INTERSTATE 95	LANTANA RD	HYPOLUXO RD	PRINCIPAL ARTERIAL-LA	STATE	LA	PARTIALLY	N/A	10	65	1.04	10.40	D	249,000	203,600	2023	0.21%	249,520	259,500	211,744	260,760	271,190
INTERSTATE 95	CITY LIMITS	GATEWAY BLVD	PRINCIPAL ARTERIAL-LA	STATE	LA	PARTIALLY	N/A	10	65	0.97	9.70	D	249,000	203,600	2023	0.21%	249,520	242,030	197,492	260,760	396,360
INTERSTATE 95	GATEWAY BLVD	BOYNTON BCH BLVD (SR 804)	PRINCIPAL ARTERIAL-LA	STATE	LA	YES	N/A	10	65	1.51	15.10	D	247,000	203,600	2023	0.21%	247,520	373,760	307,436	258,670	390,590
INTERSTATE 95	BOYNTON BCH BLVD (SR 804)	WOOLBRIGHT RD	PRINCIPAL ARTERIAL-LA	STATE	LA	YES	N/A	10	65	0.99	9.90	D	239,000	203,600	2023	0.21%	239,500	237,110	201,564	250,290	247,790
INTERSTATE 95	WOOLBRIGHT RD	WEST ATLANTIC AVE (SR 806)	PRINCIPAL ARTERIAL-LA	STATE	LA	PARTIALLY	N/A	10	65	3.84	38.40	D	214,351	203,600	2023	0.21%	214,800	824,830	781,824	224,470	861,960
MINER RD	FEDERAL HWY (US 1)	SEACREST BLVD	MAJOR COLLECTOR	COUNTY	C4	PARTIALLY	WEST	2	30	0.75	1.50	D	4,700	11,150	2023	1.54%	4,770	3,580	8,360	6,580	4,940
MINER RD	HIGH RIDGE RD	CONGRESS AVE	MAJOR COLLECTOR	COUNTY	C3R	YES	WEST	2	45	0.95	1.90	D	8,700	22,400	2023	1.54%	8,830	8,390	21,280	12,170	11,560
MLK JR BLVD (NE 10TH AVE)	FEDERAL HWY (US 1)	SEACREST BLVD	MAJOR COLLECTOR	CITY	C4	YES	EAST	2	25	0.41	0.82	D	2,500	6,840	2023	1.54%	2,540	1,040	2,800	3,500	1,440
MLK JR BLVD (NW 10TH AVE)	SEACREST BLVD	NW 5TH AVE	MINOR COLLECTOR	CITY	C4	YES	EAST	2	25	0.50	1.00	D	1,760	6,840	2023	1.54%	1,790	900	3,420	2,470	1,240
N OCEAN BLVD (A1A)	WOOLBRIGHT RD	GOLFVIEW DR	MAJOR COLLECTOR	STATE	C4	PARTIALLY	EAST	2	35	1.61	3.22	D	7,400	6,840	2023	1.54%	7,510	12,090	11,010	10,350	16,660
NE 6TH AVE	FEDERAL HWY (US 1)	SEACREST BLVD	MINOR COLLECTOR	CITY	C4	YES	EAST	2	25	0.36	0.72	D	5,900	6,840	2024	1.54%	5,900	2,120	2,460	8,130	2,930
NW 6TH AVE	SEACREST BLVD	NW 5TH STREET	MINOR COLLECTOR	CITY	C4	YES	EAST	2	25	0.40	0.80	D	1,570	6,840	2022	1.54%	1,570	630	2,740	2,160	860
NE 15TH AVE	FEDERAL HWY (US 1)	SEACREST BLVD (VIA NE 16th AVENUE)	MINOR COLLECTOR	CITY	C4	YES	EAST	2	25	0.61	1.22	D	11,880	12,320	2024	1.54%	11,880	7,250	7,520	16,380	9,990
OCEAN AVE	HWY A1A	FEDERAL HWY (US 1)	MINOR ARTERIAL	STATE	C5	PARTIALLY	EAST	2	30	0.60	1.20	D	7,500	13,900	2023	1.54%	7,620	4,570	8,340	10,500	6,300
OCEAN AVE	FEDERAL HWY (US 1)	SEACREST BLVD	MAJOR COLLECTOR	CITY	C5	YES	EAST	2	25	0.37	0.74	D	8,800	13,900	2023	1.54%	8,940	3,310	5,140	12,320	4,560
OCEAN AVE	SEACREST BLVD	SW 4TH STREET	MINOR COLLECTOR	CITY	C4	YES	EAST	2	25	0.47	0.94	D	8,660	12,320	2024	1.54%	8,660	4,070	5,790	11,940	5,610
OCEAN DR	SW 6TH STREET	SW 8TH STREET	MINOR COLLECTOR	CITY	C4	YES	EAST	2	25	0.34	0.68	D	3,100	6,840	2022	1.54%	3,200	1,090	2,330	4,410	1,500
OCEAN DR	SW 8TH STREET	CONGRESS AVE	MINOR COLLECTOR	CITY	C4	YES	EAST	2	25	0.69	1.38	D	3,100	6,840	2022	1.54%	3,200	2,210	4,720	4,410	3,040
OLD BOYNTON RD	BOYNTON BCH BLVD (SR 804)	RENAISSANCE COMMONS BLVD	MAJOR COLLECTOR	COUNTY	C3C	YES	WEST	2	30	0.57	1.14	D	18,700	13,740	2023	1.54%	18,990	10,820	7,830	26,180	14,920
OLD BOYNTON RD	RENAISSANCE COMMONS BLVD	CONGRESS AVE	MAJOR COLLECTOR	COUNTY	C3C	YES	WEST	4	40	0.23	0.92	D	18,700	40,260	2023	1.54%	18,990	4,370	9,260	26,180	6,020
OLD BOYNTON RD	CONGRESS AVE	WINCHESTER PARK BLVD	MAJOR COLLECTOR	COUNTY	C3C	YES	WEST	4	40	0.17	0.68	D	18,700	40,260	2023	1.54%	18,990	3,230	6,840	26,180	4,450
OLD BOYNTON RD	WINCHESTER PARK BLVD	KNUTH RD	MAJOR COLLECTOR	COUNTY	C3C	YES	WEST	4	40	0.31	1.24	D	18,700	40,260	2023	1.54%	18,990	5,890	12,480	26,180	8,120
OLD DIXIE HWY	FEDERAL HWY (US 1)	GULFSTREAM BLVD	MINOR COLLECTOR	CITY	C4	YES	EAST	2	30	0.78	1.56	D	4,330	8,210	2024	1.54%	4,330	3,380	6,400	5,970	4,660
PARK RIDGE BLVD	HIGH RIDGE RD	ALPHA DR	MINOR COLLECTOR	CITY	C4	YES	WEST	4	30	0.40	1.60	D	14,710	26,470	2024	1.54%	14,710	5,880	10,590	20,280	8,110
QUANTUM BLVD	GATEWAY BLVD	CONGRESS AVE	MINOR COLLECTOR	CITY	C4	YES	WEST	4	30	1.20	4.80	D	6,850	26,470	2024	1.54%	6,850	8,220	31,760	9,440	11,330
RENAISSANCE COMMONS BLVD	GATEWAY BLVD	OLD BOYNTON RD	MINOR COLLECTOR	CITY	C4	YES	WEST	4	30	1.10	4.40	D	15,500	26,470	2023	1.54%	15,740	17,310	29,120	21,700	23,870
SE 1ST STREET	BOYNTON BEACH BLVD	WOOLBRIGHT RD	MINOR COLLECTOR	CITY	C4	YES	EAST	2	25	1.00	2.00	D	5,990	6,840	2024	1.54%	5,990	5,990	6,840	8,260	8,260
SE 4TH STREET	BOYNTON BEACH BLVD	SE 12TH AVENUE	MAJOR COLLECTOR	CITY	C4	YES	EAST	2	25	0.80	1.60	D	7,600	6,840	2024	1.54%	7,600	6,080	5,470	10,480	8,380
SE 5TH AVENUE	FEDERAL HWY (US 1)	SEACREST BLVD	MINOR COLLECTOR	CITY	C4	YES	EAST	2	25	0.37	0.74	D	5,380	6,840	2024	1.54%	5,380	1,990	2,530	7,420	2,750
SE 12TH AVENUE	FEDERAL HWY (US 1)	SEACREST BLVD	MINOR COLLECTOR	CITY	C4	YES	EAST	2	25	0.31	0.62	D	7,840	6,840	2024	1.54%	7,840	2,430	2,120	10,810	3,350
SE 23RD AVENUE	FEDERAL HWY (US 1)	SEACREST BLVD	MAJOR COLLECTOR	COUNTY	C4	YES	EAST	2	30	0.42	0.84	D	8,900	16,720	2023	1.54%	9,040	3,800	7,020	12,460	5,230
SW 23RD AVENUE	SEACREST BLVD	INTERSTATE 95	MAJOR COLLECTOR	COUNTY	C4	YES	EAST	2	35	0.50	1.00	D	14,000	16,720	2023	1.54%	14,220	7,110	8,360	19,600	9,800
SW 23RD AVENUE	INTERSTATE 95	CONGRESS AVE	MAJOR COLLECTOR	COUNTY	C4	YES	WEST	2	35	0.98	1.96	D	15,200	16,720	2023	1.54%	15,430	15,120	16,390	21,270	20,840

APPENDIX D: TRAFFIC CHARACTERISTICS REPORT																					
LIMITS, CLASSIFICATION, OWNERSHIP								ROADWAY CHARACTERISTICS									AADT & VEHICLE MILES OF TRAVEL (VMT)				
STREET NAME	FROM STREET	TO STREET	FUNCTIONAL CLASSIFICATION	OWNERSHIP ENTITY	COMPLETE STREET CONTEXT CLASSIFICATION	WITHIN CITY LIMITS	LOCATION RELATIVE TO INTERSTATE 95 (EAST OR WEST)	NUMBER OF TRAVEL LANES	SPEED LIMIT	LENGTH (MILES)	LANE MILES	LOS STANDARD	AADT	DAILY CAPACITY	YEAR OF AADT COUNT	GROWTH FACTOR	2024 AADT	2024 VMT	2024 VMC	2045 AADT	2045 VMT
SEACREST BLVD	HYPOLUXO RD	MENTONE RD	MAJOR COLLECTOR	COUNTY	C3R	NO	EAST	4	40	0.50	2.00	D	13,600	37,300	2023	1.54%	13,810	6,910	18,650	19,040	9,520
SEACREST BLVD	MENTONE RD	GATEWAY BLVD	MAJOR COLLECTOR	COUNTY	C4	YES	EAST	4	35	1.00	4.00	D	13,600	30,890	2023	1.54%	13,810	13,810	30,890	19,040	19,040
SEACREST BLVD	GATEWAY BLVD	MLK JR BLVD (NE 10TH AVE)	MAJOR COLLECTOR	COUNTY	C4	YES	EAST	4	35	1.05	4.20	D	13,600	30,890	2023	1.54%	13,810	14,500	32,430	19,040	19,990
SEACREST BLVD	MLK JR BLVD (NE 10TH AVE)	BOYNTON BCH BLVD (SR 804)	MAJOR COLLECTOR	COUNTY	C4	YES	EAST	4	35	0.50	2.00	D	13,000	30,890	2023	1.54%	13,200	6,600	15,450	18,200	9,100
SEACREST BLVD	BOYNTON BCH BLVD (SR 804)	WOOLBRIGHT RD	MAJOR COLLECTOR	COUNTY	C3R	YES	EAST	4	40	1.00	4.00	D	12,400	37,300	2023	1.54%	12,590	12,590	37,300	17,350	17,350
SEACREST BLVD	WOOLBRIGHT RD	SE 23RD AVE	MAJOR COLLECTOR	COUNTY	C3R	YES	EAST	4	40	0.53	2.12	D	19,300	37,300	2023	1.54%	19,600	10,390	19,770	27,020	14,320
SEACREST BLVD	SE 23RD AVE	GULFSTREAM BLVD	MAJOR COLLECTOR	COUNTY	C3R	YES	EAST	2	40	1.17	2.34	D	19,300	22,400	2023	1.54%	19,600	22,930	26,210	27,020	31,610
SW 8TH STREET	BOYNTON BCH BLVD (SR 804)	OCEAN DR	MAJOR COLLECTOR	CITY	C4	YES	WEST	2	25	0.28	0.56	D	8,900	9,290	2023	1.54%	9,040	2,530	2,600	12,460	3,490
SW 8TH STREET	OCEAN DR	NEWLAKE DRIVE	MAJOR COLLECTOR	CITY	C4	YES	WEST	2	30	0.37	0.74	D	8,900	11,150	2023	1.54%	9,040	3,340	4,130	12,460	4,610
SW 8TH STREET	NEWLAKE DRIVE	WOOLBRIGHT RD	MAJOR COLLECTOR	CITY	C4	YES	WEST	4	30	0.37	1.48	D	8,900	26,470	2023	1.54%	9,040	3,340	9,790	12,460	4,610
SW 11TH STREET	SW 23RD AVENUE	SW 28TH AVENUE	MINOR COLLECTOR	CITY	C4	YES	WEST	2	25	0.47	0.94	D	1,520	6,840	2021	1.54%	1,590	750	3,210	2,190	1,030
SW 18TH STREET	OCEAN DR	WOOLBRIGHT RD	MINOR COLLECTOR	CITY	C4	YES	WEST	2	25	0.84	1.68	D	3,440	6,840	2021	1.54%	3,600	3,020	5,750	4,960	4,170
SW 18TH STREET	WOOLBRIGHT RD	SW 23RD AVENUE	MINOR COLLECTOR	CITY	C4	YES	WEST	2	25	0.56	1.12	D	2,390	6,840	2021	1.54%	2,500	1,400	3,830	3,450	1,930
SW 22ND STREET	SW CONGRESS BLVD	WOOLBRIGHT RD	MINOR COLLECTOR	CITY	C4	YES	WEST	2	25	0.26	0.52	D	1,210	6,840	2022	1.54%	1,250	330	1,780	1,720	450
SW 22ND STREET	WOOLBRIGHT RD	SW 19TH AVENUE	MINOR COLLECTOR	CITY	C4	YES	WEST	2	25	0.18	0.36	D	1,210	6,840	2022	1.54%	1,250	230	1,230	1,720	310
SW 27TH AVENUE	SW 11TH STREET	CONGRESS AVE	MINOR COLLECTOR	CITY	C4	YES	WEST	2	25	0.46	0.92	D	1,420	6,840	2021	1.54%	1,490	690	3,150	2,050	940
SW CONGRESS BLVD	SW 18TH STREET	CONGRESS AVE	MINOR COLLECTOR	CITY	C4	YES	WEST	2	25	0.45	0.90	D	3,000	6,840	2022	1.54%	3,090	1,390	3,080	4,260	1,920
WINCHESTER PARK BLVD	OLD BOYNTON RD	BOYNTON BCH BLVD (SR 804)	MAJOR COLLECTOR	CITY	C4	YES	WEST	4	25	0.29	1.16	D	7,500	22,060	2023	1.54%	7,620	2,210	6,400	10,500	3,050
WOOLBRIGHT RD	OCEAN BLVD (SR A1A)	FEDERAL HWY (US 1)	PRINCIPAL ARTERIAL	COUNTY	C4	YES	EAST	2	30	0.39	0.78	D	11,200	11,730	2023	1.54%	11,370	4,430	4,570	15,670	6,110
WOOLBRIGHT RD	FEDERAL HWY (US 1)	SEACREST BLVD	PRINCIPAL ARTERIAL	COUNTY	C4	YES	EAST	4	35	0.30	1.20	D	41,500	30,890	2023	1.54%	42,140	12,640	9,270	58,090	17,430
WOOLBRIGHT RD	SEACREST BLVD	INTERSTATE 95	PRINCIPAL ARTERIAL	COUNTY	C3C	YES	EAST	4	40	0.52	2.08	D	41,500	40,260	2023	1.54%	42,140	21,910	20,940	58,090	30,210
WOOLBRIGHT RD	INTERSTATE 95	SW 8TH STREET	PRINCIPAL ARTERIAL	COUNTY	C3C	YES	WEST	6	40	0.31	1.86	D	46,500	59,510	2023	1.54%	47,220	14,640	18,450	65,090	20,180
WOOLBRIGHT RD	SW 8TH STREET	CONGRESS AVE	PRINCIPAL ARTERIAL	COUNTY	C3C	YES	WEST	6	40	0.81	4.86	D	46,500	59,510	2023	1.54%	47,220	38,250	48,200	65,090	52,720

Source: Traffic data provided by Florida Department of Transportation & Palm Beach County Transportation Planning Authority (TPA). LOS Standards based on adopted Comprehensive Plan. Daily Capacity based on 2023 FDOT Generalized Tables. Growth Factors based on Southest Florida Regional Planning Model (SEFRPM 8.541). 2024 AADT projected from base year of traffic count multiplied by the annual growth factor. VMT is length x AADT. VMC is length x Daily Capacity. 2045 AADT and VMT derived by applying growth rates.

APPENDIX E

2022 National Household Travel Survey Data

APPENDIX E: NATIONAL HOUSEHOLD TRAVEL SURVEY (NHTS)									
TRIP PURPOSE	PERSON TRIPS (PT)	PERSON TRIP FACTOR (PTf)	PERSON MILES OF TRAVEL (PMT)	PERSON MILES OF TRAVEL FACTOR (PMTf)	PERSON TRIP LENGTH (PTL)	VEHICLE TRIPS (VT)	VEHICLE MILES OF TRAVEL (VMT)	VEHICLE TRIP LENGTH (VTL)	VEHICLE OCCUPANCY (VO)
HOME	4,077,137,371	1.76	14,428,511,809	1.61	3.54	2,318,432,298	8,951,468,620	3.86	1.23
WORK	829,551,714	1.24	3,859,401,570	1.21	4.65	669,398,667	3,191,471,272	4.77	1.11
PERSONAL ERRANDS	1,018,647,973	1.45	3,218,551,536	1.24	3.16	703,125,550	2,590,454,329	3.68	1.57
COMMUNITY SERVING	252,365,235	2.34	820,564,285	1.44	3.25	107,818,479	570,008,450	5.29	1.57
SOCIAL / VACATION	209,800,739	1.32	1,033,841,034	1.20	4.93	159,336,722	862,405,831	5.41	1.52
SCHOOL	658,554,219	1.81	2,649,750,312	1.63	4.02	364,002,693	1,625,257,763	4.46	2.00
FAMILY CARE	2,740,356	1.90	2,920,889	1.67	1.07	1,445,879	1,745,896	1.21	2.00
MEDICAL / DENTAL	152,290,768	1.46	662,636,101	1.56	4.35	104,166,442	424,864,716	4.08	1.50
BUY MEALS	958,185,039	1.72	3,710,458,427	1.76	3.87	558,210,377	2,110,268,492	3.78	1.69
BUY GOODS	1,390,485,743	1.60	3,507,160,102	1.30	2.52	868,404,607	2,704,766,279	3.11	1.34
EXERCISE	805,437,552	4.70	1,936,604,261	3.06	2.40	171,343,231	633,223,364	3.70	1.21
RECREATION / ENTERTAINMENT	308,243,856	3.11	1,289,631,495	2.63	4.18	98,995,142	491,099,949	4.96	2.13
TOTAL	10,663,440,566	1.74	37,120,031,823	1.54	3.48	6,124,680,087	24,157,034,960	3.94	2.13

Source: 2022 National Household Travel Survey (NHTS). Summary of Trip Purpose for South Atlantic MSA/CMSA with more than 1 million population and heavy rail. Average of trips based on trip lengths of 10 Miles or Less.

APPENDIX F

Street Plan

APPENDIX F: STREETS PLAN

Project ID	Street	From	To	Length (Miles)	Project Type (Streets Plan Map)	Construction / Maintenance Entity	Project Description	Planning Level Cost (PLC)	Reasonably Anticipated Funding (AF)	Attributable Planning Level Cost (PLCa)	Attributable Person Miles of Capacity (PMCa)	PLC & PMC Notes	Funding Source	Timeframe
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.														
800	NE 1st Avenue	NE 3rd Street	NE 1st Street	0.09	Walking & Streetscape Enhancement	City / Developer	Widen existing sidewalks (8' to 15' wide) and add streetscape enhancements. Portions of improvements will occur along with adjacent development. City may amend land development regulations (LDRs) to develop standards.	$945,000		$945,000	1,080	5		2025 to 2035
805		NE 1st Street	Seacrest Blvd	0.12				$1,260,000	$630,000	$630,000	720	5	50% by adjacent development	2025 to 2035
810	SE 1st Avenue	SE 3rd Street	SE 1st Street	0.09	Curbless Shared Street	City / Developer	Upgrade existing street to a curbless shared street with streetscape enhancements.	$1,575,000		$1,575,000	2,655	10		2025 to 2035
815		SE 1st Street	Seacrest Blvd	0.13	Walking & Streetscape Enhancement	City / Developer	Widen existing sidewalks (8' to 15' wide) and add streetscape enhancements. Portions of improvements will occur along with adjacent development. City may amend land development regulations (LDRs) to develop standards.	$1,365,000	$682,500	$682,500	780	5	50% by adjacent development	2025 to 2035
820	NE 1st Street	Boynton Beach Blvd	NE 1st Avenue	0.06	Walking & Streetscape Enhancement	City / Developer	Widen existing sidewalks (8' to 15' wide) and add streetscape enhancements. Project is currently slated for improvement via adjacent land uses. Improvement provides multimodal alternative parallel to Seacrest Blvd and is extension of NE 1st MMC north of Boynton Beach Blvd. Alternative is development approved plans.	$630,000	$315,000	$315,000	360	5	50% by adjacent development	2025 to 2035
825		NE 1st Avenue	E. Ocean Avenue	0.06	Curbless Shared Street	City / Developer	Upgrade existing street to a curbless shared street with streetscape enhancements. Improvement provides multimodal alternative parallel to Seacrest Blvd and is extension of NE 1st MMC north of Boynton Beach Blvd.	$1,050,000		$1,050,000	1,770	10		2025 to 2035
830	SE 1st Street	E. Ocean Avenue	SE 1st Avenue	0.06	Curbless Shared Street	City / Developer	Upgrade existing street to a curbless shared street with streetscape enhancements. Improvement provides multimodal alternative parallel to Seacrest Blvd and is extension of NE 1st MMC north of Boynton Beach Blvd.	$1,050,000		$1,050,000	1,770	10		2025 to 2035
835		SE 1st Avenue	SE 2nd Avenue	0.06	Walking & Streetscape Enhancement	City / Developer	Widen existing sidewalks (8' to 15' wide) and add streetscape enhancements. Project is currently funded. Improvement provides multimodal alternative parallel to Seacrest Blvd and is extension of NE 1st MMC north of Boynton Beach Blvd.	$630,000	$315,000	$315,000	360	5	50% by adjacent development	2025 to 2035
840	SE 2nd Avenue	Federal Hwy (US 1)	SE 4th Street	0.08	Walking & Streetscape Enhancement	City / Developer	Widen existing sidewalks (8' to 15' wide) and add streetscape enhancements. Portions of improvements will occur along with adjacent development. City may amend land development regulations (LDRs) to develop standards.	$840,000		$840,000	960	5		2025 to 2035
845		SE 3rd Street	SE 1st Street	0.08				$840,000		$840,000	960	5		2025 to 2035
850		SE 1st Street	Seacrest Blvd	0.12				$1,260,000	$630,000	$630,000	720	5	50% by adjacent development	2025 to 2035
855	N/S East 3rd Street	Boynton Beach Blvd	E. Ocean Avenue	0.12	Walking & Streetscape Enhancement	City / Developer	Widen existing sidewalks (8' to 15' wide) and add streetscape enhancements. Portions of improvements will occur along with adjacent development. City may amend land development regulations (LDRs) to develop standards.	$1,260,000		$1,260,000	1,440	5		2025 to 2045
860		E. Ocean Avenue	SE 2nd Avenue	0.12				$1,260,000		$1,260,000	1,440	5		2025 to 2045
865	N/S East 4th Street	Boynton Beach Blvd	E. Ocean Avenue	0.12	Curbless Shared Street	City / Developer	Widen existing sidewalks (8' to 15' wide) and add streetscape enhancements. Portions of improvements will occur along with adjacent development. City may amend land development regulations (LDRs) to develop standards.	$2,100,000		$2,100,000	3,540	10		2025 to 2035
870		E. Ocean Avenue	SE 2nd Avenue	0.12	Curbless Shared Street	City / Developer	Upgrade existing street to a curbless shared street with streetscape enhancements.	$2,100,000		$2,100,000	3,540	10		2025 to 2035
875		SE 2nd Avenue	SE 12th Avenue	0.56	Walking & Streetscape Enhancement	City / Developer	Widen existing sidewalks (8' to 15' wide) and add landscape and street trees within curb extensions and bulb-outs to define on-street parking. Enhance existing streetscape. Portions of improvements will occur along with adjacent development. City may amend land development regulations (LDRs) to develop standards.	$5,880,000		$5,880,000	6,720	5		2025 to 2045
880	SE 5th Avenue	Federal Hwy (US 1)	SE 3rd Street	0.14	Walking & Streetscape Enhancement	City	Widen existing sidewalks (8' to 15' wide) and add streetscape enhancements. Portions of improvements will occur along with adjacent development. City may amend land development regulations (LDRs) to develop standards.	$1,470,000		$1,470,000	1,680	5		2025 to 2045
885	Boynton Beach Blvd (SR 804)	Federal Hwy (US 1)	Interstate 95 East Ramps	0.83	Walking & Streetscape Enhancement	FDOT	FDOT has commenced construction (2024) on a 15' wide sidewalk on the south side of the ROW and a 8' wide shared-use path on the north side of the ROW.	$11,564,256	$11,564,256	$0	--	5	100% Federal & State Sources	2025
890	Federal Hwy (US 1)	MLK Jr Blvd (NE 10th Avenue)	Boynton Beach Blvd (SR 804)	0.49	Walking & Streetscape Enhancement	City / FDOT	Coordinate with FDOT to widen existing sidewalks (8' to 15' wide), add streetscape enhancements and decorative marked crosswalks at intersections along both sides of the ROW. Portions of improvements will occur along with adjacent development. City may amend land development regulations (LDRs) to develop standards.	$5,145,000	$2,572,500	$2,572,500	5,880	5	50% Federal & State Sources	2025 to 2045
895		Boynton Beach Blvd (SR 804)	E. Ocean Avenue	0.12				$1,260,000	$630,000	$630,000	1,440	5		2025 to 2045
900		E. Ocean Avenue	Woolbright Road	0.87				$9,135,000	$4,567,500	$4,567,500	10,440	5		2025 to 2045
910	High Ridge Road	Miner Road	NW 25th Avenue	0.32	Complete Street Road Widening (4 Lanes)	City	Widen from 2 lanes to 4 lane divided with 10' shared-use paths on both sides of the ROW. Project is in the 2045 LRTP.	$6,400,000		$6,400,000	7,834	20		2025 to 2035
915	MLK Jr. Blvd	Railroad Avenue	Seacrest Blvd	0.36	Walking & Streetscape Enhancement	City	Upgrade street to include 8' wide on-street parking, 5' wide sidewalks, 2' valley curbs, 10' travel lanes and streetscape.	$3,780,000		$3,780,000	4,320	5		2025 to 2035
920		Seacrest Blvd	SW 5th Street	0.51				$5,355,000		$5,355,000	6,120	5		2025 to 2035

APPENDIX F: STREETS PLAN

Project ID	Street	From	To	Length (Miles)	Project Type (Streets Plan Map)	Construction / Maintenance Entity	Project Description	Planning Level Cost (PLC)	Reasonably Anticipated Funding (AF)	Attributable Planning Level Cost (PLCa)	Attributable Person Miles of Capacity (PMCa)	PLC & PMC Notes	Funding Source	Timeframe
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.														
925	Miner Road	High Ridge Road	Congress Avenue	0.96	Complete Street Road Widening (2 Lane Divided)	City / County	Widen from 2 lanes to 2 lane divided with an 8' to 10' wide protected bike lane on one side of the ROW, or 5' to 6' wide protected bike lanes on both sides of the ROW. Construct an 8' to 10' wide shared-use path on the south side of the ROW. Project is in the 2045 LRTP.	$8,880,000		$8,880,000	13,814	15		2025 to 2035
931	SW 8th Street	Boynton Beach Blvd (SR 804)	New Lake Drive	0.65	Complete Street Road Widening (2 Lane Divided)	City	Widen from 2 lanes to 2 lane divided with an 8' to 10' wide protected bike lane on one side of the ROW, or 5' to 6' wide protected bike lanes on both sides of the ROW. Construct an 8' to 10' wide shared-use path on the south side of the ROW. Project is in the 2045 LRTP.	$6,012,500		$6,012,500	9,354	15		2036 to 2045
935	Ocean Avenue	Intercoastal	Federal Hwy (US 1)	0.25	Walking & Streetscape Enhancement	City	Widen existing sidewalks (8' to 15' wide) and add streetscape enhancements. Portions of improvements will occur along with adjacent development. City may amend land development regulations (LDRs) to develop standards.	$2,625,000		$2,625,000	3,000	5		2025 to 2045
940		Federal Hwy (US 1)	Seacrest Blvd	0.37	Curbless Shared Street	City	Upgrade existing street to a curbless shared street with streetscape enhancements.	$6,475,000		$6,475,000	10,915	10		2025 to 2035
945		Seacrest Blvd	SW 4th Street	0.47	Walking & Streetscape Enhancement	City	Widen existing sidewalks to shared-use paths, mark on-street parking, add traffic calming features if warranted. Add landscape and street trees in curb extensions and bulb-outs to define on-street parking.	$4,935,000		$4,935,000	5,640	5		2025 to 2035
950	SE / SW 23rd Avenue	Federal Hwy (US 1)	Seacrest Blvd	0.41	Complete Street Road Widening (2 Lane Divided)	City / County	Coordinate with County to upgrade road from a rural open swale corridor to an urban two (2) lane divided cross-section with 10' to 12' wide shared use paths or 5' to 6' wide sidewalks adjacent to 5' to 6' wide protected bicycle lanes along both sides of the ROW. Add landscape and marked crosswalks at intersecting roads.	$3,792,500		$3,792,500	5,900	15		2036 to 2045
955		Seacrest Blvd	SW 4th Street	0.42	Complete Street Road Widening (2 Lane Divided)			$3,885,000		$3,885,000	6,044	15		2036 to 2045
960	Woolbright Road	Federal Hwy (US 1)	Seacrest Blvd	0.30	Walking & Streetscape Enhancement	City / County	Coordinate with County to widen existing sidewalks (8' to 15' wide), add streetscape enhancements and decorative marked crosswalks at intersections along both sides of the ROW.	$3,150,000		$3,150,000	3,600	15		2025 to 2035
965		Seacrest Blvd	SW 2nd Street	0.25				$2,625,000		$2,625,000	3,000	5		2025 to 2035

Notes: The total lenght of mobility projetcs is 9.71 miles. The total Attributable Planning Level Cost (PLCa) for development activity used to calculate the mobility fee is $88,627,500. The total Attributable Person Miles of Capacity (PMC) for development activity used to calculate the mobility fee is 127,795. The total anticipated funding is $21,906,756.
The Planning Level Cost (PLC) and Person Miles of Capacity (PMC) notes are described in **Appendix K**.

APPENDIX G1

Multimodal Corridors Plan

APPENDIX G1: MULTIMODAL CORRIDORS PLAN

Multimodal Corridors (Colors correspond to Multimodal Corridors Plan Map)	From	To	Length (Miles)	Construction / Maintenance Entity	Project Description	Planning Level Cost (PLC)	Reasonably Anticipated Funding (AF)	Attributable Planning Level Cost (PLCa)	Attributable Person Miles of Capacity (PMCa)	PLC & PMC Notes	Funding Source	Timeframe
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.												
Principal Multimodal Corridor (East) **Major Destinations: Hester Community Center, Palmetto Green Park, Poinciana Elementary, Wilson Park, Galaxy E3 Elementary, Forest Park Elementary, Little League Park, Bethesda Memorial Hospital, & Seacrest Scrub Natural Area.**	Seacrest Blvd @ Mentone Road	Gulfstream Blvd @ Seacrest Blvd	6.71	City	Construct an interconnected multimodal corridor for people walking and bicycling from the northern to the southern limits of the City east of Interstate 95. Multimodal improvements may include bicycle lanes, buffered bicycle lanes, curbless shared streets, sharrows, sidewalks, shared-use paths, traffic calming, and upgraded trails. Construct enhanced street lights, landscape, and hardscape for people walking and bicycling as appropriate. Construct high visibility crosswalks, raised intersections, rectangular rapid flashing beacons (RRFBs) and Pedestrian Hybrid Beacons (PHB). The multimodal improvements are to be designed in a context sensitive manner appropriate for adjacent land uses. The design of multimodal improvements will be based on available right-of-way (ROW), driveway and utility locations, and other natural and manmade features within the ROW.	$13,420,000		$13,420,000	32,208	**25**		2025 to 2045
Principal Multimodal Corridor (West) **Major Destinations: High Ridge Scrub Natural Area, Lake Worth Christian School, Imagine Charter School, TRI-Rail Station, Pioneer Canal Park, Laurel Hills Park & Caloosa Park.**	High Ridge Road @ Newport Place (Discovery Village)	SW 11th Ave @ Caloosa Park	6.10	City	Construct an interconnected multimodal corridor for people walking and bicycling from the northern to the southern limits of the City west of Interstate 95. Multimodal improvements may include bicycle lanes, buffered bicycle lanes, curbless shared streets, sharrows, sidewalks, shared-use paths, traffic calming, and upgraded trails. Construct enhanced street lights, landscape, and hardscape for people walking and bicycling as appropriate. Construct high visibility crosswalks, raised intersections, rectangular rapid flashing beacons (RRFBs) and Pedestrian Hybrid Beacons (PHB). The multimodal improvements are to be designed in a context sensitive manner appropriate for adjacent land uses. The design of multimodal improvements will be based on available right-of-way (ROW), driveway and utility locations, and other natural and manmade features within the ROW.	$12,200,000		$12,200,000	29,280	**25**		2025 to 2045
Major Multimodal Corridor (East): **Major Destinations: Rolling Green Elementary, Palmetto Green Park, Downtown, Future Rail Station, Woolbright Mobility District, Betty Thomas Park, & Seacrest Scrub Natural Area**	NE 1st Lane @ NE 26th Avenue	Seacrest Blvd @ SE 31st Avenue	5.72	City	Construct an interconnected multimodal corridor for people walking and bicycling. Multimodal improvements may include bicycle lanes, buffered bicycle lanes, curbless shared streets, sharrows, sidewalks, shared-use paths, traffic calming, and upgraded trails. Construct enhanced street lights, landscape, and hardscape for people walking and bicycling as appropriate. Construct high visibility crosswalks, raised intersections, rectangular rapid flashing beacons (RRFBs) and Pedestrian Hybrid Beacons (PHB). The multimodal improvements are to be designed in a context sensitive manner appropriate for adjacent land uses. The design of multimodal improvements will be based on available right-of-way (ROW), driveway and utility locations, and other natural and manmade features within the ROW. Portion of the Corridor uses the US 1 Multimodal Corridor between SE 12th Ave and SE 21st Ave,	$11,440,000	$3,247,000	$8,193,000	27,456	**25**	100% Federal & State Funding for SE 1st Street	2025 to 2045
Major Multimodal Corridor (West) **Major Destinations: Boynton Beach High School, Renaissance Commons, Boynton Beach Mall, & Congress Middle School**	Park Ridge Blvd @ High Ridge Blvd	Ocean Drive @ SW 18th Street	3.34	City	Construct an interconnected multimodal corridor for people walking and bicycling. Multimodal improvements may include bicycle lanes, buffered bicycle lanes, curbless shared streets, sharrows, sidewalks, shared-use paths, traffic calming, and upgraded trails. Construct enhanced street lights, landscape, and hardscape for people walking and bicycling as appropriate. Construct high visibility crosswalks, raised intersections, rectangular rapid flashing beacons (RRFBs) and Pedestrian Hybrid Beacons (PHB). The multimodal improvements are to be designed in a context sensitive manner appropriate for adjacent land uses. The design of multimodal improvements will be based on available right-of-way (ROW), driveway and utility locations, and other natural and manmade features within the ROW. Coordination will be required with the Palm Beach County School Board, Palm Beach County, FDOT, the South Florida Water Management District, the Lake Worth Drainage District and private property owners.	$6,680,000		$6,680,000	16,032	**25**		2025 to 2045
Major Multimodal Corridor (US 1) **Includes Major Multimodal Corridor East between SE 12th Ave & SE 21st Ave** **Major Destinations: Intracoastal Park, Harvey E. Oyer Jr Park, Downtown, Woolbright Mobility District, & Jaycee Park**	US 1 @ Northern City Limits	US 1 @ Gulfstream Blvd	4.38	City / State	Multimodal improvements include high visibility buffered bicycle lanes. Construct high visibility crosswalks and Pedestrian Hybrid Beacons (PHB). The design of buffered bicycle lanes will be based on available right-of-way (ROW), driveway and utility locations, and other features within the ROW. Coordination will be required with FDOT.	$8,760,000	$4,380,000	$4,380,000	21,024	**25**		2025 to 2045
Major Multimodal Corridor (Galaxy) **Major Destinations: (Principal, Major & US 1 Multimodal Corridors, Galaxy E3 Elementary, Galaxy Park, & Barton Memorial Park)**	US 1 @ SE 6th Avenue	Primary Multimodal Corridor (East) @ NW 12th Avenue	1.64	City	Construct an interconnected multimodal corridor for people walking and bicycling. Multimodal improvements may include bicycle lanes, buffered bicycle lanes, curbless shared streets, sharrows, sidewalks, shared-use paths, traffic calming, and upgraded trails. Construct enhanced street lights, landscape, and hardscape for people walking and bicycling as appropriate. Construct high visibility crosswalks, raised intersections, rectangular rapid flashing beacons (RRFBs) and Pedestrian Hybrid Beacons (PHB). The multimodal improvements are to be designed in a context sensitive manner appropriate for adjacent land uses. The design of multimodal improvements will be based on available right-of-way (ROW), driveway and utility locations, and other natural and manmade features within the ROW. Coordination will be required with the Palm Beach County School Board, FDOT, and the Florida East Coast Railway (FEC).	$3,280,000		$3,280,000	7,872	**25**		2025 to 2045
Major Multimodal Corridor (Gateway Blvd)	US 1 @ Gateway Blvd	US 1 @ Congress Ave	2.24	City	Gateway Blvd is a major east-west vehicular corridor. The available ROW along the corridor varies greatly. Between US 1 and 1st Street NE, the corridor consist of enhancements to the existing bicycle lanes. Between 1st Street NE and Seacrest Blvd, there is a proposal for shared-use paths as part of the Principal Multimodal Corridor (East). Between Seacrest Blvd and Congress Avenue, the proposal is for wider sidewalks and buffered bicycle lanes.	$4,480,000		$4,480,000	10,752	**25**		2025 to 2045
Major Multimodal Corridor (Boynton Beach Blvd)	E. Boynton Beach Blvd @ E. Marina Way	W. Boynton Beach Blvd @ Winchester Park Blvd	2.25	City / State	The Boynton Beach Blvd Corridor is shown for connectivity purposes. The position of the corridor east of US 1 exist. The portion of the corridor between US 1 and I-95 is under construction. The portion from I-95 to Congress Ave is funded. Shared-use paths are proposed between Congress and Winchester Park Blvd. PLC for	$5,520,000	$5,244,000	$276,000	10,800	**25**	95% to 100% Federal & State funding	2025 to 2045
Minor Multimodal Corridor (East)	Multiple Locations east of Interstate 95		5.37	City	Multimodal improvements include either on-street bicycle lanes and filling in sidewalk gaps, or the construct of a shared-use path. The corridos provide connectivity between Principal and Major Multimodal Corridors and also connections to schools and parks. Due to ROW and differences is existing sidewalks, the needed improvements vary along Corridors.	$10,740,000		$10,740,000	25,776	**25**		2025 to 2045
Minor Multimodal Corridor (West)	Multiple Locations west of Interstate 95		5.38	City	Multimodal improvements include either on-street bicycle lanes and filling in sidewalk gaps, or the construct of a shared-use path. The corridos provide connectivity between Principal and Major Multimodal Corridors and also connections to schools and parks. Due to ROW and differences is existing sidewalks, the needed improvements vary along Corridors.	$10,760,000		$10,760,000	25,824	**25**		2025 to 2045
Multimodal Corridor Evaluation	Multiple Locations east of Interstate 95		1.47	City	There are two proposed corridors to cross Interstate 95 and the TRI-Rail tracks west of I-95. Both corridors are longer term visions to enhance multimodal connectivity between Boynton Beach east and west of I-95 without the need for people walking and bicycling to travel along multi-lane arterials. Both corridors require additional evaluation to determine the feasibility of the proposed improvements.	$1,470,000		$1,470,000	-	**30**		2025 to 2045
Boardwalks	Multiple Locations along Intercoastal Waterway		0.84	City	Multimodal improvements include construction of a new 12' to 14' boardwalk for fill small gap between existing boardwalks along the Intercoastal. The boardwalks will also connect to existing City parks. Future water taxi stops may also be located along the boardwalk or at parks along the intercoastal.	$12,600,000		$12,600,000	7,056	**35**		2025 to 2045

Notes: The total length of mobility projects is 45.44 miles. The total Attributable Planning Level Cost (PLCa) for development activity used to calculate the mobility fee is $88,479,000. The total Attributable Person Miles of Capacity (PMC) for development activity used to calculate the mobility fee is 214,080. The total anticipated funding is $12,871,000.
The Planning Level Cost (PLC) and Person Miles of Capacity (PMC) notes are described in **Appendix K**.

APPENDIX G2

Multimodal Corridors Plan Detail: East

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
Principal Multimodal Corridor East of Interstate 95 providing an interconnected multimodal alternative to Seacrest Blvd	Mentone Road	Seacrest Blvd	Ocean Parkway	0.17	Principal Multimodal Corridor (East)	City	Construct one of the following: (1) bicycle lanes; (2) an 8' to 10' wide shared-use path by replacing sidewalk on southside of ROW; (3) a 5' wide sidewalk adjacent to the existing sidewalk on the south side of the ROW; or (4) an 8' to 10' wide shared-use path on the north side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	Ocean Parkway	Mentone Road	Atlantic Drive	0.38	Principal Multimodal Corridor (East)	City	Construct one of the following: (1) bicycle lanes and 5' to 6' sidewalks on both sides of the ROW; or (2) an 8' to 10' shared-use path on one side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
		Atlantic Drive	Miner Road	0.17	Principal Multimodal Corridor (East)	City	Construct one of the following: (1) bicycle lanes on both sides of the ROW through restriping of existing travel lanes and a 5' to 6' wide sidewalk on the east side of the ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on west side of ROW; (3) a 5' wide sidewalk adjacent to the existing sidewalk on the west side of the ROW; or (4) an 8' to 10' shared-use path on the east side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible. Construct a raised intersection at Miner Rd & Ocean Pkwy with high visibility crosswalks.
		Miner Road	4th Court NE	0.10	Principal Multimodal Corridor (East)	City	Construct one of the following: (1) bicycle lanes on both sides of the ROW through restriping of existing travel lanes; (2) an 8' to 10' wide shared-use path by replacing sidewalk on either side of ROW; or (3) a 5' wide sidewalk adjacent to the existing sidewalk on the either side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
Principal Multimodal Corridor East of Interstate 95 providing an interconnected multimodal alternative to Seacrest Blvd	4th Court NE	Ocean Parkway	NE 27th Court	0.06	Principal Multimodal Corridor (East)	City	Construct one of the following: (1) bicycle lanes on both sides of the ROW through restriping of existing travel lanes; (2) an 8' to 10' wide shared-use path by replacing sidewalk on either side of ROW; or (3) a 5' wide sidewalk adjacent to the existing sidewalk on the either side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 27th Court	4th Court NE	NE 1st Street	0.14	Principal Multimodal Corridor (East)	City	Construct one of the following: (1) bicycle lanes on both sides of the ROW through restriping of existing travel lanes and fill in sidewalk gaps on the southside of the ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on south side of the ROW; or (3) a 5' wide sidewalk adjacent to the existing sidewalk on the north side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 1st Street	NE 27th Court	NE 26th Avenue	0.11	Principal Multimodal Corridor (East)	City	Construct one of the following: (1) bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on either side of ROW; or (3) a 5' wide sidewalk adjacent to the existing sidewalk on the either side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 1st Lane	NE 26th Avenue	Gateway Blvd	0.24	Principal Multimodal Corridor (East)	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on west side of ROW; or (3) a parallel 5' wide sidewalk adjacent to the existing sidewalk. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	NE 26th Avenue	Gateway Blvd	0.35	Major Multimodal Corridor (US 1)	City / FDOT	Evaluate the addition of green pavement markings to the existing bicycle lanes at intersections and driveways, and at the approach and departure of access connections. Evaluate periodic green pavement markings on the corridor, even if a conflict is not present, to increase visibility of the bicycle lanes. Construct high visibility crosswalks at Gateway Blvd.

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
Major Multimodal Corridor (Gateway Blvd)	Gateway Blvd	Federal Hwy (US 1)	NE 4th Street	0.16	**Major Multimodal Corridor (Gateway Blvd)**	City	Add green pavement markings to increase visibility of existing bicycle lanes. Provide a 1' wide buffer along existing bike lane by adding a parallel 4" pavement markings and install RPMs within the buffer. Implement access management thru treatments such as a shared driveway or a median separated drive-aisle along the south side of ROW, to be constructed in conjunction with future redevelopment of the parcels.
		NE 4th Street	NE 1st Lane	0.51	**Major Multimodal Corridor (Gateway Blvd)**	City	Reconfigure existing travel lanes to narrow the thru-lanes to 10' or 11' wide and a 11' to 12' wide center turn lane. Provide 5' to 6' wide buffered bicycle lanes with green pavement markings and install RPMs within the buffer.
		NE 1st Lane	Seacrest Blvd	0.05	**Major Multimodal Corridor (Gateway Blvd)**	City	Replace existing sidewalks with 8' to 10' wide shared-use paths on both sides of the ROW. Provide enhanced crosswalks across NE 1st Street with on and off-ramps from the shared-use paths to the bicycle lanes east of NE 1st Street. The improvement was require acquisition of ROW or easements. Due to the high traffic volumes and speed limits, sharrows are not recommended and on-street bicycle lanes cannot be provided. The safest alternative are shared-use paths with on and off ramps to the bicycle lanes on Gateway Blvd east of NE 1st Street. Add do not block the box signage on intersection approaches with Gateway Blvd.
		Seacrest Blvd	I-95 East Ramps	0.14	**Major Multimodal Corridor (Gateway Blvd)**	City	Construct wider sidewalks and buffered bicycle lanes as part of resurfacing and future interchange improvements. Currently 2045 LRTP project.
Multimodal Connector (Connectivity to Rolling Greens Elementary School & Rosemary Scrub Natural Area)	Miner Road	Seacrest Blvd	Ocean Parkway (Principal Multimodal Corridor East)	0.20	**Minor Multimodal Corridor (East)**	City / County	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on north side of ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on south side of ROW; or (3) a 5' wide sidewalk parallel to the existing sidewalk on the south side of the ROW, sidewalk maybe separated from existing sidewalk to accommodate existing landscape or replace and enhance existing landscape. Construct high visibility crosswalk with a raised island and either a rapid rectangular flashing beacon (RRFB) or pedestrian hybrid beacon (PHB) on Seacrest Blvd at Miner Road to access Rosemary Scrub Natural Area and for Rolling Green Elementary School. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
		Ocean Parkway (Principal Multimodal Corridor East)	Summit Road	0.20	**Minor Multimodal Corridor (East)**	City / County	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on south side of ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on south side of ROW; or (3) a 5' wide sidewalk parallel to the existing sidewalk on the south side of the ROW, sidewalk maybe separated from existing sidewalk to accommodate existing landscape or replace and enhance existing landscape. Construct high visibility crosswalk or raised intersection at Ocean Parkway (part of Principal Multimodal Corridor East). Construct high visibility crosswalk with a rapid rectangular flashing beacon (RRFB) on Miner Road to access Rolling Green Elementary School. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	Rolling Green Elementary	Miner Road	NE 26th Avenue	0.23	**Minor Multimodal Corridor (East)**	City / School Board	To the extent feasible while ensuring student safety, provide a continuous multimodal corridor to connect Miner Road and proposed improvements to NE 26th Avenue (Major Multimodal Corridor East). Connection would be after NE 26th Avenue improvements. Corridor would be for school use only and open during school hours. Requires coordination with Palm beach County School Board.
Major Multimodal Corridor East of Interstate 95 providing an interconnected multimodal alternative to Seacrest Blvd	NE 26th Avenue	NE 1st Street (Principal Multimodal Corridor East)	NE 4th Street	0.50	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on north side of ROW; or (3) a 5' wide sidewalk parallel to the existing sidewalk on the north side of the ROW, sidewalk maybe separated from existing sidewalk to accommodate existing landscape or replace and enhance existing landscape. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 4th Street	NE 26th Avenue	Gateway Blvd	0.33	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on east side of ROW; or (3) a 5' wide sidewalk parallel to the existing sidewalk on the east side of the ROW, sidewalk maybe separated from existing sidewalk to accommodate existing landscape or replace and enhance existing landscape. Construct high visibility crosswalk with a raised island and either a rapid rectangular flashing beacon (RRFB) or pedestrian hybrid beacon (PHB) on Gateway Blvd at NE 4th Street. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
MULTIMODAL CORRIDORS PROPOSED BETWEEN GATEWAY BLVD & BOYNTON CANAL							
Principal Multimodal Corridor East of Interstate 95 providing an interconnected multimodal alternative to Seacrest Blvd	NE 1st Lane	Gateway Blvd	NE 19th Avenue	0.27	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on either side of ROW; or (3) a 5' wide sidewalk adjacent to the existing sidewalk on the either side of the ROW. Add high visibility crosswalks or a raised intersection at NE 19th Avenue. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 19th Avenue	NE 1st Lane	Seacrest Blvd	0.06	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on either side of ROW; or (3) a 5' wide sidewalk adjacent to the existing sidewalk on the either side of the ROW. Construct a high visibility crosswalk with a raised island with either a rapid rectangular flashing beacon (RRFB) or pedestrian hybrid beacon (PHB) on Seacrest Blvd at NE 19th Avenue. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	Hester Community Center	NE 19th Avenue	17th Ave NW	0.18	**Principal Multimodal Corridor (East)**	City	Construct an 8' to 10' wide shared-use path within the Hester Community Center parallel to Seacrest Blvd, but outside of the Seacrest Blvd ROW. The shared-use path can meander through the Community Center parcel to the extent the corridor is accessible and not enclosed by gates or a fence. The shared-use path can replace existing sidewalks within the Hester Community Center or be constructed parallel. If land is constrained, the shared-use path can be narrowed to a 5' to 6' wide shared-use path where it runs parallel to existing sidewalks on Seacrest Blvd and 17th Ave NW. The alignment is conceptual and subject to change. Where the shared-use path runs parallel to an existing sidewalk within the Community Center, the width can be reduced to 5' to 6' wide.
	NW 1st Court	17th Avenue NW	NW 14th Avenue	0.28	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on either side of ROW; or (3) a 5' wide sidewalk adjacent to the existing sidewalk on the either side of the ROW. Construct a high visibility crosswalk to raised crosswalk on 17th Ave NW at NW 1st Court. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NW 14th Avenue	NW 1st Court	Seacrest Blvd	0.12	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on either side of ROW; or (3) a 5' wide sidewalk adjacent to the existing sidewalk on the either side of the ROW. Construct a high visibility crosswalk, marked bike lanes, or a raised raised intersection at NW 1st Court and NW 14th Avenue. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	Seacrest Blvd (west side of ROW)	NE 14th Avenue	Palmetto Green Trail (Boynton Canal)	0.11	**Principal Multimodal Corridor (East)**	City / County	Widen, if feasible, sidewalk on west side of ROW to 8' to 10' shared-use path. Would require property acquisition. Upgrade, if necessary, pedestrian bridge over Boynton Beach Canal on west side of Seacrest Blvd. Upgrade connection to Palmetto Green Trail. Construct a Pedestrian Hybrid Beacon (PHB) at intersection of Seacrest & NE 14th Ave and a PHB at intersection of Seacrest & Palmetto Greens Trail, or construct raised crosswalks or high visibility crossings and Rectangular Rapid Flashing Beacons (RRFBs) at both intersections.
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	Gateway Blvd	NE 15th Avenue	0.54	**Major Multimodal Corridor (US 1)**	City / FDOT	Evaluate the addition of green pavement markings to the existing bicycle lanes at intersections and driveways, and at the approach and departure of access connections. Evaluate periodic green pavement markings on the corridor, even if a conflict is not present, to increase visibility of the bicycle lanes. Evaluate the construction of high visibility crosswalks and a pedestrian hybrid beacon (PHB) at NE 15th Avenue.

