The City of

Boynton Beach

City Commission Agenda

Tuesday, November 18, 2025, 6:00 PM

City Hall Commission Chambers
100 E. Ocean Avenue

Boynton Beach City Commission

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

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. **Openings**

A. Call to Order - Mayor Rebecca Shelton
Roll Call.

Invocation by Pastor Jeff Kelly, First Boynton.

Pledge of Allegiance to the Flag led by Commissioner Thomas Turkin.

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. City Announcements
- Tire Amnesty Week - December 1st through December 5th, 2025

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**

A. Advisory Board Appointments- Tabled at the November 4, 2025, Commission Meeting.
City Commission to reappoint and appoint eligible members of the community to serve in vacant positions on City Advisory Boards.

B. Community Support Funds.
Approve Community Support Fund requests from Commissioner Turkin.

6. **Consent Agenda**

A. Proposed Resolution No. R25-292- Approve the Supplemental Amendment to the Utility Work Agreement No. 1 (UWA) between the Florida Department of Transportation (FDOT) and the City of Boynton Beach for FDOT Project FPID 435804-1-56-03, Contract ATI74- SR-9/I-95 at SR-804 (Boynton Beach Boulevard) Interchange Improvements Project.

Staff recommends approval of Proposed Resolution No. R25-292.

B. Proposed Resolution No. R25-293- Approve a Collocation Agreement between the City and Cellco Partnership d/b/a Verizon Wireless for Use of Property to Install Personal Wireless Services Facilities, and approve a Memorandum of Agreement

between the Parties, to allow for ground equipment and collocation on the existing telecommunications tower at 1901 N. Seacrest Blvd., with a lease area of 72 square feet.
Staff recommends approval of Proposed Resolution No. R25-293.

C. Proposed Resolution No. R25-294- Approve the Utility Easement between Ridgepoint Woods Association, Inc. and the City of Boynton Beach, and the Consent to Easement between High Point Boulevard Association, Inc. and the City of Boynton Beach for a force main extension project.

Staff recommends approval of Proposed Resolution No. R25-294.

D. Proposed Resolution No. R25-295- Approve Amendment #2 for Landscape Maintenance Memorandum of Agreement ("MMOA") with Florida Department of Transportation ("FDOT"), for the additional landscape improvements on Boynton Beach Boulevard between US-1/N Federal Highway and East of I-95.

Staff recommends approval of Proposed Resolution No. R25-295.

E. Proposed Resolution No. R25-296- Approve Amendment No.1 to Management Agreement between the City of Boynton Beach and the Boynton Cultural Centre, Inc. (Schoolhouse Children's Museum).
Staff recommends approval of Proposed Resolution No. R25-296.

F. Proposed Resolution No. R25-297- Approve and authorize the Mayor (or designee) to apply for the State permit necessary to temporarily close Federal Highway on Saturday, December 6, 2025, for the 54th Annual Holiday Parade.
Staff recommends approval of Proposed Resolution No. R25-297.

G. Proposed Resolution No. R25-301- Approving an Interlocal Agreement between the City and the Boynton Beach Community Redevelopment Agency for Funding for Beautification Technicians. Proposed Resolution No. R25-302- Approving an Interlocal Agreement between the City and the Boynton Beach Community Redevelopment Agency for Funding for Code Enforcement Officers. Proposed Resolution No. R25-303- Approving an Interlocal Agreement between the City and the Boynton Beach Community Redevelopment Agency for Funding for the Engineer/Project Manager position. Proposed Resolution No. R25-304- Approving an Interlocal Agreement between the City and the Boynton Beach Community Redevelopment Agency for Funding Boynton Beach Police Department Cameras. Proposed Resolution No. R25-305- Approving the Revised Exhibit A to the Interlocal Agreement for Funding Construction and Professional Services between the City and CRA (Fiscal Year 2025-2026 Projects) as approved by the CRA Board on November 10th, 2025. Proposed Resolution No. R25-306- Approving a Budget Amendment for Fiscal Year 2025-2026, Amending the Capital Appropriation for the Inn at Boynton Demolition Project.
Staff recommends approval of Proposed Resolutions No. R25-301, R25-302, R25-303, R25-304, R25-305 and R28-306.