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
Major Multimodal Corridor East of Interstate 95 providing an interconnected multimodal alternative to Seacrest Blvd	NE 4th Street	Gateway Blvd	NE 15th Avenue	0.53	Major Multimodal Corridor (East)	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on both sides of ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on either side of ROW; or (3) a 5' wide sidewalk parallel to the existing sidewalk on either side of the ROW, and fill in any existing sidewalk gaps. Construct high visibility crosswalk, bike lane markings (if on-street bike lanes) or a raised intersection at NE 15th Ave. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 15th Avenue	Federal Hwy (US 1)	NE 4th Street	0.07	Major Multimodal Corridor (East)	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path on the north side of the ROW; or (3) an 8' to 10' wide shared-use path on the south side of the ROW with replacement of existing sidewalk where permitted by the FEC railway. Work with FEC railroad and FDOT to upgrade multimodal crossing and connection to US 1.
	NE 4th Street	NE 15th Avenue	NE 14th Avenue	0.07	Major Multimodal Corridor (East)	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on both sides of ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on either side of ROW; or (3) a 5' wide sidewalk parallel to the existing sidewalk on either side of the ROW, and fill in any existing sidewalk gaps. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 14th Avenue	NE 4th Street	Seacrest Blvd	0.36	Major Multimodal Corridor (East)	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on south side of ROW; (2) an 8' to 10' wide shared-use path by replacing sidewalk on either side of ROW; or (3) a 5' wide sidewalk parallel to the existing sidewalk on either side of the ROW, and fill in any existing sidewalk gaps. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	Seacrest Blvd (east side of ROW)	NE 14th Avenue	Palmetto Green Trail (Boynton Canal)	0.11	Major Multimodal Corridor (East)	City / County	Widen sidewalk on east side of ROW to 8' to 10' shared-use path. Would require property acquisition. Construct a 10' to 12' wide pedestrian bridge over Boynton Beach Canal on east side of Seacrest Blvd. Upgrade Palmetto Green Trail connections. In the interim, with the construction of RRFBs or PHBs at 14th Ave on the northside of the canal and the Palmetto Green Trail on the southside of the canal, the corridor can utilize the west side multimodal improvements. If easements or ROW could be acquired and use of ROW granted by the SFWMD, the bridge could be located anywhere between US Hwy 1 and Seacrest Blvd.
Boynton Canal Multimodal Corridor Evaluation (East)	Boynton Canal Multimodal Corridor	NW 1st Court (Principal Multimodal Corridor East)	High Ridge Rd	0.75	Multimodal Corridor Evaluation	City / FDOT	Evaluate the construction of a multimodal corridor that includes a crossing of Interstate 95, the TRI-Rail railroad tracks, and the Boynton Canal. The crossing of I-95 and the railroad tracks would be either by a multimodal overpass bridge or a multimodal underpass. The Boynton Canal crossing would feature a multimodal bridge. The multimodal corridor should accommodate people walking and bicycling. The width of multimodal improvements would be based on the modes of travel accommodated. The evaluation should include a 10' to 12' wide shared-use path or multi-use trail through City property west of 4th Street and either: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared use path replacing the existing sidewalk on either side of the ROW; or (3) a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW along 4th Street NW and NW 14th Ave.
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	NE 15th Avenue	Boynton Canal	0.16	Major Multimodal Corridor (US 1)	City / FDOT	Evaluate the addition of green pavement markings to the existing bicycle lanes at intersections and driveways, and at the approach and departure of access connections. Evaluate periodic green pavement markings on the corridor, even if a conflict is not present, to increase visibility of the bicycle lanes.

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
MULTIMODAL CORRIDORS PROPOSED BETWEEN BOYNTON CANAL & BOYNTON BEACH BLVD							
Principal Multimodal Corridor East of Interstate 95 providing an interconnected multimodal alternative to Seacrest Blvd	Palmetto Greens Trail (West) (Boynton Canal)	Seacrest Blvd	NW 13th Avenue	0.38	**Principal Multimodal Corridor (East)**	City	Widen existing multi-use trail to 12' wide to accommodate people walking and bicycling. Add enhanced landscape and hardscape features along the trail and shade trees or structures to the extent permitted by regulatory agencies.
	NW 4th Street	NW 13th Avenue	MLK Jr Blvd (NW 10th Ave)	0.15	**Principal Multimodal Corridor (East)**	City	Add 4' to 5' wide on-street bicycle lanes with green pavement markings and provide 16' to 18' of pavement width for motor vehicle travel without a marked center line. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible. Construct high visibility crosswalks or a raised intersection at MLK Jr. Blvd.
	NW 4th Street	MLK Jr Blvd (NW 10th Ave)	NW 8th Avenue	0.12	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' wide sidewalk along the east side of the ROW; (2) an 8' to 10' wide shared-use path on east side of ROW; (3) an 8' to 10' wide shared-use path on west side of ROW replacing the existing sidewalk; or (4) a 5' wide sidewalk adjacent to the existing sidewalk on the west side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible. Construct high visibility crosswalks or a raised intersection at NW 8th Ave.
	NW 4th Street	NW 8th Avenue	NW 4th Avenue	0.25	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes and 5' wide sidewalks on both sides of the ROW ; or (2) an 8' to 10' wide shared-use path on either side of ROW and a 5' wide sidewalk on the opposite side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NW 4th Street	NW 4th Avenue	Boynton Beach Blvd (SR 804)	0.12	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' wide sidewalk along the east side of ROW; (2) an 8' to 10' wide shared-use path on east side of ROW; (3) an 8' to 10' wide shared-use path on west side of ROW replacing the existing sidewalk; or (4) a 5' wide sidewalk adjacent to the existing sidewalk on the west side of the ROW. Construct a raised intersection or add enhanced pavement markings at NW 4th Avenue intersection. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
Multimodal Connector (Connectivity to Poinciana Elementary School & Palmetto Green Trail)	Poinciana Elementary	Palmetto Greens Trail (West)	Poinciana Elementary	0.22	**Minor Multimodal Corridor (East)**	City / School Board	To the extent feasible while ensuring student safety, provide a continuous multimodal corridor to connect the Palmetto Greens Trail (West) with Poinciana Elementary. Portions of the corridor access may be limited for school use only and open during school hours. Requires coordination with Palm beach County School Board.

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
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ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
Major Multimodal Corridor East of Interstate 95 providing an interconnected multimodal alternative to Seacrest Blvd	Palmetto Greens Trail (East)	Seacrest Blvd	NE 13th Avenue	0.20	**Major Multimodal Corridor (East)**	City	Widen existing multi-use trail to 10' to 12' wide to accommodate people walking and bicycling. Add enhanced landscape and hardscape features along the trail and shade trees or structures to the extent permitted by SFWMD.
	NE 13th Avenue	Palmetto Greens Trail (East)	NE 2nd Street	0.04	**Major Multimodal Corridor (East)**	City	Add 5' to 6' sidewalks along south side of ROW or evaluate the most appropriate treatments to calm traffic, lowers speeds, and provide a high visibility connection between the trail connection and NE 2nd Street. Consider raised intersection or use of decorative pavers or art along NE 13th Ave to transition between the trail connection and NE 2nd Street. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 2nd Street	NE 13th Avenue	MLK Jr. Blvd (NE 10th Avenue)	0.16	**Major Multimodal Corridor (East)**	City	Convert NE 2nd Street to a bicycle Blvd. Evaluate the most appropriate treatments to calm traffic to provide safe speeds for people to walk and bicycle and slow down motor vehicles. Use pavement markings and signage to indicate priority route for multimodal travel. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 2nd MMC	MLK Jr. Blvd (NE 10th Avenue)	NE 9th Avenue	0.07	**Major Multimodal Corridor (East)**	City	Construct a 12' to 14' wide multi-use trail between Martin Luther King Jr Blvd and NE 9th Ave. This property is currently owned by the Boynton Beach CRA. As an alternative to a multi-use trail, consider extension of NE 2nd Street as either a complete street or a curbless shared street. Property ownership varies between MLK Jr Blvd and NE 9th Ave. If an extension of NE 2nd Street is not viable, evaluate other connection options and property acquisition.
	NE 9th Avenue	NE 2nd MMC	NE 1st Street	0.07	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 1st Street	NE 9th Avenue	NE 6th Avenue	0.17	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on the east side of the ROW; or (2) an 8' to 10' wide shared-use path on the west side of ROW where there is no existing path or sidewalk. Evaluate the feasibility of adding on-street parking along one side of the ROW to slow down traffic, in conjunction with the multimodal improvement, if ROW is available. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 1st Street	NE 6th Avenue	NE 4th Avenue	0.13	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on the east side of the ROW; or (2) an 8' to 10' wide shared-use path on the west side of ROW where there is no existing path or sidewalk. Evaluate the feasibility of adding on-street parking along one side of the ROW to slow down traffic, in conjunction with the multimodal improvement, if ROW is available. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 1st Street	NE 4th Avenue	Boynton Beach Blvd (SR 804)	0.12	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on the east side of the ROW; or (2) an 8' to 10' wide shared-use path on the west side of ROW where there is no existing path or sidewalk. Evaluate the feasibility of adding on-street parking along one side of the ROW to slow down traffic, in conjunction with the multimodal improvement, if ROW is available. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
Multimodal Connector (Connectivity between MLK Jr Blvd, US Hwy 1 & Palmetto Green Trail)	Palmetto Greens Trail (East)	NE 13th Avenue	Railroad Avenue	0.23	**Minor Multimodal Corridor (East)**	City	Widen existing multi-use trail to 10' to 12' wide to accommodate people walking and bicycling. Add enhanced landscape and hardscape features along the trail and shade trees or structures to the extent permitted by SFWMD.
	Railroad Avenue	NE 13th Avenue	MLK Jr. Blvd (NE 10th Avenue)	0.17	**Minor Multimodal Corridor (East)**	City	Construct a 5' wide sidewalk along the west side of the ROW.
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	Boynton Canal	MLK Jr. Blvd (NE 10th Avenue)	0.21	**Major Multimodal Corridor (US 1)**	City / FDOT	Evaluate the addition of green pavement markings to the existing bicycle lanes at intersections and driveways, and at the approach and departure of access connections. Evaluate periodic green pavement markings on the corridor, even if a conflict is not present, to increase visibility of the bicycle lanes. Restripe north bound buffered bicycle lane across Boynton Canal to a proper buffered bicycle lane. Add buffer to bike lanes on both sides of ROW from Boynton Canal to MLK Jr Blvd.
Multimodal Connector (Connects Major Multimodal Corridors (East & US 1), Principal Multimodal Corridor (East) & Galaxy Park Trails)	MLK Jr. Blvd (NE 10th Avenue)	Federal Hwy (US 1)	Railroad Avenue	0.04	**Minor Multimodal Corridor (East)**	City	Widen existing sidewalks along both sides of the ROW to 8' to 10' wide shared-use paths. Widen sidewalks across FEC Railroad to the maximum extent feasible and allowed by FEC.
	Railroad Avenue	MLK Jr. Blvd (NE 10th Avenue)	NE 9th Avenue	0.07	**Minor Multimodal Corridor (East)**	City	Convert to a one-way road northbound. Construct an 8' to 10' wide shared-use path along the west side of the ROW where adequate ROW exist or can be acquired. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 9th Avenue	Railroad Avenue	NE 2nd MMC	0.15	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. NE 9th Ave between NE 2nd MMC and NE 1st Street is part of Major Multimodal Corridor (East). Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 8th Avenue (portion of the corridor from NE 2nd MMC to NE 1st Street is part of the Major Multimodal Corridor East)	NE 1st Street	Seacrest Blvd	0.13	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. The multimodal corridor can be located on either NE 8th Ave or NE 7th Ave, whichever provides a safer crossing of Seacrest Blvd. Provide a raised median and a high visibility crosswalk with an rectangular rapid flashing beacon (RRFB) at the intersection with Seacrest Blvd. The high visibility crosswalk could be located at NE 7th Avenue to serve existing transit stops. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NW 8th Corridor (includes portions of NW 1st Street)	Seacrest Blvd	NW 2nd Street	0.24	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in existing sidewalk gaps on NW 8th Ave between Seacrest Blvd and NW 1st Street; or (2) an 8' to 10' wide shared-use path on either side of ROW. A portion of this corridor uses NW 1st Street to connect NW 8th Avenue. If on-street bicycle lanes are constructed, 5' wide sidewalks should be constructed along NW 1st Street and NW 8th Avenue between NW 1st Street and NW 2nd Street. Construct a raised intersection with NW 2nd Street to address existing intersection off-set. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NW 8th Avenue	NW 2nd Street	NW 4th Street	0.15	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalks on one side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NW 8th Avenue	NW 4th Street	Galaxy Park Trail	0.10	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; or (2) an 8' to 10' wide shared-use path on south side of ROW. Corridor cross-section should be consistent with appropriate multimodal connections to the Major Multimodal Corridor (Galaxy).

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
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MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	MLK Jr. Blvd (NE 10th Avenue)	NE 6th Avenue	0.25	**Major Multimodal Corridor (US 1)**	City / FDOT	Evaluate adding additional 4" pavement marking adjacent to existing bike lanes along both sides of the ROW to provide an additional buffer. Add periodic green pavement markings along bicycle lanes to increase visibility. Evaluate the construction of high visibility crosswalks and a pedestrian hybrid beacon (PHB) at NE 6th Avenue. Longer term evaluate the construction of curbside bicycle lanes and modify existing chevrons and on-street parking. Consider requirements for additional ROW to add on-street parking or curbside or buffered bicycle lanes as part of future redevelopment.
Major Multimodal Corridor (Galaxy Elementary & Galaxy Park)	NE 6th Avenue	Federal Hwy (US 1)	NE 3rd Street	0.13	**Major Multimodal Corridor (Galaxy)**	City	In the interim, the use of sharrows with high visibility markings can be provided. Conduct a study to determine the most appropriate multimodal facility as adjacent parcels redevelop. Ideally on-street bike lanes and sidewalks on both sides of the ROW or an 8' to 10' shared-use path would be constructed as adjacent land uses redevelop. NE 6th is the only FEC railroad crossing between Boynton Beach Blvd and MLK Jr Blvd. This would be a longer term project as ROW is constrained and adjacent land uses are industrial with paved access and parking across the existing ROW.
	NE 6th Avenue	NE 3rd Street	NE 1st Street (Major Multimodal Corridor East)	0.13	**Major Multimodal Corridor (Galaxy)**	City	Upgrade sidewalk on north side of ROW to an 8' to 10' wide shared-use path. Multimodal improvement subject to change based on type of facility connecting to Federal Hwy (US 1). Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NE 4th Avenue (Corridor uses part of Major Multimodal Corridor East between NE 6th and NE 4th)	NE 1st Street (Major Multimodal Corridor East)	Seacrest Blvd	0.12	**Major Multimodal Corridor (Galaxy)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalks on both sides of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. Provide a high visibility crosswalk with a raised median and an RRFB or pedestrian hybrid beacon (PHB) at the intersection with Seacrest Blvd. Corridor could be relocated to NE 5th Avenue. The current ROW is constrained, additional ROW would be needed from the CRA prior to redevelopment of adjacent parcels. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible. Type of improvement subject to change based on LDRs and redevelopment of adjacent land uses.
	NW 4th Avenue	Seacrest Blvd	NW 4th Street	0.34	**Major Multimodal Corridor (Galaxy)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; or (2) an 8' to 10' wide shared-use path on south side of ROW. The south side of the ROW would provide a connection between Galaxy Park and the Barton Memorial Park Trail. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NW 4th Avenue	NW 4th Street	Galaxy Park	0.10	**Major Multimodal Corridor (Galaxy)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path on either side of ROW replacing the existing sidewalk; or (3) a 5' wide sidewalk adjacent to the existing sidewalk on the west side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	Galaxy Park Trail	NW 4th Avenue	NW 8th Avenue	0.36	**Major Multimodal Corridor (Galaxy)**	City	Upgrade existing sidewalk within Galaxy Park to provide an 8' to 10' wide shared use path. Construct an 8' to 10' wide shared-use path from the baseball field to NW 8th Avenue in a context sensitive manner. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	NW 8th Avenue	NW 4th Street	Barton Memorial Park Trail	0.06	**Major Multimodal Corridor (Galaxy)**	City	Construct an 8' to 10' wide shared-use path on south side of ROW to connect the Galaxy Park Trail and the Barton Memorial Park Trail. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	Barton Memorial Park Trail	NW 8th Avenue	NW 12st Avenue	0.25	**Major Multimodal Corridor (Galaxy)**	City	Enhance and upgrade the Barton Memorial Park Trail to include hardscape and landscape improvements. Install street lighting for people walking and bicycling.
	NW 12th Avenue	Barton Memorial Park Trail	NW 4th Street (Principal Multimodal Corridor East)	0.15	**Major Multimodal Corridor (Galaxy)**	City	Construct on-street bicycle lanes or a bicycle blvd if ROW is constrained to connect Barton Memorial Park and Principal Multimodal Corridor (East). Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
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ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	NE 6th Avenue	Boynton Beach Blvd (SR 804)	0.25	**Major Multimodal Corridor (US 1)**	City / FDOT	Evaluate adding additional 4" pavement marking adjacent to existing bike lanes along both sides of the ROW to provide an additional buffer. Add periodic green pavement markings along bicycle lanes to increase visibility. Construct high visibility crosswalks at Boynton Beach Blvd. Longer term evaluate the construction of curbside bicycle lanes and modify existing chevrons and on-street parking. Consider requirements for additional ROW to add on-street parking or curbside or buffered bicycle lanes as part of future redevelopment.
Major Multimodal Corridor (Boynton Beach Blvd)	E. Boynton Beach Blvd	NE 6th Street	US Hwy 1	0.16	**Major Multimodal Corridor (Boynton Beach Blvd)**	City	Corridor was updated based on prior mobility plan. Shown for connectivity and illustration purposes only.
	E. Boynton Beach Blvd	US Hwy 1	I-95 East Ramps	0.89	**Major Multimodal Corridor (Boynton Beach Blvd)**	FDOT	Project currently under construction with 9' wide sidewalks on the north and 15' wide sidewalks on the south. Shown for connectivity and illustration purposes only.
MULTIMODAL CORRIDORS PROPOSED BETWEEN BOYNTON BEACH BLVD & WOOLBRIGHT RD							
Principal Multimodal Corridor East of Interstate 95 providing enhanced multimodal access to Forest Park Elementary School	Boynton Beach Blvd (SR 804)	NW 4th Street	NW 3rd Street	0.06	**Principal Multimodal Corridor (East)**	City / FDOT	Construct high visibility crosswalks and a pedestrian hybrid beacon (PHB) to connect the Principal Multimodal Corridor East of Interstate 95 across Boynton Beach Blvd.
	NW 3rd Street	Boynton Beach Blvd (SR 804)	W. Ocean Avenue	0.12	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path on east side of ROW; (3) an 8' to 10' wide shared-use path on west side of ROW replacing the existing sidewalk; or (4) a 5' wide sidewalk adjacent to the existing sidewalk on the west side of the ROW. Construct a raised intersection or add enhanced pavement markings at W. Ocean Ave intersection. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 3rd Street	W. Ocean Avenue	SW 2nd Avenue	0.12	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path on east side of ROW; (3) an 8' to 10' wide shared-use path on west side of ROW replacing the existing sidewalk; or (4) a 5' wide sidewalk adjacent to the existing sidewalk on the west side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 3rd Street	SW 2nd Avenue	SW 4th Avenue	0.12	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path on west side of ROW; (3) an 8' to 10' wide shared-use path on east side of ROW replacing the existing sidewalk; or (4) a 5' wide sidewalk adjacent to the existing sidewalk on the east side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 4th Avenue	SW 3rd Street	SW 3rd Street	0.08	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill sidewalk gap on the north side of ROW; (2) an 8' to 10' wide shared-use path on south side of ROW; or (3) an 8' to 10' wide shared-use path on north side of ROW replacing existing sidewalk. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 3rd Street	SW 4th Avenue	SW 14th Avenue	0.57	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path on east side of ROW; (3) an 8' to 10' wide shared-use path on west side of ROW replacing the existing sidewalk; or (4) a 5' wide sidewalk adjacent to the existing sidewalk on the west side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 14th Avenue	SW 3rd Street	SW 2nd Street	0.13	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. Construct a raised intersection or high visibility crosswalk at SW 2nd Street. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 2nd Street	SW 14th Avenue	Woolbright Road	0.07	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk on the west side of the ROW; (2) an 8' to 10' wide shared-use path on west side of ROW; (3) an 8' to 10' wide shared-use path on east side of ROW replacing the existing sidewalk; or (4) a 5' wide sidewalk adjacent to the existing sidewalk on the east side of the ROW. Construct a pedestrian hybrid beacon (PHB) on Woolbright Road at SW 2nd Street. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
Major Multimodal Corridor East of Interstate 95 provide an interconnected multimodal alternative to Seacrest Blvd	NE / SE 1st Street	Boynton Beach Blvd (SR 804)	SE 2nd Avenue	0.25	**Major Multimodal Corridor (East)**	City	Various multimodal upgrades constructed by proposed developments or proposed curbless shared street to be constructed by the City (See Streets Plan)
	SE 1st Street	SE 2nd Avenue	Woolbright Road	0.75	**Major Multimodal Corridor (East)**	City	Funded 10' wide shared-use path on the west side of the ROW.
	SE 12th Avenue	Federal Hwy (US 1)	SE 1st Street	0.19	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street buffered bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path on either side of ROW replacing the existing sidewalk; or (3) a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Coordinate with FEC Railway on the most appropriate multimodal improvements across railroad tracks and connecting to SE. 1st Street. Provide high visibility crosswalk or raised intersection at SE 1st Street.
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	Boynton Beach Blvd (SR 804)	W. Ocean Avenue	0.12	**Major Multimodal Corridor (US 1)**	City / FDOT	Evaluate adding additional 4" pavement marking adjacent to existing bike lanes along both sides of the ROW to provide an additional buffer. Add periodic green pavement markings along bicycle lanes to increase visibility. Construct high visibility crosswalks at W. Ocean Ave.
Ocean Ave Multimodal Corridor Evaluation	Ocean Corridor	SW 3rd Street (Principal Multimodal Corridor East)	SW 8th Street (Principal Multimodal Corridor West)	0.72	**Multimodal Corridor Evaluation**	City / FDOT	Evaluate the construction of a multimodal bridge over Interstate 95 and the railroad tracks for people walking and bicycling. The evaluation shall include the appropriate types of access ramps and stairs along both sides of the Interstate, with enhanced design considerations adjacent to residential dwellings east of I-95. The evaluation would also include determining the most appropriate multimodal improvements to be constructed along W. Ocean Ave (east of I-95) and W. Ocean Drive (west of I-95).
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	W. Ocean Avenue	SE 5th Avenue	0.29	**Major Multimodal Corridor (US 1)**	City / FDOT	Evaluate adding additional 4" pavement marking adjacent to existing bike lanes along both sides of the ROW to provide an additional buffer. Add periodic green pavement markings along bicycle lanes to increase visibility. Evaluate the construction of high visibility crosswalks and a pedestrian hybrid beacon (PHB) at SE 5th Avenue.
Multimodal Connector Major Multimodal Corridor (US 1) to Principal Multimodal Corridor (East)	SE 5th Avenue	Federal Hwy (US 1)	SE 3rd Street	0.14	**Minor Multimodal Corridor (East)**	City	See Streets Plan for Walking and Streetscape Enhancement
	SE 5th Avenue	SE 3rd Street	SE 1st Street	0.11	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. Coordinate with FEC Railway on the appropriate type of multimodal improvement across railroad tracks.
	SE 6th Avenue	SE 1st Street	Seacrest Blvd	0.12	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. Construct high visibility crosswalk at Seacrest Blvd with either a RRFB or a PHB.
	SW 6th Avenue	Seacrest Blvd	SW 2nd Street	0.25	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill sidewalk gap on the north side of ROW; (2) an 8' to 10' wide shared-use path on south side of ROW; or (3) an 8' to 10' wide shared-use path on north side of ROW replacing existing sidewalk.
	SW 6th Avenue	SW 2nd Street	SW 3rd Street	0.13	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. Construct raised intersection or high visibility crosswalk at SW 3rd Street.
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	SE 5th Avenue	SE 12th Avenue	0.39	**Major Multimodal Corridor (US 1)**	City / FDOT	Evaluate adding additional 4" pavement marking adjacent to existing bike lanes along both sides of the ROW to provide an additional buffer. Add periodic green pavement markings along bicycle lanes to increase visibility. Evaluate the construction of high visibility crosswalks and a pedestrian hybrid beacon (PHB) at SE 12th Avenue.

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
Multimodal Connector (Connects Major Multimodal Corridor (East), Principal Multimodal Corridor (East) & Forest Park Elementary School)	SE 12th Avenue	SE 1st Street	Seacrest Blvd	0.11	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path on either side of ROW replacing the existing sidewalk; or (3) a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Construct high visibility crosswalk at Seacrest Blvd with either a RRFB or a PHB.
	SW 12th Avenue	Seacrest Blvd	SW 2nd Street	0.24	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path on south side of ROW; (3) an 8' to 10' wide shared-use path on north side of ROW replacing the existing sidewalk; or (4) a 5' wide sidewalk adjacent to the existing sidewalk on the north side of the ROW.
	SW 12th Avenue	SW 2nd Street	SW 3rd Street	0.13	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path on north side of ROW; (3) an 8' to 10' wide shared-use path on south side of ROW replacing the existing sidewalk; or (4) a 5' wide sidewalk adjacent to the existing sidewalk on the south side of the ROW. Construct raised intersection or high visibility crosswalk at SW 3rd Street. Evaluate for additional traffic calming, if warranted.
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	SE 12th Avenue	Woolbright Road	0.19	**Major Multimodal Corridor (US 1) & Major Multimodal Corridor (East)**	City / FDOT	Evaluate adding additional 4" pavement marking adjacent to existing bike lanes along both sides of the ROW to provide an additional buffer. Add periodic green pavement markings along bicycle lanes to increase visibility. Construct high visibility crosswalks at Woolbright Road.
MULTIMODAL CORRIDORS PROPOSED BETWEEN WOOLBRIGHT RD & GULFSTREAM BLVD							
Principal Multimodal Corridor (East of Interstate 95 providing an interconnected multimodal alternative to Seacrest Blvd)	Little League Park (Woolbright R	SW 2nd Street	SW 3rd Street	0.13	**Principal Multimodal Corridor (East)**	City	Construct an 8' to 10' shared-use path adjacent to Woolbright Road ROW. If property is constrained, construct a 5' wide sidewalk adjacent to existing sidewalk along Woolbright Road.
	SW 3rd Street	Little League Park (Woolbright Road)	SW 23rd Avenue	0.46	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. Construct high visibility crosswalk with an RRFB or PHB at intersection with SW 23rd Avenue.
	SW 23rd Avenue	SW 3rd Street	SW 5th Street	0.20	**Principal Multimodal Corridor (East)**	City / County	Construct an 8' to 10' wide shared-use path and replace the existing sidewalk on the south side of the ROW or provide a separate 5' to 6' wide sidewalk parallel to the existing SW 23rd Avenue to provide a total of 10' to 12' for people walking and bicycling.
	SW 5th Street	SW 23rd Avenue	SW 25th Avenue	0.12	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW and replace the existing sidewalk; or (3) a 5' to 6' wide sidewalk parallel to the existing sidewalk along either side of the ROW.
	SW 5th Street	SW 25th Avenue	SW 27th Avenue	0.17	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in existing sidewalk gaps on both sides of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW and replace small portions of the existing sidewalk.
	SW 27th Avenue	SW 5th Street	SW 4th Street	0.05	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW.
	SW 4th Street	SW 27th Avenue	SW 28th Avenue	0.21	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW.
	Churchill Drive	SW 28th Avenue	Chapel Hill Blvd	0.15	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. Construct a raised intersection or high visibility crosswalks at Chaple Hill Blvd.
	Chapel Hill Blvd	Churchill Drive	Seacrest Blvd	0.06	**Principal Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW.
	Seacrest Blvd	Chapel Hill Blvd	Gulfstream Blvd	0.48	**Principal Multimodal Corridor (East)**	City / County	Construct on-street bike lanes with green pavement markings similar to the cross-section within Delray Beach.

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
Multimodal Connector (Forest Hills Park)	SW 25th Avenue	SW 5th Street (Principal Multimodal Corridor East)	SW 6th Street	0.05	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW and replace the existing sidewalk; or (3) a 5' to 6' wide sidewalk parallel to the existing sidewalk along either side of the ROW.
	SW 25th Avenue	SW 6th Street	Forest Hills Park	0.23	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. Within the park, either: (1) construct an 8' to 10' wide shared-use path and replace the existing sidewalk; or (2) construct a parallel 5' to 6' wide sidewalk which may be separate from the existing sidewalk to accommodate landscape.
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	Woolbright Road	SE 21st Avenue	0.37	**Major Multimodal Corridor (US 1) & Major Multimodal Corridor (East)**	City / FDOT	Evaluate adding additional 4" pavement marking adjacent to existing bike lanes along both sides of the ROW to provide an additional buffer. Add periodic green pavement markings along bicycle lanes to increase visibility. Underground existing overhead utilities. Evaluate the construction of high visibility crosswalks and a pedestrian hybrid beacon (PHB) at SE 21st Avenue.
Major Multimodal Corridor East of Interstate 95 provide an interconnected multimodal alternative to Seacrest Blvd	SE 21st Avenue	Federal Hwy (US 1)	SE 3rd Street	0.17	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. Construct high visibility crosswalk and a PHB at Federal Hwy (US 1).
	SE 3rd Street	SE 21st Avenue	SE 23rd Avenue	0.14	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on the east side of the ROW; (2) an 8' to 10' wide shared-use path on the west side of ROW; (3) an 8' to 10' wide shared-use path on the east side of ROW and replace existing sidewalk.
	SE 23rd Avenue	SE 3rd Street	SE 2nd Street	0.06	**Major Multimodal Corridor (East)**	City	Widen existing sidewalk on the south side of the ROW. Coordinate with FEC Railroad on the appropriate type of multimodal upgrade along the south side of the ROW. Construct a high visibility crosswalk with an RRFB or PHB on SE 23rd Avenue at SE 3rd Street.
	SE 2nd Street	SE 23rd Avenue	SE 26th Avenue	0.19	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW; (2) an 8' to 10' wide shared-use path on east side of ROW; (3) an 8' to 10' wide shared-use path on west side of ROW replacing the existing sidewalk; or (4) a 5' wide sidewalk adjacent to the existing sidewalk on the west side of the ROW.
	SE 26th Avenue	SE 2nd Street	SE 1st Street	0.10	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on the north side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW and replace existing sidewalk and fill in sidewalk gaps on the side of the ROW without a shared-use path.
	SE 1st Street	SE 26th Avenue	SE 27th Avenue	0.07	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on the west side of the ROW; or (2) an 8' to 10' wide shared-use path on east side of ROW; or (3) construct a 5' wide sidewalk parallel to the existing sidewalk then construct an 8' to 10' wide shared use path to fill existing gap on west side of the ROW.
	SE 27th Avenue	SE 1st Street	SE 2nd Street	0.10	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and construct sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW.
	SE 2nd Street	SE 27th Avenue	SE 31st Avenue	0.39	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on the east side of the ROW; or (2) an 8' to 10' wide shared-use path on west side of ROW and fill in the gap in the sidewalk on the east side of the ROW; or (3) construct a 5' wide sidewalk parallel to the existing sidewalk then construct an 8' to 10' wide shared use path to fill existing gap on east side of the ROW. Multimodal corridor may run within portions of Betty Thomas Park.
	SE 31st Avenue	SE 2nd Street	Seacrest Blvd	0.38	**Major Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and construct sidewalk on either side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW. Coordinate with County on access connections to Seacrest Scrub Natural Area if connections can be closed when the natural area is closed to the public.

APPENDIX G2: MULTIMODAL CORRIDOR PLAN DETAIL (EAST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
MULTIMODAL CORRIDORS PROPOSED BETWEEN NORTHERN CITY LIMITS AND GATEWAY BLVD							
Multimodal Connector Connectivity to Principal & Major Multimodal Corridors (East)	Bethesda Hospital (Baptist Healt	SW 23rd Avenue (Principal Multimodal Corridor East)	Seacrest Blvd	0.26	**Minor Multimodal Corridor (East)**	City / Hospital	Coordinate with Bethesda Hospital (Baptist Health) on the construction of a context sensitive multimodal improvement that connects SW 23rd Avenue with Seacrest Blvd. The preference would be a 10' to 12' wide shared-use path either within a ROW or an easement. The intent of the multimodal improvement would be to connect the Principal and Major Multimodal Corridors East with the Hospital. The alignment shown on the map is conceptual and the attempt is to run along the perimeter of the property to minimize any conflicts with internal circulation of the hospital.
	SE 26th Avenue	Seacrest Blvd	SE 1st Street (Major Multimodal Corridor East)	0.18	**Minor Multimodal Corridor (East)**	City	Construct one of the following: (1) on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps on the north side of the ROW; or (2) an 8' to 10' wide shared-use path on either side of ROW and replace existing sidewalk and fill in sidewalk gaps on the side of the ROW without a shared-use path. Construct high visibility crosswalks at Seacrest Blvd.
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	SE 21st Avenue	SE 23rd Avenue	0.14	**Major Multimodal Corridor (US 1)**	City / FDOT	Evaluate adding additional 4" pavement marking adjacent to existing bike lanes along both sides of the ROW to provide an additional buffer. Add periodic green pavement markings along bicycle lanes to increase visibility. Underground existing overhead utilities. Construct high visibility crosswalks at SE 23rd Avenue.
	Federal Hwy (US 1)	SE 23rd Avenue	Old Dixie Hwy	0.45	**Major Multimodal Corridor (US 1)**	City / FDOT	Evaluate adding additional 4" pavement marking adjacent to existing bike lanes along both sides of the ROW to provide an additional buffer. Add periodic green pavement markings along bicycle lanes to increase visibility. Underground existing overhead utilities. Evaluate the construction of high visibility crosswalks and a pedestrian hybrid beacon (PHB) at the intersection of US Hwy 1 and Old Dixie Hwy.
Multimodal Connector Major Multimodal Corridor (US 1) to Principal Multimodal Corridor (East)	Old Dixie Hwy	Federal Hwy (US 1)	Gulfstream Blvd	0.79	**Minor Multimodal Corridor (East)**	City	Widen existing sidewalks to shared-use paths or construct protected bicycle lanes adjacent to existing sidewalks along both side of the ROW. Evaluate intersections for multimodal safety enhancements.
	Gulfstream Blvd	Federal Hwy (US 1)	Seacrest Blvd	0.50	**Minor Multimodal Corridor (East)**	City	Widen existing sidewalk on the north side of ROW to a 10' to 12' wide shared-use path. Add landscape and enhanced crosswalks along the north side of the ROW.
Major Multimodal Corridor (US 1)	Federal Hwy (US 1)	Old Dixie Hwy	Gulfstream Blvd	0.67	**Major Multimodal Corridor (US 1)**	City / FDOT	Evaluate adding additional 4" pavement marking adjacent to existing bike lanes along both sides of the ROW to provide an additional buffer. Add periodic green pavement markings along bicycle lanes to increase visibility. Underground existing overhead utilities. Construct high visibility crosswalks at Gulfstream Blvd.
BOARDWALKS PROPOSED BETWEEN GATEWAY BLVD & GULFSTREAM BLVD							
Boardwalks	New Boardwalk	NE 6th Ave	Boynton Beach Blvd	0.18	**Boardwalk**	City	Construct 12' to 14' wide boardwalk along intercoastal.
	New Boardwalk	E Ocean Ave	SE 2nd Ave	0.10	**Boardwalk**	City	Upgrade existing boardwalk along intercoastal adjacent to the Coastal Towers Condo Association.
	New Boardwalk	Snug Harbor Dr	Existing boardwalk at Seagate Condos	0.37	**Boardwalk**	City	Construct 12' to 14' wide boardwalk along intercoastal.
	New Boardwalk	Tuscan Wy (Existing Boardwalk)	Jaycee Park	0.17	**Boardwalk**	City	Construct 12' to 14' wide boardwalk along intercoastal.
	New Boardwalk	Jaycee Park (Existing boardwalk)	Colonial Club (Existing boardwalk)	0.02	**Boardwalk**	City	Construct new 12' to 14' boardwalk in small gap between existing boardwalks at Jaycee Park and the Colonial Club

APPENDIX G3

Multimodal Corridors Plan Detail: West

APPENDIX G3: MULTIMODAL CORRIDOR PLAN DETAIL (WEST)

Corridor	Street	From	To	Length (Mi)	Project Type	Construction / Maintenance Entity	Project Description
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
Principal Multimodal Corridor (West of Interstate 95 providing an interconnected multimodal alternative to Congress Avenue) **Connects the following:** **Lake Worth Christian School, Imagine Chancellor School, TRI-Rail Station, Pioneer Canal Park, Laurel Hills Park, Private Community Parks, & Caloosa Park**	High Ridge Rd	Newport Place	Oakwood Ct	0.39	**Principal Multimodal Corridor (West)**	City / County	Widen existing sidewalks to 8' to 10' wide shared-use paths or construct 5' to 6' protected bike lanes parallel to existing sidewalks along both sides of the ROW. Enhances multimodal connectivity to Discovery Village and High Ridge Scrub Natural Area.
	High Ridge Rd	Oakwood Ct	Miner Rd	0.41	**Principal Multimodal Corridor (West)**	City / County	Widen existing sidewalks to 8' to 10' wide shared-use paths or construct 5' to 6' protected bike lanes parallel to existing sidewalks along both sides of the ROW. Enhances multimodal connectivity to Imagine Chancellor Charter School and Lake Worth Christian School.
	High Ridge Rd	Miner Rd	Gateway Blvd	0.55	**Principal Multimodal Corridor (West)**	City	Construct 10' shared-use paths on both sides of the ROW. Project is in the 2045 LRTP. High Ridge is proposed to be widened to four lanes from NW 25th Avenue to Miner Road (See Streets Plan).
	High Ridge Rd	Gateway Blvd	Park Ridge Blvd	0.63	**Principal Multimodal Corridor (West)**	City	Construct a 8' to 10' wide shared-use path west side of the ROW replacing the existing sidewalk. As an alternative, construct a 5' wide sidewalk adjacent to the existing sidewalk along the west side of the ROW.
	High Ridge Rd	Park Ridge Blvd	Stanley Weaver Canal	0.15	**Principal Multimodal Corridor (West)**	City	Construct an 8' to 10' wide shared-use path as a replacement of the existing sidewalk along the west side of the ROW. As an alternative, fill in the gap in the existing sidewalk to the canal and construct a 5' wide sidewalk adjacent to the existing sidewalk.
	Stanley Weaver Canal	High Ridge Rd	Pioneer Canal Park	0.21	**Principal Multimodal Corridor (West)**	City	Construct a 12' wide multimodal bridge across the Stanley Weaver Canal. Construct a 10' to 12' wide shared-use path along the south side of the canal. Coordinate with South FL WMD on use of canal ROW. As an alternative, seek to acquire an easement or purchase ROW from private property and construct the 10' to 12' wide shared-use path along the north side of the ROW and construct the multimodal bridge to connect with Pioneer Canal Park.
	Pioneer Canal Park	Stanley Weaver Canal	NW 13th Avenue	0.27	**Principal Multimodal Corridor (West)**	City	Construct a 10' to 12' wide shared-use path through the park to align with NW 7th Court. The shared-use path may be split into separate 5' to 6' wide paths to maneuver around existing trees or existing structures.
	NW 7th Court	NW 13th Avenue	NW 8th Avenue	0.28	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and complete sidewalk gaps along both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path along either side of the ROW and replace the existing sidewalk. Or fill in sidewalk gaps on one side of the ROW and construct a parallel 5' wide sidewalk (Provides a total of 10' of multimodal improvements for walking and bicycling).
	NW 8th Avenue	NW 7th Court	NW 7th Street	0.06	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and a 5' wide sidewalk along the north side of the ROW. As an alternative, construct an 8' to 10' wide shared-use path along the south side of the ROW and replace the existing sidewalk. Or construct a parallel 5' wide sidewalk on the south side of the ROW (Provides a total of 10' of multimodal improvements for walking and bicycling). The proposed improvement shifts to NW 7th Street due to limited ROW along NW 7th Court between NW 8th Avenue and NW 4th Avenue.
	NW 7th Street	NW 8th Avenue	NW 5th Avenue	0.16	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and complete sidewalk gaps along both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path along either side of the ROW and either replace the existing sidewalk or construct a parallel 5' wide sidewalk. If constructing a shared-use path, fill in gaps on the side of the ROW where the path is constructed.
	Laurel Hills Park	NW 5th Avenue	NW 4th Avenue	0.07	**Principal Multimodal Corridor (West)**	City	Construct an 8' to 10' wide shared-use path through Laurel Hills Park due to a 30' wide ROW along NW 7th Street from NW 5th Avenue to Boynton Beach Blvd. The shared-use path may be split into separate 5' wide paths to maneuver around existing trees or existing structures.
	NW 4th Avenue	NW 7th Street	NW 7th Court	0.05	**Principal Multimodal Corridor (West)**	City	Construct an 8' to 10' wide shared-use path through Laurel Hills Park. The shared-use path may be split into separate 5' wide paths to maneuver around existing trees or existing structures. Construct a raised table-top crosswalk with a vertical crossing to transition from the north side of the ROW to the south side of the ROW and avoid the need to acquire an easement or ROW along the north side of NW 4th Avenue outside of the park parcel.
	NW 7th Court	NW 4th Avenue	Boynton Beach Blvd (SR 804)	0.14	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and complete sidewalk gaps along the west side of the ROW. As an alternative, construct an 8' to 10' wide shared-use path along the east side of the ROW and fill in the sidewalk gaps on the west side of the ROW. Or fill in the sidewalk gaps on the west side of the ROW and construct a parallel 5' wide sidewalk on the west side of the ROW (provides a total of 10' for walking and bicycling).

APPENDIX G3: MULTIMODAL CORRIDOR PLAN DETAIL (WEST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
Principal Multimodal Corridor (West of Interstate 95 providing an interconnected multimodal alternative to Congress Avenue) **Connects the following:** **Lake Worth Christian School, Imagine Chancellor School, TRI-Rail Station, Pioneer Canal Park, Laurel Hills Park, Private Community Parks, & Caloosa Park**	Boynton Beach Blvd (SR 804)	NW 7th Court	SW 8th Street	0.11	**Principal Multimodal Corridor (West)**	City / FDOT	Provide high-visibility cross-walks along the north side of the ROW where crossing an intersection or driveway. Evaluate the acquisition of an easement or ROW to provide a 10' wide shared-use path on the north side of the ROW. Provide high visibility crosswalks at SW 8th Street. Upgraded bicycle lanes and sidewalk improvements are currently funded in FY 25 / 26 as part of a resurfacing project along Boynton Beach Rd.
	SW 8th Street	Boynton Beach Blvd (SR 804)	Ocean Drive	0.28	**Principal Multimodal Corridor (West)**	City	Construct protected bike lanes along both sides of the ROW adjacent to the existing sidewalks. Provide high visibility crosswalks across intersections. If not feasible, add on-street bicycle lanes and a 8' to 10' wide shared-use path along the west side of the ROW. The shared-use path can either replace the existing sidewalk or construct an adjacent 5' wide sidewalk. A center turn lane is also proposed for this corridor (See Streets Plan).
	Ocean Drive	SW 8th Street	SW 18th Street	0.36	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Provide a raised intersection, high visibility crosswalks, or a roundabout at SW 18th Street. If on-street bicycle lanes are provided, provide access ramps to sidewalks where the are structures over canals. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 18th Street	Ocean Drive	Woolbright Rd	0.84	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Provide high visibility crosswalks at Woolbright Road. If on-street bicycle lanes are provided, provide access ramps to sidewalks where the are structures over canals. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 18th Street	Woolbright Rd	SW 23rd Avenue	0.56	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Provide high visibility crosswalks and a pedestrian hybrid beacon (PHB) at SW 23rd Avenue. If on-street bicycle lanes are provided, provide access ramps to sidewalks where the are structures over canals. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 12th Court	SW 23rd Avenue	SW 11th Street	0.25	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps along both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Fill in gaps in the sidewalk system along the side of the ROW where the shared-use path is constructed. Construct a raised intersection or high visibility crosswalks at SW 11th Street. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 11th Street	SW 23rd Avenue	Caloosa Park Trail	0.49	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk along one side of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the small portions of existing sidewalks. Construct a raised intersection or high visibility crosswalks at SW 27th Avenue. Construct the improvements to the existing multimodal bridge over the canal. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.

APPENDIX G3: MULTIMODAL CORRIDOR PLAN DETAIL (WEST)

Corridor	Street	From	To	Length (Mi)	Project Type	Construction / Maintenance Entity	Project Description
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Major Multimodal Corridor (West of Interstate 95 providing an interconnected multimodal alternative to Congress Avenue) Connects the following: Boynton Beach High School, Renaissance Commons, Boynton Beach Mall, & Congress Middle School	Park Ridge Blvd	High Ridge Rd	Alpha Dr	0.41	Major Multimodal Corridor (West)	City	Construct a 10' wide shared-use path along the south side of the ROW or add a 5' wide sidewalk adjacent to the existing sidewalk along the north side of the ROW.
	Park Ridge Connector	Park Ridge Blvd	Renaissance Commons Blvd	0.52	Major Multimodal Corridor (West)	City / Other Government	Construct a 10' wide shared-use path that connects the proposed Park Ridge Blvd shared-use path and runs along the north side of the Stanley Weaver Canal and includes a multimodal bridge over the Lake Ida Canal to connect with the existing multimodal facility parallel to the Stanley Weaver Canal. If the multimodal facility on the north side of the ROW is privately owned between the Lake Ida Canal and Renaissance Commons Blvd, evaluate construction of an 8' to 10' wide shared-use path within the canal ROW. Coordinate use of canal ROW with School Board and S. FL. WMD.
	Renaissance Commons Blvd	North side of canal	South side of canal	0.03	Major Multimodal Corridor (West)	City / Developer / Other Government	Provide high-visibility crosswalks or raised crosswalks and rapid rectangular flashing beacons (RRFBs) on north and south sides of the bridge at the crossing locations for multimodal facilities.
	Renaissance Commons Connector	Renaissance Commons Blvd	Congress Ave	0.15	Major Multimodal Corridor (West)	City / Developer / Other Government	Construct an 8' to 10' wide shared-use path or a 5' to 6' wide path on the north side of the existing sidewalk. Coordinate use of canal ROW with S. FL. WMD. Construct a high visibility crosswalk and a pedestrian hybrid beacon (PHB) at Congress Ave. Separate facilities for people walking and bicycling is preferred to maintain existing landscape. Install lighting along the multimodal facilities. **Alternative:** If a PHB is not permitted at Congress Ave, then direct people walking and bicycling to travel south (.10 miles) along the west side of Congress Ave to cross at the Boynton Village traffic signal.
	Renaissance Commons Connector	Congress Ave	Boynton Mall Trail	0.26	Major Multimodal Corridor (West)	City / Developer / Other Government	Construct an 8' to 10' wide shared-use path on the southside of the canal. Coordinate use of canal ROW with Lake Worth Drainage District. If the S. FL. WMD and Lake Worth Drainage District does not grant use of the canal ROW, coordinate with CDD and private property owners to evaluate use of Audace Ave and Mall Entrance Road to provide a parallel multimodal facility to the shared-use path along the canal. **Alternative:** If a PHB is not permitted at Congress Ave, then consider an 8' wide shared-use path along the northern access connection to Congress Ave that aligns with the Boynton Village traffic signal or upgrade the current 5' wide sidewalk along the west side of Congress Avenue to an 8' to 10' wide shared-use path. Construct a high visibility crosswalks along the north side of the Congress Ave intersection.
	Boynton Mall Trail	Renaissance Commons Connector	Winchester Park Blvd	0.85	Major Multimodal Corridor (West)	City / Developer	Construct an 8' to 10' wide shared-use path along the western and southern portions of the mall from the canal to the Mall Entrance Road that aligns with Winchester Park Blvd. Construction of the shared-use path will require coordination with the Mall Owners and obtaining a public access easement for the multimodal facility.
	Winchester Park Blvd	Boynton Mall Trail	Boynton Beach Blvd (SR 804)	0.37	Major Multimodal Corridor (West)	City / FDOT	Widen existing sidewalks to 8' to 10' wide shared-use paths or construct 5' to 6' protected bike lanes parallel to existing sidewalks along both sides of the ROW. Due to turn lanes, portions of the bicycle lanes may need to share the facility with the existing sidewalk. Construct high visibility crosswalks at both Old Boynton Road and Boynton Beach Blvd.
	Ocean Drive Connector	Boynton Beach Blvd (SR 804)	Congress Ave	0.37	Major Multimodal Corridor (West)	City / Developer / Other Government	Construct a 12' to 14' wide multi-use trail that connects Congress Avenue and Boynton Beach Blvd at the intersection with Winchester Park Blvd. The multimodal corridor will require coordination with adjacent property owners to secure the necessary rights-of-way (ROW) or easements. Construct high visibility crosswalks at Congress Avenue.
	Ocean Drive	Congress Ave	SW 18th Street	0.39	Major Multimodal Corridor (West)	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
Major Multimodal Corridor (Gateway Blvd)	Gateway Blvd	I-95 East Ramps	High Ridge Rd	0.20	Major Multimodal Corridor (Gateway Blvd)	City / FDOT	Construct wider sidewalks and buffered bicycle lanes as part of resurfacing and future interchange improvements. Currently 2045 LRTP project.
	Gateway Blvd	High Ridge Rd	Quantum Blvd	0.55	Major Multimodal Corridor (Gateway Blvd)	City	Construct wider sidewalks where ROW is available. Construct buffered bicycle lanes in conjunction with future resurfacing
	Gateway Blvd	Quantum Blvd	Renaissance Commons Blvd	0.41	Major Multimodal Corridor (Gateway Blvd)	City	Construct wider sidewalks where ROW is available. Construct buffered bicycle lanes in conjunction with future resurfacing
	Gateway Blvd	Renaissance Commons Blvd	Congress Ave	0.22	Major Multimodal Corridor (Gateway Blvd)	City	Construct wider sidewalks where ROW is available. Construct buffered bicycle lanes in conjunction with future resurfacing
Major Multimodal Corridor (Boynton Beach Blvd)	Boynton Beach Blvd (SR 804)	I-95 East Ramps	I-95 West Ramps	0.18	Major Multimodal Corridor (Boynton Beach Blvd)	City / FDOT	Construct wider sidewalks and buffered bicycle lanes as part of resurfacing and future interchange improvements. Currently funded in FY 25 / 26.
	Boynton Beach Blvd (SR 804)	I-95 West Ramps	Congress Avenue	1.00	Major Multimodal Corridor (Boynton Beach Blvd)	City / FDOT	Construct wider sidewalks and buffered bicycle lanes as part of resurfacing. Currently funded in FY 25 / 26. A portion of this facility (0.16 miles) between NW 7th Street and SW 8th Street is part of the Principal Multimodal Corridor West of I-95.
	Boynton Beach Blvd (SR 804)	Congress Avenue	Winchester Park Blvd	0.20	Major Multimodal Corridor (Boynton Beach Blvd)	City / FDOT	Construct wider sidewalks and buffered bicycle lanes as part of resurfacing.

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Multimodal Connector (Connect existing multimodal facilities on Congress Avenue with proposed Principal Multimodal Corridor (West)	Miner Road	High Ridge Rd	Quantum Connector Trail	0.32	**Minor Multimodal Corridor (West)**	City / County	Construct a 10' wide shared-use path on the south side of the ROW. Provide a connection to the Quantum Connector Trail. Proposed center turn lane (See Streets Plan).
	Miner Road	Quantum Connector Trail	Congress Ave	0.63	**Minor Multimodal Corridor (West)**	City / County	Construct an 8' to 10' wide shared-use path on the south side of the ROW to provide a connection to Congress Avenue. Proposed center turn lane (See Streets Plan).
Multimodal Connector (Connects Miner Road, Thomas A. McGillicuddy Eco-Park and existing multimodal facilities on Quantum Blvd & Congress Avenue)	Quantum Blvd Connector	Miner Road	Quantum Blvd	0.43	**Minor Multimodal Corridor (West)**	City	Construct a 10' to 12' wide shared-use path within the Thomas A. McGillicuddy Eco-Park At Quantum Corporate Park that connects the proposed multimodal connector on Miner Rd to the existing shared-use path on Quantum Blvd. Construct a Rectangular Rapid Reflective Beacon (RRFB) at the existing crosswalk.
	Quantum Blvd (existing shared-use path)	Quantum Blvd Connector	Gateway Blvd	0.37	**Minor Multimodal Corridor (West)**	City	An 8' wide shared-use path exist on the west side of the ROW. Construct high visibility crosswalks at intersections and driveways. Add hardscape and landscape amenities along the corridor. The existing shared-use path provides connectivity to Gateway Blvd.
		Quantum Blvd Connector	Congress Ave	0.83	**Minor Multimodal Corridor (West)**	City	An 8' wide shared-use path exist on the south side of the ROW. Construct high visibility crosswalks at intersections and driveways. Add hardscape and landscape amenities along the corridor. The existing shared-use path provides connectivity to Congress Ave.
Multimodal Connector (Connects Principal Multimodal Corridor (West) with Woolbright Ave)	SW 8th Street	Ocean Drive	Woolbright Rd	0.74	**Minor Multimodal Corridor (West)**	City	Evaluate direction protected bicycle lanes on both sides of the ROW and a bi-directional protected bicycle lane on the east side of the ROW. Where ROW is constrained, bicycle lanes and shared-use paths can be merged into one multimodal facility. If protected bicycle lanes are not feasible, evaluate buffered or standard on-street bicycle lanes. A shared-use path on the west side of the ROW or a wider shared-use path on the east side of the ROW is an alternative to bike lanes.
Multimodal Connectors (Connects Principal Multimodal Corridor (West) with Congress Ave, Woolbright Road and SW 23rd Ave)	SW Congress Blvd	SW 18th Street	Congress Avenue	0.45	**Minor Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Construct a raised intersection or high visibility crosswalk at SW 22nd Street.
	SW 22nd Street	SW Congress Avenue	Woolbright Road	0.26	**Minor Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Provide high visibility crosswalks and a pedestrian hybrid beacon (PHB) at Woolbright Rd. If on-street bicycle lanes are provided, provide access ramps to sidewalks where the are structures over canals.
	SW 22nd Street	Woolbright Road	SW 19th Avenue	0.18	**Minor Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Construct a raised intersection or high visibility crosswalk at SW 19th Avenue.
	SW 19th Avenue	SW 18th Street	Congress Avenue	0.39	**Minor Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Construct a raised intersection or high visibility crosswalk at SW 18th Avenue.
	Campanelli Blvd	SW 18th Street	SW 23rd Avenue	0.31	**Minor Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Construct a high visibility crosswalk with an RRFB or PHB at SW 23rd Avenue.
	SW 27th Avenue	SW 11th Street	Congress Avenue	0.47	**Minor Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk along one side of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the small portions of existing sidewalks. Construct a raised intersection or high visibility crosswalks at SW 27th Avenue. Construct the improvements to the existing multimodal bridge over the canal. An alternative maybe to construct 5' wide sidewalks along both sides of the ROW to fill in gaps in the existing sidewalk network.

APPENDIX G3: MULTIMODAL CORRIDOR PLAN DETAIL (WEST)

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Principal Multimodal Corridor (West of Interstate 95 providing an interconnected multimodal alternative to Congress Avenue) **Connects the following:** **Lake Worth Christian School, Imagine Chancellor School, TRI-Rail Station, Pioneer Canal Park, Laurel Hills Park, Private Community Parks, & Caloosa Park**	High Ridge Rd	Newport Place	Oakwood Ct	0.39	**Principal Multimodal Corridor (West)**	City / County	Widen existing sidewalks to 8' to 10' wide shared-use paths or construct 5' to 6' protected bike lanes parallel to existing sidewalks along both sides of the ROW. Enhances multimodal connectivity to Discovery Village and High Ridge Scrub Natural Area.
	High Ridge Rd	Oakwood Ct	Miner Rd	0.41	**Principal Multimodal Corridor (West)**	City / County	Widen existing sidewalks to 8' to 10' wide shared-use paths or construct 5' to 6' protected bike lanes parallel to existing sidewalks along both sides of the ROW. Enhances multimodal connectivity to Imagine Chancellor Charter School and Lake Worth Christian School.
	High Ridge Rd	Miner Rd	Gateway Blvd	0.55	**Principal Multimodal Corridor (West)**	City	Construct 10' shared-use paths on both sides of the ROW. Project is in the 2045 LRTP. High Ridge is proposed to be widened to four lanes from NW 25th Avenue to Miner Road (See Streets Plan).
	High Ridge Rd	Gateway Blvd	Park Ridge Blvd	0.63	**Principal Multimodal Corridor (West)**	City	Construct a 8' to 10' wide shared-use path west side of the ROW replacing the existing sidewalk. As an alternative, construct a 5' wide sidewalk adjacent to the existing sidewalk along the west side of the ROW.
	High Ridge Rd	Park Ridge Blvd	Stanley Weaver Canal	0.15	**Principal Multimodal Corridor (West)**	City	Construct an 8' to 10' wide shared-use path as a replacement of the existing sidewalk along the west side of the ROW. As an alternative, fill in the gap in the existing sidewalk to the canal and construct a 5' wide sidewalk adjacent to the existing sidewalk.
	Stanley Weaver Canal	High Ridge Rd	Pioneer Canal Park	0.21	**Principal Multimodal Corridor (West)**	City	Construct a 12' wide multimodal bridge across the Stanley Weaver Canal. Construct a 10' to 12' wide shared-use path along the south side of the canal. Coordinate with South FL WMD on use of canal ROW. As an alternative, seek to acquire an easement or purchase ROW from private property and construct the 10' to 12' wide shared-use path along the north side of the ROW and construct the multimodal bridge to connect with Pioneer Canal Park.
	Pioneer Canal Park	Stanley Weaver Canal	NW 13th Avenue	0.27	**Principal Multimodal Corridor (West)**	City	Construct a 10' to 12' wide shared-use path through the park to align with NW 7th Court. The shared-use path may be split into separate 5' to 6' wide paths to maneuver around existing trees or existing structures.
	NW 7th Court	NW 13th Avenue	NW 8th Avenue	0.28	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and complete sidewalk gaps along both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path along either side of the ROW and replace the existing sidewalk. Or fill in sidewalk gaps on one side of the ROW and construct a parallel 5' wide sidewalk (Provides a total of 10' of multimodal improvements for walking and bicycling).
	NW 8th Avenue	NW 7th Court	NW 7th Street	0.06	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and a 5' wide sidewalk along the north side of the ROW. As an alternative, construct an 8' to 10' wide shared-use path along the south side of the ROW and replace the existing sidewalk. Or construct a parallel 5' wide sidewalk on the south side of the ROW (Provides a total of 10' of multimodal improvements for walking and bicycling). The proposed improvement shifts to NW 7th Street due to limited ROW along NW 7th Court between NW 8th Avenue and NW 4th Avenue.
	NW 7th Street	NW 8th Avenue	NW 5th Avenue	0.16	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and complete sidewalk gaps along both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path along either side of the ROW and either replace the existing sidewalk or construct a parallel 5' wide sidewalk. If constructing a shared-use path, fill in gaps on the side of the ROW where the path is constructed.
	Laurel Hills Park	NW 5th Avenue	NW 4th Avenue	0.07	**Principal Multimodal Corridor (West)**	City	Construct an 8' to 10' wide shared-use path through Laurel Hills Park due to a 30' wide ROW along NW 7th Street from NW 5th Avenue to Boynton Beach Blvd. The shared-use path may be split into separate 5' wide paths to maneuver around existing trees or existing structures.
	NW 4th Avenue	NW 7th Street	NW 7th Court	0.05	**Principal Multimodal Corridor (West)**	City	Construct an 8' to 10' wide shared-use path through Laurel Hills Park. The shared-use path may be split into separate 5' wide paths to maneuver around existing trees or existing structures. Construct a raised table-top crosswalk with a vertical crossing to transition from the north side of the ROW to the south side of the ROW and avoid the need to acquire an easement or ROW along the north side of NW 4th Avenue outside of the park parcel.
	NW 7th Court	NW 4th Avenue	Boynton Beach Blvd (SR 804)	0.14	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and complete sidewalk gaps along the west side of the ROW. As an alternative, construct an 8' to 10' wide shared-use path along the east side of the ROW and fill in the sidewalk gaps on the west side of the ROW. Or fill in the sidewalk gaps on the west side of the ROW and construct a parallel 5' wide sidewalk on the west side of the ROW (provides a total of 10' for walking and bicycling).

APPENDIX G3: MULTIMODAL CORRIDOR PLAN DETAIL (WEST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
Principal Multimodal Corridor (West of Interstate 95 providing an interconnected multimodal alternative to Congress Avenue) **Connects the following:** **Lake Worth Christian School, Imagine Chancellor School, TRI-Rail Station, Pioneer Canal Park, Laurel Hills Park, Private Community Parks, & Caloosa Park**	Boynton Beach Blvd (SR 804)	NW 7th Court	SW 8th Street	0.11	**Principal Multimodal Corridor (West)**	City / FDOT	Provide high-visibility cross-walks along the north side of the ROW where crossing an intersection or driveway. Evaluate the acquisition of an easement or ROW to provide a 10' wide shared-use path on the north side of the ROW. Provide high visibility crosswalks at SW 8th Street. Upgraded bicycle lanes and sidewalk improvements are currently funded in FY 25 / 26 as part of a resurfacing project along Boynton Beach Rd.
	SW 8th Street	Boynton Beach Blvd (SR 804)	Ocean Drive	0.28	**Principal Multimodal Corridor (West)**	City	Construct protected bike lanes along both sides of the ROW adjacent to the existing sidewalks. Provide high visibility crosswalks across intersections. If not feasible, add on-street bicycle lanes and a 8' to 10' wide shared-use path along the west side of the ROW. The shared-use path can either replace the existing sidewalk or construct an adjacent 5' wide sidewalk. A center turn lane is also proposed for this corridor (See Streets Plan).
	Ocean Drive	SW 8th Street	SW 18th Street	0.36	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Provide a raised intersection, high visibility crosswalks, or a roundabout at SW 18th Street. If on-street bicycle lanes are provided, provide access ramps to sidewalks where the are structures over canals. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 18th Street	Ocean Drive	Woolbright Rd	0.84	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Provide high visibility crosswalks at Woolbright Road. If on-street bicycle lanes are provided, provide access ramps to sidewalks where the are structures over canals. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 18th Street	Woolbright Rd	SW 23rd Avenue	0.56	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Provide high visibility crosswalks and a pedestrian hybrid beacon (PHB) at SW 23rd Avenue. If on-street bicycle lanes are provided, provide access ramps to sidewalks where the are structures over canals. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 12th Court	SW 23rd Avenue	SW 11th Street	0.25	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and fill in sidewalk gaps along both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Fill in gaps in the sidewalk system along the side of the ROW where the shared-use path is constructed. Construct a raised intersection or high visibility crosswalks at SW 11th Street. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
	SW 11th Street	SW 23rd Avenue	Caloosa Park Trail	0.49	**Principal Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk along one side of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the small portions of existing sidewalks. Construct a raised intersection or high visibility crosswalks at SW 27th Avenue. Construct the improvements to the existing multimodal bridge over the canal. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.

APPENDIX G3: MULTIMODAL CORRIDOR PLAN DETAIL (WEST)

Corridor	Street	From	To	Length (Mi)	Project Type	Construction / Maintenance Entity	Project Description
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
Major Multimodal Corridor (West of Interstate 95 providing an interconnected multimodal alternative to Congress Avenue) **Connects the following:** **Boynton Beach High School, Renaissance Commons, Boynton Beach Mall, & Congress Middle School**	Park Ridge Blvd	High Ridge Rd	Alpha Dr	0.41	**Major Multimodal Corridor (West)**	City	Construct a 10' wide shared-use path along the south side of the ROW or add a 5' wide sidewalk adjacent to the existing sidewalk along the north side of the ROW.
	Park Ridge Connector	Park Ridge Blvd	Renaissance Commons Blvd	0.52	**Major Multimodal Corridor (West)**	City / Other Government	Construct a 10' wide shared-use path that connects the proposed Park Ridge Blvd shared-use path and runs along the north side of the Stanley Weaver Canal and includes a multimodal bridge over the Lake Ida Canal to connect with the existing multimodal facility parallel to the Stanley Weaver Canal. If the multimodal facility on the north side of the ROW is privately owned between the Lake Ida Canal and Renaissance Commons Blvd, evaluate construction of an 8' to 10' wide shared-use path within the canal ROW. Coordinate use of canal ROW with School Board and S. FL. WMD.
	Renaissance Commons Blvd	North side of canal	South side of canal	0.03	**Major Multimodal Corridor (West)**	City / Developer / Other Government	Provide high-visibility crosswalks or raised crosswalks and rapid rectangular flashing beacons (RRFBs) on north and south sides of the bridge at the crossing locations for multimodal facilities.
	Renaissance Commons Connector	Renaissance Commons Blvd	Congress Ave	0.15	**Major Multimodal Corridor (West)**	City / Developer / Other Government	Construct an 8' to 10' wide shared-use path or a 5' to 6' wide path on the north side of the existing sidewalk. Coordinate use of canal ROW with S. FL. WMD. Construct a high visibility crosswalk and a pedestrian hybrid beacon (PHB) at Congress Ave. Separate facilities for people walking and bicycling is preferred to maintain existing landscape. Install lighting along the multimodal facilities. **Alternative:** If a PHB is not permitted at Congress Ave, then direct people walking and bicycling to travel south (.10 miles) along the west side of Congress Ave to cross at the Boynton Village traffic signal.
	Renaissance Commons Connector	Congress Ave	Boynton Mall Trail	0.26	**Major Multimodal Corridor (West)**	City / Developer / Other Government	Construct an 8' to 10' wide shared-use path on the southside of the canal. Coordinate use of canal ROW with Lake Worth Drainage District. If the S. FL. WMD and Lake Worth Drainage District does not grant use of the canal ROW, coordinate with CDD and private property owners to evaluate use of Audace Ave and Mall Entrance Road to provide a parallel multimodal facility to the shared-use path along the canal. **Alternative:** If a PHB is not permitted at Congress Ave, then consider an 8' wide shared-use path along the northern access connection to Congress Ave that aligns with the Boynton Village traffic signal or upgrade the current 5' wide sidewalk along the west side of Congress Avenue to an 8' to 10' wide shared-use path. Construct a high visibility crosswalks along the north side of the Congress Ave intersection.
	Boynton Mall Trail	Renaissance Commons Connector	Winchester Park Blvd	0.85	**Major Multimodal Corridor (West)**	City / Developer	Construct an 8' to 10' wide shared-use path along the western and southern portions of the mall from the canal to the Mall Entrance Road that aligns with Winchester Park Blvd. Construction of the shared-use path will require coordination with the Mall Owners and obtaining a public access easement for the multimodal facility.
	Winchester Park Blvd	Boynton Mall Trail	Boynton Beach Blvd (SR 804)	0.37	**Major Multimodal Corridor (West)**	City / FDOT	Widen existing sidewalks to 8' to 10' wide shared-use paths or construct 5' to 6' protected bike lanes parallel to existing sidewalks along both sides of the ROW. Due to turn lanes, portions of the bicycle lanes may need to share the facility with the existing sidewalk. Construct high visibility crosswalks at both Old Boynton Road and Boynton Beach Blvd.
	Ocean Drive Connector	Boynton Beach Blvd (SR 804)	Congress Ave	0.37	**Major Multimodal Corridor (West)**	City / Developer / Other Government	Construct a 12' to 14' wide multi-use trail that connects Congress Avenue and Boynton Beach Blvd at the intersection with Winchester Park Blvd. The multimodal corridor will require coordination with adjacent property owners to secure the necessary rights-of-way (ROW) or easements. Construct high visibility crosswalks at Congress Avenue.
	Ocean Drive	Congress Ave	SW 18th Street	0.39	**Major Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Install street lighting for people walking and bicycling, along with landscape and hardscape as feasible.
Major Multimodal Corridor (Gateway Blvd)	Gateway Blvd	I-95 East Ramps	High Ridge Rd	0.20	**Major Multimodal Corridor (Gateway Blvd)**	City / FDOT	Construct wider sidewalks and buffered bicycle lanes as part of resurfacing and future interchange improvements. Currently 2045 LRTP project.
	Gateway Blvd	High Ridge Rd	Quantum Blvd	0.55	**Major Multimodal Corridor (Gateway Blvd)**	City	Construct wider sidewalks where ROW is available. Construct buffered bicycle lanes in conjunction with future resurfacing
	Gateway Blvd	Quantum Blvd	Renaissance Commons Blvd	0.41	**Major Multimodal Corridor (Gateway Blvd)**	City	Construct wider sidewalks where ROW is available. Construct buffered bicycle lanes in conjunction with future resurfacing
	Gateway Blvd	Renaissance Commons Blvd	Congress Ave	0.22	**Major Multimodal Corridor (Gateway Blvd)**	City	Construct wider sidewalks where ROW is available. Construct buffered bicycle lanes in conjunction with future resurfacing
Major Multimodal Corridor (Boynton Beach Blvd)	Boynton Beach Blvd (SR 804)	I-95 East Ramps	I-95 West Ramps	0.18	**Major Multimodal Corridor (Boynton Beach Blvd)**	City / FDOT	Construct wider sidewalks and buffered bicycle lanes as part of resurfacing and future interchange improvements. Currently funded in FY 25 / 26.
	Boynton Beach Blvd (SR 804)	I-95 West Ramps	Congress Avenue	1.00	**Major Multimodal Corridor (Boynton Beach Blvd)**	City / FDOT	Construct wider sidewalks and buffered bicycle lanes as part of resurfacing. Currently funded in FY 25 / 26. A portion of this facility (0.16 miles) between NW 7th Street and SW 8th Street is part of the Principal Multimodal Corridor West of I-95.
	Boynton Beach Blvd (SR 804)	Congress Avenue	Winchester Park Blvd	0.20	**Major Multimodal Corridor (Boynton Beach Blvd)**	City / FDOT	Construct wider sidewalks and buffered bicycle lanes as part of resurfacing.

APPENDIX G3: MULTIMODAL CORRIDOR PLAN DETAIL (WEST)							
Corridor	**Street**	**From**	**To**	**Length (Mi)**	**Project Type**	**Construction / Maintenance Entity**	**Project Description**
ALL PROJECTS ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH PROJECT WILL REQUIRE FURTHER EVALUATION & DESIGN. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT TYPE DUE TO FISCAL, NEIGHBORHOOD, RIGHT-OF-WAY, STORMWATER, TOPOGRAPHICAL & UTILITY CONSTRAINTS.							
Multimodal Connector (Connect existing multimodal facilities on Congress Avenue with proposed Principal Multimodal Corridor (West)	Miner Road	High Ridge Rd	Quantum Connector Trail	0.32	**Minor Multimodal Corridor (West)**	City / County	Construct a 10' wide shared-use path on the south side of the ROW. Provide a connection to the Quantum Connector Trail. Proposed center turn lane (See Streets Plan).
	Miner Road	Quantum Connector Trail	Congress Ave	0.63	**Minor Multimodal Corridor (West)**	City / County	Construct an 8' to 10' wide shared-use path on the south side of the ROW to provide a connection to Congress Avenue. Proposed center turn lane (See Streets Plan).
Multimodal Connector (Connects Miner Road, Thomas A. McGillicuddy Eco-Park and existing multimodal facilities on Quantum Blvd & Congress Avenue)	Quantum Blvd Connector	Miner Road	Quantum Blvd	0.43	**Minor Multimodal Corridor (West)**	City	Construct a 10' to 12' wide shared-use path within the Thomas A. McGillicuddy Eco-Park At Quantum Corporate Park that connects the proposed multimodal connector on Miner Rd to the existing shared-use path on Quantum Blvd. Construct a Rectangular Rapid Reflective Beacon (RRFB) at the existing crosswalk.
	Quantum Blvd (existing shared-use path)	Quantum Blvd Connector	Gateway Blvd	0.37	**Minor Multimodal Corridor (West)**	City	An 8' wide shared-use path exist on the west side of the ROW. Construct high visibility crosswalks at intersections and driveways. Add hardscape and landscape amenities along the corridor. The existing shared-use path provides connectivity to Gateway Blvd.
		Quantum Blvd Connector	Congress Ave	0.83	**Minor Multimodal Corridor (West)**	City	An 8' wide shared-use path exist on the south side of the ROW. Construct high visibility crosswalks at intersections and driveways. Add hardscape and landscape amenities along the corridor. The existing shared-use path provides connectivity to Congress Ave.
Multimodal Connector (Connects Principal Multimodal Corridor (West) with Woolbright Ave)	SW 8th Street	Ocean Drive	Woolbright Rd	0.74	**Minor Multimodal Corridor (West)**	City	Evaluate direction protected bicycle lanes on both sides of the ROW and a bi-directional protected bicycle lane on the east side of the ROW. Where ROW is constrained, bicycle lanes and shared-use paths can be merged into one multimodal facility. If protected bicycle lanes are not feasible, evaluate buffered or standard on-street bicycle lanes. A shared-use path on the west side of the ROW or a wider shared-use path on the east side of the ROW is an alternative to bike lanes.
Multimodal Connectors (Connects Principal Multimodal Corridor (West) with Congress Ave, Woolbright Road and SW 23rd Ave)	SW Congress Blvd	SW 18th Street	Congress Avenue	0.45	**Minor Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Construct a raised intersection or high visibility crosswalk at SW 22nd Street.
	SW 22nd Street	SW Congress Avenue	Woolbright Road	0.26	**Minor Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Provide high visibility crosswalks and a pedestrian hybrid beacon (PHB) at Woolbright Rd. If on-street bicycle lanes are provided, provide access ramps to sidewalks where the are structures over canals.
	SW 22nd Street	Woolbright Road	SW 19th Avenue	0.18	**Minor Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Construct a raised intersection or high visibility crosswalk at SW 19th Avenue.
	SW 19th Avenue	SW 18th Street	Congress Avenue	0.39	**Minor Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Construct a raised intersection or high visibility crosswalk at SW 18th Avenue.
	Campanelli Blvd	SW 18th Street	SW 23rd Avenue	0.31	**Minor Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the existing sidewalk or construct a 5' wide sidewalk adjacent to the existing sidewalk on either side of the ROW. Construct a high visibility crosswalk with an RRFB or PHB at SW 23rd Avenue.
	SW 27th Avenue	SW 11th Street	Congress Avenue	0.47	**Minor Multimodal Corridor (West)**	City	Construct on-street bicycle lanes on both sides of the ROW and a 5' to 6' wide sidewalk along one side of the ROW. As an alternative, construct an 8' to 10' wide shared-use path on either side of the ROW replacing the small portions of existing sidewalks. Construct a raised intersection or high visibility crosswalks at SW 27th Avenue. Construct the improvements to the existing multimodal bridge over the canal. An alternative maybe to construct 5' wide sidewalks along both sides of the ROW to fill in gaps in the existing sidewalk network.

APPENDIX H

Transit Plan

APPENDIX H: TRANSIT PLAN

Project Name	From	To	Length (Miles) or Quantity	Type	Maintenance	Project Description	Planning Level Cost (PLC)	Attributable Person Miles of Capacity (PMCa)	Reasonably Anticipated Funding (AF)	Attributable Planning Level Cost (PLCa)	Projected Headways (minutes)	Funding Source	Timeframe
ALL TRANSIT ROUTES ARE IDENTIFIED FOR MOBILITY PLANNING PURPOSES. EACH ROUTE WILL REQUIRE FURTHER EVALUATION. THE FROM AND TO LIMITS ARE SUBJECT TO CHANGE AS ARE THE PROJECT DESCRIPTIONS DUE TO FISCAL CONSTRAINTS AND POTENTIAL OVERLAP WITH EXISTING TRANSIT SERVICE.													
Circulator East	**Tri-Rail Station**	**Woolbright Mobility Hub**	5.04	Transit Circulator	City / County / State	Evaluate the viability of a transit circulator route that connects the TRI-Rail Station along High Ridge Rd with the proposed Downtown Mobility Hub and the Woolbright Mobility District. The circulator route would primarily run along Gateway Blvd and Federal Hwy (US 1). In Downtown, the circulator route may run along Boynton Beach Blvd, NE 1st St, and Ocean Ave. Within the Woolbright Mobility District, the route would need to be coordinated with private development. There may be a need to coordinate with FDOT to provide for a transit pre-emption signal to allow crossing of Federal Hwy at locations other than Woolbright Rd.	$2,150,000	24,200	$1,075,000	$1,075,000	**30**	50%, up to 100%, could come from city, county, federal and state funds, along with public private partnerships	2025 to 2035
Circulator West	**Tri-Rail Station**	**Woolbright Mobility Hub**	6.37	Transit Circulator	City / County / State	Evaluate the viability of a transit circulator route that connects the TRI-Rail Station along High Ridge Rd with Renaissance Commons, the Boynton Beach Mall, multi-family residential development along SW 8th Street and the Woolbright Mobility District. The circulator route would primarily run along Gateway Blvd, Renaissance Commons Blvd, Old Boynton Rd, SW 8th St and Woolbright Rd. Within Renaissance Commons, the Mall, and the Woolbright Mobility District, the route would need to be coordinated with private development.	$2,150,000	30,600	$1,075,000	$1,075,000	**30**	50%, up to 100%, could come from city, county, federal and state funds, along with public private partnerships	2025 to 2035
Downtown to Beach	**Downtown Mobility Hub**	**Ocean Front Beach Park Mobility Hub**	1.33	Transit Circulator	City / County / State	Evaluate the viability of a transit circulator route that connects the proposed Downtown Mobility Hub with the City's beach access along A1A. The route would run along NE 1st St, Ocean Ave, and A1A. The route is currently being served by on-demand service and may continue to be in the future.	$990,000	4,250	$495,000	$495,000	**15**	50%, up to 100%, could come from city, county, federal and state funds, along with public private partnerships	2025 to 2035
Downtown to Mall	**Downtown Mobility Hub**	**Boynton Beach Mall Mobility Hub**	3.99	Transit Circulator	City / County / State	Evaluate the viability of a transit circulator route that connects Downtown with the Boynton Beach Mall. The circulator route would connect the future Downtown Mobility Hub along NE 1st St and a future rail station along NE 4th St. The route would long along E. Ocean Ave in Downtown and Boynton Beach Blvd and Winchester Park Blvd and would serve the Mall and possibly Renaissance Commons. Thirty (30) minute headways, 15 passenger vehicle, 16 hour span of service, four (4) vehicles.	$2,150,000	19,150	$1,075,000	$1,075,000	**30**	50%, up to 100%, could come from city, county, federal and state funds, along with public private partnerships	2025 to 2035
Woolbright to Hospital	**Woolbright Mobility Hub**	**Bethesda Hospital Mobility Hub**	2.03	Transit Circulator	City / County / State	Evaluate the viability of a transit circulator route that connects the Woolbright Mobility District with the Hospital District. The route would run along Federal Hwy (US 1) and SE 23rd Ave. The route would need to be coordinated with private development within the Woolbright District and the Hospital. The route could be served by on-demand transit service. Fifteen (15) minute headways, 5 passenger vehicle, 16 hour span of service, eight (8) vehicles.	$990,000	6,500	$495,000	$495,000	**15**	50%, up to 100%, could come from city, county, federal and state funds, along with public private partnerships	2025 to 2035
On Demand Transit	**Boynton Beach Community Redevelopment Area (CRA)**		10.00	Transit Circulator	City / County / State	The City's CRA is currently funding on-demand transit service within Downtown and the current CRA boundary limits. The service could be extended to other areas or additional types of vehicles added. The vehicles could be stationed at the proposed Downtown Mobility Hub. The service would be coordinated with the proposed transit circulator. Fifteen (15) minute headways, 5 passenger vehicle, 16 hour span of service, sixteen (16) vehicles.	$1,230,000	32,000	$615,000	$615,000	**15**	50%, up to 100%, could come from city, county, federal and state funds, along with public private partnerships	2025 to 2035
Water Taxi Program	**Intercoastal Park**	**Gulfstream Golf Club**	4.38	Water Taxi	City / County / State	Evaluate the feasibility of water taxi service along the intercoastal. Hub (dock and marina) locations are subject to further evaluation. Total of ten (10) ADA accessible docks. Demand for service would become higher in conjunction with the future rail station Downtown.	$3,500,000	28,050	$1,750,000	$1,750,000	**30**	50%, up to 100%, could come from city, county, federal and state funds, along with public private partnerships	2025 to 2035
Mobility Hubs	**Transit Circulator Routes**		9.00	Mobility Hubs	City / County / State	Construct new ADA accessible mobility hubs (transit stops) with shelters and amenities. Upgrade existing transit stops with shelters, ADA accessibility improvements, and amenities. Coordinate with Palm Tran, the County, FDOT, and private developments to construct mobility hubs. Locations include: TRI-Rail Station, Boynton Beach Mall, Woolbright, Ocean Front Beach Park, Woolbright, Bethesda Hospital. Planning level cost of $225,000 per mobility hub.	$2,250,000	Capacity captured through transit circulators	$1,125,000	$1,125,000	--	50%, up to 100%, could come from city, county, federal and state funds, along with public private partnerships	2025 to 2035
Downtown Mobility Hub	**Downtown**		1.00	Mobility Hub	City / County / Developer / State	Construct a mobility hub that accommodates transit, bicycles, micromobility devices, and provides structured parking with up to 500 spaces to create a park once environment in Downtown along NE 1st St. Pursue public / private partnerships to provide parking. The Boca Raton Brightline station has 455 parking spaces.	$15,000,000	Capacity captured through multimodal corridors, streets, & transit circulators	$13,500,000	$1,500,000	--	90%, up to 100%, could come from county, federal and state funds, parking fares, and public private partnerships	2025 to 2035
NE 4th St Rail Station	**Downtown**		1.00	Rail Station	City / County / Developer / State	Construct a rail station along the FEC corridor to accommodate future rail service. The construction of the rail station would involve coordination with multiple entities. Coordinate parking and access with the Downtown Mobility Hub to serve the rail station. The parking need would be between 175 and 225 spaces compared to the Brightline Avenutra Station (225 spaces).	$20,000,000	Capacity captured through multimodal corridors, streets, & transit circulators	$18,000,000	$2,000,000	--	90%, up to 100%, could come from county, federal and state funds, parking fares, and public private partnerships	2025 to 2035

The total Attributable Planning Level Cost (PLCa) for development activity used to calculate the mobility fee is $14,705,000. The total Attributable Person Miles of Capacity (PMC) for development activity used to calculate the mobility fee is 28,950. The total anticipated funding is $42,705,000, with $31,500,000 of that funding for the Downtown Mobility Hub & NE 4th Street Rail Station.

Planning Level Cost (PLC): (1) Transit Circulator: Thirty (30) minute headways, 15 passenger vehicle, 16 hour span of service, four (4) vehicles. Vehicle cost $225,000 each. Cost of transit service is $250,000 per year for ten (10) years. (2) Transit Circulator: Fifteen (15) minute headways, 5 passenger vehicle, 16 hour span of service, eight (8) vehicles. Vehicle cost $30,000 each. Cost of transit service is $150,000 per year for ten (10) years. (3) Water Taxi: Thirty (30) minute headways, 20 passenger vessel, 16 hour span of service. Boats and service would be contracted out or part of a public private partnership. Cost of docks is $250,000 each. Cost of service is $200,000 per year for ten (10) years.

Person Miles of Capacity (PMC): (1) Transit Circulator: Thirty (30) minute headways equals 4 vehicles an hour multiplied by 15 passengers for 16 hours = 960. Multiply 960 by the length of the route, then multiply by 10 to reflect 10 years of service. (2) Transit Circulator: Fifteen (15) minute headways equals 8 vehicles an hour multiplied by 5 passengers for 16 hours = 640. Multiply 640 by the length of the route, then multiply by 10 to reflect 10 years of service. (3) Water Taxi: Thirty (30) minute headways equals 4 vessels an hour multiplied by 20 passengers for 16 hours = 1,280. Multiply 1,280 by the length of the route, then multiply by 10 to reflect 10 years of service.

APPENDIX I

Mobility Plan Programs

APPENDIX I: MOBILITY PLAN PROGRAMS

Project Name	Location	Project Description	Attributable Planning Level Cost (PLC)	Attributable Person Miles of Capacity (PMC)	Timeframe
Low Speed Streets Program	**Low Speed Streets Map**	The City shall develop a Low Speed Streets Program to provide residents various low speed street treatments that could be applied to streets in their neighborhood. The intent of the program is to be resident driven, where residents gather support from their adjacent neighbors to implement low speed street treatments and traffic calming measures. Initial priority areas are those streets that provide access to parks, schools, and connectivity between multimodal corridors. Low Speed Streets feature posted speed limits between 20 MPH and 25 MPH that carry low traffic volumes and feature changes to the physical geometry of the street right-of-way to achieve these posted speed limits. Physical changes can include treatments such as narrow travel lanes through restriping to add on-street parking, on-street bicycle lanes, or pilot projects that add on-street sidewalks through pavement markings where sidewalks do not exist. Physical changes may also include traffic calming features such as such as chicanes, chokers, curb extensions, mini traffic circles, painted or raised intersections, roundabouts, or speed tables. The Program may also include green street improvements such as reclaiming existing swales with low impact development stormwater treatments or adding canopy and understory street trees where feasible. Total length 7.0 miles.	$7,000,000	16,800	2025 to 2045
Micromobility & Low Speed Electric Vehicle Program	**Citywide**	The City shall consider development of a Micromobility & Low Speed Electric Vehicle Program and Ordinance regulating the use of micromobility devices (e.g., e-bike, e-scooters) and low speed electric vehicles within the City. The City will coordinate with the County and FDOT regarding use of micromobility devices and low speed electric vehicles on and crossing County and State Roads. The Program and Ordinance will address hours of operation, safety, shared mobility providers, rentals, and equipment.	$75,000	Captured through PMC for multimodal and street projects.	2025 to 2030
Vision Zero Action Plan	**Citywide**	Vision Zero is a national program that seeks to eliminate all traffic fatalities and severe injuries, while increasing education, safety, health, and mobility for all users. A Vison Zero Action Plan uses crash data to identify the high injury crash network, then programs countermeasures (including but not limited to capital improvements, law enforcement campaigns, and safety studies) to address the documented safety deficiencies	$250,000	Captured through PMC for multimodal and street projects.	2025 to 2030
Wayfinding Program	**Citywide**	The City shall consider development of a wayfinding program to further enhance the efficiency of the transportation system, improve access, and facilitate placemaking. Wayfinding and route signage are an essential component of multimodal planning elements beyond construction of a continuous, interconnected network of multimodal infrastructure. Wayfinding can be both physical and virtual tools that provide predictability and consistency in the way people find their point of interests. The Wayfinding Program would establish a brand identity and design standards and specifications for signage, maps, a digital app, etc.	$100,000	Captured through PMC for multimodal and transit projects.	2025 to 2035
ADA Curb Ramp Retrofit Program	**Citywide**	Fund upgrades to existing curb ramps to enhance mobility, safety, improve the quality of service in the community and comply with the American with Disability Act (ADA) requirements. The projects identified through the Curb Ramp Upgrade Program can be used for future Mobility Plan and Mobility Fee updates.	$500,000	Captured through PMC for multimodal, street, and transit projects.	2025 to 2035
Mobility Access Program	**Citywide**	Develop programs and pursue funding sources and public private opportunities to provide bikes, electric bikes, electric scooters, and passes for car share, ride share, and transit services to provide mobility to underserved members of the community.	$125,000	Captured through PMC for multimodal and transit projects.	2025 to 2035
Multimodal Plans, Programs, Services & Studies	**Citywide**	Prepare corridor, multimodal, street, and transit plans and studies, develop traffic count program, pursue matching grant fund opportunities through County, FDOT, Federal, State, and TPA Funding Programs, update mobility plan and fee, develop complete street policies, design standards, and programs. Explore shared mobility services and joint shared mobility, microtransit and transit services with adjacent municipalities, CRA, FDOT, Palm Beach County, transit authorities and private entities.	$1,250,000	Captured through PMC for multimodal, street, and transit projects.	2025 to 2035
Mobility Plan & Fee Implementation Program	**Citywide**	Update the Comprehensive Plan to reflect the Mobility Plan and adoption of a Mobility Fee. Further explore establishing Street, Multimodal, and Transit Quality of Service Standards. Develop follow-on plans, studies, and establish criteria and standards for Walking & Streetscape Enhancements, Multimodal Corridors, Curbless Shared Streets, Multimodal Crossing Evaluations, and Water Taxi Service. Consider development of mobility fee administrative manual or policies and service charges. Actively implement mobility plan projects and programs.	$375,000	Captured through PMC for multimodal, street, and transit projects.	2025 to 2030

Note: The total Attributable Planning Level Cost (PLC) for development activity used to calculate the mobility fee is $9,675,000. The total Attributable Person Miles of Capacity (PMC) is $16,800.

APPENDIX J

FDOT Generalized Tables

Appendix B: Florida's Generalized Service Volume Tables

Limited Access

Freeway Generalized Service Volume Tables

Peak Hour Directional

	B	C	D	E
2 Lane	2,400	3,170	3,970	4,150
3 Lane	3,390	4,600	5,810	6,130
4 Lane	4,340	6,060	7,700	8,170
5 Lane	5,480	7,450	9,680	10,390
6 Lane	6,630	9,220	11,520	12,760

Peak Hour Two-Way

	B	C	D	E
4 Lane	4,360	5,760	7,220	7,550
6 Lane	6,160	8,360	10,560	11,150
8 Lane	7,890	11,020	14,000	14,850
10 Lane	9,960	13,550	17,600	18,890
12 Lane	12,050	16,760	20,950	23,200

AADT

	B	C	D	E
4 Lane	51,300	67,800	84,900	88,800
6 Lane	72,500	98,400	124,200	131,200
8 Lane	92,800	129,600	164,700	174,700
10 Lane	117,200	159,400	207,100	222,200
12 Lane	141,800	197,200	246,500	272,900

(Core Urbanized)

	B	C	D	E
2 Lane	2,500	3,300	4,070	4,240
3 Lane	3,570	4,900	6,080	6,360
4 Lane	4,720	6,500	8,090	8,490
5 Lane	5,790	8,020	10,020	10,610

	B	C	D	E
4 Lane	4,550	6,000	7,400	7,710
6 Lane	6,490	8,910	11,050	11,560
8 Lane	8,580	11,820	14,710	15,440
10 Lane	10,530	14,580	18,220	19,290

	B	C	D	E
4 Lane	50,600	66,700	82,200	85,700
6 Lane	72,100	99,000	122,800	128,400
8 Lane	95,300	131,300	163,400	171,600
10 Lane	117,000	162,000	202,400	214,300

(Urbanized)

	B	C	D	E
2 Lane	2,430	3,180	3,790	3,910
3 Lane	3,520	4,670	5,610	5,870
4 Lane	4,630	6,170	7,440	7,830
5 Lane	5,690	7,640	9,220	9,800

	B	C	D	E
4 Lane	4,420	5,780	6,890	7,110
6 Lane	6,400	8,490	10,200	10,670
8 Lane	8,420	11,220	13,530	14,240
10 Lane	10,350	13,890	16,760	17,820

	B	C	D	E
4 Lane	45,100	59,000	70,300	72,600
6 Lane	65,300	86,600	104,100	108,900
8 Lane	85,900	114,500	138,100	145,300
10 Lane	105,600	141,700	171,000	181,800

(Transitioning)

	B	C	D	E
2 Lane	2,010	2,770	3,270	3,650
3 Lane	2,820	3,990	4,770	5,470
4 Lane	3,630	5,220	6,260	7,300

	B	C	D	E
4 Lane	3,650	5,040	5,950	6,640
6 Lane	5,130	7,250	8,670	9,950
8 Lane	6,600	9,490	11,380	13,270

	B	C	D	E
4 Lane	34,800	48,000	56,700	63,200
6 Lane	48,900	69,000	82,600	94,800
8 Lane	62,900	90,400	108,400	126,400

(Rural)

Adjustment Factors

Auxiliary Lanes Present in Analysis Direction Adjustment: +1,000
Ramp Metering Present Adjustment: Multiply by 1.05

Auxiliary Lanes Present in Analysis Direction Adjustment: +1,800
Ramp Metering Present Adjustment: Multiply by 1.05

Auxiliary Lanes Present in Analysis Direction Adjustment: +20,000
Ramp Metering Present Adjustment: Multiply by 1.05

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.

C1 & C2

Motor Vehicle Highway Generalized Service Volume Tables



(C1-Natural & C2-Rural)

Peak Hour Directional

	B	C	D	E
1 Lane	240	430	730	1,490
2 Lane	1,670	2,390	2,910	3,340
3 Lane	2,510	3,570	4,370	5,010

Peak Hour Two-Way

	B	C	D	E
2 Lane	440	780	1,330	2,710
4 Lane	3,040	4,350	5,290	6,070
6 Lane	4,560	6,490	7,950	9,110

AADT

	B	C	D	E
2 Lane	4,600	8,200	14,000	28,500
4 Lane	32,000	45,800	55,700	63,900
6 Lane	48,000	68,300	83,700	95,900

Adjustment Factors

2 Lane Divided Roadway with Exclusive Left Turn Adjustment: Multiply by 1.05
Multilane Undivided Highway with Exclusive Left Turn Adjustment: Multiply by 0.95
Multilane Undivided Highway without Exclusive Left Turn Adjustment:: Multiply by 0.75

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.

C3C & C3R

Motor Vehicle Arterial Generalized Service Volume Tables



(C3C-Suburban Commercial)

Peak Hour Directional

	B	C	D	E
1 Lane	*	760	1,070	**
2 Lane	*	1,520	1,810	**
3 Lane	*	2,360	2,680	**
4 Lane	*	3,170	3,180	**

Peak Hour Two-Way

	B	C	D	E
2 Lane	*	1,380	1,950	**
4 Lane	*	2,760	3,290	**
6 Lane	*	4,290	4,870	**
8 Lane	*	5,760	5,780	**

AADT

	B	C	D	E
2 Lane	*	15,300	21,700	**
4 Lane	*	30,700	36,600	**
6 Lane	*	47,700	54,100	**
8 Lane	*	64,000	64,200	**



(C3R-Suburban Residential)

	B	C	D	E
1 Lane	*	970	1,110	**
2 Lane	*	1,700	1,850	**
3 Lane	*	2,620	2,730	**

	B	C	D	E
2 Lane	*	1,760	2,020	**
4 Lane	*	3,090	3,360	**
6 Lane	*	4,760	4,960	**

	B	C	D	E
2 Lane	*	19,600	22,400	**
4 Lane	*	34,300	37,300	**
6 Lane	*	52,900	55,100	**

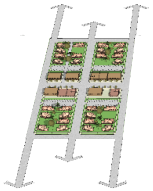
Adjustment Factors

The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.
* Cannot be achieved using table input value defaults.
** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached.