H. Proposed Resolution No. R25-307- Approve budget amendment for FY2024-25, adjusting the budget appropriations and revenue sources and providing spending

authority for various Funds, Operating Departments, and Capital Budgets.
Staff recommends approval of Proposed Resolution No. R25-307.

I. Proposed Resolution No. R25-308- FY2025-26 Budget Amendment modifying various Funds to address FY2024-25 Purchase Orders (Encumbrances).
Staff recommends approval of Proposed Resolution No. R25-308.

J. Commission Meeting Minutes.
Approve minutes from the October 21, 2025 and November 4, 2025 City Commission Meetings.

7. **Consent Bids and Purchases**

A. Proposed Resolution No. R25-298- Approve a Sole Source Agreement with Pat's Pump & Blower, LLC for the purchase of parts, equipment, and maintenance and repair services for Aqua Tech vac trucks, in an annual amount not to exceed $108,900.
Staff recommends approval of Proposed Resolution No. R25-298.

B. Proposed Resolution No. R25-299- Award Invitation to Bid No. 25-078B for the Demolition and Reconstruction of Two Boat Ramp Structures at Pioneer Canal Park to Mangonia Construction, LLC, and approve an Agreement between the City and Mangonia Construction Group, LLC in the amount of $798,225, plus a 10% contingency $79,822.50 for unforeseen field conditions, for a total not-to-exceed amount of $878,047.50.
Staff recommends approval of Proposed Resolution No. R25-299.

C. Proposed Resolution No. R25-300- Approve the purchase of a SWAT Robot from ICOR Technology Inc., for the Police Department in the amount of $87,500, utilizing Capital Improvement Program (CIP) funds and piggybacking GSA Contract GS-07F-0430V, and authorize the Mayor to execute all necessary documents and issue a purchase order for this acquisition.

Staff recommends approval of Proposed Resolution No. R25-300.

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. 25-035- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, Amending Part III "Land Development Regulations," Article II "Planning and Zoning Division Services," Section 4, "Relief Applications" by Amending Subsection F, "Requests for Accommodation," in order to Provide Procedures for Handling and Processing Requests for Accommodation from the City's Land Development Regulations; Providing for Conflicts; Providing for Severability; Providing for Codification; Providing an Effective Date; and For All Other Purposes.

Staff recommends approval of Proposed Ordinance No. 25-035, at second reading.

B. Proposed Ordinance No. 25-036- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, adding Chapter 2, Article IV, Section 2-60 to the City Code of Ordinance Entitled "Public-Private Partnerships;" Establishing Procedures for Public-Private Partnerships and Unsolicited Proposals; Providing for Codification; Providing for Severability; Providing for Conflicts; and Providing for an Effective Date.
Staff recommends approval of Proposed Ordinance No. 25-036, at second reading.

C. Proposed Ordinance No. 25-037- Second Reading, An Ordinance of the City of Boynton Beach, Florida, Submitting to Referendum an Amendment to the City Charter; Adding a Preamble to the City Charter to Establish the Foundational Purposes and Principles Of City Governance; Providing for a Notice of an Advertisement of the Referendum Election to be Published in Accordance with the State of Florida Election Code; Providing that this Ordinance, when Adopted, Shall Be Submitted to the Qualified Electors of the City of Boynton Beach, Florida, on the March 2026 General Municipal Election Ballot and Shall Become Effective as Provided by Law; Providing for Conflicts, Severability, and an Effective Date.
Staff recommends approval of Proposed Ordinance No. 25-037, at second reading.