C2T, C4, C5, & C6

Motor Vehicle Arterial Generalized Service Volume Tables



(C2T-Rural Town)

Peak Hour Directional

	B	C	D	E
1 Lane	*	720	940	**
2 Lane	*	1,140	1,640	**
3 Lane	*	2,120	2,510	**

Peak Hour Two-Way

	B	C	D	E
2 Lane	*	1,310	1,710	**
4 Lane	*	2,070	2,980	**
6 Lane	*	3,850	4,560	**

AADT

	B	C	D	E
2 Lane	*	13,800	18,000	**
4 Lane	*	21,800	31,400	**
6 Lane	*	40,500	48,000	**



(C4-Urban General)

	B	C	D	E
1 Lane	*	*	870	1,190
2 Lane	*	1,210	1,790	2,020
3 Lane	*	2,210	2,810	2,990
4 Lane	*	2,590	3,310	3,510

	B	C	D	E
2 Lane	*	*	1,580	2,160
4 Lane	*	2,200	3,250	3,670
6 Lane	*	4,020	5,110	5,440
8 Lane	*	4,710	6,020	6,380

	B	C	D	E
2 Lane	*	*	17,600	24,000
4 Lane	*	24,400	36,100	40,800
6 Lane	*	44,700	56,800	60,400
8 Lane	*	52,300	66,900	70,900

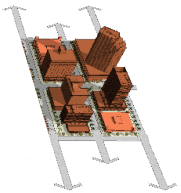


(C5-Urban Center)

	B	C	D	E
1 Lane	*	*	690	1,080
2 Lane	*	1,290	1,900	2,130
3 Lane	*	1,410	2,670	3,110
4 Lane	*	2,910	3,560	3,640

	B	C	D	E
2 Lane	*	*	1,250	1,960
4 Lane	*	2,350	3,450	3,870
6 Lane	*	2,560	4,850	5,650
8 Lane	*	5,290	6,470	6,620

	B	C	D	E
2 Lane	*	*	13,900	21,800
4 Lane	*	26,100	38,300	43,000
6 Lane	*	28,400	53,900	62,800
8 Lane	*	58,800	71,900	73,600



(C6-Urban Core)

	B	C	D	E
1 Lane	*	***	790	1,030
2 Lane	*	***	1,490	1,920
3 Lane	*	***	2,730	2,940
4 Lane	*	***	3,250	3,490

	B	C	D	E
2 Lane	*	***	1,440	1,870
4 Lane	*	***	2,710	3,490
6 Lane	*	***	4,960	5,350
8 Lane	*	***	5,910	6,350

	B	C	D	E
2 Lane	*	***	16,000	20,800
4 Lane	*	***	30,100	38,800
6 Lane	*	***	55,100	59,400
8 Lane	*	***	65,700	70,600

Adjustment Factors

The peak hour directional service volumes should be adjust by multiplying by 1.2 for one-way facilities
The AADT service volumes should be adjusted by multiplying 0.6 for one way facilities 2 Lane Divided Roadway with an Exclusive Left Turn Lane(s): Multiply by 1.05
2 lane Undivided Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.80
Exclusive right turn lane(s): Multiply by 1.05
Multilane Undivided Roadway with an Exclusive Left Turn Lane(s): Multiply by 0.95
Multilane Roadway with No Exclusive Left Turn Lane(s): Multiply by 0.75
Non-State Signalized Roadway: Multiply by 0.90

This table does not constitute a standard and should be used only for general planning applications. The table should not be used for corridor or intersection design, where more refined techniques exist.
* Cannot be achieved using table input value defaults.
** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached.

APPENDIX K

Planning Level Cost (PLC) &
Planning Level Capacities (PLC)

APPENDIX K: PLANNING LEVEL COST (PLC) & PERSON MILES OF CAPACITY (PMC)			
PLC & PMC Note	Mobility Project Type	Planning Level Cost (PLC)	Multimodal Capacity (MC)
5	Walking & Streetscape Enhancement	$10,500,000	6,000
10	Curbless Shared Street	$17,500,000	29,500
15	Complete Street Road Widening (2 Lane Divided)	$9,250,000	14,390
20	Complete Street Road Widening (4 Lanes)	$20,000,000	24,480
25	Multimodal Corridors	$2,000,000	4,800
30	Multimodal Corridor Evaluation	$1,000,000	--
35	Boardwalks	$15,000,000	8,400
40	Low Speed Streets	$1,000,000	2,400

Source: PLC and PMC note indicate the Planning Level Cost (PLC) and Person Miles of Capacity assigned to a specific Mobility Plan Project on the Streets Plan **(Appendix F)** and Multimodal Plan **(Appendix G1)**. Planning Level Cost (PLC) are based on the most recent and localized data available from the City, Palm Beach County TPA, and FDOT. Multimodal Capacity based on Shared-Use Path Level of Service Guide (2006) prepared by the U.S. DOT Federal Highway Administration and the 2023 FDOT Level and Quality of Service Handbook.

APPENDIX L1

County Road Impact Fee Collections from Boynton Beach (2014 to 2023)

APPENDIX L1: COUNTY ROAD IMPACT FEE COLLECTED BY BOYNTON BEACH				
Year	Municipality	Zone 4	Zone 5	Total
2014	Boynton Beach	$489,954	$173,823	$663,777
2015	Boynton Beach	$2,337,666	$113,596	$2,451,262
2016	Boynton Beach	$1,538,679	$120,970	$1,659,649
2017	Boynton Beach	$645,942	$48,918	$694,860
2018	Boynton Beach	$713,433	$59,766	$773,199
2019	Boynton Beach	$1,617,061	$63,227	$1,680,288
2020	Boynton Beach	$772,090	$19,329	$791,419
2021	Boynton Beach	$139,349	$447,608	$586,957
2022	Boynton Beach	$171,396	$164,192	$335,588
2023	Boynton Beach	$881,215	$7,194	$888,409
	Total	$9,306,785	$1,218,623	$10,525,408
Source: Palm Beach County Annual Impact Fee Reports. Summary prepared by NUE Urban Concepts, LLC				

APPENDIX L2

County Road Impact Fee Collections from Boynton Beach (2003 to 2013)

APPENDIX L2: COUNTY ROAD IMPACT FEE COLLECTED BY BOYNTON BEACH				
Year	Municipality	Zone 4	Zone 5	Total
2003	Boynton Beach	$1,082,372	$125,917	$1,208,289
2004	Boynton Beach	$3,026,958	$312,407	$3,339,365
2005	Boynton Beach	$3,516,019	$2,056,430	$5,572,449
2006	Boynton Beach	$5,430,792	$990,309	$6,421,101
2007	Boynton Beach	$1,067,190	$54,217	$773,199
2008	Boynton Beach	$110,323	$1,620,655	$1,680,288
2009	Boynton Beach	$129,525	$17,647	$791,419
2010	Boynton Beach	$6,102	$99,740	$586,957
2011	Boynton Beach	$123,214	$47,109	$335,588
2012	Boynton Beach	$323,123	$301,644	$888,409
2013	Boynton Beach	$595,353	$317,185	$888,409
	Total	$15,410,971	$5,943,260	$21,597,064
Source: Palm Beach County Annual Impact Fee Reports. Summary prepared by NUE Urban Concepts, LLC				

APPENDIX M

Trip Generation

APPENDIX M: TRIP GENERATION (TG)			
Use Categories, Uses Classifications, & Representative Uses	UNIT OF MEASURE (UOM)	TRIP GENERATION (TG)	ITE LAND USE CODES
Residential Uses			
Single-Family Residential Dwelling (Detached, Duplex, Accessory Dwelling, Townhome, Townhouse, Tiny Home)	per 1,000 Sq. Ft.	4.10	See Single-Family Residential
Multi-Family Residential Dwelling (Apartment, Condo, 3 or more Attached Dwellings, Dormitory)	per 1,000 Sq. Ft.	4.84	See Multi-Family Residential
Mobile Residence (Mobile Home (MH), Recreational Vehicle (RV), MH and / or RV Park)	per space / lot	4.47	See Mobile Residence
Institutional Uses			
Community Serving (Civic / Fraternal Club, Gallery, Museum, Performance Venues, Place of Assembly or Worship)	per 1,000 Sq. Ft.	5.52	See Community Serving
Group Home (Assisted Living, Care or Recovery Homes, Congregate Living Facility, Nursing Home)	per 1,000 Sq. Ft.	6.68	See Long Term Care
Private Education (Afterschool, Family Day Care, K-12, Pre-K, Trade School, Tutor)	per 1,000 Sq. Ft.	9.82	See Private Education
Commercial Recreational Uses			
Marina (wet berths, dry slips, ancillary repair, yacht club)	per Berth	2.41	420
Entertainment, Outdoor (Amusement, Golf, Multi-Purpose, Recreation, Sports, Tennis)	per Acre	27.43	See Outdoor Recreation
Entertainment, Indoor (Amusement Arcade, Exercise Studio, Fitness, Gym, Health, Indoor Sports, Recreation)	per 1,000 Sq. Ft.	24.86	See Indoor Recreation
Industrial Uses			
Industrial (Assembly, Brewery, Development and Testing, Distribution and Processing, Microbrewing, Trades, Utilities)	per 1,000 Sq. Ft.	5.80	See Industrial
Commercial Storage (Boat / Vehicle, Junk /Salvage Yard, Recycling / Waste Management, Open, Self-Service, Warehouse)	per 1,000 Sq. Ft.	2.34	See Commercial Storage
Office Uses			
Office (Administrative, Business, Hospital, Post Secondary Education, Professional, Real Estate)	per 1,000 Sq. Ft.	11.58	See Office
Medical or Dental Office (Clinic, Dental, Health Service, Laboratory, Professional Care, Emergency Care, Rehab, Veterinary)	per 1,000 Sq. Ft.	32.84	See Medical Office
Retail Uses			
Retail (Auto / Boat Rental or Sales, New or Used Merchandise, Personal or Pet Care, Sales, Services, Stores)	per 1,000 Sq. Ft.	42.00	See Retail
High Impact Retail (Alcoholic Beverages, Banks, Grocery Store, Pharmacy & Drug Store, Sit-Down Restaurant)	per 1,000 Sq. Ft.	106.33	See Impact Retail
Convenience Retail (Convenience Store, Fast Food Restaurant, Gasoline Station)	per 1,000 Sq. Ft.	342.66	See Convenience Retail
Non-Residential Uses Per Unit of Measure			
Auto / Boat / Car Wash (Automated, Cleaning, Dry, Detailing, Polishing, Self-Serve, Vacuum, Wash, Wax)	per Lane or Stall plus per five (5) Stations	321.08	See Vehicle Cleaning
Auto Charging or Fueling (Commercial Facility which requires Membership or Payment)	per Charging or Fueling Position	279.39	See Vehicle Fueling
Auto or Boat Repair / Service (Brakes, Install, Maintenance, Major, Minor, Quick Lube, Repair, Tint, Tires)	per Bay or Stall	34.15	See Motor Vehicle Service
Bank or Financial Drive-Thru Lane or Free-Standing ATM	per Lane / ATM	137.06	See Financial Services
Fast Food or Quick Service Restaurant Drive Thru	per Lane	507.99	See Quick Service Restaurant Drive-Thru
Overnight Lodging (B&B, Condo Hotel, Hotel, Motel, Short-term Rental, Transient)	per Room	6.67	See Overnight Lodging
Retail Drive-Thru (Dry Cleaner, Dollar Store, Grocery Store, Pharmacy & Drug Store, Retail)	per Lane	125.26	See Drive-Thru

SINGLE-FAMILY RESIDENTIAL TRIP GENERATION									
ITE LAND USE	ITE LAND USE CODE	UNIT OF MEASURE	DAILY TRIP GENERATION (DT)	TOTAL NUMBER OF STUDIES (TS)	AVERAGE SQUARE FOOTAGE	SQUARE FOOTAGE (PER 1,000 SQ. FT.)	TRIP GENERATION (PER 1,000 SQ. FT.)	TRIP STUDIED (WEIGHTED) (TSw)	TRIP GENERATION (WEIGHTED) (TGw)
SINGLE-FAMILY DETACHED	210	Dwelling Unit	9.43	174	2,292	2.292	4.11	0.888	3.65
SINGLE-FAMILY ATTACHED	215	Dwelling Unit	7.20	22	1,796	1.796	4.01	0.112	0.45
Total	--	--	--	196	--	--	--	1.000	4.10

Notes: Single Family Residential trip generation rates (DT) are based on the 11th Edition of the ITE Trip Generation Manual. The trip generation rates are converted into trip rates per 1,000 square feet. The first step in the conversion was assigning the average square footage by type of residential use in Boynton Beach based on data from the Palm Beach County Property Appraiser. The assigned square footage of each unit type is then divided by 1,000 (square footage adjusted). The trip generation rate is then divided by the adjusted square footage. Single-Family Detached Residential conversion: (2,292 / 1,000) = 2.292; (9.43 / 2.292) = 4.11 trips per 1,000 square feet. Average square footage per dwelling includes all enclosed areas under roof, including garages. Average square footage does not include unenclosed balconies, decks, patios, or porches.

For Single-Family Residential, there are two (2) land uses (ITE Code 210 & 215) utilized to calculate the trip generation. Thus, a weighted trip generation rate is calculated. The total number of studies (TS) conducted are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on ITE Trip Generation Manual 11th edition. The Weighted Trip Generation (TGw) is calculated based on Trip Generation (TG) multiplied by the Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). Single-Family Detached Residential example: TSw = (174 / 196) = 0.888; TGw = (4.11 x 0.888) = 3.65. Single-Family Residential Trip Generation is the sum of (3.65 +0.45) = 4.10 trips per 1,000 square feet.

MULTI-FAMILY RESIDENTIAL TRIP GENERATION									
ITE LAND USE	ITE LAND USE CODE	UNIT OF MEASURE	DAILY TRIP GENERATION (DT)	TOTAL NUMBER OF STUDIES (TS)	AVERAGE SQUARE FOOTAGE	SQUARE FOOTAGE (PER 1,000 SQ. FT.)	TRIP GENERATION (PER 1,000 SQ. FT.)	TRIP STUDIED (WEIGHTED) (TSw)	TRIP GENERATION (WEIGHTED) (TGw)
MULTI-FAMILY (LOW-RISE)	220	Dwelling Unit	6.74	22	1,206	1.206	5.59	0.537	3.00
MULTI-FAMILY (MID-RISE)	221	Dwelling Unit	4.54	11	1,101	1.101	4.12	0.268	1.11
MULTI-FAMILY (MID-RISE)	222	Dwelling Unit	4.54	8	1,207	1.207	3.76	0.195	0.73
Total	--		--	41	--	--	--	1.000	4.84

Notes: Residential trip generation rates (DT) are based on the 11th Edition of the ITE Trip Generation Manual. The trip generation rates are converted into trip rates per 1,000 square feet. The first step in the conversion was assigning the average square footage by type of Multi-Family Residential use in Boynton Beach based on data from the Palm Beach County Property Appraiser. The average square footage for each land use type is then divided by 1,000 (square footage per 1,000 sq. ft.). The trip generation rate is then divided by the square footage per 1,000 sq. ft.. Multi-Family Residential (Low Rise) example: (1,206 / 1,000) = 1.206; (6.74 / 1,206) = 5.59 trips per 1,000 square feet. Average square footage per dwelling includes common area, hallways, and all areas under roof, except for unenclosed balconies or patios.

A weighted trip generation was calculated for Multi-Family Residential land uses. The total number of studies (TS) conducted are used to calculate a Weighted Trip Study (TSw). The Weighted Trip Generation (TGw) is calculated based on Trip Generation per 1,000 sq. ft. multiplied by the Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). Multi-Family Residential (Low Rise) example: TSw = (22 / 41) = 0.537; TGw = (5.59 x 0.537) = 3.00. Multi-Family Residential Trip Generation is the sum of (3.00 + 1.11 + 0.73) = 4.84 trips per 1,000 square feet.

BOYNTON BEACH RESIDENTIAL SQUARE FOOTAGE CONVERSION FOR TRIP GENERATION					
DWELLING UNIT TYPE PER ITE TRIP GENERATION MANUAL	LAND USE CODES	SQ. FT.	TOTAL UNITS	AVERAGE SQ. FT. PER UNIT	1,000 SQ. FT. CONVERSION
Single-Family Residential Detached	100, 300, 800, 900, 909	2,617,923	1,142	2,292	2.29
Single-Family Residential Attached	110, 2700	3,446,065	1,919	1,796	1.80
Multi-Family Residential: (Low Rise)	220, 240, 400, 2800, 2900	3,745,747	3,105	1,206	1.21
Multi-Family Residential: (Mid Rise)	230, 260, 400	4,196,413	3,810	1,101	1.10
Multi-Family Residential: (High Rise)	400	712,160	590	1,207	1.21

Source: Land Use types based on ITE Trip Generation Manual, 11th Edition. Land Use Codes from the Palm Beach County Property Appraiser. Single-Family Residential Attached includes duplexs and townhomes. Multi-Family Residential (Low Rise) includes apartments and condos three (3) stories or less. Multi-Family Residential (Mid Rise) includes apartments and condos four (4) to ten (10) stories. Multi-Family Residential (HIgh Rise) includes condos greater than (10) stories.

MOBILE RESIDENCE TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES	CALCULATED DAILY	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
MOBILE HOME PARK	420	UNIT	0.39	0.079	9	0.58	0.094	9	18	5.55	0.45	2.50
RV PARK	416	LOT	0.21	0.066	4	0.27	0.071	6	10	3.49	0.25	0.87
RECREATIONAL HOME	260	ROOM	0.22	0.060	6	0.29	0.080	6	12	3.65	0.30	1.09
TOTAL	--	--	--	--	19	--	--	21	40	--	1.00	4.47

Notes: Mobile Residence Trip Generation based on the AM and PM Peak of adjacent street traffic per room based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles. The Trip Generation Weight (TGW) is calculated based on daily trips multiplied by Trip Study Weighting. The total trips per room is the sum of the weighted Trip Generation (TGW). RV Park Example: DT = ((0.21 / .066) + (0.27 / 0.071)) = 3.49; TSW = (10 / 40) = 0.25; TGW = (3.49 x 0.50) = 0.87. RV Park Trip Generation: Sum (2.50 + 0.87 + 1.09) = 4.47. ***Average values in the last row are shown in italics for informational purposes only.***

COMMUNITY SERVING TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES	CALCULATED DAILY TRIPS (TG)	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
CHURCH	560	1000 SF	0.32	0.070	6	0.49	0.07	11	17	5.79	0.89	5.18
MUSEUM	580	1000 SF	0.28	0.070	1	0.18	0.07	1	2	3.29	0.11	0.35
TOTAL	--	--	--	--	7	--	--	12	19	--	1.00	5.52

Notes: Community Serving Trip Generation based on the AM and PM Peak of adjacent street traffic per room based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on a peak to daily factor of 0.07. The Trip Generation Weight (TGw) is calculated based on daily trips multiplied by Trip Study Weight (TSw). The total trips per room is the sum of the weighted Trip Generation (TGw). Church Example: = ((0.32 / .07) + (0.49 / 0.07)) = 5.79; TSw = (17 / 19) = 0.89; TGw = (5.79 x 0.89) = 5.18. Community Serving Trip Generation is the sum of the weighted trip generation (5.18 + 0.35) = 5.52.

LONG TERM CARE TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK TRIPS (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK TRIPS (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES	CALCULATED DAILY	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
CONGREGATE CARE FACILITY	253	DWELLING	0.08	0.047	8	0.18	0.081	9	17	1.96	0.23	0.46
CONTINUING CARE RETIREMENT COMMUNITY	255	UNITS	0.15	0.047	15	0.19	0.081	15	30	2.77	0.41	1.14
LONG TERM CARE TRIP GENERATION PER 1,000 SQ. FT.												
CONGREGATE CARE FACILITY	253	1000 SQ. FT.	0.26	0.047	8	0.59	0.081	9	17	6.48	0.23	1.51
ASSISTED LIVING	254	1000 SQ. FT.	0.38	0.093	5	0.48	0.088	5	10	4.77	0.14	0.65
CONTINUING CARE RETIREMENT COMMUNITY	255	1000 SQ. FT.	0.38	0.047	15	0.48	0.081	15	30	6.92	0.41	2.84
NURSING HOME	620	1000 SQ. FT.	0.55	0.075	8	0.59	0.074	8	16	7.65	0.22	1.68
TOTAL / *AVERAGE*			*0.39*	*0.066*	36	*0.53*	*0.081*	37	73	*6.46*	1.00	6.68

Notes: Long Term Care Trip Generation based on the AM and PM Peak of adjacent street traffic based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. Congregate Care Facilities and Continuing Care Retirement Community were converted from units to 1,000 sq. ft. based on unit sizes of 330 sq. ft. and 400 sq. ft. respectively. Congregate Care Facilities AM and PM Peak Trips were multiplied by 3.3 to convert 330 sq. ft. units to 1,000 sq. ft. Continuing Care Retirement Community AM and PM Peak Trips were multiplied by 2.5 to convert 400 sq. ft. units to 1,000 sq. ft. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles. The Trip Generation Weight (TGW) is calculated based on daily trips multiplied by Trip Study Weighting. The total trips per 1,000 sq. ft. is the sum of the weighted Trip Generation (TGW). Nursing Home Example: DT = ((0.55 / .075) + (0.59 / 0.074)) = 7.65; TSW = (16 / 73) = 0.22; TGW = (7.65 x 0.22) = 1.68. Long Term Care TG: Sum(1.51 + 0.65 + 2.84 + 1.68) = 6.68. ***Average values in the last row are shown in italics for informational purposes only.***

PRIVATE EDUCATION TRIP GENERATION										
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK OF GENERATOR	NUMBER OF STUDIES	PM PEAK OF GENERATOR	TOTAL NUMBER OF STUDIES	CALCULATED DAILY	TOTAL NUMBER OF STUDIES	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
ELEMENTARY SCHOOL	520	STUDENTS	0.75	46	0.45	54	1.80	100	0.19	0.34
MIDDLE SCHOOL / JR HIGH SCHOOL	522	STUDENTS	0.74	25	0.36	29	1.65	54	0.10	0.17
HIGH SCHOOL	525	STUDENTS	0.51	51	0.32	65	1.25	116	0.22	0.28
PRIVATE K-8	530	STUDENTS	1.01	14	0.6	12	2.42	26	0.05	0.12
PRIVATE K-12	532	STUDENTS	0.8	5	0.53	3	2.00	8	0.02	0.03
PRIVATE HIGH SCHOOL	534	STUDENTS	0.66	4	0.40	4	1.59	8	0.02	0.02
CHARTER ELEMENTARY SCHOOL	536	STUDENTS	1.07	26	0.72	27	2.69	53	0.10	0.27
CHARTER HIGH SCHOOL	538	STUDENTS	0.94	4	0.73	4	2.51	8	0.02	0.04
DAY CARE	565	STUDENTS	0.79	75	0.81	75	2.40	150	0.29	0.69
TOTAL								523	1.00	1.96
CALCULATED DAILY TRIP GENERATION RATE PER 1,000 SQ. FT. IS (1.96 x 5) = 9.82 PER 1,000 SQ. FT.										9.82

DAILY TRIP GENERATION RATE OF 9.82 PER 1,000 SQ. FT. BASED ON 1,000 SQ. FT. DIVIDED BY THE AVERAGE SQUARE FEET PER STUDENT OF 200 SQ. FT. MULTIPLIED BY WEIGHTED TRIP GENERATION PER STUDENT: (1,000 / 200 = 5.00); (1.96 X 5.00 = 13.76). TRIP GENERATION ROUNDED TO NEAREST 100TH PLACE. DAILY TRIPS BASED ON THE SUM OF THE AM AND PM PEAK HOUR OF GENERATOR TIMES A PEAK-TO-DAILY FACTOR OF 1.5: (E.G., CHARTER HIGH SCHOOL 0.94 + 0.73 = 1.67; 1.67 X 1.5 = 2.51). PEAK HOUR DATA HAD SIGNIFICANTLY MORE STUDIES THAN DAILY DATA. TOTAL NUMBER OF STUDIES BASED ON THE SUM OF THE NUMBER OF STUDIES FOR THE AM AND PM PEAK HOUR OF GENERATOR PER SCHOOL TYPE. ALL TRIP GENERATION DATA BASED ON THE ITE TRIP GENERATION MANUAL, 11TH EDITION.

AVERAGE SQUARE FEET PER STUDENT = 142.5 SQ. FT. BASED ON A WEIGHTED AVERAGE OF STUDENTS PER SCHOOL TYPE BASED ON TABLE 10 FROM THE FLORIDA DEPARTMENT OF EDUCATION REVIEW & ADJUSTMENT FOR FLORIDA'S COST PER STUDENT STATION (JANUARY 2020).

OUTDOOR COMMERCIAL RECREATION TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK TRIPS (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK TRIPS (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES	CALCULATED DAILY	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
GOLF DRIVING RANGE	432	TEES	0.08	0.029	1	0.18	0.072	1	2	2.63	0.13	0.33
SOCCER COMPLEX	488	FIELDS	0.99	0.08	5	16.43	0.072	5	10	120.28	0.63	75.18
TENNIS COURTS	490	COURTS	--	--	--	4.21	0.083	2	2	50.72	0.13	6.34
RACQUET / TENNIS CLUB	491	COURTS	--	--	--	3.82	0.083	2	2	46.02	0.13	5.75
TOTAL / AVERAGE					6			10	16	54.92	1.00	87.60
OUTDOOR COMMERCIAL RECREATION TRIP GENERATION PER ACRE												
PUBLIC PARK	410	ACRES	0.03	0.083	5	0.11	0.083	6	11	0.86	0.33	0.29
GOLF COURSE	430	ACRES	0.19	0.083	3	0.28	0.083	3	6	2.83	0.18	0.51
GOLF DRIVING RANGE	432	ACRES	0.16	0.029	1	0.36	0.072	1	2	5.26	0.06	0.32
SOCCER COMPLEX	488	ACRES	0.40	0.08	5	6.57	0.072	5	10	48.11	0.30	14.58
TENNIS COURTS	490	ACRES	--	--	--	8.42	0.083	2	2	101.45	0.06	6.15
RACQUET / TENNIS CLUB	491	ACRES	--	--	--	7.64	0.083	2	2	92.05	0.06	5.58
TOTAL / *AVERAGE*		ACRES	*0.25*	*0.064*	14	*3.90*	*0.079*	19	33	*41.76*	1.00	27.43

Notes: Outdoor Commercial Recreation Trip Generation based on the AM and PM Peak of adjacent street traffic based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The trip generation for golf driving ranges was converted from tees to acreage based on two (2) tees per acre. The trip generation for a soccer complex was converted from fields to acreage based on two and a half acres (2.5) per field. The trip generation for tennis courts and a raquest / tennis court was converted from courts to acreage based on two (2) courts per acre. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles. The Trip Generation Weight (TGW) is calculated based on daily trips multiplied by Trip Study Weighting. The total trips per acre is the sum of the weighted Trip Generation (TGW). Golf Course Example: DT = ((0.19 / .083) + (0.28 / 0.083)) = 2.83; TSW = (6 / 33) = 0.18; TGW = (2.83 x 0.18) = 0.51. Outdoor Comercial Recreation TG is equal to the sum of the following: (0.29 + 0.51 + 0.32 + 14.58 + 6.15 + 5.58) = 27.43. ***Average values in the last row are shown in italics for informational purposes only.***

INDOOR ENTERTAINMENT TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES	CALCULATED DAILY	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
ROCK CLIMBING GYM	434	1,000 SQ. FT.	1.40	0.068	1	1.64	0.123	1	2	16.96	0.04	0.65
MULTI-PURPOSE	435	1,000 SQ. FT.	0.00	0.068	0	3.58	0.123	3	3	14.55	0.06	0.84
TRAMPOLINE PARK	436	1,000 SQ. FT.	0.00	0.068	0	1.50	0.123	3	3	6.10	0.06	0.35
BOWLING ALLEY	437	1,000 SQ. FT.	0.81	0.068	1	1.16	0.123	5	6	10.67	0.12	1.23
HEALTH / FITNESS	492	1,000 SQ. FT.	1.31	0.068	6	3.45	0.123	8	14	23.66	0.27	6.37
ATHLETIC CLUB	493	1,000 SQ. FT.	3.16	0.068	2	6.29	0.123	3	5	48.80	0.10	4.69
COMMUNITY CENTER	495	1,000 SQ. FT.	1.91	0.068	12	2.50	0.123	15	27	24.21	0.52	12.57
TOTAL	--	--	--	0.068	21	--	0.123	31	52	--	1.00	24.86

Notes: Indoor Entertainment Trip Generation based on the AM and PM Peak of adjacent street traffic per 1,000 square feet (SQ. FT.) based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles for ITE Land Use Code 495 (Recreational Community Center). This was the only indoor recreational use with a reported daily trip distribution. The Trip Generation Weight (TGW) is calculated based on daily trips multiplied by Trip Study Weighting. The total trips per 1,000 SQ. FT. is the sum of the weighted Trip Generation (TGW). Community Center Example: DT = ((1.91 / .068) + (2.50 / 0.123)) = 24.21; TSW = (27 / 52) = 0.52; TGW = (24.41 x 0.52) = 12.57. Indoor Commercial Recreation Trip Generation is the sum of (0.65 + 0.84 + 0.35 + 1.23 + 6.37 + 4.69 + 12.57) = 24.86. ***Average values in the last row are shown in italics for informational purposes only.***

INDUSTRIAL TRIP GENERATION						
ITE LAND USE	ITE	VARIABLE	DAILY TRIPS (DT)	NUMBER OF STUDIES (TS)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
LIGHT INDUSTRIAL	110	1,000 SQ. FT.	4.87	37	0.243	1.185
INDUSTRIAL PARK	130	1,000 SQ. FT.	3.37	27	0.178	0.599
MANUFACTURING	140	1,000 SQ. FT.	4.75	53	0.349	1.656
DATA CENTER	160	1,000 SQ. FT.	0.99	2	0.013	0.013
UTILITY	170	1,000 SQ. FT.	12.29	13	0.086	1.051
SPECIALTY TRADE	180	1,000 SQ. FT.	9.82	20	0.132	1.292
AVERAGE (STUDIES = TOTAL)	--	--	*6.02*	152	1.000	5.80

Notes: Industrial Trip Generation based on the Daily Rate from the 11th Edition of the ITE Trip Generation Manual. The total number of studies (TS) conducted for Daily Trips (DT) are used to calculate a Trip Study Weight (TSw). The Trip Generation Weight (TGw) is calculated based on daily trips multiplied by weighted Trip Study. The total trips per 1,000 sq. ft. is the sum of the weighted Trip Generation (TGw). Light Industrial Example: TSW = (37 / 152) = 0.243; TGW = (4.87 x 0.243) = 1.185. The trip generation (TG) for Industrial uses is the sum of (1.185 + 0.599 + 1.656 + 0.013 + 1.051 + 1.292) = 5.80. *Average DT shown in italics for informational purposes only.*

COMMERCIAL STORAGE TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES (TS)	CALCULATED DAILY TRIPS (DT)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
WAREHOUSE	150	1,000 SQ. FT.	0.18	0.065	36	0.18	0.065	49	85	2.77	0.22	0.61
MINI-WAREHOUSE	151	1,000 SQ. FT.	0.15	0.087	13	0.15	0.087	18	31	1.72	0.08	0.14
HIGH CUBE TRANSLOAD	154	1,000 SQ. FT.	0.10	0.048	102	0.10	0.048	103	205	2.08	0.53	1.10
HIGH CUBE FULLFILLMENT	155	1,000 SQ. FT.	0.16	0.113	22	0.16	0.113	22	44	1.42	0.11	0.16
HIGH CUBE FULLFILLMENT - SORT	155	1,000 SQ. FT.	1.20	0.113	2	1.20	0.113	3	5	10.62	0.01	0.14
HIGH CUBE PARCEL HUB	156	1,000 SQ. FT.	0.64	0.113	4	0.64	0.113	4	8	5.66	0.02	0.12
HIGH CUBE COLD STORAGE	157	1,000 SQ. FT.	0.15	0.048	5	0.15	0.048	5	10	3.13	0.03	0.08
TOTAL	--	--	--		184	--	--	204	388	--	--	2.34

Notes: Commercial Storage Trip Generation based on the AM and PM Peak of adjacent street traffic per 1,000 squate feet (SQ. FT.) based on the 11th Edition of the ITE Trip Generation Manual. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the closest 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles. The Weighted Trip Generation (TGw) is calculated based on daily trips multiplied by Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). High Cube Fullfillment Example: DT = ((0.16 / .0113) + (0.16 / 0.113)) = 1.42; TSw = (44/ 388) = 0.113; TGw = (1.42 x 0.11) = 0.16. Commercial Storage Weighted Trip Generation (TGw) is the sum of (0.61 + 0.14 + 1.10 + 0.16 + 0.14 + 0.12 + 0.08) = 2.34.

OFFICE TRIP GENERATION						
USE	ITE	VARIABLE	DAILY TRIPS (DT)	NUMBER OF STUDIES (TS)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
OFFICE	710	1,000 SQ. FT.	10.84	59	0.38	4.15
SMALL OFFICE	712	1,000 SQ. FT.	14.39	21	0.14	1.96
CORPORATE HEADQUATERS	714	1,000 SQ. FT.	7.95	7	0.05	0.36
SINGLE TENANT	715	1,000 SQ. FT.	13.07	12	0.08	1.02
HOSPITAL	610	1,000 SQ. FT.	10.77	7	0.05	0.49
OFFICE PARK	750	1,000 SQ. FT.	11.07	10	0.06	0.72
RESEARCH & DEVELOPMENT	760	1,000 SQ. FT.	11.08	22	0.14	1.58
BUSINESS PARK	770	1,000 SQ. FT.	12.44	16	0.10	1.29
TOTAL				154	1.00	11.58

Notes: Office Trip Generation based on Daily Weekday Trip Generation per 1,000 squate feet (SQ. FT.) based on the 11th Edition of the ITE Trip Generation Manual. The total number of studies (TS) conducted are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on ITE Trip Generation Manual 11th edition. The Weighted Trip Generation (TGw) is calculated based on Daily Trips (DT) multiplied by the Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). Office Example: TSw = (59 / 154) = 0.38; TGw = (10.84 x 0.38) = 4.15. Office Trip Generation is the sum of (4.15 + 1.96 + 0.36 + 1.02 + 0.49 + 0.72 + 1.58 + 1.29) = 11.58.

MEDICAL OFFICE TRIP GENERATION						
USE	**ITE**	**VARIABLE**	**DAILY TRIPS (DT)**	**NUMBER OF STUDIES (TS)**	**WEIGHTED TRIP STUDY (TSw)**	**WEIGHTED TRIP GENERATION (TGw)**
MEDICAL OFFICE	**720**	**1,000 SQ. FT.**	**36.00**	**18**	**0.49**	**17.51**
CLINIC	**630**	**1,000 SQ. FT.**	**37.60**	**9**	**0.24**	**9.15**
VETERINARY	**640**	**1,000 SQ. FT.**	**21.50**	**6**	**0.16**	**3.49**
EMERGENCY CARE	**650**	**1,000 SQ. FT.**	**24.94**	**4**	**0.11**	**2.70**
TOTAL			**30.01**	**37**	**1.00**	**32.84**

Notes: Medical Office Trip Generation based on Daily Weekday Trip Generation per 1,000 square feet (SQ. FT.) based on the 11th Edition of the ITE Trip Generation Manual. The total number of studies (TS) conducted are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on ITE Trip Generation Manual 11th edition. The Weighted Trip Generation (TGw) is calculated based on Daily Trips (DT) multiplied by the Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). Medical Office Example: TSw = (18 / 37) = 0.49; TGw = (36.00 x 0.49) = 17.51. Medical Office Trip Generation is the sum of (17.51 + 9.15 + 3.49 + 2.93 + 2.70) = 32.84. ***Average values in the last row are shown in italics for informational purposes only.***

RETAIL TRIP GENERATION						
USE	ITE LAND USE CODE	UNIT OF MEASURE	DAILY TRIPS (DT)	NUMBER OF STUDIES (TS)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
BUILDING MATERIALS & LUMBER	812	1,000 SQ. FT.	17.05	13	0.03	0.57
FREE STANDING DISCOUNT SUPERSTORE	813	1,000 SQ. FT.	50.52	72	0.19	9.42
VARIETY STORE	814	1,000 SQ. FT.	63.66	29	0.08	4.78
FREE STANDING DISCOUNT STORE	815	1,000 SQ. FT.	53.87	21	0.05	2.93
NURSERY GARDEN CENTER	817	1,000 SQ. FT.	68.10	10	0.03	1.76
MULTI-TENANT GREATER THAN 150K	820	1,000 SQ. FT.	37.01	108	0.28	10.36
MULTI-TENANT 40K to 150K WITHOUT SUPERMARKET	821	1,000 SQ. FT.	67.52	7	0.02	1.22
MULTI-TENANT UNDER 40K	822	1,000 SQ. FT.	54.45	4	0.01	0.56
AUTO SALES NEW	840	1,000 SQ. FT.	27.84	18	0.05	1.30
AUTO SALES USED	841	1,000 SQ. FT.	27.06	14	0.04	0.98
AUTO PARTS SALES	843	1,000 SQ. FT.	55.34	12	0.03	1.72
TIRE STORE	848	1,000 SQ. FT.	27.69	13	0.03	0.93
DISCOUNT CLUB	857	1,000 SQ. FT.	42.46	20	0.05	2.20
SPORTING GOODS SUPERSTORE	861	1,000 SQ. FT.	23.78	8	0.02	0.49
HOME IMPROVEMENT	862	1,000 SQ. FT.	30.74	19	0.05	1.51
ELECTRONIC SUPERSTORE	863	1,000 SQ. FT.	41.05	5	0.01	0.53
DISCOUNT HOME FURNISHINGS	869	1,000 SQ. FT.	20.00	8	0.02	0.41
DEPARTMENT STORE	875	1,000 SQ. FT.	22.88	5	0.01	0.30
TOTAL		1,000 SQ. FT.	*40.61*	386	1.00	42.00

Notes: Retail Trip Generation based on Daily Weekday Trip (DT) Generation per 1,000 square feet (SQ. FT.) based on the 11th Edition of the ITE Trip Generation Manual. The simple average for daily trips is for information purposes only to illustrate the difference compared to weighted trips. The total number of studies (TS) conducted are used to calculate a Weighted Trip Study (TSw). The Weighted Trip Generation (TGw) is calculated based on Daily Trips (DT) multiplied by the Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). Variety Store Example: TSw = (29 / 386) = 0.08; TGw = (63.66 x 0.08) = 4.78. Retail Trip Generation is the sum of (0.57 + 9.42 + 4.78 + 2.93 + 1.76 + 10.36 + 1.22 + 0.56 + 1.30 + 0.98 + 1.72 + 0.93 + 2.20 + 0.49 + 1.51 + 0.53 + 0.41 + 0.30) = 42.00. ***Average values in the last row are shown in italics for informational purposes only.***

HIGH IMPACT RETAIL TRIP GENERATION						
USE	ITE LAND USE CODE	UNIT OF MEASURE	DAILY TRIPS (DT)	NUMBER OF STUDIES (TS)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
MULTI-TENANT 40K to 150K WITH SUPERMARKET	821	1,000 SQ. FT.	94.49	17	0.12	11.00
SUPERMARKET	850	1,000 SQ. FT.	93.84	22	0.15	14.14
PHARMACY WITH DRIVE-THRU	881	1,000 SQ. FT.	108.4	16	0.11	11.88
MARJUANA DISPENSARY	882	1,000 SQ. FT.	211.12	7	0.05	10.12
LIQUOR STORE	899	1,000 SQ. FT.	107.21	5	0.03	3.67
DRIVE-IN BANK	912	1,000 SQ. FT.	100.35	19	0.13	13.06
FINE DINING RESTAURANT	931	1,000 SQ. FT.	83.84	10	0.07	5.74
HIGH TURN OVER RESTAURANT	932	1,000 SQ. FT.	107.2	50	0.34	36.71
TOTAL		1,000 SQ. FT.	113.31	146	1.00	106.33

Notes: High Impact Retail Trip Generation based on Daily Weekday Trip (DT) Generation per 1,000 square feet (SQ. FT.) based on the 11th Edition of the ITE Trip Generation Manual. The simple average for daily trips is for information purposes only to illustrate the differance compared to weighted trips. The total number of studies (TS) conducted are used to calculate a Weighted Trip Study (TSw). The Weighted Trip Generation (TGw) is calculated based on Daily Trips (DT) multiplied by the Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). Supermarket Example: TSw = (22 / 146) = 0.15; TGw = (93.84 x 0.15) = 14.14. High Impact Retail Trip Generation is the sum of (11.00 + 14.14 + 11.88 + 10.12 + 3.67 + 13.06 + 36.71) = 106.33.

CONVENIENCE RETAIL TRIP GENERATION												
USE	ITE LAND USE CODE	UNIT OF MEASURE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES (TS)	DAILY TRIPS (DT)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
CONVENIENCE STORE	851	1,000 SQ. FT.	62.54	0.062	39	49.11	0.060	39	78	913.60	0.10	89.30
FAST FOOD WITHOUT DRIVE-THRU	933	1,000 SQ. FT.	43.18	0.019	3	33.21	0.064	8	11	1395.77	0.01	19.24
FAST FOOD WITH DRIVE-THRU	934	1,000 SQ. FT.	44.61	0.035	96	33.03	0.067	190	286	883.78	0.36	316.74
COFFEE DONUT WITHOUT DRIVE-THRU	936	1,000 SQ. FT.	93.08	0.1	25	32.29	0.044	16	41	832.33	0.05	42.76
COFFEE DONUT WITH DRIVE-THRU	937	1,000 SQ. FT.	85.88	0.1	78	38.99	0.044	36	114	872.47	0.14	124.64
CONVENIENCE STORE WITH GAS (2 TO 8 POSITIONS)	945	1,000 SQ. FT.	40.59	0.062	57	48.48	0.071	67	124	668.75	0.16	103.92
CONVENIENCE STORE WITH GAS (9 TO 15 POSITIONS)	945	1,000 SQ. FT.	56.52	0.065	34	54.52	0.068	39	73	835.65	0.09	76.44
CONVENIENCE STORE WITH GAS (16 TO 24 POSITIONS)	945	1,000 SQ. FT.	91.35	0.065	32	78.95	0.068	39	71	1283.21	0.09	114.17
TOTAL		1,000 SQ. FT.							798	960.69	1.00	887.21
DRIVE-THRU & FUEL POSITION TRIP GENERATION ADJUSTMENT												544.55
NET TRIP GENERATION (BASED ON TGw PER 1,000 SQ. FT. MINUS DRIVE-THRU & FUEL POSITION TRIP GENERATION ADJUSTMENT: 887.21 - 544.55 = 588.82)												342.66

Notes: Convenience Retail Trip Generation based on Daily Weekday Trip (DT) Generation per 1,000 square feet (SQ. FT.) based on the 11th Edition of the ITE Trip Generation Manual. The simple average for daily trips is for information purposes only to illustrate the difference compared to weighted trips. The total number of studies (TS) conducted are used to calculate a Weighted Trip Study (TSw). The Weighted Trip Generation (TGw) is calculated based on Daily Trips (DT) multiplied by the Weighted Trip Study (TSw). The total trips per 1,000 SQ. FT. is the sum of the Weighted Trip Generation (TGw). Convenience Store Example: TSw = (78 / 798) = 0.10; TGw = (913.60 x 0.10) = 89.30. Convenience Retail Trip Generation is the sum of (89.30 + 19.24 + 316.74 + 42.76 + 124.64+ 103.92 + 76.44 + 114.17) = 887.21.

The same methodology applies to the Drive-Thru and Fuel Position Trip Generation Adjustmemt. The total number of studies (TS) is as follows: (Drive-Thru = 35; Fuel Position = 386; 35 + 386 = 421). The trip study weight (TSw) is as follows: (35 / 421 = 0.083; 386 / 421 = 0.917). The weighted trip generation TGw is as follows: (507.99 x 0.083) = 42.23; (279.39 x 2) = 558.77; (558.77 x 0.917) = 512.32). The trip generation for fuel positions is multiplied by two to account for the number of positions per 1,000 sq. ft. The trip generation adjustment is equal to the following: (42.23 + 512.32 = 544.55). The trip generation analysis for Quick Service Restaurant Drive-Thru's and Motor Vehicle Fuel Positions is provided in the trip generation appendix.

VEHICLE CLEANING TRIP GENERATION								
NUMBER OF STUDIES								
ITE LAND USE	**ITE LAND USE CODE**	**UNIT OF MEASURE**	**PM PEAK (4 to 6)**	**PM PEAK FACTOR**	**NUMBER OF STUDIES / UNITS**	**CALCULATED DAILY TRIPS (DT)**	**WEIGHTED TRIP STUDY (TSw)**	**WEIGHTED TRIP GENERATION (TGw)**
SELF SERVICE CAR WASH	**947**	**STALL**	**5.54**	**0.087**	**6**	**63.68**	**0.60**	**38.21**
AUTOMATED CAR WASH	**948**	**TUNNEL**	**77.50**	**0.087**	**3**	**890.80**	**0.30**	**267.24**
CAR WASH & DETAIL CENTER	**949**	**STALL**	**13.60**	**0.087**	**1**	**156.32**	**0.10**	**15.63**
TOTAL	**--**	**--**	**--**	**--**	**10**	**--**	**1.00**	**321.08**
NUMBER OF UNITS								
SELF SERVICE CAR WASH	**947**	**STALL**	**5.54**	**0.087**	**7**	**445.75**	**0.58**	**260.02**
CAR WASH & DETAIL CENTER	**949**	**STALL**	**13.60**	**0.087**	**5**	**781.61**	**0.42**	**325.67**
TOTAL	**--**	**--**	**--**	**--**	**12**	**--**	**1.00**	**585.69**

Notes: Car Wash Trip Generation based on the PM Peak of adjacent street traffic per unit of measure based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the PM Peak are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on the PM Peak divided by the PM Peak factor. PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles for ITE Land Use Codes 949. The Weighted Trip Generation Weight (TGw) is calculated based on Daily Trips multiplied by Weighted Trip Study. The total trips is the sum of the Weighted Trip Generation (WTG). Self-Service Car Wash Example: DT = ((5.54 / .087) = 63.68; TSw = (6 / 10) = 0.60; TGw = (63.68 x 0.60) = 38.21. Car Wash Trip Generation is the sum of (38.21 + 267.24 + 15.63) = 321.08. Automated car washed typically feature one (1) lane and one (1) tunnel. Some high volume car washes will feature two (2) or (3) approach lanes. Self service or full service car washes may feature between four (4) and eight (8) stalls. The high volume car washes will feature multiple finishing stations for vacuuming and detailing vehicles. An additional analysis based on total units of measure was performed to illustrate that on a daily trip basis, car washes produce similar results for the facility as a whole. For car washes with a tunnel system, the trip generation would also apply to every three (3) finishing stations based on TGw divided by Average Number of Stalls multiplied by three (3): (585.69 / 6 = 97.61); (97.61 x 3 = 328.02). Accounting for the number of finishing stations levels the trip generation between self service and automated car washes. For automated stations, the trip generation would also include 321.08 trip per five (5) finishing stations.

MOTOR VEHICLE FUELING TRIP GENERATION												
USE	ITE LAND USE CODE	UNIT OF MEASURE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES (TS)	DAILY TRIPS (DT)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
GASOLINE SERVICE STATION	944	PER FUEL POSITION	10.28	0.050	53	13.91	0.075	65	118	195.53	0.31	59.77
CONVENIENCE STORE WITH GAS (2-4K)	945	PER FUEL POSITION	16.06	0.062	76	18.42	0.071	93	169	259.23	0.44	113.50
CONVENIENCE STORE WITH GAS (4-5.5K)	945	PER FUEL POSITION	27.04	0.065	18	22.76	0.068	23	41	375.35	0.11	39.87
CONVENIENCE STORE WITH GAS (5.5-10K)	945	PER FUEL POSITION	31.60	0.065	29	26.90	0.068	29	58	440.87	0.15	66.24
TOTAL		PER FUEL POSITION	*21.25*	*0.06*	176	*20.50*	*0.07*	210	386	*317.75*	1.00	279.39

Notes: Motor Vehicle Fueling Trip Generation based on the AM and PM Peak of adjacent street traffic per the 11th Edition of the ITE Trip Generation Manual. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles for applicable ITE Land Use Codes. The Weighted Trip Generation Weight (TGw) is calculated based on Daily Trips multiplied by Weighted Trip Study. The total trips per unit of measure is the sum of the Weighted Trip Generation (WTG). Gasoline Service Station Example: DT = ((10.28 / .050) + (13.91 / 0.075)) = 195.53; TSw = (118 / 386) = 0.31; TGw = (195.53 x 0.31) = 59.77. Motor Vehicle Fueling Trip Generation per 1,000 sq. ft. is the sum of (59.77 + 113.50 + 39.87 + 66.24) = 279.39. ***Average values in the last row are shown in italics for informational purposes only.***

MOTOR VEHICLE SERVICE TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES (TS)	CALCULATED DAILY TRIPS (DT)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
TIRE STORE	848	SERVICE BAY	2.10	0.066	9	3.42	0.091	10	19	34.70	0.35	11.99
TIRE SUPERSTORE	849	SERVICE BAY	2.01	0.066	11	3.17	0.091	12	23	32.64	0.42	13.65
QUICK LUBE VEHICLE SHOP	941	SERVICE BAY	3.00	0.083	1	4.85	0.115	10	11	39.16	0.20	7.83
AUTOMOBILE CARE CENTER	942	SERVICE BAY	1.52	0.083	1	2.17	0.115	1	2	18.59	0.04	0.68
TOTAL	--	--	*2.16*	*0.075*	22	*3.40*	*0.103*	33	55	*31.27*	1.00	34.15

Notes: Motor Vehicle Service Trip Generation based on the AM and PM Peak of adjacent street traffic per Service Bay based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles for ITE Land Use Codes 848 and 941. The Weighted Trip Generation Weight (TGw) is calculated based on Daily Trips multiplied by Weighted Trip Study. The total trips per Service Bay is the sum of the Weighted Trip Generation (WTG). Tire Store Example: DT = ((2.10 / .066) + (3.42 / 0.091)) = 34.70; TSw = (19 / 55) = 0.35; TGw = (34.70 x 0.35) = 11.99. Motor Vehicle Service Trip Generation per bay is the sum of (11.99 + 13.65 + 7.83 + 0.61) = 34.15. ***Average values in the last row are shown in italics for informational purposes only.***

FINANCIAL SERVICES DRIVE-THRU TRIP GENERATION												
ITE LAND USE	**ITE LAND USE CODE**	**VARIABLE**	**AM PEAK (7 to 9)**	**AM PEAK FACTOR**	**AM NUMBER OF STUDIES**	**PM PEAK (4 to 6)**	**PM PEAK FACTOR**	**PM NUMBER OF STUDIES**	**TOTAL NUMBER OF STUDIES**	**CALCULATED DAILY TRIPS (TG)**	**TRIP STUDIED (WEIGHTED)**	**TRIP GENERATION (WEIGHTED)**
BANK	**912**	**1,000 SF**	**9.95**	**0.063**	**44**	**21.01**	**0.102**	**114**	**158**	**181.96**	**0.52**	**94.88**
BANK	**912**	**DRIVE-THRU**	**8.54**	**0.063**	**36**	**27.07**	**0.102**	**109**	**145**	**200.47**	**0.48**	**95.94**
TOTAL / *AVERAGE*			***9.25***	**0.063**	**80**	***24.04***	**0.102**	**223**	**303**	***191.22***	**1.00**	**190.82**
ITE LAND USE	**ITE LAND USE CODE**	**VARIABLE**	**WEIGHTED AM PEAK (7 to 9)**	**WEIGHTED AM PEAK FACTOR**	**WEIGHTED AM NUMBER OF STUDIES**	**WEIGHTED PM PEAK (4 to 6)**	**WEIGHTED PM PEAK FACTOR**	**WEIGHTED PM NUMBER OF STUDIES**	**TOTAL NUMBER OF STUDIES**	**WEIGHTED PEAK HOUR TRIPS**	**WEIGHTED PEAK HOUR FACTOR**	**WEIGHTED DAILY TRIPS (DT)**
BANK	**912**	**1,000 SF**	**2.77**	**0.018**	**0.28**	**15.16**	**0.074**	**0.72**	**158**	**17.93**	**0.09**	**196.73**
BANK	**912**	**DRIVE-THRU**	**2.12**	**0.016**	**0.25**	**20.35**	**0.077**	**0.75**	**145**	**22.47**	**0.09**	**243.39**
NET TRIP GENERATION TGw PER BANK DRIVE-THRU MINUS TGw FOR HIGH-IMPACT RETAIL (PER 1,000 SQ. FT.) (243.39 - 106.33) = 137.06												**137.06**

Notes: Bank Drive-Thru Trip Generation based on the AM and PM Peak of adjacent street traffic per room based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles for ITE Land Use Codes 912. The Trip Generation Weight (TGw) is calculated based on daily trips multiplied by Trip Study Weight (TSw). The total trips per room is the sum of the weighted Trip Generation (TGw).

The trip generation per drive-thru is based on the weighted daily trips per drive-thru of 243.39 minus the weighted daily trips per 1,000 sq. ft. for High-Impact Retail Uses 106.33 for a net trip generation of 137.06 (243.39 - 106.33 = 137.06). The mobility fee for the square footage of the Financial Services building is based on the trip generation for High-Impact Retail land uses.

QUICK SERVICE RESTAURANT (AKA FAST FOOD) DRIVE-THRU TRIP GENERATION												
ITE LAND USE	**ITE LAND USE CODE**	**VARIABLE**	**AM PEAK (7 to 9)**	**AM PEAK FACTOR**	**AM NUMBER OF STUDIES**	**PM PEAK (4 to 6)**	**PM PEAK FACTOR**	**PM NUMBER OF STUDIES**	**TOTAL NUMBER OF STUDIES (TS)**	**CALCULATED DAILY TRIPS (DT)**	**WEIGHTED TRIP STUDY (TSw)**	**WEIGHTED TRIP GENERATION (TGw)**
FAST FOOD WITH DRIVE-THRU NO INDOOR SEATING	**935**	**PER DRIVE-THRU**	**43.00**	**0.035**	**1**	**59.50**	**0.067**	**6**	**7**	**1058.32**	**0.20**	**211.66**
COFFEE DONUT WITH DRIVE-THRU NO INDOOR SEATING	**938**	**PER DRIVE-THRU**	**39.81**	**0.100**	**20**	**15.08**	**0.044**	**8**	**28**	**370.41**	**0.80**	**296.33**
TOTAL	**--**	**PER DRIVE-THRU**	***41.41***	***0.07***	**21**	***37.29***	***0.06***	**14**	**35**	***714.36***	**1.00**	**507.99**

Notes: Quick Service Restaurant Drive-Thru Trip Generation based on the AM and PM Peak of adjacent street traffic per 1000 Sq Ft based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles for ITE Land Use Codes 934 and 937. The Weighted Trip Generation Weight (TGw) is calculated based on Daily Trips multiplied by Weighted Trip Study. The total trips per drive-thru is the sum of the Weighted Trip Generation (WTG). Fast Food with Drive-Thru Example: DT = ((43.00 / .035) + (59.50 / 0.067)) = 1058.32; TSw = (7 / 35) = 0.20; TGw = (1058.32 x 0.20) = 211.66. Quick Service Restaurant Drive-Thru Trip Generation per lane is the sum of (211.66 + 296.33) = 507.99. ***Average values in the last row are shown in italics for informational purposes only.***

OVERNIGHT LODGING TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES (NS)	CALCULATED DAILY	TRIP STUDIED (WEIGHTED)	TRIP GENERATION (WEIGHTED)
HOTEL	310	ROOM	0.46	0.053	28	0.59	0.077	31	59	8.17	0.30	2.46
ALL SUITES HOTEL	311	ROOM	0.34	0.052	9	0.36	0.077	10	19	5.61	0.10	0.54
BUSINESS HOTEL	312	ROOM	0.36	0.071	17	0.31	0.069	24	41	4.78	0.21	1.00
MOTEL	320	ROOM	0.35	0.066	15	0.36	0.071	20	35	5.19	0.18	0.93
RESORT HOTEL	330	ROOM	0.32	0.050	6	0.41	0.050	9	15	7.30	0.08	0.56
TIMESHARE	265	ROOM	0.40	0.060	14	0.63	0.060	13	27	8.58	0.14	1.18
TOTAL	--	--	--	--	89	--	--	107	196	--	1.00	6.67

Notes: Overnight Lodging Trip Generation based on the AM and PM Peak of adjacent street traffic per room based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Trip Study Weight (TSW). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles. The Trip Generation Weight (TGW) is calculated based on daily trips multiplied by Trip Study Weighting. The total trips per room is the sum of the weighted Trip Generation (TGW). Hotel Example: DT = ((0.46 / .053) + (0.59 / 0.077)) = 8.17; TSW = (59 / 196) = 0.30; TGW = (8.17 x 0.30) = 2.46. Hotel Trip Generation: Sum (2.46 + 0.54 + 1.00 + 0.93 + 0.56 +1.18) = 6.67.
Average values in the last row are shown in italics for informational purposes only.

DRIVE-THRU TRIP GENERATION												
ITE LAND USE	ITE LAND USE CODE	VARIABLE	AM PEAK (7 to 9)	AM PEAK FACTOR	AM NUMBER OF STUDIES	PM PEAK (4 to 6)	PM PEAK FACTOR	PM NUMBER OF STUDIES	TOTAL NUMBER OF STUDIES (TS)	CALCULATED DAILY TRIPS (DT)	WEIGHTED TRIP STUDY (TSw)	WEIGHTED TRIP GENERATION (TGw)
FAST FOOD WITH DRIVE-THRU NO INDOOR SEATING	935	DRIVE-THRU	43.00	0.035	1	59.50	0.067	6	7	1058.32	0.04	41.16
COFFEE DONUT WITH DRIVE-THRU NO INDOOR SEATING	938	DRIVE-THRU	39.81	0.100	20	15.08	0.044	8	28	370.41	0.16	57.62
BANK WITH DRIVE-THRU	912	DRIVE-THRU	8.54	0.063	36	27.07	0.102	109	145	200.47	0.81	161.49
TOTAL		DRIVE-THRU	*30.45*	*0.066*	57	*33.88*	*0.071*	123	180	*543.07*	1.00	260.27
PHARMACY WITH-OUT DRIVE-THRU	880	1,000 SQ. FT.	2.94	0.033	7	8.51	0.094	13	20	89.81	0.25	22.45
PHARMACY WITH DRIVE-THRU	881	1,000 SQ. FT.	3.74	0.033	21	10.25	0.094	39	60	111.19	0.75	83.39
TOTAL	--	1,000 SQ. FT.	*3.34*	*0.033*	28	*9.38*	*0.094*	52	80	*100.50*	1.00	105.84
NET TRIP GENERATION BASED ON PHARMACY W/ DRIVE-THRU (DT) MINUS PHARMACY W/O DRIVE-THRU (DT) TIMES AVERAGE PHARMACY SQ. FT. PER 1,000: (111.19 - 89.81 = 21.38); (13,000 / 1,000 = 13); (21.38 x 13 = 277.89)												277.89
NET TRIP GENERATION BASED ON AVERAGE OF WEIGHTED DRIVE-THRU & WEIGHTED PHARMACY DRIVE-THRU: (260.27 + 277.89 = 538.16); (538.16 / 2 = 269.08)												269.08
NET TRIP GENERATION BASED ON AVERAGE OF FIVE (5) MINUTE WAIT TIME OVER ONE (1) HOUR DIVIDED BY A WEIGHTED AVERAGE PM PEAK HOUR FACTOR OF 0.0958: (60 / 5 = 12); (12 / 0.0958 = 125.26)												125.26

Notes: Drive-Thru Trip Generation based on the AM and PM Peak of adjacent street traffic per 1000 Sq Ft based on the 11th Edition of the ITE Trip Generation Manual due to the limited number of daily studies. The total number of studies (TS) conducted for the AM and PM Peaks are used to calculate a Weighted Trip Study (TSw). The Daily Trips (DT) generation is based on the average of the AM Peak divided by the AM Peak factor and the PM Peak divided by the PM Peak factor. AM and PM Peak factors based on the 11th Edition ITE Trip Generation Manual Vehicle Time of Day Distribution for Vehicles. The Weighted Trip Generation Weight (TGw) is calculated based on Daily Trips multiplied by Weighted Trip Study. The total trips per drive-thru is the sum of the Weighted Trip Generation (WTG). Fast Food with Drive-Thru Example: DT = ((43.00 / .035) + (59.50 / 0.067)) = 1058.32; TSw = (7 / 180) = 0.04; TGw = (1058.32 x 0.04) = 41.16. Drive-Thru Trip Generation is the sum of (41.16 + 57.62 + 161.49) = 260.27. A trip generation per drive-thru was then calculated for pharmacies based on AM and PM peak hour trip generation for a pharmacy with and with-out a drive-thru. The difference in daily trip generation between a pharmacy with and with-out a drive-thru was then calculated. The difference was then calculated for a typically size pharmacy of 13,000 sq. feet. The average of the two drive-thru analysis was then calculated for an average weighted daily trip generation of 269.08 for a drive-thru. The land uses tend to be higher trip generators. A trip generation rate was then calculated assuming 12 vehicles and hour using a drive-thru (5 minutes per vehicle). This average value was then converted to a daily trip generation rate based on the weighted average PM Peak Hour factor for all land uses (0.0958). The new trip generation result is a daily trip generation of 125.26 per drive-thru. This analysis was done to illustrate that the calculated rates did not exceed those of higher trip generating land uses. ***Average values in the last row are shown in italics for informational purposes only.***

APPENDIX N

Person Travel Demand per Use (PTDu)

APPENDIX N: PERSON TRAVEL DEMAND PER LAND USE (PTDu)									
USE CATEGORIES, USE CLASSIFICATIONS & REPRESENTATIVE USES	UNIT OF MEASURE (UOM)	TRIP GENERATION (TG)	% NEW TRIPS (NT)	VEHICLE TRIP LENGTH (VTL)	LIMITED ACCESS EVALUATION FACTOR (LAEf)	ORIGIN DESTINATION FACTOR (ODf)	VEHICLE MILES OF TRAVEL (VMT)	PERSON MILES OF TRAVEL FACTOR (PMTf)	PERSON TRAVEL DEMAND (PTDu)
Residential Uses									
Single-Family Residential Dwelling (Detached, Duplex, Accessory Dwelling, Townhome, Townhouse, Tiny Home)	per 1,000 Sq. Ft.	4.10	1.00	3.86	0.56	0.50	4.43	1.61	7.13
Multi-Family Residential Dwelling (Apartment, Condo, 3 or more Attached Dwellings, Dormitory)	per 1,000 Sq. Ft.	4.84	1.00	3.86	0.56	0.50	5.23	1.61	8.42
Mobile Residence (Mobile Home (MH), Recreational Vehicle (RV), MH and / or RV Park)	per space / lot	4.47	1.00	3.86	0.56	0.50	4.83	1.61	7.78
Institutional Uses									
Community Serving (Civic / Fraternal Club, Gallery, Museum, Performance Venues, Place of Assembly or Worship)	per 1,000 Sq. Ft.	5.52	0.80	5.29	0.56	0.50	6.54	1.44	9.42
Group Home (Assisted Living, Care or Recovery Homes, Congregate Living Facility, Nursing Home)	per 1,000 Sq. Ft.	6.68	0.80	3.86	0.56	0.50	5.78	1.61	9.30
Private Education (Afterschool, Family Day Care, K-12, Pre-K, Trade School, Tutor)	per 1,000 Sq. Ft.	9.82	1.00	4.64	0.56	0.50	12.76	1.58	20.16
Commercial Recreational Uses									
Marina (wet berths, dry slips, ancillary repair, yacht club)	per Berth	2.41	1.00	4.16	0.56	0.50	2.81	2.87	8.06
Entertainment, Outdoor (Amusement, Golf, Multi-Purpose, Recreation, Sports, Tennis)	per Acre	27.43	0.80	4.16	0.56	0.50	25.56	2.87	73.36
Entertainment, Indoor (Amusement Arcade, Exercise Studio, Fitness, Gym, Health, Indoor Sports, Recreation)	per 1,000 Sq. Ft.	24.86	0.50	4.16	0.56	0.50	14.48	2.87	41.55
Industrial Uses									
Industrial (Assembly, Brewery, Development and Testing, Distribution and Processing, Microbrewing, Trades, Utilities)	per 1,000 Sq. Ft.	5.80	0.80	4.77	0.56	0.50	6.20	1.21	7.50
Commercial Storage (Boat / Vehicle, Junk /Salvage Yard, Recycling / Waste Management, Open, Self-Service, Warehouse)	per 1,000 Sq. Ft.	2.34	1.00	3.68	0.56	0.50	2.41	1.24	2.99
Office Uses									
Office (Administrative, Business, Hospital, Post Secondary Education, Professional, Real Estate)	per 1,000 Sq. Ft.	11.58	0.80	4.77	0.56	0.50	12.37	1.21	14.97
Medical or Dental Office (Clinic, Dental, Health Service, Laboratory, Professional Care, Emergency Care, Rehab, Veterinary)	per 1,000 Sq. Ft.	32.84	0.70	4.67	0.56	0.50	30.06	1.25	37.57
Retail Uses									
Retail (Auto / Boat Rental or Sales, New or Used Merchandise, Personal or Pet Care, Sales, Services, Stores)	per 1,000 Sq. Ft.	42.00	0.40	3.37	0.56	0.50	15.85	1.27	20.13
High Impact Retail (Alcoholic Beverages, Banks, Grocery Store, Pharmacy & Drug Store, Sit-Down Restaurant)	per 1,000 Sq. Ft.	106.33	0.30	3.48	0.56	0.50	31.08	1.41	43.83
Convenience Retail (Convenience Store, Fast Food Restaurant, Gasoline Station)	per 1,000 Sq. Ft.	342.66	0.20	3.73	0.56	0.50	71.57	1.47	105.21
Non-Residential Uses Per Unit of Measure									
Auto / Boat / Car Wash (Automated, Cleaning, Dry, Detailing, Polishing, Self-Serve, Vacuum, Wash, Wax)	per Lane or Stall plus per five (5) Stations	321.08	0.10	3.68	0.56	0.50	33.08	1.24	41.02
Auto Charging or Fueling (Commercial Facility which requires Membership or Payment)	per Charging or Fueling Position	279.39	0.10	3.68	0.56	0.50	28.79	1.24	35.70
Auto or Boat Repair / Service (Brakes, Install, Maintenance, Major, Minor, Quick Lube, Repair, Tint, Tires)	per Bay or Stall	34.15	0.50	3.68	0.56	0.50	17.59	1.24	21.82
Bank or Financial Drive-Thru Lane or Free-Standing ATM	per Lane / ATM	137.06	0.30	3.68	0.56	0.50	42.37	1.24	52.54
Fast Food or Quick Service Restaurant Drive Thru	per Lane	507.99	0.10	3.78	0.56	0.50	53.77	1.76	94.63
Overnight Lodging (B&B, Condo Hotel, Hotel, Motel, Short-term Rental, Transient)	per Room	6.67	0.90	3.86	0.56	0.50	6.49	1.61	10.45
Retail Drive-Thru (Dry Cleaner, Dollar Store, Grocery Store, Pharmacy & Drug Store, Retail)	per Lane	125.26	0.30	3.48	0.56	0.50	36.62	1.27	46.50

APPENDIX O

2022 National Household Travel Survey Data: Trip Purpose

APPENDIX O: NATIONAL HOUSEHOLD TRAVEL SURVEY (NHTS) TRIP PURPOSE									
TRIP PURPOSE	PERSON TRIPS (PT)	PERSON TRIP FACTOR (PTf)	PERSON MILES OF TRAVEL (PMT)	PERSON MILES OF TRAVEL FACTOR (PMTf)	PERSON TRIP LENGTH (PTL)	VEHICLE TRIPS (VT)	VEHICLE MILES OF TRAVEL (VMT)	VEHICLE TRIP LENGTH (VTL)	VEHICLE OCCUPANCY (VO)
HOME	4,077,137,371	1.76	14,428,511,809	1.61	3.54	2,318,432,298	8,951,468,620	3.86	1.23
WORK	829,551,714	1.24	3,859,401,570	1.21	4.65	669,398,667	3,191,471,272	4.77	1.11
PERSONAL ERRANDS	1,018,647,973	1.45	3,218,551,536	1.24	3.16	703,125,550	2,590,454,329	3.68	1.57
COMMUNITY SERVING	252,365,235	2.34	820,564,285	1.44	3.25	107,818,479	570,008,450	5.29	1.57
BUY MEALS	958,185,039	1.72	3,710,458,427	1.76	3.87	558,210,377	2,110,268,492	3.78	1.69
BUY GOODS / ERRANDS	2,409,133,717	1.53	6,725,711,638	1.27	2.79	1,571,530,157	5,295,220,608	3.37	1.46
BUY GOODS / MEALS / ERRANDS	3,367,318,756	1.58	10,436,170,065	1.41	3.10	2,129,740,534	7,405,489,100	3.48	1.54
BUY MEALS / ERRANDS	1,976,833,012	1.57	6,929,009,963	1.47	3.51	1,261,335,927	4,700,722,820	3.73	1.63
EXERCISE / RECREATION / ENTERTAINMENT	1,113,681,408	4.12	3,226,235,756	2.87	2.90	270,338,373	1,124,323,313	4.16	2.13
HOME / FAMILY CARE	4,079,877,727	1.76	14,431,432,698	1.61	3.54	2,319,878,177	8,953,214,516	3.86	1.62
SCHOOL / COMMUNITY SERVICE / FAMILY CARE	913,659,810	1.93	3,473,235,486	1.58	3.80	473,267,051	2,197,012,109	4.64	1.86
MEDICAL / DENTAL / WORK	981,842,482	1.27	4,522,037,671	1.25	4.61	773,565,109	3,616,335,988	4.67	1.31

Source: 2022 National Household Travel Survey (NHTS). Summary of Trip Purpose for South Atlantic MSA/CMSA with more than 1 million population and heavy rail. Average of trips based on trip lengths of 10 Miles or Less.

APPENDIX P

Palm Beach County: Household Travel

APPENDIX P: PALM BEACH COUNTY HOUSEHOLD TRAVEL BY DISTANCE (2019 TO 2024)

Date	Population Staying at Home	Population Not Staying at Home	Number of Trips	Number of Trips <1 Mile	Number of Trips 1-3 Miles	Number of Trips 3-5 Miles	Number of Trips 5-10 Miles	Number of Trips 10-25 Miles	Number of Trips Less than 3 Miles	Number of Trips Less than 5 Miles	Number of Trips Less than 10 Miles	Number of Trips Greater Than 25 Miles
2019	246,603	1,250,167	1,976,653,026	508,039,303	470,246,877	249,542,718	330,281,448	299,091,085	978,286,180	1,227,828,898	1,558,110,346	119,451,595
2020	354,155	1,142,615	1,632,223,205	447,783,662	417,138,910	206,849,557	248,266,992	209,015,689	864,922,572	1,071,772,129	1,320,039,121	103,168,395
2021	310,656	1,186,114	1,846,273,174	567,784,350	438,366,484	228,390,267	279,238,689	230,400,379	1,006,150,834	1,234,541,101	1,513,779,790	102,093,005
2022	300,016	1,196,754	1,926,996,168	566,356,409	435,443,043	245,758,922	309,206,851	254,808,118	1,001,799,452	1,247,558,374	1,556,765,225	115,422,825
2023	310,371	1,186,399	2,139,761,412	633,389,237	495,290,101	266,919,241	336,085,680	285,552,745	1,128,679,338	1,395,598,579	1,731,684,259	122,524,408
2024	297,979	1,198,791	341,330,555	104,792,245	76,970,176	41,058,056	52,414,142	46,679,986	181,762,421	222,820,477	275,234,619	19,415,950
Total			9,863,237,540	2,828,145,206	2,333,455,591	1,238,518,761	1,555,493,802	1,325,548,002	5,161,600,797	6,400,119,558	7,955,613,360	582,076,178
Percentage			100.00%	28.67%	23.66%	12.56%	15.77%	13.44%	52.33%	64.89%	80.66%	5.90%
Average			1,904,381,397	544,670,592	451,297,083	239,492,141	300,615,932	255,773,603	995,967,675	1,235,459,816	1,536,075,748	112,532,046
Percentage			100.00%	28.60%	23.70%	12.58%	15.79%	13.43%	52.30%	64.87%	80.66%	5.91%

Note: The total trips by distance, the percentage of total trips, the total trips and percentage less than 5 miles, less than 10 miles and more than twenty five miles was prepared by NUE Urban Concepts, LLC as of April 2024. The data for the years 2019 thru 2023 are total household trips for the entire year.

Source: U.S. Department of Transportation (DOT) Bureau of Transportation Statistics (BTS). Trips by Distance –Palm Beach County, FL (Federal Information Processing Standard (FIPS) Code 12099): The Trips by Distance data and number of people staying home and not staying home are estimated for the Bureau of Transportation Statistics by the Maryland Transportation Institute and Center for Advanced Transportation Technology Laboratory at the University of Maryland. The travel statistics are produced from an anonymized national panel of mobile device data from multiple sources. All data sources used in the creation of the metrics contain no personal information. Data analysis is conducted at the aggregate national, state, and county levels. Trips are defined as movements that include a stay of longer than 10 minutes at an anonymized location away from home. Home locations are imputed on a weekly basis. A movement with multiple stays of longer than 10 minutes before returning home is counted as multiple trips. Trips capture travel by all modes of transportation. including driving, rail, transit, and air. Website: https://data.bts.gov/Research-and-Statistics/Trips-by-Distance-County/p3sz-y9us/about_data

APPENDIX Q

Interstate 95 Ramp Volumes

APPENDIX Q: INTERSTATE 95 RAMP VOLUME							
INTERSTATE	FROM	TO	RAMP MOVEMENT		LENGTH	RAMP VOLUME	LINK VOLUME
			NB ON	SB OFF			
			16,500	16,500			
I-95	Lantana	Hypoluxo			1.04	33,000	34,320
			NB OFF	SB ON			
			12,500	13,000			
I-95	Hypoluxo	Gateway			1.52	50,000	76,000
			NB ON	SB OFF			
			11,000	13,500			
			NB OFF	SB ON			
			15,500	14,500			
I-95	Gateway	Boynton			1.51	65,250	98,528
			NB ON	SB OFF			
			15,750	19,500			
			NB OFF	SB ON			
			13,500	12,500			
I-95	Boynton	Woolbright			0.99	69,500	68,805
			NB ON	SB OFF			
			21,500	22,000			
					3.84	26,500	101,760
			NB OFF	SB ON			
I-95	Woolbright	Atlantic Ave	13,000	13,500			

Source: FDOT 2023 OnLine AADT. 2023 Total = 379,412; 2024 AADT = 387,380 (0.21 annual growth rate);
2024 I-95 VMT = 1,937,230 from Traffic Characteristics Report (Appendix D) 387,380 / 1,937,230 = 20% (Rounded)

APPENDIX R

Mobility Fee Schedule

APPENDIX R: BOYNTON BEACH MOBILITY FEE SCHEDULE				
USE CATEGORIES, USE CLASSIFICATIONS & REPRESENTATIVE USES	UNIT OF MEASURE (UOM)	MOBILITY FEE RATE PER USE (MFu)	UNIT OF MEASURE (UOM)	MOBILITY FEE RATE PER USE (MFu)
Residential Uses				
Single-Family Residential Dwelling (Detached, Duplex, Accessory Dwelling, Townhome, Townhouse, Tiny Home) [1]	per 1,000 Sq. Ft.	$2,806	per Sq. Ft.	$2.81
Multi-Family Residential Dwelling (Apartment, Condo, 3 or more Attached Dwellings, Dormitory) [2]	per 1,000 Sq. Ft.	$3,312	per Sq. Ft.	$3.31
Mobile Residence (Mobile Home (MH), Recreational Vehicle (RV), MH and / or RV Park) [3]	per space / lot	$3,059	per space / lot	$3,059
Institutional Uses				
Community Serving (Civic / Fraternal Club, Gallery, Museum, Performance Venues, Place of Assembly or Worship)	per 1,000 Sq. Ft.	$3,704	per Sq. Ft.	$3.70
Group Home (Assisted Living, Care or Recovery Homes, Congregate Living Facility, Nursing Home)	per 1,000 Sq. Ft.	$3,657	per Sq. Ft.	$3.66
Private Education (Afterschool, Family Day Care, K-12, Pre-K, Trade School, Tutor)	per 1,000 Sq. Ft.	$7,928	per Sq. Ft.	$7.93
Commercial Recreational Uses [4]				
Marina (wet berths, dry slips, ancillary repair, yacht club)	per Berth	$3,168	per Berth	$3,168
Entertainment, Outdoor (Amusement, Golf, Multi-Purpose, Recreation, Sports, Tennis)	per Acre	$28,850	per Acre	$28,850
Entertainment, Indoor (Amusement Arcade, Exercise Studio, Fitness, Gym, Health, Indoor Sports, Recreation)	per 1,000 Sq. Ft.	$16,342	per Sq. Ft.	$16.34
Industrial Uses				
Industrial (Assembly, Brewery, Development and Testing, Distribution and Processing, Microbrewing, Trades, Utilities)	per 1,000 Sq. Ft.	$2,949	per Sq. Ft.	$2.95
Commercial Storage (Boat / Vehicle, Junk /Salvage Yard, Recycling / Waste Management, Open, Self-Service, Warehouse) [5]	per 1,000 Sq. Ft.	$1,176	per Sq. Ft.	$1.18
Office Uses				
Office (Administrative, Business, Hospital, Post Secondary Education, Professional, Real Estate)	per 1,000 Sq. Ft.	$5,888	per Sq. Ft.	$5.89
Medical or Dental Office (Clinic, Dental, Health Service, Laboratory, Professional Care, Emergency Care, Rehab, Veterinary)	per 1,000 Sq. Ft.	$14,777	per Sq. Ft.	$14.78
Retail Uses				
Retail (Auto / Boat Rental or Sales, New or Used Merchandise, Personal or Pet Care, Sales, Services, Stores) [6]	per 1,000 Sq. Ft.	$7,918	per Sq. Ft.	$7.92
High Impact Retail (Alcoholic Beverages, Banks, Grocery Store, Pharmacy & Drug Store, Sit-Down Restaurant) [7]	per 1,000 Sq. Ft.	$17,236	per Sq. Ft.	$17.24
Convenience Retail (Convenience Store, Fast Food Restaurant, Gasoline Station) [7]	per 1,000 Sq. Ft.	$41,379	per Sq. Ft.	$41.38

APPENDIX R: BOYNTON BEACH MOBILITY FEE SCHEDULE				
USE CATEGORIES, USE CLASSIFICATIONS & REPRESENTATIVE USES	UNIT OF MEASURE (UOM)	MOBILITY FEE RATE PER USE (MFu)	UNIT OF MEASURE (UOM)	MOBILITY FEE RATE PER USE (MFu)
Non-Residential Uses Per Unit of Measure [8]				
Auto / Boat / Car Wash (Automated, Cleaning, Dry, Detailing, Polishing, Self-Serve, Vacuum, Wash, Wax) [9]	per Lane or Stall plus per five (5) Stations	$16,134	per Lane or Stall plus per five (5) Stations	$16,134
Auto Charging or Fueling (Commercial Facility which requires Membership or Payment) [10]	per Charging or Fueling Position	$14,039	per Charging or Fueling Position	$14,039
Auto or Boat Repair / Service (Brakes, Install, Maintenance, Major, Minor, Quick Lube, Repair, Tint, Tires) [11]	per Bay or Stall	$8,580	per Bay or Stall	$8,580
Bank or Financial Drive-Thru Lane or Free-Standing ATM [12]	per Lane / ATM	$20,661	per Lane / ATM	$20,661
Fast Food or Quick Service Restaurant Drive Thru [13]	per Lane	$37,215	per Lane	$37,215
Overnight Lodging (B&B, Condo Hotel, Hotel, Motel, Short-term Rental, Transient) [3]	per Room	$4,108	per Room	$4,108
Retail Drive-Thru (Dry Cleaner, Dollar Store, Grocery Store, Pharmacy & Drug Store, Retail) [14]	per Lane	$18,288	per Lane	$18,288

BOYNTON BEACH MOBILITY FEE SCHEDULE FOOTNOTES

[1] Single-Family Residential Square Feet is the sum of the area (in square feet) of each dwelling unit measured from the exterior surface of the exterior walls.

[2] Multi-Family Residential Square Feet is the sum of the area (in square feet) of each building measured from the exterior surface of the exterior walls. This includes common areas, lobbies, leasing offices, and residential amenities not accessible to the public. Retail or office square footage leased to a third-party would pay the applicable mobility fee rate. Square footage does not include parking garages or structures.

[3] Any retail, office, or non-residential square footage that is leased to a third-party use to provides drinks, food, goods, or services to the public shall be required to pay the applicable mobility fee per the individual uses identified in the mobility fee schedule.

[4] For Commercial Recreational Uses that feature both indoor facilities and outdoor recreation, the indoor shall be based on the indoor mobility fee rate, the outdoor shall be made on the outdoor rate, any other uses shall pay the applicable mobility fee for the land use.

[5] Acreage for any unenclosed material and vehicle storage, including but not limited to boats, commercial vehicles, recreational vehicles (RV), and trailers, sales and display shall be converted to square footage. See Commercial Storage definition for further detail.

[6] Retail includes all uses that do not fall under High Impact or Convenience Retail and generate less than 75 daily trips per 1,000 sq. ft. per the latest ITE Generation Manual or alternative study.

[7] High Impact Retail includes banks, pharmacies, sit down restaurants (non fast food), grocery stores, supermarkets, beer, liquor, package, wine and spirits stores, bars, nightclubs, lounges. These uses generate between 75 and 250 daily trips per 1,000 sq. ft. per the latest ITE Generation Manual or alternative study. Convenience Retail includes convenience stores, gas stations, service stations, coffee, donut, sandwich, food and beverage that would be considered fast food or quick service restaurants. These uses generate between more than 250 daily trips per 1,000 sq. ft. per the latest ITE Generation Manual or alternative study.

[8] Non-residential uses are assessed applicable mobility fees per unit of measure in addition to the mobility fee assessed with the square footage of the building.

[9] Auto / Boat / Car Wash shall mean any car wash, wax, or detail where a third party or automatic system performs the cleaning service. Mobility Fee are assessed per bay or stall, plus per five (5) finishing stations. See definition for further detail. The applicable mobility fee rate would also be assessed for any additional building square footage under retail uses.

[10] Auto Charging or Fueling per position apply to a convenience store, gas station, general store, grocery store, supermarket, superstore, variety store, wholesale club or service stations with charging stations or fuel pumps. In addition, there shall be a separate mobility fee for the square footage of any retail building per the applicable mobility fee rate under retail uses. The number of charging or fueling positions is based on the maximum number of vehicles that could be charged or fueled at one time. Non-commercial vehicle charging stations associated with residential or non-residential uses that are required by the City or are provided by the owner as an amenity and not a commercial purpose shall not be assessed a mobility fee.

[11] Auto or Boat Repair / Service includes maintenance, repair, and servicing of motor vehicles. Mobility Fee are assessed per bay or stall, plus a retail rate associated with any additional building sq. ft. under retail uses for waiting areas, parts, and sales.

[12] Banks shall pay the High Impact Retail rate for the square footage of the building under the retail use category. Drive-thru lanes, Free Standing ATM's and Drive-thru lanes with ATM's are assessed a separate fee per lane or per ATM and are added to any mobility fee associated with a bank building. The free-standing ATM is for an ATM only and not an ATM within or part of another non-financial building, such as an ATM within a grocery store.

[13] Any drive-thru associated with a fast food restaurant will be an additive fee in addition to the applicable Convenience Retail mobility fee per square foot of the building. The number of drive-thru lanes will be based on the number of lanes present when an individual places an order or picks up an order, whichever is greater.

[14] Any drive-thru associated with a Retail or High Impact retail use will be assessed an additive mobility fee in addition to the applicable retail use mobility fee rate per square foot of the building. The number of drive-thru lanes shall be based on the total number of lanes available for either pick-up, drop-off, or placement of an order for goods or services.

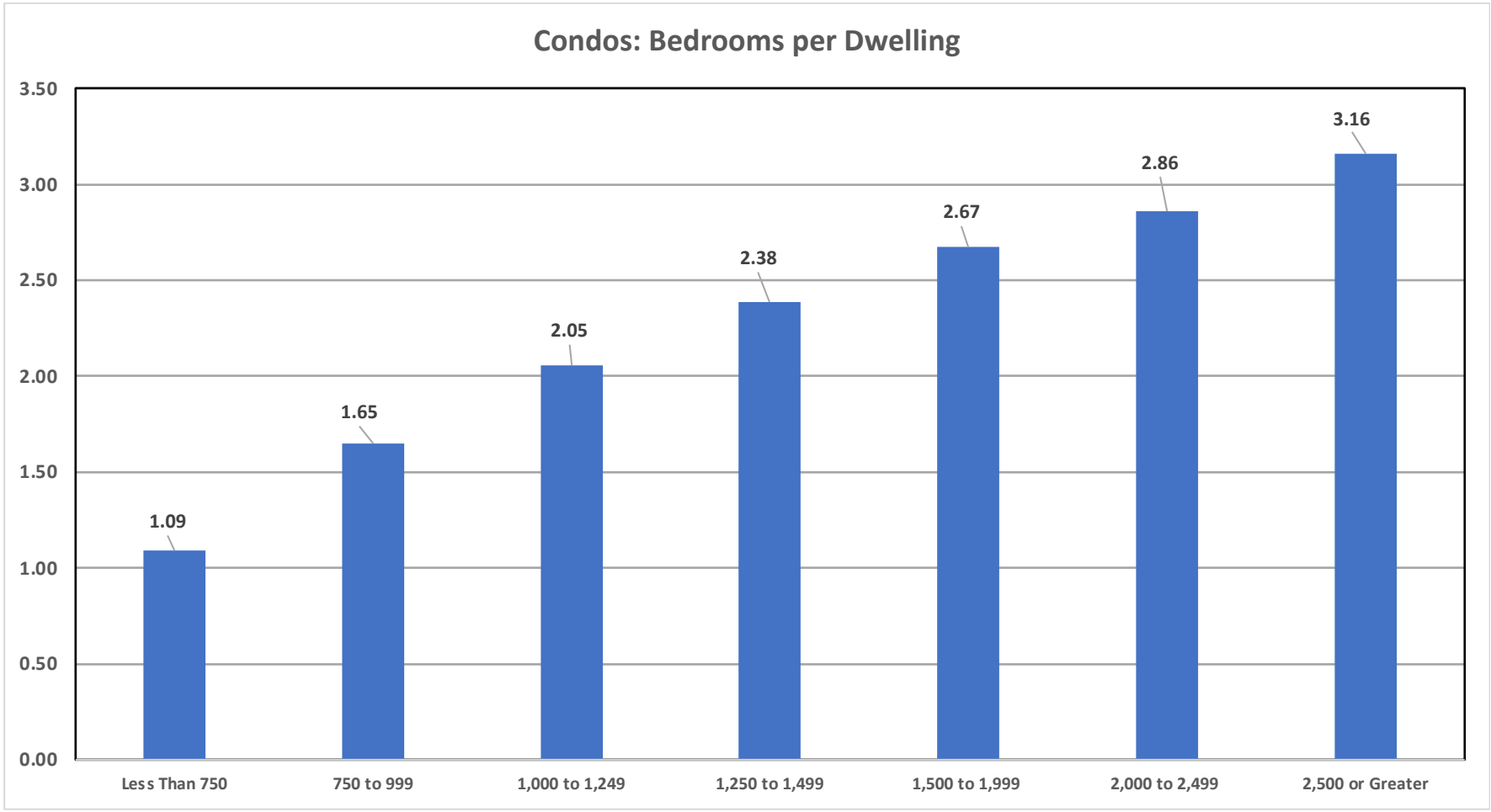
APPENDIX S

Residential Square Footage & Bedrooms

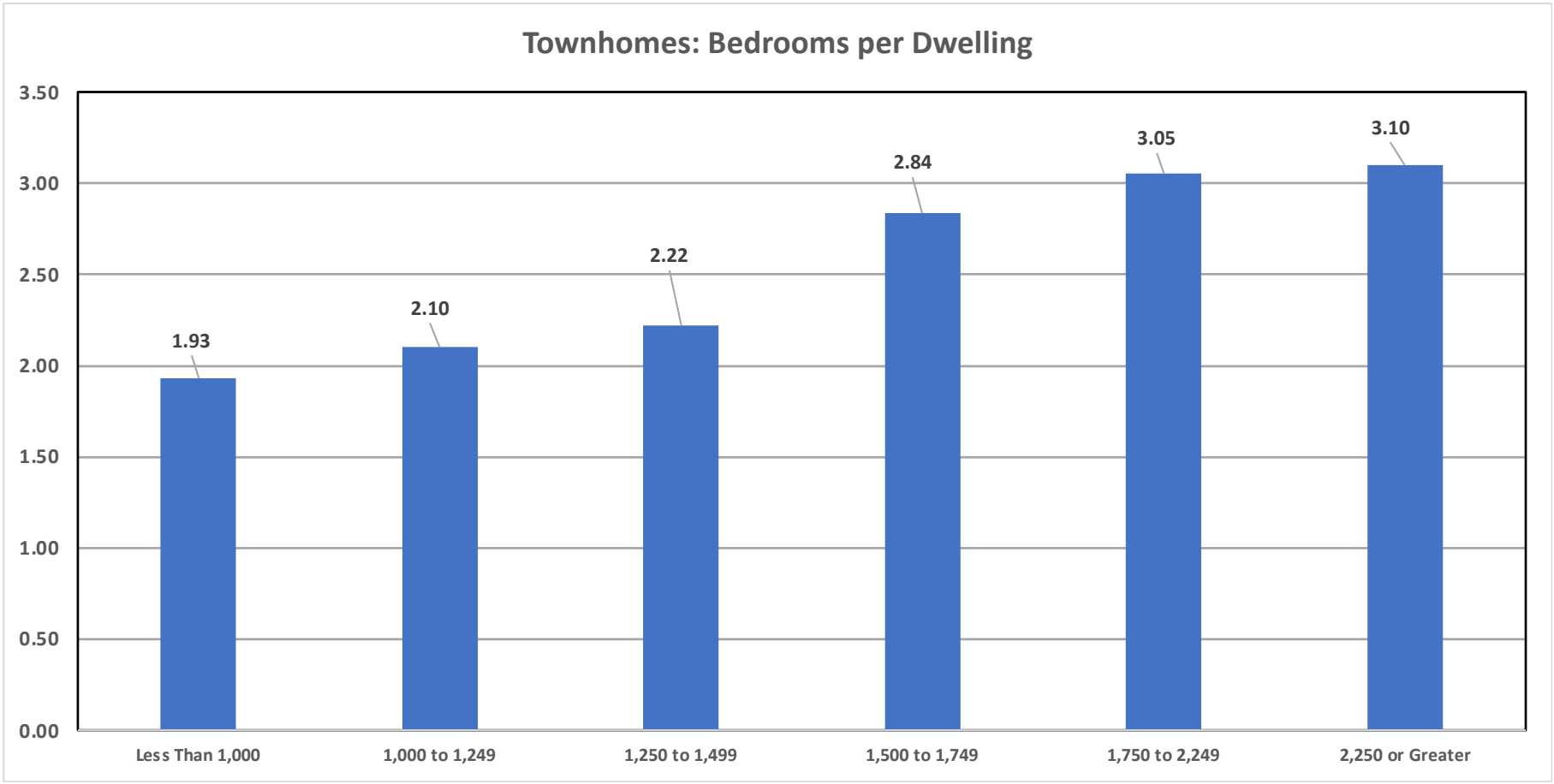
CITY OF BOYNTON BEACH: SINGLE-FAMILY DETACHED			
HABITABLE SQUARE FOOTAGE TIERS	NUMBER OF DWELLINGS	NUMBER OF BEDROOMS	BEDROOMS PER DWELLING
Less Than 750	193	378	1.96
750 to 999	1,094	2,543	2.32
1,000 to 1,249	2,546	6,559	2.58
1,250 to 1,499	4,115	10,943	2.66
1,500 to 1,999	3,749	11,203	2.99
2,000 to 2,499	1,249	4,378	3.51
2,500 to 3,499	677	2,718	4.01
3,500 or Greater	99	412	4.16
Total	13,722	39,134	2.85
Source: Palm Beach County Property Appraiser, 2024.			


Single-Family Detached: Bedrooms per Dwelling
4.50
4.00
3.50
3.00
2.50
2.00
1.50
1.00
0.50
0.00
1.96
2.32
2.58
2.66
2.99
3.51
4.01
4.16
Less Than 750
750 to 999
1,000 to 1,249
1,250 to 1,499
1,500 to 1,999
2,000 to 2,499
2,500 to 3,499
3,500 or Greater

CITY OF BOYNTON BEACH: CONDOS			
HABITABLE SQUARE FOOTAGE TIERS	NUMBER OF DWELLINGS	NUMBER OF BEDROOMS	BEDROOMS PER DWELLING
Less Than 750	1,917	2,090	1.09
750 to 999	4,528	7,457	1.65
1,000 to 1,249	2,744	5,636	2.05
1,250 to 1,499	973	2,320	2.38
1,500 to 1,999	1,035	2,767	2.67
2,000 to 2,499	524	1,499	2.86
2,500 or Greater	133	420	3.16
Total	11,854	22,189	1.87
Source: Palm Beach County Property Appraiser, 2024.			


Condos: Bedrooms per Dwelling
3.50
3.00
2.50
2.00
1.50
1.00
0.50
0.00
1.09
1.65
2.05
2.38
2.67
2.86
3.16
Less Than 750
750 to 999
1,000 to 1,249
1,250 to 1,499
1,500 to 1,999
2,000 to 2,499
2,500 or Greater

CITY OF BOYNTON BEACH: TOWNHOMES			
HABITABLE SQUARE FOOTAGE TIERS	NUMBER OF DWELLINGS	NUMBER OF BEDROOMS	BEDROOMS PER DWELLING
Less Than 1,000	30	58	1.93
1,000 to 1,249	670	1,410	2.10
1,250 to 1,499	1,283	2,849	2.22
1,500 to 1,749	1,210	3,435	2.84
1,750 to 2,249	826	2,521	3.05
2,250 or Greater	167	518	3.10
Total	4,186	10,791	2.58
Source: Palm Beach County Property Appraiser, 2024.			


Townhomes: Bedrooms per Dwelling
3.50
3.00
2.50
2.00
1.50
1.00
0.50
0.00
1.93
2.10
2.22
2.84
3.05
3.10
Less Than 1,000
1,000 to 1,249
1,250 to 1,499
1,500 to 1,749
1,750 to 2,249
2,250 or Greater

APPENDIX T

Bedrooms & Household Vehicles

APPENDIX T: BOYNTON BEACH VEHICLE AVAILABILITY & BEDROOMS BY TENURE					
VEHICLE AVAILABILITY BY HOUSEHOLD			**NUMBER OF BEDROOMS BY HOUSEHOLD**		
Owner occupied:	**23,690**	**Number of Bedrooms**	**Owner occupied:**	**23,690**	**Vehicles Available**
No vehicle available	748	0	No bedroom	265	0
1 vehicle available	12,437	1 & 2	1 bedroom	1,209	0 & 1
2 vehicles available	7,971	3	2 bedrooms	11,001	1
3 vehicles available	1,737	4	3 bedrooms	8,434	2
4 vehicles available	510	4	4 bedrooms	2,608	3 & 4
5 or more vehicles available	287	5 or More	5 or more bedrooms	173	5 or More
Renter occupied:	**11,608**	**Number of Bedrooms**	**Renter occupied:**	**11,608**	**Vehicles Available**
No vehicle available	1,064	0	No bedroom	636	0
1 vehicle available	6,587	1 & 2	1 bedroom	3,339	1
2 vehicles available	2,559	3	2 bedrooms	4,701	1 & 2
3 vehicles available	683	3 & 4	3 bedrooms	2,298	2 & 3
4 vehicles available	290	4	4 bedrooms	209	4
5 or more vehicles available	425	5	5 or more bedrooms	425	5

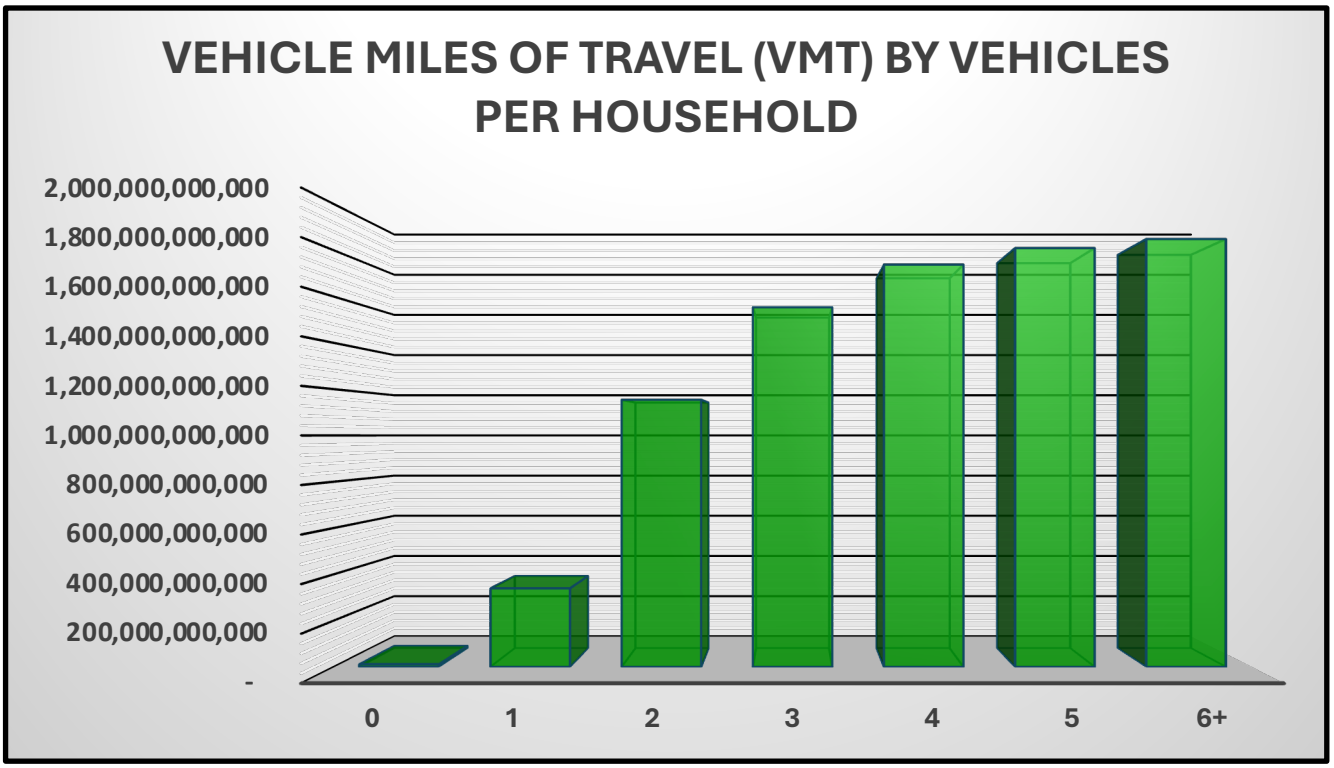
American Community Survey (2022) U.S. Census Bureau. Tenure by Vehicles Available (Table ID B25044; Dataset ACSDT1Y2022) Tenure by Bedrooms (Table ID: B25042, Dataset ACSDT1Y2022)

APPENDIX U

2022 National Household Travel Survey: Household Vehicles

APPENDIX W: VEHICLE TRAVEL BY VEHICLES PER HOUSEHOLD				
VEHICLES PER HOUSEHOLD	VEHICLE MILES OF TRAVEL (VMT)	NUMBER OF VEHICLES	VEHICLE MILES OF TRAVEL (VMT) BY VEHICLE	VEHICLE TRIPS
0	11,372,173,826	10,712,489	1,062	1,218,005,495
1	339,528,289,749	52,983,526	6,408	37,848,465,640
2	1,153,966,493,312	101,330,783	11,388	107,495,730,889
3	1,553,440,953,418	118,190,063	13,144	139,181,106,950
4	1,737,878,563,271	124,442,056	13,965	154,665,877,904
5	1,809,057,731,375	126,252,817	14,329	158,697,931,515
6+	1,848,031,458,832	127,544,707	14,489	160,953,195,395

Source: 2022 National Household Travel Survey (NHTS)



APPENDIX V

Downtown Development Inventory
(Recently Built & Under Review)

APPENDIX V: Downtown Development Inventory (Recently Built & Under Review)									
Approved Site Plans	**Condo**	**Studio**	**JR 1BR, 1 BR & 1BR+Den**	**2 BR**	**3 BR**	**Live Work**	**Loft 1 bed**	**Loft 2 bed**	**Total Units**
Broadstone Boynton Beach: 566 parking spaces		**29**	**120**	**103**	**22**				**274**
Ocean One: 633 parking spaces		**42**	**238**	**91**					**371**
The Pierce: 587 parking spaces			**201**	**85**	**14**				**300**
Town Square North: 1,052 parking spaces		**35**	**164**	**177**	**57**				**433**
Town Square South: 1,024 parking spaces		**43**	**187**	**191**	**44**				**465**
Villages at East Ocean North: 672 parking spaces			**119**	**202**	**10**	**2**	**3**		**336**
Villages at East Ocean South: 87 parking spaces		**9**	**2**	**8**	**5**	**4**	**3**	**4**	**35**
Total		**158**	**1,031**	**857**	**152**	**6**	**6**	**4**	**2,214**
Built Projects	**Condo**	**Studio**	**JR 1BR, 1 BR & 1BR+Den**	**2 BR**	**3 BR**	**Live Work**	**Loft 1 bed**	**Loft 2 bed**	**Total Units**
Casa Costa: 750 parking spaces	**16**		**82**	**170**	**50**				**318**
Marina Village: 777 parking spaces			**80**	**183**	**86**				**349**
500 Ocean – 717 parking spaces			**156**	**162**	**23**				**341**
Total	**16**		**318**	**515**	**159**				**1,008**
Source: Data obtained from Site Plans provided by City. Final parking required or provided may differ from final approved plans or developed parking.									

APPENDIX W

Downtown Development Parking Inventory (Recently Built & Under Review)

APPENDIX W: Downtown Development Parking Inventory (Recently Built & Under Review)					
Approved Site Plans	**SUMMARY SITE PARKING DATA**				
Broadstone Boynton Beach: 566 parking spaces	**Parking Space Required**	**Standard**	**Non Standard**	**HCP***	**Total**
Data obtained from Site Plans provided by City. Final parking required or provided may differ from final approved plans or developed parking.	Residental	440		9	449
	Non-Residental	61		2	63
	City leased				
	Off site	19		1	20
	Total Parking Space Required				**532**
	Parking Space Provided	**Standard**	**Non Standard**	**HCP***	**Total**
Non-standard spaces include 20 for electric vehicle (EV) charging. 2 of the Handicap spaces are also EV charging. Off-site spaces are on-street parking.	Residental	524	20	13	557
	Non-Residental				
	City leased				
	Off site		9		9
* HCP = ADA Required Handicap Parking	**Total Parking Space Provided**				**566**
Ocean One: 633 parking spaces	**Parking Space Required**	**Standard**	**Non Standard**	**HCP***	**Total**
Data obtained from Site Plans provided by City. Final parking required or provided may differ from final approved plans or developed parking.	Residental	579			579
	Non-Residental	128			128
	City leased				
	Off site				
	Total Parking Space Required				**707**
	Parking Space Provided	**Standard**	**Non Standard**	**HCP***	**Total**
Break down of type of parking spaces to be provided not included on the site plan.	Residental				
	Non-Residental				
	City leased				
	Off site				
* HCP = ADA Required Handicap Parking	**Total Parking Space Provided**				**633**

APPENDIX W: Downtown Development Parking Inventory (Recently Built & Under Review)					
The Pierce: 587 parking spaces	**Parking Space Required**	**Standard**	**Non Standard**	**HCP***	**Total**
Data obtained from Site Plans provided by City. Final parking required or provided may differ from final approved plans or developed parking.	Residental	551		10	561
	Non-Residental	77		9	86
	City leased				
	Off site				
	Total Parking Space Required				**647**
	Parking Space Provided	**Standard**	**Non Standard**	**HCP***	
Non-standard spaces include 9 for motorcycles. Off-site spaces are on-street parking.	Residental	551	9	14	**574**
	Non-Residental				
	City leased				
	Off site		13		13
* HCP = ADA Required Handicap Parking	**Total Parking Space Provided**				**587**
Town Square North: 1,052 parking spaces	**Parking Space Required**	**Standard**	**Non Standard**	**HCP***	**Total**
Data obtained from Site Plans provided by City. Final parking required or provided may differ from final approved plans or developed parking.	Residental				718
	Non-Residental				85
	City leased				249
	Off site				
	Total Parking Space Required				**1052**
	Parking Space Provided	**Standard**	**Non Standard**	**HCP***	**Total**
Non-standard spaces include 120 compact spaces, 26 for EV charging, and 30 for motorcycles. Off-site spaces are on-street parking.	Residental	871	158	20	**1049**
	Non-Residental				
	City leased				
	Off site		3		3
* HCP = ADA Required Handicap Parking	**Total Parking Space Provided**				**1052**

APPENDIX W: Downtown Development Parking Inventory (Recently Built & Under Review)					
Town Square South: 1,024 parking spaces	**Parking Space Required**	**Standard**	**Non Standard**	**HCP***	**Total**
Data obtained from Site Plans provided by City. Final parking required or provided may differ from final approved plans or developed parking.	Residental				766
	Non-Residental				34
	City leased				224
	Off site				
	Total Parking Space Required				**1024**
	Parking Space Provided	**Standard**	**Non Standard**	**HCP***	**Total**
Non-standard spaces include 96 compact spaces, 26 for EV charging, and 30 for motorcycles. Off-site spaces (19) are on-street parking.	Residental	833	152	20	1005
	Non-Residental				
	City leased				
	Off site		19		19
* HCP = ADA Required Handicap Parking	**Total Parking Space Provided**				**1024**
Villages at East Ocean North: 672 parking spaces	**Parking Space Required**	**Standard**	**Non Standard**	**HCP***	**Total**
Data obtained from Site Plans provided by City. Final parking required or provided may differ from final approved plans or developed parking.	Residental	557		12	569
	Non-Residental	54		1	55
	City leased				
	Off site				
	Total Parking Space Required				**624**
	Parking Space Provided	**Standard**	**Non Standard**	**HCP***	**Total**
	Residental	657		13	670
	Non-Residental				
	City leased				
	Off site		2		2
* HCP = ADA Required Handicap Parking	**Total Parking Space Provided**				**672**

APPENDIX W: Downtown Development Parking Inventory (Recently Built & Under Review)					
Villages at East Ocean South: 87 parking spaces	**Parking Space Required**	**Standard**	**Non Standard**	**HCP***	**Total**
Data obtained from Site Plans provided by City. Final parking required or provided may differ from final approved plans or developed parking.	Residental				69
	Non-Residental				18
	City leased				
	Off site				
	Total Parking Space Required				**87**
	Parking Space Provided	**Standard**	**Non Standard**	**HCP***	**Total**
Off-site spaces (21) are on-street parking.	Residental	64		2	66
	Non-Residental				
	City leased				
	Off site		21		21
* HCP = ADA Required Handicap Parking	**Total Parking Space Provided**				**87**
Built Projects	**SUMMARY SITE PARKING DATA**				
Casa Costa: 750 parking spaces	**Parking Space Required**	**Standard**	**Non Standard**	**HCP***	**Total**
Data obtained from Site Plans provided by City. Final parking required or provided may differ from final approved plans or developed parking.	Residental				595
	Non-Residental				196
	City leased				
	Off site				
	Total Parking Space Required				**791**
	Parking Space Provided	**Standard**	**Non Standard**	**HCP***	**Total**
Non-Standard spaces (134) are tandem parking.	Residental	601	134	15	750
	Non-Residental				
	City leased				
	Off site				
* HCP = ADA Required Handicap Parking	**Total Parking Space Provided**				**750**

APPENDIX W: Downtown Development Parking Inventory (Recently Built & Under Review)					
Marina Village: 777 parking spaces	**Parking Space Required**	**Standard**	**Non Standard**	**HCP***	**Total**
Data obtained from Site Plans provided by City. Final parking required or provided may differ from final approved plans or developed parking.	Residental				658
	Non-Residental				182
	City leased				
	Off site				
	Total Parking Space Required				**840**
	Parking Space Provided				**Total**
Non-Standard spaces (22) are parking within townhome garages. Off-site spaces (119) on-street parallel parking.	Residental	636	22		658
	Non-Residental				
	City leased				
	Off site		119		119
* HCP = ADA Required Handicap Parking	**Total Parking Space Provided**				**777**
500 Ocean – 717 parking spaces	**Parking Space Required**	**Standard**	**Non Standard**	**HCP***	**Total**
Data obtained from Site Plans provided by City. Final parking required or provided may differ from final approved plans or developed parking.	Residental				566
	Non-Residental				100
	City leased				
	Off site				
	Total Parking Space Required				**666**
	Parking Space Provided	**Standard**	**Non Standard**	**HCP***	**Total**
Off-site spaces (14) are on-street parking.	Residental	685		18	703
	Non-Residental				
	City leased				
	Off site		14		14
* HCP = ADA Required Handicap Parking	**Total Parking Space Provided**				**717**

APPENDIX X

Origin & Destination Evaluation

APPENDIX X: O&D EVALUATION (2045 AM & PM PEAK FLOWS)

Origin/Destination	AM Trips	AM Trip Percentage	PM Trips	PM Trip Percentage
Boynton Beach Mobility Study Area (6 Districts) & Palm Beach County Road Impact Fee (RIF) Zone 1				
From Mobility Study Area to RIF 1	1,218	55.6%	1,791	48.8%
From RIF 1 to Mobility Study Area	973	44.4%	1,885	51.3%
Total	2,191	100%	3,676	100%
Boynton Beach Mobility Study Area (6 Districts) & Palm Beach County Road Impact Fee (RIF) Zone 2				
From Mobility Study Area to RIF 2	4,590	50.5%	9,133	49.4%
From RIF 2 to Mobility Study Area	4,504	49.5%	9,343	50.6%
Total	9,094	100%	18,476	100%
Boynton Beach Mobility Study Area (6 Districts) & Palm Beach County Road Impact Fee (RIF) Zone 3				
From Mobility Study Area to RIF 1	866	38.7%	2,092	56.9%
From RIF 1 to Mobility Study Area	1,374	61.3%	1,582	43.1%
Total	2,239	100%	3,675	100%
Boynton Beach Mobility Study Area (6 Districts) & Palm Beach County Road Impact Fee (RIF) Zone 4				
From Mobility Study Area to RIF 1	6,916	41.7%	20,136	55.3%
From RIF 1 to Mobility Study Area	9,652	58.3%	16,288	44.7%
Total	16,568	100%	36,424	100%
Boynton Beach Mobility Study Area (6 Districts) & Palm Beach County Road Impact Fee (RIF) Zone 5				
From Mobility Study Area to RIF 1	6,923	45.9%	17,211	52.3%
From RIF 1 to Mobility Study Area	8,163	54.1%	15,717	47.7%
Total	15,086	100%	32,927	100%
Boynton Beach Mobility Study Area (6 Districts) & Road Impact Fee Zones 1-5 (ALL RIF ZONES)				
From Mobility Study Area to RIF 1-5	20,513	45.4%	50,364	52.9%
RIF 1-5 to Mobility Study Area	24,666	54.6%	44,815	47.1%
Total	45,178	100%	95,179	100%
Mobility Study Area (6 Districts) (6 Districts)				
Mobility Study Area External Trips	20,513	24.2%	44,815	22.3%
All Travel in Mobility Study Area (6 Districts)	64,313	75.8%	155,987	77.7%
Total	84,826	100%	200,802	100%

Source: Southeast Florida Regional Planning Model (SEFRPM 8.541)

APPENDIX Y

Comparison of Mobility Fees with County Road Impact Fees

APPENDIX Y: COMPARISON WITH COUNTY FEES						
USE CATEGORIES, USE CLASSIFICATIONS & REPRESENTATIVE USES. NOTE: CITY & COUNTY LAND USES DIFFER. THIS ANALYSIS REFLECTS THE CLOSEST COMPARABLE LAND USES. THE CITY DATA IS BASED ON 2024 CONDITIONS. THE COUNTY STUDY WAS CONDUCTED IN 2022. THE CITY MOBILITY FEE METHODOLOGY DIFFERS FROM THE COUNTY ROAD IMPACT FEE METHODOLOGY.	UNIT OF MEASURE (UOM)	PERSON TRAVEL DEMAND (PTDu)	MOBILITY FEE RATE PER USE (MFu)	COUNTY ROAD IMPACT FEE	DIFFERENCE CITY VS COUNTY	NOTE: FOR SPECIFIC COUNTY RATES, SEE PALM BEACH COUNTY ROAD IMPACT FEE SCHEDULE.
Residential Uses						
Single-Family Residential Dwelling (Detached, Duplex, Accessory Dwelling, Townhome, Townhouse, Tiny Home)	per 1,000 Sq. Ft.	7.13	$2,806	$5,597	Lower	City per sq. ft., (2K house $5,612) - County per dwelling
Multi-Family Residential Dwelling (Apartment, Condo, 3 or more Attached Dwellings, Dormitory)	per 1,000 Sq. Ft.	8.42	$3,312	$3,788	Lower	City per sq. ft. (total building), County per dwelling
Mobile Residence (Mobile Home (MH), Recreational Vehicle (RV), MH and / or RV Park)	per space / lot	7.78	$3,059	$2,076	Higher	
Institutional Uses						
Community Serving (Civic / Fraternal Club, Gallery, Museum, Performance Venues, Place of Assembly or Worship)	per 1,000 Sq. Ft.	9.42	$3,704	$2,898	Higher	
Group Home (Assisted Living, Care or Recovery Homes, Congregate Living Facility, Nursing Home)	per 1,000 Sq. Ft.	9.30	$3,657	$2,949	Higher	City per sq. ft., County per bed (assume 4 beds)
Private Education (Afterschool, Family Day Care, K-12, Pre-K, Trade School, Tutor)	per 1,000 Sq. Ft.	20.16	$7,928	$7,787	Lower	Based on County Day Care, Higher than Private Ed (K-12)
Commercial Recreational Uses						
Marina (wet berths, dry slips, ancillary repair, yacht club)	per Berth	8.06	$3,168	--	N/A	County does not list
Entertainment, Outdoor (Amusement, Golf, Multi-Purpose, Recreation, Sports, Tennis)	per Acre	73.36	$28,850	$26,611	Higher	County based on 2 tennis courts (~1 acre)
Entertainment, Indoor (Amusement Arcade, Exercise Studio, Fitness, Gym, Health, Indoor Sports, Recreation)	per 1,000 Sq. Ft.	41.55	$16,342	$14,426	Higher	
Industrial Uses						
Industrial (Assembly, Brewery, Development and Testing, Distribution and Processing, Microbrewing, Trades, Utilities)	per 1,000 Sq. Ft.	7.50	$2,949	$2,170	Higher	
Commercial Storage (Boat / Vehicle, Junk /Salvage Yard, Recycling / Waste Management, Open, Self-Service, Warehouse)	per 1,000 Sq. Ft.	2.99	$1,176	$873	Higher	
Office Uses						
Office (Administrative, Business, Hospital, Post Secondary Education, Professional, Real Estate)	per 1,000 Sq. Ft.	14.97	$5,888	$4,871	Higher	
Medical or Dental Office (Clinic, Dental, Health Service, Laboratory, Professional Care, Emergency Care, Rehab, Veterinary)	per 1,000 Sq. Ft.	37.57	$14,777	$11,245	Higher	
Retail Uses						
Retail (Auto / Boat Rental or Sales, New or Used Merchandise, Personal or Pet Care, Sales, Services, Stores)	per 1,000 Sq. Ft.	20.13	$7,918	$6,758	Higher	County average of three retail fees
High Impact Retail (Alcoholic Beverages, Banks, Grocery Store, Pharmacy & Drug Store, Sit-Down Restaurant)	per 1,000 Sq. Ft.	43.83	$17,236	$14,507	Higher	County average of five retail fees
Convenience Retail (Convenience Store, Fast Food Restaurant, Gasoline Station)	per 1,000 Sq. Ft.	105.21	$41,379	$46,042	Lower	County average of two fees, City has additive fees
Non-Residential Uses Per Unit of Measure						
Auto / Boat / Car Wash (Automated, Cleaning, Dry, Detailing, Polishing, Self-Serve, Vacuum, Wash, Wax)	per Lane or Stall plus per five (5) Stations	41.02	$16,134	$6,913	Higher	
Auto Charging or Fueling (Commercial Facility which requires Membership or Payment)	per Charging or Fueling Position	35.70	$14,039	$8,436	Higher	County average of three fees, note City convenience is lower, which is part of difference
Auto or Boat Repair / Service (Brakes, Install, Maintenance, Major, Minor, Quick Lube, Repair, Tint, Tires)	per Bay or Stall	21.82	$8,580	$6,917	Higher	
Bank or Financial Drive-Thru Lane or Free-Standing ATM	per Lane / ATM	52.54	$20,661	--	N/A	County does not list
Fast Food or Quick Service Restaurant Drive Thru	per Lane	94.63	$37,215	--	N/A	County does not list
Overnight Lodging (B&B, Condo Hotel, Hotel, Motel, Short-term Rental, Transient)	per Room	10.45	$4,108	$2,498	Higher	
Retail Drive-Thru (Dry Cleaner, Dollar Store, Grocery Store, Pharmacy & Drug Store, Retail)	per Lane	46.50	$18,288	--	N/A	County does not list

APPENDIX Z

Multimodal Characteristics Inventory

APPENDIX Z: BOYNTON BEACH MULTIMODAL CHARACTERISTICS INVENTORY

Limits, Classification, & Ownership					Charateristics		Median		Multimodal Off-Street (North or East)					Multimodal Off-Street (South or West)					Multimodal On-Street					Transit			
Street Name	From Street	To Street	Functional Classification	Maintaining Entity	Speed Limit	Length (Miles)	Type	Width (feet)	Facility Type	% Coverage	Width (feet)	Buffer Width (feet)	Physical Barrier	Facility Type	% Coverage	Width (feet)	Buffer Width (feet)	Physical Barrier	Facility Type	% Coverage	Width (feet)	Type of Separation	Both Sides of ROW (Yes or No)	Type	Type of Stops	Frequency of Service (Minutes)	Span of Service (Hours)
BOYNTON BCH BLVD (SR 804)	FEDERAL HWY (US 1)	SEACREST BLVD	MINOR ARTERIAL	STATE	35	0.38	TWLT	11	Sidewalk	100	5	3	Grass	Sidewalk	100	5, 6	3, 10	Grass, Landscape	Bike Lane	100	3.00	None	Yes	Bus	Covered	60.00	14.00
BOYNTON BCH BLVD (SR 804)	SEACREST BLVD	INTERSTATE 95	PRINCIPAL ARTERIAL	STATE	35	0.54	TWLT, Raised	11	Sidewalk	100	5	3	Grass	Sidewalk	100	5	3	Grass	Bike Lane	100	4	None	Yes	Bus	Posted Sign	60.00	14.00
BOYNTON BCH BLVD (SR 804)	INTERSTATE 95	SW 8TH ST	PRINCIPAL ARTERIAL	STATE	35	0.40	Raised, Left Turn Lanes	18	Sidewalk	100	4	0	None	Sidewalk	100	4	0	None	Bike Lane	50.00	4.00	None	No	Bus	Posted Sign	60.00	14.00
BOYNTON BCH BLVD (SR 804)	SW 8TH ST	CONGRESS AVE	PRINCIPAL ARTERIAL	STATE	40	0.69	Raised, Left Turn Lanes	17	Sidewalk	100	8, 5	4, 0	Grass, None	Sidewalk	100	4	0	None	Bike Lane	100	5	None	Yes	Bus	Posted Sign, Covered	60.00	14.00
BOYNTON BCH BLVD (SR 804)	CONGRESS AVE	WINCHESTER PARK BLVD	PRINCIPAL ARTERIAL	STATE	40	0.19	Raised, Left Turn Lanes	21	Sidewalk	100	6	0	None	Sidewalk	100	6	0	None	-	-	-	-	-	Bus	Posted Sign, Covered	60.00	14.00
BOYNTON BCH BLVD (SR 804)	WINCHESTER PARK BLVD	KNUTH RD	PRINCIPAL ARTERIAL	STATE	45	0.30	Raised, Left Turn Lanes	16	Sidewalk	100	6	0	None	Sidewalk	100	6	0	None	Bike Lane	100	5	None	Yes	Bus	Posted Sign, Covered	60.00	14.00
CAMPANELLIE BLVD	SW 18TH STREET	SW 23RD AVENUE	MINOR COLLECTOR	CITY	25	0.30	Undivided	-	Sidewalk	100	5	15	Landscape	Sidewalk	100	5	15	Landscape	-	-	-	-	-	-	-	-	-
CONGRESS AVE	HYPOLUXO RD	MINER RD	PRINCIPAL ARTERIAL	COUNTY	45	1.04	Raised, Left Turn Lanes	21	Sidewalk	100	8	5	Grass	Sidewalk	100	6	0	None	Bike Lane	100	5	None	Yes	Bus	Posted Sign, Covered	30.00	17.00
CONGRESS AVE	MINER RD	GATEWAY BLVD	PRINCIPAL ARTERIAL	COUNTY	45	0.73	Raised, Left Turn Lanes	21	Sidewalk	100	8	5	Grass	Sidewalk	100	5	3	Grass	Bike Lane	100	4	None	Yes	Bus	Posted Sign, Covered	30.00	17.00
CONGRESS AVE	GATEWAY BLVD	OLD BOYNTON RD	PRINCIPAL ARTERIAL	COUNTY	45	1.02	Raised, Left Turn Lanes	21	Sidewalk	100	8	5	Grass	Sidewalk	100	5	3	Grass	Bike Lane	100	5	None	Yes	Bus	Posted Sign, Covered	30.00	17.00
CONGRESS AVE	OLD BOYNTON RD	BOYNTON BCH BLVD (SR 804)	PRINCIPAL ARTERIAL	COUNTY	45	0.28	Raised, Left Turn Lanes	21	Sidewalk	100	8	5	Grass	Sidewalk	100	6	0	None	Bike Lane	53	5	None	Yes	Bus	Posted Sign, Covered	30.00	17.00
CONGRESS AVE	BOYNTON BCH BLVD (SR 804)	WOOLBRIGHT RD	PRINCIPAL ARTERIAL	COUNTY	45	1.00	Raised, Left Turn Lanes	21	Sidewalk	100	6	0	None	Sidewalk	100	5	3	Grass	-	-	-	-	-	Bus	Posted Sign, Covered	30.00	17.00
CONGRESS AVE	WOOLBRIGHT RD	SW 23 AVE / GOLF RD	PRINCIPAL ARTERIAL	COUNTY	45	0.45	Raised, Left Turn Lanes	21	Sidewalk	100	8	4	Grass	Sidewalk	100	5	3	Grass	Bike Lane	100	4	None	Yes	Bus	Posted Sign, Covered	30.00	17.00
CONGRESS AVE	SW 23 AVE / GOLF RD	SUMMIT DR	PRINCIPAL ARTERIAL	COUNTY	45	1.38	Raised, Left Turn Lanes	21	Sidewalk	100	8	3, 0	Grass, None	Sidewalk	100	6	0	None	Bike Lane	100	4	None	Yes	Bus	Posted Sign, Covered	30.00	17.00
FEDERAL HWY (US 1)	HYPOLUXO RD	MINER RD	MINOR ARTERIAL	STATE	40	1.00	Raised, Left Turn Lanes	16	Sidewalk	100	7	0	None	-	-	-	-	-	Buffered Bike Lane	100	6	Buffer	Yes	Bus	Posted Sign	20.00	17.00
FEDERAL HWY (US 1)	MINER RD	GATEWAY BLVD	MINOR ARTERIAL	STATE	40	0.59	Raised, Left Turn Lanes	16	Sidewalk	100	7	0	None	-	-	-	-	-	Buffered Bike Lane	100	6	Buffer	Yes	Bus	Posted Sign	20.00	17.00
FEDERAL HWY (US 1)	GATEWAY BLVD	MLK JR BLVD (NE 10TH AVE)	MINOR ARTERIAL	STATE	35	0.91	Raised, Left Turn Lanes	20	Sidewalk	100	7	0	None	Sidewalk	40	4	4	On-Street Parking	Buffered Bike Lane	100	6	Buffer	Yes	Bus	Posted Sign	20.00	17.00
FEDERAL HWY (US 1)	MLK JR BLVD (NE 10TH AVE)	BOYNTON BCH BLVD (SR 804)	MINOR ARTERIAL	STATE	35	0.50	Raised, Left Turn Lanes	20	Sidewalk	100	4	4	Grass, On-Street Parking	Sidewalk	100	4	4	Grass, On-Street Parking	Green Bike Lane	100	5	None	Yes	Bus	Posted Sign	20.00	17.00
FEDERAL HWY (US 1)	BOYNTON BCH BLVD (SR 804)	OCEAN AVE	MINOR ARTERIAL	STATE	35	0.12	Raised, Left Turn Lanes	28	Sidewalk	100	8	0	None	Sidewalk	100	8	0	None	Bike Lane	100	6	None	Yes	Bus	Posted Sign, Covered	20.00	17.00
FEDERAL HWY (US 1)	OCEAN AVE	WOOLBRIGHT RD	MINOR ARTERIAL	STATE	35	0.87	Raised, Left Turn Lanes	26	Sidewalk	100	8	0	None	Sidewalk	100	8	0	None	Bike Lane	100	6	None	Yes	Bus	Posted Sign	20.00	17.00
FEDERAL HWY (US 1)	WOOLBRIGHT RD	SE 23RD AVE	MINOR ARTERIAL	STATE	35	0.49	Raised, Left Turn Lanes	26	Sidewalk	100	8	0	None	Sidewalk	100	8	0	None	Bike Lane	100	6	None	Yes	Bus	Posted Sign	20.00	17.00
FEDERAL HWY (US 1)	SE 23RD AVE	OLD DIXIE HWY	MINOR ARTERIAL	STATE	35	0.45	Raised, Left Turn Lanes	26	Sidewalk	100	8	0	None	Sidewalk	100	8	0	None	Bike Lane	100	6	None	Yes	Bus	Posted Sign, Covered	20.00	17.00
FEDERAL HWY (US 1)	OLD DIXIE HWY	GULFSTREAM BLVD	MINOR ARTERIAL	STATE	40	0.68	Raised, Left Turn Lanes	26	Sidewalk	100	8	0	None	Sidewalk	100	8	0	None	Bike Lane	100	6	None	Yes	Bus	Posted Sign, Covered	20.00	17.00
GATEWAY BLVD	FEDERAL HWY (US 1)	SEACREST BLVD	MINOR ARTERIAL	CITY	30	0.72	TWLT	11	Sidewalk	100	6	10, 0	Landscape, None	Sidewalk	100	6	10, 0	Landscape, None	Bike Lane	93	5	None	Yes	Bus	Posted Sign	60	14.00
GATEWAY BLVD	SEACREST BLVD	INTERSTATE 95	MINOR ARTERIAL	CITY	35	0.17	Raised	8	Sidewalk	100	7	0	None	Sidewalk	100	7	0	None	-	-	-	-	-	Bus	Posted Sign	60	14.00
GATEWAY BLVD	INTERSTATE 95	HIGH RIDGE RD	MINOR ARTERIAL	CITY	45	0.18	Raised	20	Sidewalk	100	7	0	None	Sidewalk	100	7	0	None	-	-	-	-	-	-	-	-	-
GATEWAY BLVD	HIGH RIDGE RD	QUANTUM BLVD	MINOR ARTERIAL	CITY	45	0.56	Raised, Left Turn Lanes	20	Sidewalk	100	6	0	None	Shared-Use Path	100	8	0, 30	None, Landscape	Bike Lane	67	4	None	Yes	Bus	Posted Sign	60.00	14.00
GATEWAY BLVD	QUANTUM BLVD	CONGRESS AVE	MINOR ARTERIAL	CITY	45	0.63	Raised, Left Turn Lanes	20	Sidewalk	100	6	0	None	Shared-Use Path	100	5, 8	0, 30	None, Landscape	Bike Lane	100	4	None	Yes	Bus	Posted Sign	60.00	14.00
GULFSTREAM BLVD	FEDERAL HWY (US 1)	OLD DIXIE HWY	MAJOR COLLECTOR	CITY	30	0.13	Left Turn Lanes	11	Sidewalk	100	6	0	None	Sidewalk	100	4	20	Landscape	-	-	-	-	-	-	-	-	-
GULFSTREAM BLVD	OLD DIXIE HWY	SEACREST BLVD	MAJOR COLLECTOR	CITY	30	0.37	Raised	12	Sidewalk	100	5	3	Grass	Sidewalk	100	5	3	Grass	Paved Shoulder	100	6	None	Yes	-	-	-	-
HIGH RIDGE RD	HYPOLUXO RD	MINER RD	MAJOR COLLECTOR	COUNTY	30	1.00	Undivided	-	Sidewalk	100	6	3	Grass	Sidewalk	30	7	0	None	-	-	-	-	-	-	-	-	-
HIGH RIDGE RD	MINER RD	NW 25TH AVE	MAJOR COLLECTOR	CITY	30	0.28	Undivided	-	Sidewalk	100	6	15	Landscape	Sidewalk	100	5	15	Landscape	-	-	-	-	-	-	-	-	-
HIGH RIDGE RD	NW 25TH AVE	GATEWAY BLVD	MAJOR COLLECTOR	CITY	30	0.28	Raised, Left Turn Lanes	18	Sidewalk	100	6	15	Landscape	Sidewalk	100	5	15	Landscape	-	-	-	-	-	-	-	-	-
HIGH RIDGE RD	GATEWAY BLVD	PARK RIDGE BLVD	MINOR COLLECTOR	CITY	30	0.63	Raised, Left Turn Lanes	18	Sidewalk	16	6	0	None	Sidewalk	100	6	8	Landscape	-	-	-	-	-	-	-	-	-
HYPOLUXO ROAD	FEDERAL HWY (US 1)	SEACREST BLVD	MINOR ARTERIAL	COUNTY	40	0.78	TWLT	11	Sidewalk	100	8	0	None	Sidewalk	100	5	3	Grass	-	-	-	-	-	Bus	Posted Sign	60.00	14.00
HYPOLUXO ROAD	SEACREST BLVD	INTERSTATE 95	MINOR ARTERIAL	COUNTY	40	0.26	Raised, Left Turn Lanes	18	Sidewalk	100	6	0	None	Sidewalk	100	6	0	None	-	-	-	-	-	-	-	-	-
HYPOLUXO ROAD	INTERSTATE 95	CONGRESS AVE	MINOR ARTERIAL	COUNTY	45	1.20	Raised, Left Turn Lanes	22	Sidewalk	100	4	2	Grass	Sidewalk	9	6	0	None	-	-	-	-	-	-	-	-	-
INTERSTATE 95	HYPOLUXO RD	GATEWAY BLVD	PRINCIPAL ARTERIAL-LA	STATE	65	1.52	Barrier	30	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
INTERSTATE 95	GATEWAY BLVD	BOYNTON BCH BLVD (SR 804)	PRINCIPAL ARTERIAL-LA	STATE	65	1.51	Barrier	30	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
INTERSTATE 95	BOYNTON BCH BLVD (SR 804)	WOOLBRIGHT RD	PRINCIPAL ARTERIAL-LA	STATE	65	0.99	Barrier	30	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
INTERSTATE 95	WOOLBRIGHT RD	WEST ATLANTIC AVE (SR 806)	PRINCIPAL ARTERIAL-LA	STATE	65	3.84	Barrier	30	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
MINER RD	FEDERAL HWY (US 1)	SEACREST BLVD	MAJOR COLLECTOR	COUNTY	30	0.75	Undivided	-	Sidewalk	100	5	5	None	Sidewalk	100	5	5	None	-	-	-	-	-	-	-	-	-
MINER RD	HIGH RIDGE RD	CONGRESS AVE	MAJOR COLLECTOR	COUNTY	45	0.95	Undivided	-	Shared-Use Path	29	8	0	None	Shared-Use Path	71	8	20	Landscape	Paved Shoulder	100	5	None	Yes	-	-	-	-
MLK JR BLVD (NE 10TH AVE)	FEDERAL HWY (US 1)	SEACREST BLVD	MAJOR COLLECTOR	CITY	25	0.41	Undivided	-	Sidewalk	100	6	8	On-Street Parking	Sidewalk	100	6	8	On-Street Parking	-	-	-	-	-	-	-	-	-
MLK JR BLVD (NW 10TH AVE)	SEACREST BLVD	NW 5TH AVE	MINOR COLLECTOR	CITY	25	0.50	Undivided	-	Sidewalk	100	6	0	None	Sidewalk	100	6	0	None	-	-	-	-	-	-	-	-	-
N OCEAN BLVD (A1A)	WOOLBRIGHT RD	GOLFVIEW DR	MAJOR COLLECTOR	STATE	35	1.61	Undivided	-	Sidewalk	6	5	4	Grass	Sidewalk	21	5	4	Grass	-	-	-	-	-	-	-	-	-
NE 6TH AVE	FEDERAL HWY (US 1)	SEACREST BLVD	MINOR COLLECTOR	CITY	25	0.36	Undivided	-	Sidewalk	33	4	4	Grass	Sidewalk	48	4	4	Grass	-	-	-	-	-	-	-	-	-
NW 6TH AVE	SEACREST BLVD	NW 5TH STREET	MINOR COLLECTOR	CITY	25	0.40	Undivided	-	Sidewalk	12	4	8	Landscape	Sidewalk	2	4	8	Landscape	-	-	-	-	-	-	-	-	-
NE 15TH AVE	FEDERAL HWY (US 1)	SEACREST BLVD (VIA NE 16th AVENUE)	MINOR COLLECTOR	CITY	25	0.61	Undivided	-	Sidewalk	55	4	10	Landscape	Sidewalk	78	4	10	Landscape	-	-	-	-	-	-	-	-	-
OCEAN AVE	HWY A1A	FEDERAL HWY (US 1)	MINOR ARTERIAL	STATE	30	0.60	Undivided, TWLT, Raised	0, 11, 14	Sidewalk	100	6	8	On-Street Parking, Barrier	Sidewalk	100	6	8	On-Street Parking, Barrier	Bike Lane	100	5	None	Yes	-	-	-	-
OCEAN AVE	FEDERAL HWY (US 1)	SEACREST BLVD	MAJOR COLLECTOR	CITY	25	0.37	Undivided	-	Sidewalk	100	8	0, 8	None, On-Street Parking	Sidewalk	100	8	0, 8	None, On-Street Parking	-	-	-	-	-	-	-	-	-
OCEAN AVE	SEACREST BLVD	SW 4TH STREET	MINOR COLLECTOR	CITY	25	0.47	Undivided	-	Sidewalk	100	5	18	Landscape + On-Street Parking	Sidewalk	100	5	18	Landscape + On-Street Parking	-	-	-	-	-	-	-	-	-
OCEAN DR	SW 6TH STREET	SW 8TH STREET	MINOR COLLECTOR	CITY	25	0.34	Undivided	-	Sidewalk	100	4	15	Landscape	Sidewalk	89	4	15	Landscape	-	-	-	-	-	-	-	-	-
OCEAN DR	SW 8TH STREET	CONGRESS AVE	MINOR COLLECTOR	CITY	25	0.69	Undivided	-	Sidewalk	100	5	20	Landscape	Sidewalk	100	5	20	Landscape	-	-	-	-	-	-	-	-	-
OLD BOYNTON RD	BOYNTON BCH BLVD (SR 804)	RENAISSANCE COMMONS BLVD	MAJOR COLLECTOR	COUNTY	30	0.57	TWLT	11	Sidewalk	100	6	0	None	Sidewalk	100	6	0	None	Bike Lane	100	5	None	Yes	-	-	-	-
OLD BOYNTON RD	RENAISSANCE COMMONS BLVD	CONGRESS AVE	MAJOR COLLECTOR	COUNTY	40	0.23	TWLT	11	Sidewalk	100	6	0	None	Sidewalk	100	6	0	None	Bike Lane	100	5	None	Yes	-	-	-	-
OLD BOYNTON RD	CONGRESS AVE	WINCHESTER PARK BLVD	MAJOR COLLECTOR	COUNTY	40	0.17	Left Turn Lanes	11	Shared-Use Path	100	8	0	None	Sidewalk	100	5	3	Grass	Bike Lane	100	5	None	Yes	-	-	-	-
OLD BOYNTON RD	WINCHESTER PARK BLVD	KNUTH RD	MAJOR COLLECTOR	COUNTY	40	0.31	TWLT	11	Shared-Use Path	100	8	0	None	Sidewalk	100	5	3	Grass	Bike Lane	100	5	None	Yes	-	-	-	-
OLD DIXIE HWY	FEDERAL HWY (US 1)	GULSTREAM BLVD	MINOR COLLECTOR	CITY	30	0.78	Undivided	-	Sidewalk	61	5	15	Landscape	Sidewalk	10	5	15	Landscape	-	-	-	-	-	-	-	-	-
PARK RIDGE BLVD	HIGH RIDGE RD	ALPHA DR	MINOR COLLECTOR	CITY	30	0.40	Raised, Left Turn Lanes	16	Sidewalk	100	6	8	Landscape	-	-	-	-	-	-	-	-	-	-	-	-	-	-
QUANTUM BLVD	GATEWAY BLVD	CONGRESS AVE	MINOR COLLECTOR	CITY	30	1.20	aised, Left Turn Lanes, Undivide	19	Sidewalk	23	5	6	Landscape	Shared-Use Path	100	8	8	Landscape	-	-	-	-	-	-	-	-	-
RENAISSANCE COMMONS BLVD	GATEWAY BLVD	OLD BOYNTON RD	MINOR COLLECTOR	CITY	30	1.10	Raised, Left Turn Lanes	19	Sidewalk	100	5	5, 0	Grass, None	Sidewalk	100	5	5, 0	Grass, None	Bike Lane	45	5	None	Yes	-	-	-	-

APPENDIX Z: BOYNTON BEACH MULTIMODAL CHARACTERISTICS INVENTORY

Limits, Classification, & Ownership					Charateristics		Median		Multimodal Off-Street (North or East)					Multimodal Off-Street (South or West)					Multimodal On-Street					Transit			
Street Name	From Street	To Street	Functional Classification	Maintaining Entity	Speed Limit	Length (Miles)	Type	Width (feet)	Facility Type	% Coverage	Width (feet)	Buffer Width (feet)	Physical Barrier	Facility Type	% Coverage	Width (feet)	Buffer Width (feet)	Physical Barrier	Facility Type	% Coverage	Width (feet)	Type of Separation	Both Sides of ROW (Yes or No)	Type	Type of Stops	Frequency of Service (Minutes)	Span of Service (Hours)
SE 1ST STREET	BOYNTON BEACH BLVD	WOOLBRIGHT RD	MINOR COLLECTOR	CITY	25	1.00	Undivided	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SE 4TH STREET	BOYNTON BEACH BLVD	SE 12TH AVENUE	MAJOR COLLECTOR	CITY	25	0.80	Undivided, Raised	6	Sidewalk	100	6	9	On-Street Parking	Sidewalk	78	6	9	On-Street Parking	-	-	-	-	-	-	-	-	-
SE 5TH AVENUE	FEDERAL HWY (US 1)	SEACREST BLVD	MINOR COLLECTOR	CITY	25	0.37	Undivided	-	Sidewalk	21	4	18	Landscape	Sidewalk	21	4	18	Landscape	-	-	-	-	-	-	-	-	-
SE 12TH AVENUE	FEDERAL HWY (US 1)	SEACREST BLVD	MINOR COLLECTOR	CITY	25	0.31	Undivided	-	Sidewalk	96	5	5, 15	Grass, landscape	Sidewalk	80	5	5, 15	Grass, Landscape	-	-	-	-	-	-	-	-	-
SE 23RD AVENUE	FEDERAL HWY (US 1)	SEACREST BLVD	MAJOR COLLECTOR	COUNTY	30	0.42	Undivided	-	Sidewalk	100	5	10	Landscape	Sidewalk	93	5	10	Landscape	-	-	-	-	-	-	-	-	-
SW 23RD AVENUE	SEACREST BLVD	INTERSTATE 95	MAJOR COLLECTOR	COUNTY	35	0.50	TWLT	11	Sidewalk	100	5	3	Grass	Sidewalk	66	5	3	Grass	-	-	-	-	-	-	-	-	-
SW 23RD AVENUE	INTERSTATE 95	CONGRESS AVE	MAJOR COLLECTOR	COUNTY	35	0.98	Undivided	-	Sidewalk	100	6	15	Landscape	Sidewalk	85	4	25	Landscape	-	-	-	-	-	-	-	-	-
SEACREST BLVD	HYPOLUXO RD	MENTONE RD	MAJOR COLLECTOR	COUNTY	40	0.50	TWLT	11	Sidewalk	100	8	0	None	Sidewalk	100	4	0	None	-	-	-	-	-	Bus	Posted Sign	60.00	14.00
SEACREST BLVD	MENTONE RD	GATEWAY BLVD	MAJOR COLLECTOR	COUNTY	35	1.00	TWLT	11	Sidewalk	100	8	0	None	Sidewalk	100	4	0	None	-	-	-	-	-	Bus	Posted Sign	60.00	14.00
SEACREST BLVD	GATEWAY BLVD	MLK JR BLVD (NE 10TH AVE)	MAJOR COLLECTOR	COUNTY	35	1.05	TWLT	11	Sidewalk	100	8	0	None	Sidewalk	100	4	0	None	-	-	-	-	-	Bus	Posted Sign	60.00	14.00
SEACREST BLVD	MLK JR BLVD (NE 10TH AVE)	BOYNTON BCH BLVD (SR 804)	MAJOR COLLECTOR	COUNTY	35	0.50	TWLT	11	Sidewalk	100	5	3	Other	Sidewalk	100	5	3	Other	-	-	-	-	-	Bus	Posted Sign	60.00	14.00
SEACREST BLVD	BOYNTON BCH BLVD (SR 804)	WOOLBRIGHT RD	MAJOR COLLECTOR	COUNTY	40	1.00	Undivided, TWLT	11	Sidewalk	100	5	3, 10	Grass, Landscape	Sidewalk	100	5	3, 10	Grass, Landscape	-	-	-	-	-	Bus	Posted Sign	60.00	14.00
SEACREST BLVD	WOOLBRIGHT RD	SE 23RD AVE	MAJOR COLLECTOR	COUNTY	40	0.53	Undivided	-	Sidewalk	100	5	3, 10	Grass, Landscape	Sidewalk	100	6	3, 10	Grass, Landscape	-	-	-	-	-	Bus	Posted Sign	60.00	14.00
SEACREST BLVD	SE 23RD AVE	GULFSTREAM BLVD	MAJOR COLLECTOR	COUNTY	40	1.17	Undivided, TWLT	11	Sidewalk	100	5	3, 10	Grass, Landscape	Sidewalk	100	6	3, 10	Grass, Landscape	-	-	-	-	-	Bus	Posted Sign	60.00	14.00
SW 8TH STREET	BOYNTON BCH BLVD (SR 804)	OCEAN DR	MAJOR COLLECTOR	CITY	25	0.28	Undivided	-	Sidewalk	92	5	10	Landscape	Sidewalk	100	5	0, 10	None, Landscape	-	-	-	-	-	-	-	-	-
SW 8TH STREET	OCEAN DR	NEWLAKE DRIVE	MAJOR COLLECTOR	CITY	30	0.37	Undivided	-	Shared-Use Path	100	8	10	Landscape	Sidewalk	100	5	10	Landscape	-	-	-	-	-	-	-	-	-
SW 8TH STREET	NEWLAKE DRIVE	WOOLBRIGHT RD	MAJOR COLLECTOR	CITY	30	0.37	Raised, Left Turn Lanes	22	Sidewalk	100	5	8	Landscape	Sidewalk	100	5	0, 10	None, Landscape	-	-	-	-	-	-	-	-	-
SW 11TH STREET	SW 23RD AVENUE	SW 28TH AVENUE	MINOR COLLECTOR	CITY	25	0.47	Undivided	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SW 18TH STREET	OCEAN DR	WOOLBRIGHT RD	MINOR COLLECTOR	CITY	25	0.84	Undivided	-	Sidewalk	100	5	13	Landscape	Sidewalk	100	5	13	Landscape	-	-	-	-	-	-	-	-	-
SW 18TH STREET	WOOLBRIGHT RD	SW 23RD AVENUE	MINOR COLLECTOR	CITY	25	0.56	Undivided	-	Sidewalk	100	5	13	Landscape	Sidewalk	100	5	13	Landscape	-	-	-	-	-	-	-	-	-
SW 22ND STREET	SW CONGRESS BLVD	WOOLBRIGHT RD	MINOR COLLECTOR	CITY	25	0.26	Undivided	-	Sidewalk	100	5	13	Landscape	Sidewalk	100	5	13	Landscape	-	-	-	-	-	-	-	-	-
SW 22ND STREET	WOOLBRIGHT RD	SW 19TH AVENUE	MINOR COLLECTOR	CITY	25	0.18	Undivided	-	Sidewalk	100	5	13	Landscape	Sidewalk	100	5	13	Landscape	-	-	-	-	-	-	-	-	-
SW 27TH AVENUE	SW 11TH STREET	CONGRESS AVE	MINOR COLLECTOR	CITY	25	0.46	Undivided, Swale	11	Sidewalk	17	5	7	Landscape	Sidewalk	21	5	7	Landscape	-	-	-	-	-	-	-	-	-
SW CONGRESS BLVD	SW 18TH STREET	CONGRESS AVE	MINOR COLLECTOR	CITY	25	0.45	Undivided	-	Sidewalk	100	5	13	Landscape	Sidewalk	100	5	13	Landscape	-	-	-	-	-	-	-	-	-
WINCHESTER PARK BLVD	OLD BOYNTON RD	BOYNTON BCH BLVD (SR 804)	MAJOR COLLECTOR	CITY	25	0.29	Raised, Left Turn Lanes	20	Sidewalk	100	5	13	Landscape	Sidewalk	100	5	13	Landscape	-	-	-	-	-	Bus	Posted Sign, Covered	60.00	14.00
WOOLBRIGHT RD	OCEAN BLVD (SR A1A)	FEDERAL HWY (US 1)	PRINCIPAL ARTERIAL	COUNTY	30	0.39	Undivided	-	Sidewalk	15	5	16	Landscape	Sidewalk	100	5	12, 0	Landscape, None	-	-	-	-	-	-	-	-	-
WOOLBRIGHT RD	FEDERAL HWY (US 1)	SEACREST BLVD	PRINCIPAL ARTERIAL	COUNTY	35	0.30	Raised, Left Turn Lanes	18	Sidewalk	100	5	3	Grass	Sidewalk	100	5	3	Grass	-	-	-	-	-	-	-	-	-
WOOLBRIGHT RD	SEACREST BLVD	INTERSTATE 95	PRINCIPAL ARTERIAL	COUNTY	40	0.52	TWLT	11	Sidewalk	100	5	3, 0	Grass, None	Sidewalk	100	5	3, 0	Grass, None	-	-	-	-	-	-	-	-	-
WOOLBRIGHT RD	INTERSTATE 95	SW 8TH STREET	PRINCIPAL ARTERIAL	COUNTY	40	0.31	Raised, Left Turn Lanes	20	Sidewalk	100	6	0	None, Barrier	Sidewalk	100	6	4	Grass, Barrier	Bike Lane	100	5	None	No	-	-	-	-
WOOLBRIGHT RD	SW 8TH STREET	CONGRESS AVE	PRINCIPAL ARTERIAL	COUNTY	40	0.81	Raised, Left Turn Lanes	21	Sidewalk	100	6	3	Grass	Sidewalk	100	6	3	Grass	Bike Lane	100	5	None	Yes	-	-	-	-

Source: Functional Classification and Maintenance provided by City. Speed limit, length, and multimodal facility data collected and prepared by NUE Urban Concepts, LLC. Transit data from Palm Tran.

This is the Last Page in the
City of Boynton Beach

Mobility Fee
Technical Report

January 2025

Prepared By:

NUE URBAN CONCEPTS

LAND USE • MOBILITY • PARKING • FEES

CITY OF BOYNTON BEACH



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November 3rd, 2024

Amanda Radigan, AICP, LEED AP
City of Boynton Beach
Planning & Development Department
100 E. Ocean Avenue
Boynton Beach, FL 33435

Re: House Bill 479 Overview

The Florida Legislature recently adopted House Bill 479 that amended Florida Statute Sections 163.3180 related to Concurrency and 163.31801 related to Impact Fees. The concurrency amendments specifically addressed alternative transportation systems such as mobility fees. House Bill 479 was passed by a unanimous vote of the House of Representatives and a 39 to 1 vote by the Senate. The Governor signed HB 479 into law on June 25th, 2024. The effective date of HB 479 is October 1st, 2024.

The amendments to Florida Statute Section 163.3180 explicitly allow any local government to adopt an alternative transportation system to replace transportation concurrency. A mobility fee, based on an adopted mobility plan, is the primary alternative transportation system identified in the amended sections of 163.3180. There are no exemptions for this allowance for any Charter County.

The amendments to Florida Statute Section 163.31801 establish a time frame of one year for adoption of an impact fee study after an analysis has commenced and establishes that alternative transportation system honor existing impact fee credit. The processes and procedures established for impact fees under Florida Statute Section 163.31801, such as basing fees on the most recent and localized data, time frames for adoption of studies, and extraordinary circumstances, also apply to alternative transportation systems per Florida Statute Section 163.3180.

The most significant component of HB 479 is to explicitly state that **only one fee** to mitigate transportation impact maybe collected. Further, the entity **responsible for collection of that fee** is the **local government who issues building permits**. The exception is if a local government agrees through an interlocal agreement to allow the County to be the entity to collect the mitigation fee. This is a substantial clarification in Florida Statute and applies to all local governments, including all Charter Counties.

There are two exemptions for certain provisions of HB 479. Miami Dade County and Hillsborough County are the only two Charter Counites that are exempt from certain provisions of HB 479. Any municipality and county that has an interlocal agreement that jointly coordinates the mitigation of transportation impact prior to October 1st, 2024, would also be exempt from HB 479 until such time as the interlocal agreement expires or is terminated by either a municipality or a county.

HB 479 does require that municipalities and counties, through an interlocal agreement, coordinate the mitigation of transportation impacts through a mobility plan adopted into the Comprehensive Plan. The primary intent of HB 479 is to address the double charging of development that occurs when a municipality adopts a transportation impact fee or mobility fee, and a county also requires that municipality to collect a transportation impact fee or mobility fee on behalf of the county.

Boynton Beach does not currently collect a mobility fee or transportation impact fee. It does collect Palm Beach County's transportation impact fee. Under HB 479, the City may adopt its own mobility fee for all or a portion of the City and negotiate with the County on any transportation mitigation and sharing of the City's mobility fee.

The amendments in HB 479 stipulate that an interlocal agreement between a county and a municipality shall at a minimum ensure that:

(1) Development is not charged twice for the same impact;

(2) The alternative transportation system fee is plan based (i.e., mobility plan);

(3) The local government issuing the building permit is the entity responsible for collection of a fee assessed under an alternative transportation system; and

(4) The alternative transportation system methodology shall establish a system for assigning mitigation between the county and municipality.

The amendments in HB 479 further stipulate that if a local government does not adopt an interlocal agreement by October 1st, 2025, then the alternative transportation fee assignment between a county and a municipality shall:

(1) Either be based on a developer traffic study, or the mobility plan adopted by the county or municipality; and

(2) If an interlocal is not entered into between the county and a municipality, the developer is entitled to receive a 10% discount on the assessed alternative transportation mitigation; and

(3) Upon completion of the study or plan, the county or city must distribute funds collected to the other entity within 60 days from the date of collection.

The provision for a developer study and a 10% reduction are not required for counties and municipalities that already have an interlocal agreement that complies with HB 479; unless either a county or municipality elects to terminate the interlocal agreement. Once the agreement is terminated, then the county and municipality are both bound to the coordination requirements for an interlocal agreement and that the apportionment of funds between the county and municipality is subject to either a developer traffic study or the adopted local government mobility plan after October 1st, 2025.

The City of DeBary and Palm Beach County currently have an interlocal agreement that stipulates the City will collect the County's transportation impact fee. Upon adoption of a City mobility fee, the City may notify the County that it intends to no longer collect the County's transportation impact fee and may enter into an updated interlocal agreement with the County to address impacts on County Roads.

The City's Mobility Plan update and its draft Mobility Fee address impact to City, County, and State Roads. The share of Mobility Plan projects on County Roads is roughly 5% of the overall City Mobility Plan. The implementing ordinance will stipulate that the update of the Mobility Plan and Mobility Fee should start no later than four years from the date of adoption and be adopted within five years from the last update. Thus, the share of County projects may change in the future as part of updates to the Plan and Fee.

Should the City elect to move forward with its Mobility Fee, it should send notice to the County that they will no longer require development to pay the County's transportation impact fee. All transportation related mitigation fees would be paid to the City within the limits of the mobility plan and fee study area. Outside of the study area, the City would still collect the County fee and implement transportation concurrency until such time as the City elects to develop and adopt a Citywide Mobility Plan and Fee.

The City would provide the County with a new interlocal agreement to reflect HB 479. Note, the City of Palm Beach Gardens has already notified the County that is would no longer collect the County's transportation impact fee or implement transportation concurrency within the areas of the City east of the Beeline Highway where that City has adopted a Mobility Plan and Mobility Fee. NUE Urban Concepts is assisting the City with development of a Citywide Mobility Plan and Mobility Fee.

The City of West Palm Beach has provided notice to the County that it no longer intends to collect the County's transportation impact fee. The City has indicated that they intend to develop a City Mobility Plan and Mobility Fee. It is recommended that the City's legal counsel reach out to the legal counsel for Palm Beach Gardens and West Palm Beach prior to taking any formal action.

Once the City determines if it wants to move forward with an update of its Mobility Plan and adoption of a Mobility Fee, it should formally notify the County that it intends to adopt a Mobility Plan and Mobility Fee within the Mobility Study Area, and that the City intends to only collect its Mobility Fee. The notice should also state that the City will work in a cooperative manner to advance the Mobility Plan projects on County Roads within the City and provide a share of funding equivalent to the share of cost the projects represent in comparison to all of the projects identified in the City's Mobility Plan.

If the City were to move forward with a Mobility Plan and Mobility Fee for the remainder of the City, there would be a need for additional travel demand modeling, origin and destination analysis, and updated traffic counts on City, County, and State Roads. The ITE Trip Generation Manual is also being updated in summer of 2025. The City, as part of the mobility plan and mobility fee, may want to consider collecting city specific trip generation rates or time any update to coincide with new trip generation rates. It should be noted that the majority of major roads west of the Mobility Study Area are County Roads and that a larger share of collected Mobility Fees would likely need to be allocated to the County.

Upon review of the updated Mobility Plan and proposed Mobility Fee, should the City elect to move forward, it would need to develop an implementing ordinance for the Mobility Plan and Mobility Fee. The City's Comprehensive Plan will need to be amended to reflect the Mobility Plan and Mobility Fee.

The City would need to send notice to the County of its intent related to the Mobility Plan and Mobility Fee. The City would also want to start discussions with the County on development of a new interlocal agreement related to the Mobility Fee and the share to be set aside for the funding of County projects identified in the Mobility Plan.

NUE Urban Concepts has assisted the Cities of Longwood and Oviedo develop a mobility plan and mobility fee to replace Seminole County's mobility fee. In 2023, Indiantown and Martin County agreed to a 70% Village and a 30% County mobility fee, and the County agreed to spend the 30% in the Village on County Roads based on the mobility plan and mobility fee developed by NUE Urban Concepts. Altamonte Springs and Port St. Lucie are having NUE Urban update the mobility plans and fees, both of the adopted versions were developed by NUE Urban, to update their interlocal agreements with their respective Counties. The Village of Palm Springs and the City of Palm Beach Gardens have engaged NUE Urban to develop or update their plans and fees to implement HB 479.

The adoption of HB 479 provides the City with the opportunity to adopt a Mobility Fee, based on an updated Mobility Plan, within the Mobility Study Area. The City would determine how, where, and when Mobility Fee are expended within the City. Development within the City has contributed substantial transportation impact fees to the County over the last 20 plus years with few improvements constructed within the City relative to the amount of fees paid by new development. Adoption of a Mobility Fee would provide the City with the opportunity to ensure fees paid by new development are expended with the City to the benefit of City residents and businesses that paid the Mobility Fee.

Sincerely,



Jonatan B. Paul, AICP Principal
NUE Urban Concepts, LLC

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

Proposed Ordinance No. 25-002- Second Reading- An Ordinance of the City of Boynton Beach, Florida, amending Code of Ordinances Part III, "Land Development Regulations," Chapter 1, "General Administration," Article II, "Definitions," and Chapter 2, "Land Development Process," Article VI, "Impact and Selected Fees," Section 7, "Palm Beach County Fees" and establishing Section 10, "Mobility Fees;" providing for update of definitions; providing for repeal of the collection of County road impact fees within the mobility fee assessment area; providing for collection of mobility fees within the mobility fee assessment area; providing for authority; setting forth general provisions for mobility fees, definitions, purpose, the mobility fee technical report, and rules of construction; providing for imposition and a mobility fee schedule; providing for establishment of a mobility fee assessment area; providing for the process for review of alternative and special fee determinations, credits, establishment of a mobility fee benefit district, fund accounts, expenditures, refunds, effects on land development regulations, development of an administrative procedures and service charges, requirements for annual reporting, review and updates, agreements, interlocal agreements, vested rights, and penalties for violations; providing for conflicts; providing for severability; providing for scrivener's errors; providing for liberal interpretation; providing for modifications; providing for conflicts, severability and an effective date.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☒ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

See Above.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

4. Additional information the governing body deems useful (if any):

Select Year: 2024 Go

The 2024 Florida Statutes

Title XI
COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS

Chapter 163
INTERGOVERNMENTAL PROGRAMS

View Entire Chapter

163.3180 Concurrency.—

(1) Sanitary sewer, solid waste, drainage, and potable water are the only public facilities and services subject to the concurrency requirement on a statewide basis. Additional public facilities and services may not be made subject to concurrency on a statewide basis without approval by the Legislature; however, any local government may extend the concurrency requirement so that it applies to additional public facilities within its jurisdiction.

(a) If concurrency is applied to other public facilities, the local government comprehensive plan must provide the principles, guidelines, standards, and strategies, including adopted levels of service, to guide its application. In order for a local government to rescind any optional concurrency provisions, a comprehensive plan amendment is required. An amendment rescinding optional concurrency issues shall be processed under the expedited state review process in s. 163.3184(3), but the amendment is not subject to state review and is not required to be transmitted to the reviewing agencies for comments, except that the local government shall transmit the amendment to any local government or government agency that has filed a request with the governing body and, for municipal amendments, the amendment shall be transmitted to the county in which the municipality is located. For informational purposes only, a copy of the adopted amendment shall be provided to the state land planning agency. A copy of the adopted amendment shall also be provided to the Department of Transportation if the amendment rescinds transportation concurrency and to the Department of Education if the amendment rescinds school concurrency.

(b) The local government comprehensive plan must demonstrate, for required or optional concurrency requirements, that the levels of service adopted can be reasonably met. Infrastructure needed to ensure that adopted level-of-service standards are achieved and maintained for the 5-year period of the capital improvement schedule must be identified pursuant to the requirements of s. 163.3177(3). The comprehensive plan must include principles, guidelines, standards, and strategies for the establishment of a concurrency management system.

(2) Consistent with public health and safety, sanitary sewer, solid waste, drainage, adequate water supplies, and potable water facilities shall be in place and available to serve new development no later than the issuance by the local government of a certificate of occupancy or its functional equivalent. Prior to approval of a building permit or its functional equivalent, the local government shall consult with the applicable water supplier to determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of issuance by the local government of a certificate of occupancy or its functional equivalent. A local government may meet the concurrency requirement for sanitary sewer through the use of onsite sewage treatment and disposal systems approved by the Department of Environmental Protection to serve new development.

(3) Governmental entities that are not responsible for providing, financing, operating, or regulating public facilities needed to serve development may not establish binding level-of-service standards on governmental entities that do bear those responsibilities.

(4) The concurrency requirement as implemented in local comprehensive plans applies to state and other public facilities and development to the same extent that it applies to all other facilities and development, as provided by law.

(5)(a) If concurrency is applied to transportation facilities, the local government comprehensive plan must provide the principles, guidelines, standards, and strategies, including adopted levels of service to guide its application.

(b) Local governments shall use professionally accepted studies to evaluate the appropriate levels of service. Local governments should consider the number of facilities that will be necessary to meet level-of-service demands when determining the appropriate levels of service. The schedule of facilities that are necessary to meet the adopted level of service shall be reflected in the capital improvement element.

(c) Local governments shall use professionally accepted techniques for measuring levels of service when evaluating potential impacts of a proposed development.

(d) The premise of concurrency is that the public facilities will be provided in order to achieve and maintain the adopted level of service standard. A comprehensive plan that imposes transportation concurrency shall contain appropriate amendments to the capital improvements element of the comprehensive plan, consistent with the requirements of s. 163.3177(3). The capital improvements element shall identify facilities necessary to meet adopted levels of service during a 5-year period.

(e) If a local government applies transportation concurrency in its jurisdiction, it is encouraged to develop policy guidelines and techniques to address potential negative impacts on future development:

1. In urban infill and redevelopment, and urban service areas.
2. With special part-time demands on the transportation system.
3. With de minimis impacts.
4. On community desired types of development, such as redevelopment, or job creation projects.

(f) Local governments are encouraged to develop tools and techniques to complement the application of transportation concurrency such as:

1. Adoption of long-term strategies to facilitate development patterns that support multimodal solutions, including urban design, and appropriate land use mixes, including intensity and density.
2. Adoption of an areawide level of service not dependent on any single road segment function.
3. Exempting or discounting impacts of locally desired development, such as development in urban areas, redevelopment, job creation, and mixed use on the transportation system.
4. Assigning secondary priority to vehicle mobility and primary priority to ensuring a safe, comfortable, and attractive pedestrian environment, with convenient interconnection to transit.
5. Establishing multimodal level of service standards that rely primarily on nonvehicular modes of transportation where existing or planned community design will provide adequate level of mobility.
6. Reducing impact fees or local access fees to promote development within urban areas, multimodal transportation districts, and a balance of mixed-use development in certain areas or districts, or for affordable or workforce housing.

(g) Local governments are encouraged to coordinate with adjacent local governments for the purpose of using common methodologies for measuring impacts on transportation facilities.

(h)1. Local governments that continue to implement a transportation concurrency system, whether in the form adopted into the comprehensive plan before the effective date of the Community Planning Act, chapter 2011-139, Laws of Florida, or as subsequently modified, must:

a. Consult with the Department of Transportation when proposed plan amendments affect facilities on the strategic intermodal system.

b. Exempt public transit facilities from concurrency. For the purposes of this sub-subparagraph, public transit facilities include transit stations and terminals; transit station parking; park-and-ride lots; intermodal public transit connection or transfer facilities; fixed bus, guideway, and rail stations; and airport passenger terminals and concourses, air cargo facilities, and hangars for the assembly, manufacture, maintenance, or storage of aircraft. As used in this sub-subparagraph, the terms "terminals" and "transit facilities" do not include seaports or commercial or residential development constructed in conjunction with a public transit facility.

c. Allow an applicant for a development-of-regional-impact development order, development agreement, rezoning, or other land use development permit to satisfy the transportation concurrency requirements of the local comprehensive plan, the local government's concurrency management system, and s. 380.06, when applicable, if:

(I) The applicant in good faith offers to enter into a binding agreement to pay for or construct its proportionate share of required improvements in a manner consistent with this subsection. The agreement must provide that after an applicant makes its contribution or constructs its proportionate share pursuant to this sub-sub-subparagraph, the project shall be considered to have mitigated its transportation impacts and be allowed to proceed if the applicant has satisfied all other local government development requirements for the project.

(II) The proportionate-share contribution or construction is sufficient to accomplish one or more mobility improvements that will benefit a regionally significant transportation facility. A local government may accept contributions from multiple applicants for a planned improvement if it maintains contributions in a separate account designated for that purpose. A local government may not prevent a single applicant from proceeding after the applicant has satisfied its proportionate-share requirement if the applicant has satisfied all other local government development requirements for the project.

d. Provide the basis upon which the landowners will be assessed a proportionate share of the cost addressing the transportation impacts resulting from a proposed development.

2. An applicant shall not be held responsible for the additional cost of reducing or eliminating deficiencies. When an applicant contributes or constructs its proportionate share pursuant to this paragraph, a local government may not require payment or construction of transportation facilities whose costs would be greater than a development's proportionate share of the improvements necessary to mitigate the development's impacts.

a. The proportionate-share contribution shall be calculated based upon the number of trips from the proposed development expected to reach roadways during the peak hour from the stage or phase being approved, divided by the change in the peak hour maximum service volume of roadways resulting from construction of an improvement necessary to maintain or achieve the adopted level of service, multiplied by the construction cost, at the time of development payment, of the improvement necessary to maintain or achieve the adopted level of service.

b. In using the proportionate-share formula provided in this subparagraph, the applicant, in its traffic analysis, shall identify those roads or facilities that have a transportation deficiency in accordance with the transportation deficiency as defined in subparagraph 4. The proportionate-share formula provided in this subparagraph shall be applied only to those facilities that are determined to be significantly impacted by the project traffic under review. If any road is determined to be transportation deficient without the project traffic under review, the costs of correcting that deficiency shall be removed from the project's proportionate-share calculation and the necessary transportation improvements to correct that deficiency shall be considered to be in place for purposes of the proportionate-share calculation. The improvement necessary to correct the transportation deficiency is the funding responsibility of the entity that has maintenance responsibility for the facility. The development's proportionate share shall be calculated only for the needed transportation improvements that are greater than the identified deficiency.

c. When the provisions of subparagraph 1. and this subparagraph have been satisfied for a particular stage or phase of development, all transportation impacts from that stage or phase for which mitigation was required and provided shall be deemed fully mitigated in any transportation analysis for a subsequent stage or phase of development. Trips from a previous stage or phase that did not result in impacts for which mitigation was required or provided may be cumulatively analyzed with trips from a subsequent stage or phase to determine whether an impact requires mitigation for the subsequent stage or phase.

d. In projecting the number of trips to be generated by the development under review, any trips assigned to a toll-financed facility shall be eliminated from the analysis.

e. The applicant shall receive a credit on a dollar-for-dollar basis for impact fees, mobility fees, and other transportation concurrency mitigation requirements paid or payable in the future for the project. The credit shall be reduced up to 20 percent by the percentage share that the project's traffic represents of the added capacity of the selected improvement, or by the amount specified by local ordinance, whichever yields the greater credit.

3. This subsection does not require a local government to approve a development that, for reasons other than transportation impacts, is not qualified for approval pursuant to the applicable local comprehensive plan and land development regulations.

4. As used in this subsection, the term "transportation deficiency" means a facility or facilities on which the adopted level-of-service standard is exceeded by the existing, committed, and vested trips, plus additional projected background trips from any source other than the development project under review, and trips that are forecast by established traffic standards, including traffic modeling, consistent with the University of Florida's Bureau of Economic and Business Research medium population projections. Additional projected background trips are to be coincident with the particular stage or phase of development under review.

(i) If a local government elects to repeal transportation concurrency, the local government may adopt an alternative transportation system that is mobility-plan and fee-based or an alternative transportation system that is not mobility-plan and fee-based. The local government may not use an alternative transportation system to deny, time, or phase an application for site plan approval, plat approval, final subdivision approval, building permits, or the functional equivalent of such approvals provided that the developer agrees to pay for the development's identified transportation impacts via the funding mechanism implemented by the local government. The revenue from the funding mechanism used in the alternative transportation system must be used to implement the needs of the local government's plan which serves as the basis for the fee imposed. An alternative transportation system must comply with s. 163.31801 governing impact fees. An alternative transportation system may not impose upon new development any responsibility for funding an existing transportation deficiency as defined in paragraph (h).

(j)1. If a county and municipality charge the developer of a new development or redevelopment a fee for transportation capacity impacts, the county and municipality must create and execute an interlocal agreement to coordinate the mitigation of their respective transportation capacity impacts.

2. The interlocal agreement must, at a minimum:

a. Ensure that any new development or redevelopment is not charged twice for the same transportation capacity impacts.

b. Establish a plan-based methodology for determining the legally permissible fee to be charged to a new development or redevelopment.

c. Require the county or municipality issuing the building permit to collect the fee, unless agreed to otherwise.

d. Provide a method for the proportionate distribution of the revenue collected by the county or municipality to address the transportation capacity impacts of a new development or redevelopment, or provide a method of assigning responsibility for the mitigation of the transportation capacity impacts belonging to the county and the municipality.

3. By October 1, 2025, if an interlocal agreement is not executed pursuant to this paragraph:

a. The fee charged to a new development or redevelopment shall be based on the transportation capacity impacts apportioned to the county and municipality as identified in the developer's traffic impact study or the mobility plan adopted by the county or municipality.

b. The developer shall receive a 10 percent reduction in the total fee calculated pursuant to sub-subparagraph a.

c. The county or municipality issuing the building permit must collect the fee charged pursuant to sub-subparagraphs a. and b. and distribute the proceeds of such fee to the county and municipality within 60 days after the developer's payment.

4. This paragraph does not apply to:

a. A county as defined in s. 125.011(1).

b. A county or municipality that has entered into, or otherwise updated, an existing interlocal agreement, as of October 1, 2024, to coordinate the mitigation of transportation impacts. However, if such existing interlocal agreement is terminated, the affected county and municipality that have entered into the agreement shall be subject to the requirements of this paragraph unless the county and municipality mutually agree to extend the existing interlocal agreement before the expiration of the agreement.

(6)(a) Local governments that apply concurrency to public education facilities shall include principles, guidelines, standards, and strategies, including adopted levels of service, in their comprehensive plans and interlocal agreements. The choice of one or more municipalities to not adopt school concurrency and enter into the interlocal agreement does not preclude implementation of school concurrency within other jurisdictions of the school district if the county and one or more municipalities have adopted school concurrency into their comprehensive plan and interlocal agreement that represents at least 80 percent of the total countywide population. All local government provisions included in comprehensive plans regarding school concurrency within a county must be consistent with each other and the requirements of this part.

(b) Local governments and school boards imposing school concurrency shall exercise authority in conjunction with each other to establish jointly adequate level-of-service standards necessary to implement the adopted local government comprehensive plan, based on data and analysis.

(c) Public school level-of-service standards shall be included and adopted into the capital improvements element of the local comprehensive plan and shall apply districtwide to all schools of the same type. Types of schools may include elementary, middle, and high schools as well as special purpose facilities such as magnet schools.

(d) Local governments and school boards may utilize tiered level-of-service standards to allow time to achieve an adequate and desirable level of service as circumstances warrant.

(e) A school district that includes relocatable facilities in its inventory of student stations shall include the capacity of such relocatable facilities as provided in s. 1013.35(2)(b)2.f., provided the relocatable facilities were purchased after 1998 and the relocatable facilities meet the standards for long-term use pursuant to s. 1013.20.

(f)1. In order to balance competing interests, preserve the constitutional concept of uniformity, and avoid disruption of existing educational and growth management processes, local governments are encouraged, if they elect to adopt school concurrency, to apply school concurrency to development on a districtwide basis so that a concurrency determination for a specific development will be based upon the availability of school capacity districtwide.

2. If a local government elects to apply school concurrency on a less than districtwide basis, by using school attendance zones or concurrency service areas:

a. Local governments and school boards shall have the burden to demonstrate that the utilization of school capacity is maximized to the greatest extent possible in the comprehensive plan and amendment, taking into account transportation costs and court-approved desegregation plans, as well as other factors. In addition, in order to achieve concurrency within the service area boundaries selected by local governments and school boards, the service area boundaries, together with the standards for establishing those boundaries, shall be identified and included as supporting data and analysis for the comprehensive plan.

b. Where school capacity is available on a districtwide basis but school concurrency is applied on a less than districtwide basis in the form of concurrency service areas, if the adopted level-of-service standard cannot be met in a particular service area as applied to an application for a development permit and if the needed capacity for the particular service area is available in one or more contiguous service areas, as adopted by the local government, then the local government may not deny an application for site plan or final subdivision approval or the functional equivalent for a development or phase of a development on the basis of school concurrency, and if issued, development impacts shall be subtracted from the contiguous service area's capacity totals. Students from the development may not be required to go to the adjacent service area unless the school board rezones the area in which the development occurs.

(g) The premise of concurrency is that the public facilities will be provided in order to achieve and maintain the adopted level-of-service standard. A comprehensive plan that imposes school concurrency shall contain appropriate amendments to the capital improvements element of the comprehensive plan, consistent with the requirements of s. 163.3177(3). The capital improvements element shall identify facilities necessary to meet adopted levels of service during a 5-year period consistent with the school board's educational facilities plan.

(h)1. In order to limit the liability of local governments, a local government may allow a landowner to proceed with development of a specific parcel of land notwithstanding a failure of the development to satisfy school concurrency, if all the following factors are shown to exist:

a. The proposed development would be consistent with the future land use designation for the specific property and with pertinent portions of the adopted local plan, as determined by the local government.

b. The local government's capital improvements element and the school board's educational facilities plan provide for school facilities adequate to serve the proposed development, and the local government or school board has not implemented that element or the project includes a plan that demonstrates that the capital facilities needed as a result of the project can be reasonably provided.

c. The local government and school board have provided a means by which the landowner will be assessed a proportionate share of the cost of providing the school facilities necessary to serve the proposed development.

2. If a local government applies school concurrency, it may not deny an application for site plan, final subdivision approval, or the functional equivalent for a development or phase of a development authorizing residential development for failure to achieve and maintain the level-of-service standard for public school capacity in a local school concurrency management system where adequate school facilities will be in place or under actual construction within 3 years after the issuance of final subdivision or site plan approval, or the functional equivalent. School concurrency is deemed satisfied when the developer tenders a written, legally binding commitment to provide mitigation proportionate to the demand for public school facilities to be created by actual development of the property, including, but not limited to, the options described in sub-subparagraph a. The district school board shall notify the local government that capacity is available for the development within 30 days after receipt of the developer's legally binding commitment. Options for proportionate-share mitigation of impacts on public school facilities must be established in the comprehensive plan and the interlocal agreement pursuant to s. 163.31777.

a. Appropriate mitigation options include the contribution of land; the construction, expansion, or payment for land acquisition or construction of a public school facility; the construction of a charter school that complies with the requirements of s. 1002.33(18); or the creation of mitigation banking based on the construction of a public school facility in exchange for the right to sell capacity credits. Such options must include execution by the applicant and the local government of a development agreement that constitutes a legally binding commitment to pay proportionate-share mitigation for the additional residential units approved by the local government in a development order and actually developed on the property, taking into account residential density allowed on the property prior to the plan amendment that increased the overall residential density. The district school board must be a party to such an agreement. As a condition of its entry into such a development agreement, the local government may require the landowner to agree to continuing renewal of the agreement upon its expiration.

b. If the interlocal agreement and the local government comprehensive plan authorize a contribution of land; the construction, expansion, or payment for land acquisition; the construction or expansion of a public school facility, or a portion thereof; or the construction of a charter school that complies with the requirements of s. 1002.33(18), as proportionate-share mitigation, the local government shall credit such a contribution, construction, expansion, or payment toward any other impact fee or exaction imposed by local ordinance for public educational facilities, on a dollar-for-dollar basis at fair market value. The credit must be based on the total impact fee assessed and not on the impact fee for any particular type of school.

c. Any proportionate-share mitigation must be directed by the school board toward a school capacity improvement identified in the 5-year school board educational facilities plan or must be set aside and not spent until such an improvement has been identified that satisfies the demands created by the development in accordance with a binding developer's agreement.

3. This paragraph does not limit the authority of a local government to deny a development permit or its functional equivalent pursuant to its home rule regulatory powers, except as provided in this part.

(i) When establishing concurrency requirements for public schools, a local government must enter into an interlocal agreement that satisfies the requirements in ss. 163.3177(6)(h)1. and 2. and 163.31777 and the requirements of this subsection. The interlocal agreement shall acknowledge both the school board's constitutional and statutory obligations to provide a uniform system of free public schools on a countywide basis, and the land use authority of local governments, including their authority to approve or deny comprehensive plan amendments and development orders. The interlocal agreement shall meet the following requirements:

1. Establish the mechanisms for coordinating the development, adoption, and amendment of each local government's school concurrency related provisions of the comprehensive plan with each other and the plans of the school board to ensure a uniform districtwide school concurrency system.

2. Specify uniform, districtwide level-of-service standards for public schools of the same type and the process for modifying the adopted level-of-service standards.

3. Define the geographic application of school concurrency. If school concurrency is to be applied on a less than districtwide basis in the form of concurrency service areas, the agreement shall establish criteria and standards for the establishment and modification of school concurrency service areas. The agreement shall ensure maximum utilization of school capacity, taking into account transportation costs and court-approved desegregation plans, as well as other factors.

4. Establish a uniform districtwide procedure for implementing school concurrency which provides for:

a. The evaluation of development applications for compliance with school concurrency requirements, including information provided by the school board on affected schools, impact on levels of service, and programmed improvements for affected schools and any options to provide sufficient capacity;

b. An opportunity for the school board to review and comment on the effect of comprehensive plan amendments and rezonings on the public school facilities plan; and

c. The monitoring and evaluation of the school concurrency system.

5. A process and uniform methodology for determining proportionate-share mitigation pursuant to paragraph (h).

(j) This subsection does not limit the authority of a local government to grant or deny a development permit or its functional equivalent prior to the implementation of school concurrency.

History.—s. 8, ch. 93-206; s. 12, ch. 95-341; s. 3, ch. 96-416; s. 1, ch. 97-253; s. 5, ch. 98-176; s. 4, ch. 99-378; s. 2, ch. 2002-13; s. 6, ch. 2002-296; s. 5, ch. 2005-290; s. 11, ch. 2005-291; s. 18, ch. 2006-1; s. 3, ch. 2006-220; s. 3, ch. 2006-252; s. 11, ch. 2007-196; s. 2, ch. 2007-198; s. 3, ch. 2007-204; s. 5, ch. 2009-85; s. 4, ch. 2009-96; s. 17, ch. 2010-5; s. 1, ch. 2010-33; s. 4, ch. 2011-14; s. 15, ch. 2011-139; s. 7, ch. 2012-99; s. 1, ch. 2013-78; s. 4, ch. 2019-165; s. 28, ch. 2020-150; s. 1, ch. 2022-122; s. 2, ch. 2024-266.

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City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/18/2025

Discussion regarding Workforce Housing and Affordable Housing.

Requested Action: Requested by Vice Mayor Kelley.

Explanation of Request: At the request of Vice Mayor Aimee Kelley, staff will present an overview of City's affordable housing initiatives, including the current Workforce Housing Program and existing and potential incentives to encourage the construction of affordable housing projects.

How will this affect city programs or services? NA

Account Line Item and Description: NA

Fiscal Impact: NA

Attachments:
10. A Workforce and Affordable Discussion Presentation.pptx

CITY OF BOYNTON BEACH

WORKFORCE HOUSING AND AFFORDABLE HOUSING DISCUSSION

FEBRUARY 18, 2025

COMPLETED AFFORDABLE HOUSING DEVELOPMENTS

1. Heart of Boynton Village South
   - Affordable Units: 100
   - Status: Completed

2. Heart of Boynton Village North
   - Affordable Units: 24
   - Status: Completed

3. Ocean Breeze East
   - Affordable Units: 123
   - Status: Completed





APPROVED WORKFORCE HOUSING DEVELOPMENTS

1. Pulte Cottage District, 41 Units



2. The Pierce, 150 units



572 Units

3. The Dune, 119 units



4. The Dune Residences, 15 units



WORKFORCE HOUSING PROGRAM



Voluntary City-Wide Program

- **Building Program**
  - Tailored towards WFH Developers
  - Incentivized by density/height/FAR bonus
  - Goal: Private investment and construction of units
  - Required to provide a % of overall units as WFH (10%-20% based on location)
- **In-Lieu of Building Program**
  - Tailored towards Market Rate Developers
  - Incentivized by density/height/FAR bonus
  - Option 1: Payment In-Lieu
    - **Goal: Use the Boynton Beach Housing Trust Fund to implement WFH initiatives**
    - Required to contribute a fee for bonus units utilized (up to 25%).
    - For sale units: from $82,986 | For rent units: from $36,760

WORKFORCE HOUSING PROGRAM



- Option 2: Donation of Land to the City
  - Goal: Acquire land that can be used for future affordable housing development.
  - Requires the land to be deeded to the City.
- Option 3: Off-Site Construction
  - Goal: Offer developers flexibility in meeting workforce housing requirements, while promoting affordable housing across diverse locations within the City.
- Option 4: Purchase Market Rate Units Option
  - Goal: Offer developers flexibility in meeting workforce housing requirements, while promoting affordable housing across diverse locations within the City.
  - Requires the purchase an equivalent number of approved market rate units to be deeded to the city or sold to eligible households.

WHAT IS THE BOYNTON BEACH HOUSING TRUST FUND?

A trust created as a depository for in-lieu of payments, donated land, or housing units for the purpose of providing workforce housing units.

The Workforce Housing Program requires the contributions to be utilized to subsidize the creation of workforce housing within the city.



POTENTIAL HOUSING INITIATIVES / PROGRAMS / INCENTIVES

1. Subsidize for-sale workforce / affordable development.
2. Down Payment Assistance Program.
3. Land acquisition for workforce / affordable single family homes.
4. Fee Reduction Program.
5. Rental Assistance Program
6. Subsidize other housing needs - senior housing, veterans housing, adults with disabilities housing


CITY OF
BOYNTON
BEACH

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/18/2025

Discussion regarding Miner Road Extension by Palm Beach County.

Requested Action: Requested by Vice Mayor Kelley.

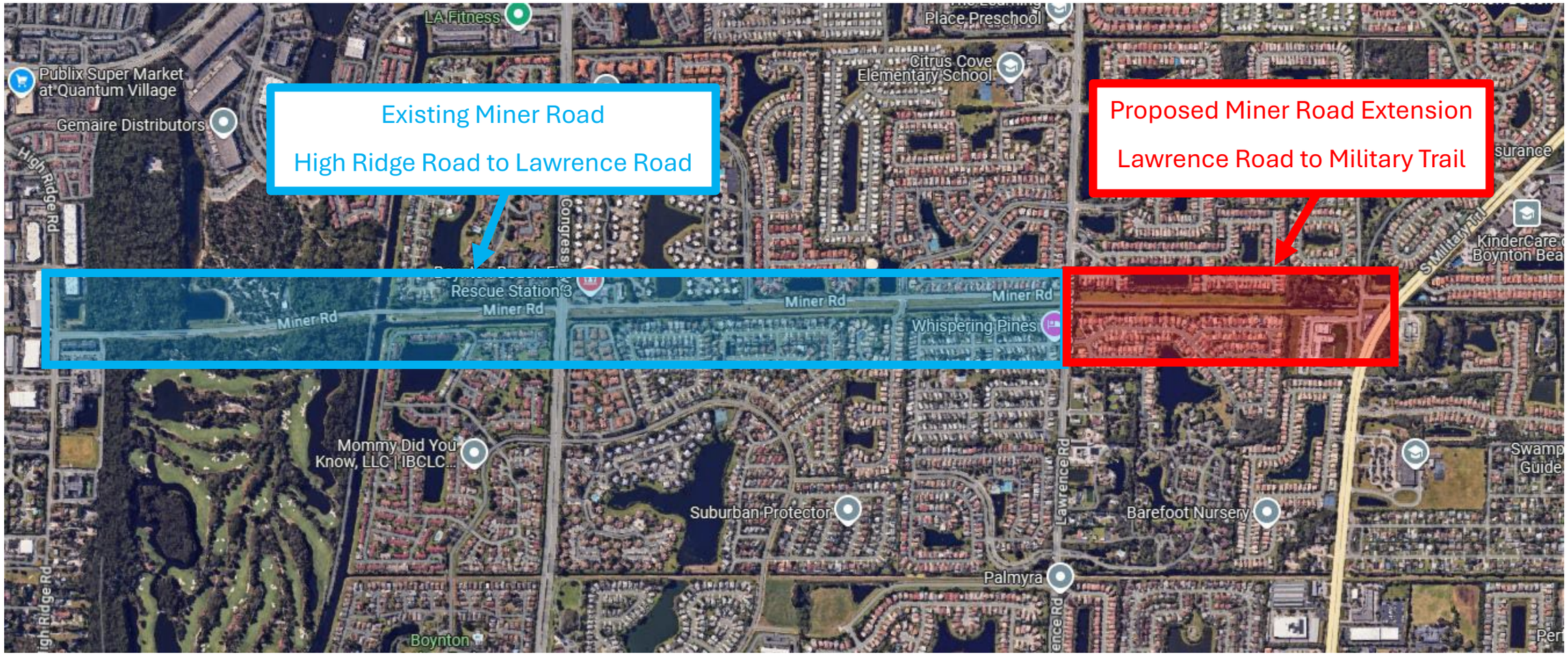
Explanation of Request: Currently; Miner Road is slated to begin right of way acquisition in fiscal year 2025 and construction in fiscal year 2027 as adopted in Palm Beach County's five (5) year road program,

How will this affect city programs or services? NA

Account Line Item and Description: NA

Fiscal Impact: NA

Attachments:
Miner Road Site Map.pdf
Miner Road Site Map Enlarged.pdf
PBC 5YRP Annual Update - FY25.pdf
Letter to PBC from Commissioner Kelley
Traffic Volume Data


Existing Miner Road
High Ridge Road to Lawrence Road
Proposed Miner Road Extension
Lawrence Road to Military Trail
LA Fitness
Publix Super Market at Quantum Village
Gemaire Distributors
Citrus Cove Elementary School
Place Preschool
High Ridge Rd
Congress
Miner Rd
Rescue Station 3
Whispering Pines
Mommy Did You Know, LLC | IBCLC...
Suburban Protector
Lawrence Rd
Barefoot Nursery
Palmyra
Boynton
KinderCare
Swamp Guide


Proposed Miner Road Extension
Lawrence Road to Military Trail
Executive Cir
Knollwood Park
Pomelo Blvd
Sunset Cay Cir
Sun Up Trail
Old Military Trl
Palm Gate Dr
S Military Trl
Key Lime Blvd
J Baron Technologies
Spirit of Excellence Mobile Detailing
Trovita Blvd
Shaddock Dr
Al Amin Center
Gateway
Miner Rd
Lawrence Rd
Old Military Trail
80th St S
Power Clean Pressure Cleaning
Aros Cir
Manor Forest Blvd
Manor Forest Ln
Lawrence Oaks
New Moon Pkwy
Franklin Academy
DEAD END MOBILE ORBEEZ...
Manor Forest
Brad's Car Service Inc
Manor Forest Way
Hallmark Cir
KB Hair Design
Manor Forest Blvd
Sun Tint Florida
Norgen Tree and Landscape
Kenskill Cir

PALM BEACH COUNTY FIVE-YEAR ROAD PROGRAM - EXHIBIT A

Annual Update - FISCAL YEAR 2025 (Approved)

PROJECT	LIMITS	DESCRIPTION	FY 2025		FY 2026		FY 2027		FY 2028		FY 2029	
			Cost	Phase	Cost	Phase	Cost	Phase	Cost	Phase	Cost	Phase
Lyons Rd.	Atlantic Ave. to S. of Flavor Pict Rd.	2.4 mi., 4 L			16,100	C						
Lyons Rd.	Boynton Beach Blvd. to Hypoluxo Rd.	1.7 mi., 6L					4,000	D				
Lyons Rd.	S. of Flavor Pict Rd. to Boynton Beach Blvd.	3.0 mi., 4 L	7,500	C								
Lyons Rd.	S. of L.W.D.D. L-11 Canal to N. of L.W.D.D. L-10 Canal	0.6 mi, 3 L									100	S/D
Lyons Rd.	SW 18th St. to Palmetto Park Rd.	1.3 mi., 6 L							3,400	D		
Melaleuca Lane	Jog Rd.	Intersection Improvements	500	C								
Miner Rd.	Military Trail to Lawrence Rd.	0.6 mi., 3 L	1,000	R			2,200	C				
Northlake Blvd.	E. of Seminole Pratt Whitney Rd. to E. of Hall Blvd.	1.0 mi., 4/6 L	1,400	D/C								
Northlake Blvd.	E. of Hall Blvd. to Coconut Blvd.	2.4 mi., 4/6 L	12,400	D/C								
Okeechobee Blvd.	Haverhill Rd.	Intersection Improvements (Add NB RTL & Ext. NB LTLs)	300	C								
Okeechobee Blvd.	Jog Road	Intersection Improvements	300	R/C								
Okeechobee Blvd.	Seminole Pratt Whitney Rd. to Folsom Road	4.0 mi., 4 L Study to determine Feasibility of design, permitting, and construction of any necessary requirements.					2,400	S/D				
Old Dixie Hwy.	Yamato Rd. to S. of Linton Blvd.	3.0 mi, 3 L			32,000	R/C						
Palmetto Park Rd.	Lyons Rd.	Intersection Improvements	700	D/R			2,900	C				
Park Ave.	E of Congress Ave to Old Dixie Hwy	0.6 mi., 3 L	1,400	D/R							7,500	C
Prosperity Farms Rd.	800' N of Northlake Blvd. to Donald Ross Rd.	Construct (6 mi.,) 4' wide designated bike lanes	1,000	D			7,700	C				
Recording Fees	Countywide	Right-of-Way	20	R	20	R	20	R	20	R	20	R
Reserve-Bridges/Structures/Culverts/Pipes	Countywide	Rehab./Repair/Replacement	1,850	D/R/M/C	3,000	D/R/M/C	500	D/R/M/C	500	D/R/M/C	500	D/R/M/C
Reserve-Drainage	Countywide	Study, Design, R/W, Mitigation & Construction	950	S/D/R/M/C	500	S/D/R/M/C	500	S/D/R/M/C	500	S/D/R/M/C	500	S/D/R/M/C
Reserve-Intersections	Countywide	Design, R/W, Mitigation & Construction	12,550	D/R/M/C	6,100	D/R/M/C	10,000	D/R/M/C	1,010	D/R/M/C	1,000	D/R/M/C
Reserve - Beautification	Unincorporated Area O.T.I.S. Program	Design & Construction	50	D/C	100	D/C	100	D/C	100	D/C	100	D/C
Reserve-Pavement Markings	Countywide	Pavement Markings	400	D/R/C	400	D/R/C	400	D/R/C	400	D/R/C	400	D/R/C
Reserve-Study/Plans/Align.	Countywide	Study, Design & Mitigation	300	S/D/M	300	S/D/M	300	S/D/M	300	S/D/M	300	S/D/M
Reserve-Railroad Crossings	Countywide	Rehabilitation/Upgrade	1,000	D/C/P	600	D/C/P	600	D/C/P	600	D/C/P	600	D/C/P
Reserve-Resurfacing	Countywide	Resurfacing	2,000	D/RC	2,000	D/RC	2,000	D/RC	2,000	D/RC	2,000	D/RC
Reserve-R/W	Countywide	Land Acquisition	300	R	300	R	300	R	300	R	300	R
Reserve-Traffic Calming	Countywide	Minor Improvements	60	D/C	60	D/C	60	D/C	60	D/C	60	D/C
Reserve-Traffic Signals	Countywide	Rehabilitation/Upgrade	400	D/C	400	D/C	400	D/C	400	D/C	400	D/C
Roebuck Rd.	S.R. 7 to Jog Rd.	3.0 mi., 4 L									100	D/M
Royal Palm Beach Blvd.	N. of Persimmon Blvd. to N. of M Canal	1.1 mi., 5 L					12,000	C				
Royal Palm Beach Blvd.	M Canal to S. of Orange Blvd.	1.0 mi., 5 L	8,000	C	3,000	C						
Royal Palm Beach Blvd. / Orange Blvd. / Coconut Blvd.	S. of Orange Blvd. to S. of 78th Place North	1.6 mi., 5 L	1,000	R					12,600	C		
Seminole Pratt Whitney Rd. Ext.	Northlake Blvd. to Coconut Blvd. Ext./Beeline Hwy.	2.6 mi., 4L	2,800	D								

*See Footnotes, Phase(s): S- Study; D=Design; M=Mitigation; R=R/W Acq.; C=Construction; P=Payment

The City of Boynton Beach

OFFICE OF THE CITY COMMISSION
Commissioner Aimee Kelley
100 East Ocean Avenue
Boynton Beach, Florida 33435
(P): 561-742-6010 | (F): 561-742-6011
www.boynton-beach.org

Honorable Mayor and County Commissioners,

I am reaching out to you on behalf of the residents of the City of Boynton Beach. More specifically, the residents who would be directly affected by the potential extension of Miner Road and the unintended consequences that the potential extension may bring.

After being informed of the county's plans to move forward with the potential extension of Miner Road, I met with county traffic engineers to voice the concerns of Boynton Beach residents. The city's concerns as well as the concerns of the residents are that extending Miner Road will inundate traffic to the already overwhelmed road within the city that has no direct access to I-95. The speed limit on this busy road coupled with the narrow sidewalk and no road verge creates a safety concern for pedestrians.

Upon addressing our concerns with county traffic engineers, their response was that they anticipate and expect most people would use Congress Avenue to access I-95 and not Miner Road. However, data from the traffic study is inconclusive and does not support this extension. There are several other considerations in addition to the traffic pattern data that contradicts county traffic engineers' "anticipation". These include but are not limited to the multiple school bus stops on the two-lane roads mentioned, Boynton Beach Fire Station #3 on one of those two lane roads and Citrus Cove Elementary School students who utilize Miner Road to walk to school. Thank you for your thoughtful consideration in this matter.

Our city staff reviewed the recent study advised there is not enough data to support the extension of Miner or how that extension would affect the High Ridge and Miner intersection. We would need more data to identify if the extension will make a negative impact for the High Ridge and Miner intersection. Traffic data (with vehicle turning information, not just pure volume) for the following areas:

- Miner and High Ridge
- Miner and Lawrence
- Military and Gateway
- Military and Miner
- Military and Hypoluxo

I am respectfully asking the County not to move forward with this extension.

Commissioner Aimee Kelley
District IV Boynton Beach

PALM BEACH COUNTY
TRAFFIC ENGINEERING

Date Start: 15-May-23
Site Code:
Station ID: MLM
MINER RD WEST OF CONGRESS AVE

Latitude: 0' 0.0000 Undefined

WEST BOUND EAST BOUND

Start Time	15-May-23 Mon	EA Morning	EA Afternoon	Hour Totals Morning	Hour Totals Afternoon	JWA Morning	JWA Afternoon	Hour Totals Morning	Hour Totals Afternoon	Combined Totals Morning	Combined Totals Afternoon
12:00		12	68			4	46			16	114
12:15		4	57			6	33			10	90
12:30		4	60			2	53			6	113
12:45		17	56	37	241	3	50	15	182	20	106
01:00		4	62			3	61			7	123
01:15		5	74			3	50			8	124
01:30		9	74			3	50			12	124
01:45		6	49	24	259	0	61	9	222	6	110
02:00		1	80			2	67			3	147
02:15		3	78			0	96			3	174
02:30		2	77			5	64			7	141
02:45		0	86	6	321	2	74	9	301	2	160
03:00		4	101			2	91			6	192
03:15		1	104			2	80			3	184
03:30		1	140			1	81			2	221
03:45		1	116	7	461	3	73	8	325	4	189
04:00		1	107			2	86			3	193
04:15		0	107			6	77			6	184
04:30		3	160			9	52			12	212
04:45		4	157	8	531	19	79	36	294	23	236
05:00		6	151			22	77			28	228
05:15		5	166			18	69			23	235
05:30		4	150			29	75			33	225
05:45		13	142	28	609	34	67	103	288	47	209
06:00		26	140			48	75			74	215
06:15		22	107			50	56			72	163
06:30		24	97			87	75			111	172
06:45		46	97	118	441	104	63	289	269	150	160
07:00		62	77			141	45			203	122
07:15		102	87			172	46			274	133
07:30		125	77			200	60			325	137
07:45		103	64	392	305	198	38	711	189	301	102
08:00		97	71			161	51			258	122
08:15		74	70			194	38			268	108
08:30		95	63			79	51			174	114
08:45		66	74	332	278	83	27	517	167	149	101
09:00		52	57			69	31			121	88
09:15		36	38			57	23			93	61
09:30		61	52			47	21			108	73
09:45		42	42	191	189	51	13	224	88	93	55
10:00		37	43			43	15			80	58
10:15		44	34			48	12			92	46
10:30		35	26			44	12			79	38
10:45		43	20	159	123	36	11	171	50	79	31
11:00		39	25			39	15			78	40
11:15		35	21			38	8			73	29
11:30		40	7			43	5			83	12
11:45		56	17	170	70	48	6	168	34	104	23
Total		1472	3828			2260	2409			3732	6237
Percent		27.8%	72.2%			48.4%	51.6%			37.4%	62.6%
Combined Total		5300				4669				9969	
Peak	-	07:15	04:30	-	-	07:30	02:45	-	-	07:15	04:45
Vol.	-	427	634	-	-	753	326	-	-	1158	924
P.H.F.		0.854	0.955			0.941	0.896			0.891	0.979

5300 + 4699 = 9969

PALM BEACH COUNTY
TRAFFIC ENGINEERING

Date Start: 15-May-23
Site Code:
Station ID: MLM
MINER RD EAST OF CONGRESS AVE

Latitude: 0' 0.0000 Undefined

WEST BOUND

EAST BOUND

Start Time	15-May-23 Mon	EA Morning	EA Afternoon	Hour Totals Morning	Hour Totals Afternoon	WA Morning	WA Afternoon	Hour Totals Morning	Hour Totals Afternoon	Combined Totals Morning	Combined Totals Afternoon
12:00		11	58			4	63			15	121
12:15		4	33			3	43			7	76
12:30		3	51			3	46			6	97
12:45		8	40	26	182	3	43	13	195	11	83
01:00		6	49			2	50			8	99
01:15		6	48			2	49			8	97
01:30		4	39			0	55			4	94
01:45		5	40	21	176	0	52	4	206	5	92
02:00		5	49			1	59			6	108
02:15		3	45			3	83			6	128
02:30		2	60			2	66			4	126
02:45		3	69	13	223	1	***81***	7	289	4	150
03:00		3	92			3	***102***			6	194
03:15		2	113			3	***104***			5	217
03:30		3	129			3	***72***			6	201
03:45		1	121	9	455	4	59	13	337	5	180
04:00		1	104			7	66			8	170
04:15		3	107			5	64			8	171
04:30		3	143			22	60			25	203
04:45		5	105	12	459	22	74	56	264	27	179
05:00		3	***142***			24	68			27	***210***
05:15		11	***141***			24	77			35	***218***
05:30		5	***131***			42	80			47	***211***
05:45		6	***128***	25	542	46	85	136	310	52	***213***
06:00		38	101			41	67			79	168
06:15		25	100			55	80			80	180
06:30		23	90			61	51			84	141
06:45		32	78	118	369	89	49	246	247	121	127
07:00		43	57			163	44			206	101
07:15		69	60			***203***	41			272	101
07:30		53	58			***233***	44			***286***	102
07:45		***80***	52	245	227	***194***	31	793	160	***274***	83
08:00		***91***	47			***201***	39			***292***	86
08:15		***106***	51			197	29			***303***	80
08:30		***66***	47			101	22			167	69
08:45		30	38	293	183	78	26	577	116	108	64
09:00		41	43			53	24			94	67
09:15		37	49			48	14			85	63
09:30		30	32			42	24			72	56
09:45		25	27	133	151	40	15	183	77	65	42
10:00		31	23			35	19			66	42
10:15		28	23			60	10			88	33
10:30		21	17			34	6			55	23
10:45		22	19	102	82	34	11	163	46	56	30
11:00		33	22			32	8			65	30
11:15		31	16			30	8			61	24
11:30		31	7			37	4			68	11
11:45		45	8	140	53	48	1	147	21	93	9
Total		1137	3102			2338	2268			3475	5370
Percent		26.8%	73.2%			50.8%	49.2%			39.3%	60.7%
Combined Total		4239				4606				8845	
Peak	-	07:45	05:00	-	-	07:15	02:45	-	-	07:30	05:00
Vol.	-	343	542	-	-	831	359	-	-	1155	852
P.H.F.		0.809	0.954			0.892	0.863			0.953	0.977

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/18/2025

Discussion regarding construction hours near residential locations.

Requested Action: Requested by Commissioner Cruz.

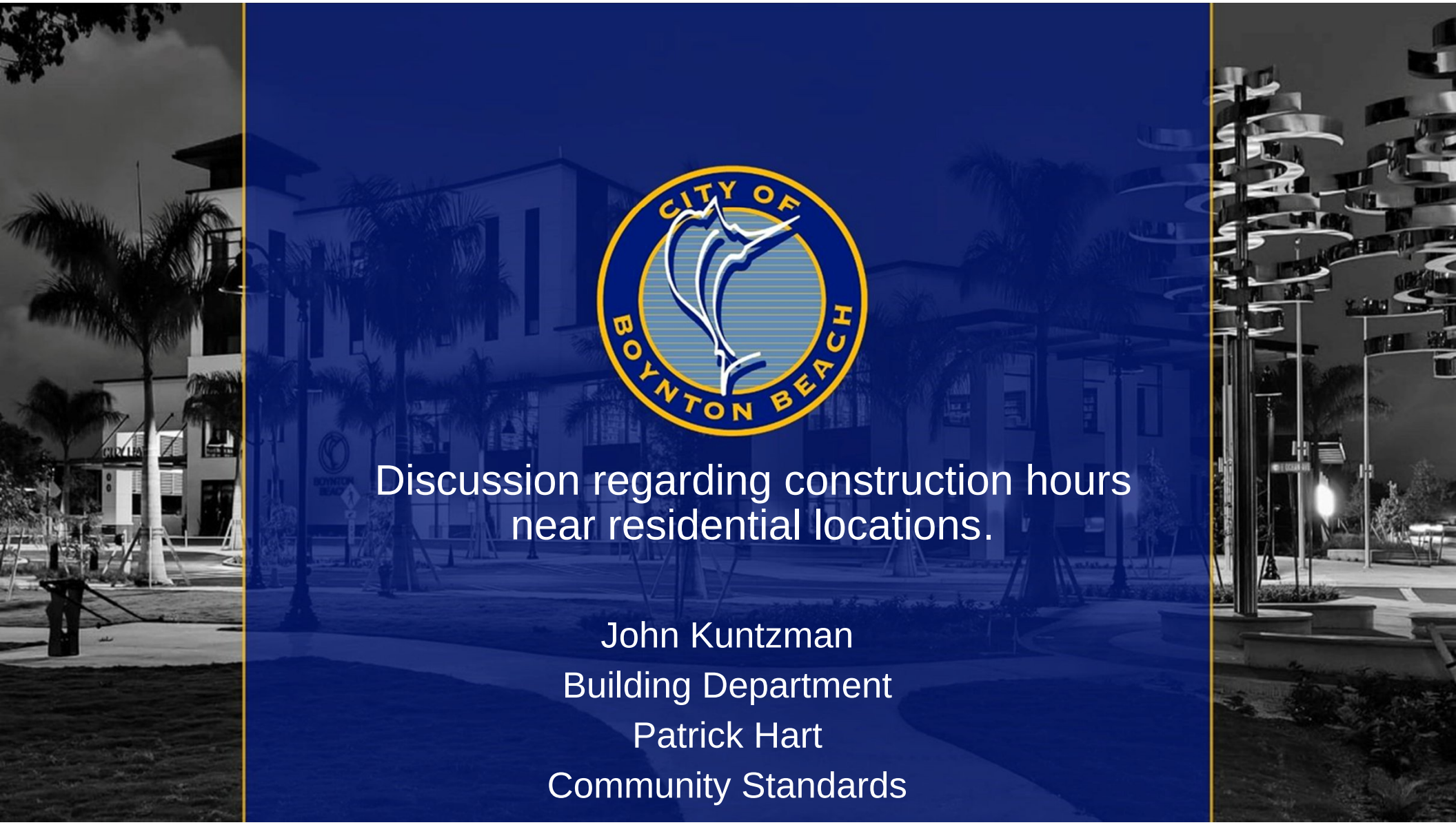
Explanation of Request: N/A

How will this affect city programs or services? N/A

Account Line Item and Description: N/A

Fiscal Impact: N/A

Attachments:
Construction Hours Comparison.pptx
Boynton Beach Noise Code.pdf



Discussion regarding construction hours near residential locations.

John Kuntzman

Building Department

Patrick Hart

Community Standards

Name of City	Hours of Construction	Exemption/Special Permit Details
City of Boynton Beach	7:00 a.m. to 11 p.m. (Monday-Saturday) These hours are based on the current Noise Ordinance. No construction on Sundays or national holidays.	These hours do not apply to municipal, county, or state public works, emergency matters, or matters having an effect on the public health safety and welfare of the city in those zoning districts of mixed use, commercial, and industrial, where the noise or sound disturbance across a residential property line would not exceed those sound and noise limits set forth in section 15-8.8 of the noise ordinance. These construction hours can be changed for a period of time with the submission and approval of a Noise Mitigation Waiver from the City of Boynton Beach.
City of Doral	6:00 a.m. to 7:00 p.m. (business, industrial, non-residential areas) 8:00 a.m. to 6:00 p.m. (weekdays) & 10:00 a.m. to 4:00 p.m. (Saturdays) (residential areas) No construction on Sundays or national holidays.	Notwithstanding the provisions set forth in this subsection (13), the building official may authorize, inwriting and in advance, any construction activity at a particular site within subsection (13) b. of this section at times outside of the allowable times up to the duration of the project.
City of West Palm Beach	7:00 a.m. to 7:00 p.m. (Monday-Friday) 8:00 a.m. to 8:00 p.m. (Saturday-Sunday)	It shall be within the discretion of the mayor or his designee when any such construction work shall not create adverse effects on the residents or inhabitants of the city in the vicinity of the construction to grant a written exception to this section.
City of Coral Springs	No equipment operation between 6:00 p.m. and 7:00 a.m. (weekdays) No operation between 6:00 p.m. and 9:00 a.m. (weekends & holidays) unless for public works	Any person desiring to engage in the use of equipment for the aforementioned purposes beyond the hours of limitations, aforementioned, based upon cases of necessity or in the interest of public health, safety and convenience, may apply to the Police Department for a special permit allowing hours of operation other than those specified above. Such permits, if granted, shall be limited to a period of up to thirty (30) days-duration, but may be renewed for additional periods of up to thirty (30) days if the emergency or need therefore continues.
Palm Beach Gardens	7:00 a.m. – 9 p.m. (Monday-Saturday)	None found

Name of City	Hours of Construction	Exemption/Special Permit Details
City of Delray	7:00 a.m. to 6:00 p.m. (weekdays) 8:00 a.m. to 4:00 p.m. (Saturdays)	Construction. When construction activities pursuant to a valid building permit cannot be carried out in a manner which would comply with Section 99.03, notwithstanding that all equipment is operated in accordance with manufacturer's specifications, is in good repair and utilizes all noise baffling methods as specified by the manufacturer.(a)The City Manager may authorize any necessary construction activities to occur earlier and/or later than normally allowed based upon a finding that:1.There are no reasonable alternatives;2.There are no prior code violation adjudications or fines and no pending construction noise violation cases against the property owner, contractor, or the construction site; and3.There is a significant community need, public purpose or benefit.(b)The work authorized by the City Manager may be conditioned upon reasonable notice to surrounding property owners and tenants. Permits issued pursuant to such authorization shall not exceed seven (7) consecutive days.(c)Notwithstanding the provisions (4)(a) and (b), temporary permits shall be subject to authorization by the building official under emergency circumstances or when the building official determines that for reasons of technical necessity work earlier or later than the time frames normally allowed or on any day (including Sundays or national holidays) is required. The work authorized by the building official pursuant to this subsection shall be conditioned upon reasonable notice to surrounding property owners and tenants
City of Boca	7:00 a.m. to 6:00 p.m. (Monday-Friday) 8:00 a.m. to 6:00 p.m. (Saturday) No construction allowed on Sundays	Any person desiring to engage in the aforesaid activity beyond the stated hours or days of limitation, based upon cases of urgent necessity or upon the interests of public health, safety and ultimate convenience, may apply to the city manager for a special permit allowing same. Such permits if granted shall be limited to a period of up to 3 days' duration, but may be renewed for additional periods of up to 3 days each if the emergency or need therefore continues. In the issuance of such permits the city manager should weigh all facts and circumstances and should determine whether the reasons given for the urgent necessity are valid and reasonable, whether the public health, safety and ultimate convenience will be protected or better served by granting the permit requested, and whether the manner and amount of loss or inconvenience to the party in interest imposes a significant hardship. Upon an affirmative finding of the foregoing considerations, the city manager is authorized to issue the permit requested and any extensions thereof, as may be required. During such periods of emergency activities and during the normal construction hours of 7:00 a.m. to 6:00 p.m. on Monday through Friday, and 8:00 a.m. to 6:00 p.m. on Saturday, the noise levels generated by construction activities shall not exceed 75 dBA for more than 10 percent of the time when measured at a distance of 50 feet from the construction site.
City of Wellington	7:00 a.m. to 10:00 p.m. (Monday-Saturday) No major construction on Sundays	None Found

Questions?

City of Boynton Beach Noise Ordinance: Construction

Construction: Operating or causing the operation of any tools or equipment used in construction, drilling, excavation, clearing, repair, alteration or demolition work on weekdays during the times specified in section 15-8.8, or at any time during Sundays or legal holidays.

Vibration. The creation or permitting of any sound or noise that produces a ground vibration, noticeable, without instruments, at the lot lines of the property from which the sound or noise emanates, provided there shall be excepted from the provisions of this division the use of pile drivers, back hoes, tampers, ditch diggers, bobcats, road graders, rollers and like equipment used in standard construction between the hours of 7:30 a.m. to 6:00 p.m. of any day.

Exemption: The foregoing provisions of Section 15-8.5(a), (b) and subparagraph (6) of this section shall not apply to municipal, county or state public works, emergency matters or matters having an effect on the public health, safety and welfare of the city in those zoning districts of mixed use, commercial and industrial, and where the noise or sound disturbance across a residential property line would not exceed those sound and noise limits set forth in section 15-8.8 of this Article.

L10 noise and sound level limits. Permissible noise and sound levels for noises or sounds transmitted to receiving land use areas shall not exceed the following limits for L10 sound or noise levels as defined herein. For the purpose of these sound and noise control provisions, such sound or noise levels shall be determined using FAST meter responses:

Receiving Land Use	*Emanating Land Use*	*Category*	*Time*	*Level Limit*
L10 Sound	Residential	Exterior	Sun. - Thurs. 7:00 a.m. - 11:00 p.m.	60 (dB)A
L10 Sound	Residential	Exterior	Fri. & Sat. and holidays 11:00 p.m. - 7:00 a.m.	55 (dB)A
L10 Sound	Residential	Exterior	Sun. - Thurs. 12:00 a.m. - 7:00 a.m.	55 (dB)A
L10 Sound	Commercial	Exterior	At all times	65 (dB)A

Sec. 15-1. Adoption of state misdemeanors.

It shall be unlawful for any person to commit, within the corporate limits of the city, any act which is or shall be recognized by the laws of the State of Florida as a misdemeanor, and the commission of such acts is hereby forbidden and declared a violation of this section. Whosoever shall violate the provisions of this section, upon conviction thereof, shall be punished by the same penalty as is provided therefor by the laws of the State of Florida, but in no case shall such penalty exceed a fine of five hundred dollars ($500.00) or a term of imprisonment not in excess of one (1) year, or both such fine and imprisonment.

(Code 1958, § 17-42.1; Ord. No. 79-33, § 1, 12-5-79; Ord. No. 80-43, § 1, 10-21-80; Ord. No. 85-45, Attach. (b), 8-20-85)

Annotation-Adoption of state misdemeanors, including future enactments authorized,*MacFarland v. Roberts*, 74 So.2d 88 (Fla. 1954); *Jaramillo v. City of Homestead*, 322 So.2d 496 (Fla. 1975); *State v. Smith*, 189 So.2d 84 (Fla. 4th DCA 1966).

Sec. 15-2. Advertising matter; unauthorized posting.

It shall be unlawful for any person to fasten, in any way, any show card, poster or other advertising device upon public or private property in the city unless legally authorized to do so.

Sec. 15-3. Reserved.

State law reference-Section 15-3, relative to the distribution of circulars, throwaways and handbills, derived from Ord. No. 78-45, § 1, enacted Sept. 19, 1978, was repealed by Ord. No. 82-22, § 2, adopted July 20, 1982.

Sec. 15-4. Failure to respond to lawful process.

It shall be unlawful and a violation of this Code for any person to fail to respond to or comply with any lawful process duly authorized or issued by any board, commission or other city agency.

Sec. 15-5. Fireworks displays.

(a) *Permit required.* Fireworks displays shall be lawful only if held and conducted in accordance with permits issued pursuant to this section.

(b) *Permit application.* Application for a permit for a fireworks display shall be made in writing to the city manager at least fifteen (15) days in advance of the date of the display.

(c) *Application referral.* The application for a permit hereunder shall be referred by the city manager to the chiefs of the police and fire departments.

(d) *Conditions for issuance.* No permit required by this section shall be granted unless the operator is approved by both the chiefs of the police and fire departments, or unless the chief of the fire department finds that the display is of such a character and is so located, and that the fireworks will be discharged or fired, so as not to be hazardous to property or endanger any person.

(e) *Permits not transferable.* Fireworks display permits shall not be transferable.

(Code 1958, § 17-15)

Sec. 15-6. Reserved.

Editor's note-*Ord. No. 85-45, Attach. (b), adopted Aug. 20, 1985, repealed § 15-6, which prohibited misrepresentation of age by minors and use of nonminors for illegal purposes. Such section had been derived from the 1958 Code, § 17-24.*

Sec. 15-7. Minors; secondhand or junk dealers dealing with.

It shall be unlawful for any person licensed as a secondhand dealer, junkshop keeper, or house-to-house secondhand buyer, or any agent, employee or servant of such licensee, to buy or accept personal property from any minor except that such licensee may purchase rags and wastepaper from such minors.

(Code 1958, § 17-27)

Sec. 15-8. Noise control-Short title.

Sections 15-8 through 15-8.8 shall be known and may be cited by the short title of “City of Boynton Beach Noise Control Ordinance.”

(Ord. No. 85-16, § 2, 3-19-85; Ord. No. 11-003, § 2, 2-15-11)

Editor's note-*Ord. No. 85-16, §§ 1, 2, adopted Mar. 19, 1985, provided for the repeal of §15-8, noise, and enacted in lieu thereof new provisions relative to the same subject matter, designated as §§ 15-8—15-8.8 to read as herein set out. Formerly, § 15-8 was derived from the 1958 Code, § 17-22.2, and Ord. No. 82-12, § 1, adopted May 18, 1982.*

Sec. 15-8.1. Same-Purpose and space.

IIt is the purpose of sections 15-8 through 15-8.9 to prevent, prohibit and provide for the abatement ofexcessive and unnecessary noise which may injure the health or welfare or degrade the quality of life of the citizens and residents of the City of Boynton Beach. This section shall apply to the control of all sound and noise originating within the limits of this jurisdiction. It is further the intent of this chapter to recognize that factors such as the time of day, location (e.g. proximity to residences), necessity of public projects for the public good, and necessity of sound and noise incidental to allowed uses and activities must be considered in balancing the protection of public peace and individual freedoms.

(Ord. No. 85-16, § 2, 3-19-85; Ord. No. 11- 003, § 2, 2-15-11; Ord. No. 18-033, § 2, 12-4-18)

Note-See the editor's note following § 15-8.

Sec. 15-8.2. Same-Terminology and standards.

All terminology used in this section shall be as defined herein or, if not defined, given plain meaning by reference to common dictionary definition. When interpretation is required by reference to a source more definitive than this code or a dictionary, reference shall first be made to publications of the American National Standards Institute (ANSI):

A-weighted sound level. The sound pressure level in decibels as measured on a sound level meter using the A-weighted network. The level so read is designated dBA.

Apparent property line. The line along the surface, and its vertical plane extension, which separates one (1) lot or parcel of property from another.

Construction. Any site preparation, assembly, erection, substantial repair, alteration or similar action, but excluding demolition, for or on public or private right-of-way, structures, utilities or similar property, and excluding well pointing.

Decibel (dB). A unit for measuring the volume of sound or noise, equal to twenty (20) times the logarithm to the base ten (10) of the ratio of the pressure of the sound or noise measured to the reference pressure, which is twenty (20) micropascals (twenty (20) micro-newtons per square meter).

Demolition. Any dismantling, intentional destruction or removal of structures, utilities, public or private right-of-way surfaces or similar property.

Emergency. Any occurrence or set of circumstances involving actual or eminent physical trauma or property damage which demands immediate action.

Emergency vehicle. A motor vehicle used in response to a public emergency or to protect persons or property from imminent danger.

Emergency work. Any work necessary to restore property to a safe condition following a public calamity, work to restore public utilities, or work required to protect person or property from an imminent exposure to danger.

Equivalent. The level of a constant sound, which in a given situation and time period, has the same sound energy as does a time varying sound.

Impulse noise. A discrete noise or series of such noises of short duration (generally less than one (1) second) in which the sound pressure level rises very quickly to a high before decaying to the background level. Examples of sources of impulse noise, includes explosions and the discharge of firearms.

L10 sound level. The sound level exceeded for more than ten (10) percent of a measurement period which for the purposes of sections 15-8 through 15-8.9 shall not be less than ten (10) minutes.

LMAX. The maximum A-weighted sound level for a given event.

Legal holidays. Those recognized by the city include New Year’s Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, and Christmas Day or any other legally recognized holiday.

Maximum sound level. The greatest A-weighted sound level reading obtained when measuring a source of sound during a designated time interval using the fast meter exponential integration time.

Micropascal. The international unit for pressure, analogous to pounds per square inch in English units; one (1) microPascal is one millionth of a Pascal; the reference pressure used for airborne sound is twenty (20) microPascals.

Motorboat. Any boat or vessel propelled or powered by machinery whether or not such machinery is the principal source of propulsion; including but not limited to boats, barges, amphibious craft, water-ski towing devices, jet skis and hover craft.

Motorized equipment. Any self-propelled vehicle, such as, but not limited to, passenger cars, trucks, truck trailers, semi-trailers, campers, motorcycles, mini-bikes, go- carts, gopeds, dune buggies, all- terrain vehicles or racing vehicles which are propelled by mechanical power.

Multifamily dwelling. A building or other shelter that has been divided into separate units to house more than one (1) family.

Noise. For the purposes of this chapter, *noise* is any sound that is in violation of any provision of this chapter.

Noise disturbance. Any sound or noise, in quantities which are plainly audible and may be potentially harmful or injurious

to human health or welfare, animal or plant life, or property, or unnecessarily interfere with the enjoyment of life or property, including outdoor recreation. Any plainly audible noise which is so harsh, prolonged, unnatural, or unusual in time or place as to occasion discomfort to any persons within the neighborhood and/or adjacent neighborhood(s) from which said noises emanate, or as to interfere with the peace and comfort of neighbors or their guests, or operators or customers in places of business, or as to negatively affect such residences or places of business.

Noise sensitive zone. Existing quiet zones until designated otherwise by a competent authority. Noise sensitive zones include but are not limited to operations of schools, libraries open to public, churches, synagogues, mosques, hospitals, residential zones (after 11:00 p.m.), and nursing homes.

Octave band sound level. The unweighted sound pressure level in the specified octave band.

Person. Any natural person, individual, association, partnership, corporation, municipality, governmental agency, business trust, estate, trust, two (2) or more persons having a joint or common interest or any other legal entity including any officer, employee, department, agency, or instrumentality of the United States, a state or any political subdivision of a state or any other entity whatsoever of any combination of such, jointly or severally.

Plainly audible. A sound which is capable of being heard by a human being without the assistance of a mechanical or electronic listening or amplifying device.

Powered model vehicle. Any self-propelled airborne, waterborne or landborne plane, vessel or vehicle which is not designed to carry persons, including but not limited to any model airplane, boat, car or rocket.

Private right-of-way. Any street, avenue, boulevard, highway, sidewalk, bike path, or alley, or similar place, which is not owned or controlled by a governmental entity.

Public right-of-way. Any street, avenue, boulevard, highway, sidewalk or alley or similar place normally accessible to the public which is owned or controlled by a governmental entity.

Public space. Any real property or structures thereon normally accessible to the public.

Pure tone. Any sound which can be distinctly heard as a single pitch or a set of single pitches. For the purpose of measurement, a pure tone shall exist if the one-third octave band sound pressure level in the band with the tone exceeds the arithmetic average of the sound pressure levels of the two (2) contiguous one-third octave bands by five (5) dB for center frequencies of 500 Hz and above and by eight (8) dB for center frequencies between 160 and 400 Hz and by fifteen (15) dB for center frequencies less than or equal to 115 Hz.

Real property line. An imaginary line along the surface, and its vertical plane extension, which separates the real property owned, rented or leased by one person from that owned, rented or leased by another person, excluding intra-building real property divisions.

Receiving land use. The land, which is receiving the noise or sound as designated by the city zoning map (and for recently incorporated areas, the effective zoning category).

Residential. A parcel of land whose use is designated to provide only permanent housing and excluding all tourist accommodations which includes but is not limited to hotels, motels, apartment hotels, etc.

RMS sound pressure. The square root of the time averaged square of the sound pressure.

Sound. An oscillation in pressure, stress, particle displacement, particle velocity or other physical parameter, in a medium with internal forces. The description of sound may include any characteristic of such sound including duration, intensity and frequency.

Sound disturbance. Any sound or noise which is:

(1) Plainly audible beyond a distance of twenty-five (25) feet or further from the apparent property line from which the sound emanates, in a single residential zoning district, or

(2) Plainly audible in a dwelling unit adjacent to the unit from which the sound emanates or is plainly audible twenty-five (25) feet or further from the apparent property line from which the sound emanates, in multi-family residential zoning districts.

(3) Plainly audible beyond a distance of one hundred (100) feet or further from the apparent property line from which the sound emanates when the sound emanates in a commercial zoning district and is heard in a residential zoning district.

(4) Plainly audible beyond a distance of one hundred (100) feet or further from the apparent property line from which the sound emanates when the sound emanates in a public use zoning district and is heard in a residential zoning district.

For purpose of enforcement, it is not necessary to specifically identify the property line as would be depicted on a survey, rather an approximation of the property line may be used taking into consideration physical landmarks such as fences, landscaping, setbacks, driveways, or ground treatment.

Sound level. The weighted sound pressure level obtained by the use of a metering characteristic and weighting A, B, or C as specified in American National Standards Institute specification for sound level meters, ANSI S1.4-1971, or in successor publications. If the weighing employed is not indicated, the A-weighting shall apply.

Sound level meter. An instrument which includes a microphone, amplifier, RMS detector, integrator or time averager, output meter and weighing networks used to measure sound pressure levels. The output meter reads sound pressure levels when properly calibrated, and the instrument is of Type 2 or better, as specified in the American National Standards Institute Publication S1.4-1971, or its successor publications.

Sound pressure. The instantaneous difference between the actual pressure and the average or barometric pressure at a given point in space, as produced by the presence of sound energy.

Sound pressure level. Twenty (20) times the logarithm to the base ten (10) of the ratio of the RMS sound pressure to the reference pressure of twenty (20) micropascals ($2 \times 10^6 N/m^2$). The sound pressure level is denoted Lp or SPL and is expressed in decibels.

Use. Any activity, event, operation or facility which creates noise.

Weekday. Any Monday through Friday (at 6:00 p.m.) which is not a legal holiday as defined herein.

Weekend. Any Saturday or Sunday (until 8:00 p.m.).

(Ord. No. 85-16, § 2, 3-19-85; Ord. No. 86-3, § 1, 3-4-86; Ord. No. 11- 003, § 2, 2-15-11; Ord. No. 18-033, § 2, 12-4-18)

Sec. 15-8.3. Same-Program administration.

(a) The noise and sound control program established by sections 15-8 through 15-8.9 shall be administered by the city manager, or his/her designee, of the City of Boynton Beach, Florida.

(b) For the purposes of section 15-8.9 and its enforcement, municipal employees or officials engaged in the measurement of noise or sound, assessing compliance with such sections, making recommendations for noise and sound abatement, issuing noise and sound violations citations, or giving evidence regarding noise and/or sound violations shall have received formalized training on these subjects from institutions or organizations of recognized ability and experience in environmental acoustics and noise and sound control.

(Ord. No. 85-16, § 2, 3-19-85; Ord. No. 86-3, § 2, 3-4-86; Ord. No. 89-16, § 1, 6-20-89; Ord. No. 11- 003, § 2, 2-15-11; Ord. No. 18-033, § 2, 12-4-18)

Note-See the editor's note following § 15-8.

Sec. 15-8.4. Same-Inspections.

Upon presentation of proper credentials, the city manager or his/her designee, may enter and/or inspect any private property, place, report or records at any time when granted permission by the owner, or some other person with apparent authority to act for the owner. When permission is refused or cannot be obtained, a search warrant may be obtained from a court of competent jurisdiction upon showing of probable cause to believe that a violation of sections 15-8 through 15-8.9 may exist. Such inspection may include administration of any necessary tests.

(Ord. No. 85-16, § 2, 3-19-85; Ord. No. 11-003, § 2, 2-15-11; Ord. No. 18-033, § 2, 12-4-18)

Note-See the editor's note following § 15-8.

Sec. 15-8.5. Sound and noise control—Prohibited acts.

No person shall make, continue or cause to be made any noise or sound disturbance. The making of noise or sound in violation of this chapter shall constitute prima facie evidence of a noise and/or sound disturbance.

(a) *Sound or noise disturbances prohibited.* No person shall unnecessarily make, continue or cause to be made or continued any sound or noise disturbances.

(b) *Specific prohibitions.* The following acts, which enumeration shall not be deemed to be exclusive, and the causing or permitting thereof in such a manner as to create a noise or sound disturbance across a residential or commercial real property line, or within a noise sensitive zone, or at any time in violation of the provisions of section 15-8.8, are hereby declared to be a violation:

(1) The playing, using, operating or permitting to be played, used or operated, any radio, phonograph or musical instrument, or other machine or device for the producing or reproducing of sound in such a manner or with such volume, that is plainly audible to any person other than the player(s) or operator(s) of the device, and those who are voluntarily listening to the sound, and is plainly audible from a public street, the adjacent lot nearest to the source, or at a distance of twenty-five (25) feet or more, particularly during the hours between 11:00 p.m. and 7:00 a.m.

(2) Loudspeakers. Using or operating for any purpose other than those activities specifically exempted in section 15-8.6(4) below, any loudspeaker, loudspeaker system or similar device, including sound emitting devices which may be physically attached to any motor vehicle.

(3) Street sales. Offering for sale, selling or advertising for sale by shouting or outcry, anything within any area of the city.

(4) Animals. Owning, possessing or harboring any animal, bird or fowl which persistently howls, barks, meows, squawks, bays, cries or otherwise makes noises or sounds which create a noise or sound disturbance or is plainly audible from a

public street, and/or from a distance of twenty-five (25) feet and/or from the adjacent lot nearest to the building, structure, or yard in which the animal, bird or fowl is located. A person is responsible for an animal, bird or fowl if the person owns, controls, or otherwise cares for the animal, bird or fowl. It shall be an affirmative defense to any charge hereunder that such animal, bird or fowl was emitting such noise in response to an intrusion upon the premises by any person.

(5) Loading or unloading. Loading, unloading, opening, closing or other handling of boxes, crates, containers, building materials, garbage cans, or similar objects in such a manner as to cause a noise or sound disturbance.

(6) Construction. Operating or causing the operation of any tools or equipment used in construction, drilling, excavation, clearing, repair, alteration or demolition work on weekdays during the times specified in section 15-8.8, or at any time during Sundays or legal holidays.

(7) Fixed mechanical equipment. Operating or causing the operation of fixed mechanical equipment located on real property including HVAC equipment, motors, engines, pumps, compressors, fans, tools, machinery, and its component parts, or any other similar stationary mechanical devices and their component parts except as otherwise exempted in section 15-8.6(6).

(8) Motorboats. Operating or causing the operation of a motorboat in such a manner as to cause a noise or sound disturbance.

(9) Yelling, shouting, hooting, whistling, singing, and other vocal sounds in excess of a normal conversational level, any of which occurs between the hours of 11:00 p.m. and 7:00 a.m., so as to create a plainly audible sound across a residential real property line or on a public right-of-way or public property, or that is plainly audible to an occupant of a dwelling unit within a building other than an occupant of the unit from which the sound emanates, that can be heard from a distance of twenty- five (25) feet or more from the source, particularly in noise- sensitive zones. This section is to be applied only to those situations where the disturbance is not a result of the content of the communication but due to the volume, duration, location, timing or other factors not based on content.

(10) The use of any automobile, motorcycle or vehicle so out of repair, so loaded or in such a manner as to cause loud grating, grinding, rattling or other noise that is plainly audible from a distance of twenty-five (25) feet or more.

(11) Operating or permitting the operation of powered model vehicles, either airborne, waterborne, or landborne, which are designed not to carry persons or property, such as, but not limited to, model airplanes, boats, cars, rockets, and which are being propelled by mechanical means, within a public recreation area or park other than those areas specifically designated for such purpose by the City Commission.

(12) The creation of any sound or noise on any street adjacent to a noise sensitive zone, where those entities defined herein as being part of a noise-sensitive zone are in operation, which is plainly audible within the entity, from a distance of twenty-five (25) feet from the noise or sound, and interferes with the operation of the entity, provided conspicuous signs are displayed in such streets indicating that the same is a school, hospital or court street.

(13) The sounding of any horn or signaling device, except as a danger warning, for any unnecessary or an excessive period of time or the reasonable use of any horn or signaling device, in such manner as to cause a noise or sound disturbance.

(14) The creation or permitting of any loud or raucous noise or sound so as to disturb the peace, quiet or comfort of a residence within the immediate or adjacent neighborhood.

(15) Vibration. The creation or permitting of any sound or noise that produces a ground vibration, noticeable, without instruments, at the lot lines of the property from which the sound or noise emanates, provided there shall be excepted from the provisions of this division the use of pile drivers, back hoes, tampers, ditch diggers, bobcats, road graders, rollers and like equipment used in standard construction between the hours of 7:30 a.m. to 6:00 p.m. of any day.

(c) *Generators - exemption.* Notwithstanding the foregoing prohibited acts, the use of gasoline or propane powered generators is permitted during periods of power outage following natural disasters and during periods of maintenance. Operation for purposes of maintenance of the generator shall only occur during daylight hours on weekdays and only for the minimum amount of time required by the manufacturer. Any person using a generator, except during periods of power outage, is subject to the restrictions on noise generation as otherwise set forth in this chapter.

(Ord. No. 85-16, § 2, 3-19-85; Ord. No. 86-3, § 3, 3-4-86; Ord. No. 89-23, § 1, 9-19-89; Ord. No. 91-8, § 3, 2-19-91; Ord. No. 06-058, § 2, 7- 5-06; Ord. No. 11-003, § 2, 2-15- 11; Ord. No. 18-033, § 2, 12-4-18)

Note-See the editor's note following § 15-8.

Sec. 15-8.6. Same-Exemptions.

The following acts and the causing or permitting thereof shall be specifically exempted from the prohibitions of section 15-8.5.

(1) Motor vehicles. Operating motor vehicle noise enforcement procedures shall be as established in Chapter 316, Florida Statutes, and applicable rules and regulations of the Department of Highway Safety and Motor Vehicles, provided however, that this exemption shall not apply to any sound emitting devices which may be attached to any motor vehicle as prohibited by section 15-8.5(b)(2).

(2) Aircraft and interstate railway and locomotives and cars. Noise generated by aircraft and interstate railway

locomotives and cars are exempt from these provisions.

(3) Emergency activities. Any noise generated as a result of emergency work or for the purpose of alerting the public o the existence of an emergency situation.

(4) Public speaking and assembly. Any noise generated by any noncommercial public speaking or public assembly activities conducted pursuant to lawful authority on any public space or right-of-way, including sporting events.

(5) Domestic power tools and lawn maintenance equipment. Any noise generated by the operation and use of domestic power tools and lawn maintenance equipment.

(6) Fixed mechanical equipment, noise generated by the operation and use of air conditioning units in residential districts.

(7) Nonamplified solo musical instrument played by an individual within a private residence between the hours of 9:00 a.m. and 8:30 p.m.

(8) Construction. The foregoing provisions of Section 15-8.5(a), (b) and subparagraph (6) of this section shall not apply to municipal, county or state public works, emergency matters or matters having an effect on the public health, safety and welfare of the city in those zoning districts of mixed use, commercial and industrial, and where the noise or sound disturbance across a residential property line would not exceed those sound and noise limits set forth in section 15-8.8 of this Article.

(9) Any vehicle of the city while engaged in necessary public business.

(10) Noises and sounds of authorized safety signals and warning devices.

(11) Noises and sounds resulting from emergency work, which is to be construed as work made necessary to restore property and/or utilities to a safe condition following a public emergency, or work required to protect persons or property from any imminent exposure to danger. This exemption includes noises from emergency communications and utility work following a public calamity and in connection with restoration of service operations.

(12) Noises and sounds resulting from community events, including but not limited to, fairs, sporting events, school activities, community festivals, etc.

(Ord. No. 85-16, § 2, 3-19-85; Ord. No. 86-3, § 4, 3-4-86; Ord. No. 89-23, § 2, 9-19-89; Ord. No. 01-24, § 1, 6-5-01; Ord. No. 11-003, § 2, 2- 15-11; Ord. No. 18-033, § 2, 12-4-18)

Note-See the editor's note following § 15-8.

Sec. 15-8.7. Same-Penalty for violation.

Any person, firm or corporation convicted in a court of competent jurisdiction of a violation of sections15-8 through 15-8.9 shall be guilty of a misdemeanor of the second degree, punishable by a fine and/or incarceration as provided by law. The City of Boynton Beach Code Compliance Board shall have the authority and jurisdiction to prosecute such offenses. Each complaint of said violation shall be a separate offense.

(Ord. No. 85-16, § 2, 3-19-85; Ord. No. 86-3, § 5, 3-4-86; Ord. No. 97- 51, § 2, 11-18-97; Ord. No. 11- 003, § 2, 2-15-11; Ord. No. 18-033, § 2, 12-4-18)

Note-See the editor's note following § 15-8.

Sec. 15-8.8. Same-Sound levels by receiving land use.

(a) *Sound and noise limits established.* No person shall operate or cause to be operated any source of sound or noise as enumerated in section 15-8.5(b), and unless specifically exempted by section15-8.6, in such a manner as to create a sound or noise disturbance or an exterior or interior sound level of any origin which exceeds the limits set forth for the receiving land use category in question for more than ten (10) per cent of any measurement period which shall not be less than ten (10) minutes when measured at or within the boundaries of a property or within the confines of a building within the receiving land use and as a result of a source of sound being located on some other property.

(b) *L10 noise and sound level limits.* Permissible noise and sound levels for noises or sounds transmitted to receiving land use areas shall not exceed the following limits for L10 sound or noise levels as defined herein. For the purpose of these sound and noise control provisions, such sound or noise levels shall be determined using FAST meter responses:

Receiving Land Use	***Emanating Land Use***	***Category***	***Time***	***Level Limit***
Receiving Land Use	***Emanating Land Use***	***Category***	***Time***	***Level Limit***
L10 Sound	Residential	Exterior	Sun. - Thurs. 7:00 a.m. - 11:00 p.m.	60 (dB)A

L10 Sound	Residential	Exterior	Fri. & Sat. and holidays 11:00 p.m. - 7:00 a.m.	55 (dB)A
L10 Sound	Residential	Exterior	Sun. - Thurs. 12:00 a.m. - 7:00 a.m.	55 (dB)A
L10 Sound	Commercial	Exterior	At all times	65 (dB)A
L10 Sound	Residential	Interior	Sun. - Thurs. 7:00 a.m. to 11:00 p.m.	50 (dB)A
L10 Sound	Residential	Interior	Fri. & Sat. and holidays 7:00 a.m. - 12:00 a.m.	50 (dB)A
L10 Sound	Residential	Interior	Sun. - Thurs. 12:00 a.m. to 7:00 a.m.	45 (dB)A
L10 Sound	Commercial	Interior	At all times	55 (dB)A

(c) *Maximum sound and noise level limits.* The maximum sound and noise level from any applicable sound and noise sources shall not exceed the L10 sound and noise level limits by more than the values listed below:

10 (dB) A from 7:00 p.m. to 11:00 p.m.

5 (dB) A from 11:00 p.m. to 7:00 a.m.

(d) *Pure tone and impulse noise or sound.* For any source of sound or noise which emits a pure tone or an impulse noise or sound, as defined herein, the sound or noise level limits for L10 and maximum sound or noise levels shall be reduced by five (5) (dB) A.

(e) *District boundaries.* When a noise or sound source can be identified and its noise or sound can be measured in more than one land use designation, the pressure level limits of the most restrictive use district shall apply at that designation boundary.

(f) The burden shall be on any person contesting the equivalent sound levels to establish the actual equivalent sound or noise level by clear and convincing evidence.

(Ord. No. 85-16, § 2, 3-19-85; Ord. No. 85-45, Attach. (b), 8-20-85; Ord. No. 86-3, § 6, 3-4-86; Ord. No. 86-14, § 1, 8-19-86; Ord. No. 11-003, § 2, 2-15-11; Ord. No. 18-033, § 2, 12-4-18)

Note-See the editor's note following § 15-8.

Sec. 15-8.9 Same- Measurement of noise and sound.

In determining whether a violation of this section has occurred, the complaint of noise shall be measured by the code enforcement division or Police Department according to the following plainly audible standard:

(a) The primary means of measurement shall be by ordinary, auditory senses of a reasonable person with normal sensitivities, so long as any mechanical device does not enhance their hearing, such as a microphone or hearing aid.

(b) The measurement shall be taken on, or as near as possible to the real property line of the property upon which the sound or noise source is located, and in any event from a location not less than twenty- five (25) feet from the source measured in a straight line.

(c) When applicable, sound and noise shall be measured with a sound level meter. The sound or noise level shall be measured at a distance no closer to the point from which the sound or noise in question is emanating than the property line of the parcel or lot from which the sound or noise is emanating or through partitions common to two (2) parties within a building.

(d) A measurement period shall not be less than ten (10) minutes in duration. The sound or noise being measured shall be representative of the sound or noise which instigated the complaint.

(e) A measurement shall be recorded so as to secure and ensure an accurate representation of the sound or noise.

(f) A measurement shall be taken at approximately five (5) feet above the ground or water surface away from any obstruction or reflecting surface.

(g) When necessary, a microphone windscreen shall be required to avoid wind noise biasing of a measurement.

(h) All manufacturers' directions on the operation of the sound level meter shall be followed (e.g. proper microphone angle).

(i) All sound level meters used for measurement shall be in conformance with ANSI section 1.4-1983, as amended.

(j) All octave and third octave band filter sets of the sound level meter shall be in conformance with ANSI section 1.11-1976, as amended.

(k) Instrumentation for sound level measurements may be class 1 or class 2 (ANSI section 1.4-1971), as amended.

(l) Measurements of sound and noise shall be made by individuals trained in a noise or sound measurement program approved by the county or other training facility.

(Ord. No. 18-033, § 2, 12-4-18)

Sec. 15-9. Obstruction of passageways.

It shall be unlawful for any person to place or erect, upon any public way or passageway to any building, an obstruction of any type, provided this section shall not prevent the duly authorized or required placing of temporary barriers or warning signs for the purpose of safeguarding the public.

(Code 1958, § 17-31) (Ord. No. 11-003, § 2, 2-15-11)

Sec. 15-10. Sound control - Short title.

This section shall be known and may be cited by the short title of "City of Boynton Beach Sound Control Ordinance."

(Ord. No. 01-55, § 1, 11-20-01; Ord. No. 11-003, § 2, 2-15-11)

Sec. 15-10.1. Purpose.

(a) It is the purpose of this section to preserve the peace and tranquility of residential neighborhoods by prohibiting excessively loud sound and by requir ing abatement of excessively loud sound.

(b) This section shall apply to the control of sound originating within the jurisdictional limits of the city without regard to the content, meaning, or message of the sound. It is the express intent that enforcement of these regulations shall be content neutral.

(c) Please refer to section 15-8.2 for any definitions applicable to this section.

(Ord. No. 01-55, § 1, 11-20-01; Ord. No. 11-003, § 2 , 2-15-11)

Sec. 15-10.2. (Reserved)

Sec. 15-10.3. Administration.

The sound control program established by this section shall be administered by the City Manager, or his designee, of the City of Boynton Beach, Florida.

(Ord. No. 01-55, § 1, 11-20-01; Ord. No. 11-003, § 2, 2-15-11)

Sec. 15-10.4. Inspections.

Upon presentation of proper credentials, the City Manager or his designee, may enter and/or inspect any private property, place, report or records at any time when granted permission by the owner, or by some other person with apparent authority to act for the owner.

(Ord. No. 01-55, § 1, 11-20-01; Ord. No. 11-003, § 2, 2-15-11)

Sec. 15-10.5. Prohibited acts.

No person shall make, continue or cause to be made or continued any sound disturbances, as defined herein, between the hours of 11:00 p.m. and 7:00 a.m on weekdays and between the hours of 12:00 a.m. and 7:00 a.m. on weekends or national holidays.

(Ord. No. 01-55, § 1, 11-20-01; Ord. No. 11-003, § 2, 2-15-11)

Sec. 15-10.6. Exemptions.

Sound emanating from the following acts and the causing or permitting thereof shall be specifically exempted from the prohibitions of section 15-10.5.

(1) Motor vehicles. Operating motor vehicle noise enforcement procedures shall be as established in F.S. Chapter 316, and applicable rules and regulations of the Department of Highway Safety and Motor Vehicles.

(2) Aircraft and interstate railway and locomotives and rail cars. Sound generated by aircraft and interstate railway locomotives and rail cars.

(3) Emergency activities. Any sound generated as a result of emergency work or for the purpose of alerting the public to the existence of an emergency situation.

(4) Domestic power tools and lawn maintenance equipment. Any sound generated by the operation and use of domestic power tools and lawn maintenance equipment.

(5) Sound generated by the operation and use of air conditioning units in residential districts.

(6) Non-amplified solo musical instrument played by an individual within a private residence.

(Ord. No. 01-55, § 1, 11-20-01; Ord. No. 11-003, § 2, 2-15-11)

Sec. 15-10.7. Enforcement and Penalty.

(a) The City Code Enforcement Board shall have jurisdiction to hear and decide cases in which violations of this chapter are alleged; or

(b) The city may enforce the provision of this Code by supplemental Code of Ordinance enforcement procedures as provided by F.S. Chapter 162, Part 2; or

(c) The city may prosecute violations by issuance of notices to appear for violation of a City Ordinance, in which case, the penalty for a violation shall be as follows:

(1) First violation - $50.00

(2) Second violation within twelve (12) months of adjudication of first violation - $100.00

(3) Third violation within eighteen (18) months of adjudication of first violation - $500.00

Each calendar day on which a violation exists shall constitute a separate violation for the purpose of determining the fine.

(d) A violation of this Article may be prosecuted as a nuisance. The City Attorney may bring suit on behalf of the city, or any affected citizen may bring suit in his or her name against the person or persons causing or maintaining the violation, or against the owner/agent of the building or property on which the violation exists. Relief may be granted according to the terms and conditions of F.S. Chapter 60, entitled Abatement of Nuisances.

(e) Violations of this Article may be enforceable by arrest.

(f) For the purpose of this section, any person owning or having responsibility for management of a business premises, however temporarily, any performer or disc jockey producing sound upon any business premises, any person playing, producing or controlling music, or other sound, any person having control of the volume of music or sound, and the business as named on the business tax receipt where the music or sound is emanating may be jointly and severally liable for compliance with this Article and shall be responsible for any violations hereof.

(g) No citation or notice to appear for a violation of this section shall be issued until a law enforcement officer or code enforcement officer has made contact with the owner, occupant or operator of the property from which the offending sound emanates to request abatement of the offending sound. When a request for abatement is made and the offending sound is not immediately abated, or if it resumes within ninety (90) minutes following initial abatement, or occurs again within three (3) days, a citation or notice to appear may issue without additional request for abatement.

(Ord. No. 01-55, § 1, 11-20-01; Ord. No. 06-096, § 2, 1-2-07; Ord. No. 11-003, § 2, 2-15-11)

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 02/18/2025

Discuss and provide an update on Fire Station #3, to also include a State of the Fire Department.- TBD

Requested Action: Requested by Vice Mayor Kelley.

Explanation of Request: NA

How will this affect city programs or services? NA

Account Line Item and Description: NA

Fiscal Impact: NA