D. Proposed Ordinance No. 25-038- Second Reading, An Ordinance of the City of Boynton Beach, Florida, Submitting to Referendum Amendments to the City Charter; Amending Section 3 to Require Continuous Residence within the City for at Least One (1) Year Prior to Filing to Run for Office; Providing for a Notice of an Advertisement of the Referendum Election to be Published in Accordance with the State of Florida Election Code; Providing that this Ordinance, when Adopted, Shall be Submitted to the Qualified Electors of the City of Boynton Beach, Florida, on the March 2026 General Municipal Election Ballot and Shall Become Effective as Provided by Law; Providing for Conflicts, Severability, and an Effective Date.
Staff recommends approval of Proposed Ordinance No. 25-038, at second reading.

E. Proposed Ordinance No. 25-041- Second Reading, An Ordinance of the City of Boynton Beach, Florida, Submitting to Referendum Amendments to the City Charter; Amending Sections 8, 20, 23, 24, 40, 50, 52, 54, and 55 to Modernize Language by Replacing Masculine-Only Pronouns and to Update Notice and Publication Requirements to Comply with Current Florida Statutes and Digital-Age Communication Practices; Providing for a Notice of an Advertisement of the Referendum Election to be Published in Accordance with the State of Florida Election Code; Providing that this Ordinance, When Adopted, Shall be Submitted to the Qualified Electors of the City of Boynton Beach, Florida, on the March 2026 General Municipal Election Ballot and Shall Become Effective as Provided by Law; Providing for Conflicts, Severability, and an Effective Date.
Staff recommends approval of Proposed Ordinance No. 25-041, at second reading.

F. Proposed Ordinance No. 25-042- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Ordinance No. 89-38 by amending the Future Land Use Map of the City of Boynton Beach, Florida, for an approximately 64.54 acre parcel of real property generally located west of High Ridge Road between Hypoluxo Road and Miner Road, by changing the future land use designation from LDR (Low Density Residential) to R (Recreation); declaring the

proposed amendment to the future land use map to be consistent with all other elements of the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.
Staff recommends approval of Proposed Ordinance No. 25-042, at first reading.

G. Proposed Ordinance No. 25-043- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, for the High Ridge Country Club, amending Ordinance No. 02-013 to rezone approximately 64.54 acres generally located west of High Ridge Road between Hypoluxo Road and Miner Road, from R-1-AA (Single-Family Residential District) to REC (Recreation); declaring the proposed amendment to be consistent with the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.
Staff recommends approval of Proposed Ordinance No. 25-043, at first reading.

H. Proposed Ordinance No. 25-044- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, approving the abandonment of a portion of the 60' wide NW 7th Court right-of-way, commencing at the south line of the Stanford Park Plat and terminating at the north right-of-way line of Miner Road; authorizing the City Manager to execute a disclaimer, which shall be recorded with this ordinance in the public records of Palm Beach County, Florida; providing an effective date; and for all other purposes.
Staff recommends approval of Proposed Ordinance No. 25-044, on first reading.

9. **City Manager's Report**

10. **Regular Agenda**

A. Discussion and Update- Eco Park Project Timeline and Grant Status.
Receive the Eco Park project update and provide direction to staff regarding the grant provider's response requiring the city to maintain the revised project scope to keep grant funding.

B. Strategic Plan Presentation and Update
Requested by Vice Mayor Hay.

11. **Future Agenda Items**

A. Quarterly joint City/CRA coordination meeting - **January 13, 2026**
Requested by City Commission and CRA Board.

B. Discussion regarding combining City properties together to create senior affordable housing.**- January 13, 2026 (CRA/City Joint meeting)**
Requested by Vice Mayor Hay.

C.
Discussion regarding a proposed Ordinance of the City of Boynton Beach, Florida repealing and replacing Chapter 15 "Offenses- Miscellaneous*," Article I "In General" Noise Control-Short title," and creating new sections thereunder; providing for conflicts, severability, codification; and providing an effective date. **Tabled at the August 19, 2025, meeting.- TBD**

Requested by Commissioner Cruz

D. Discussion regarding Citywide Master Plan to light up the City.- **TBD**
Requested by Commissioner Turkin.

E. Discussion regarding requirements to construct required sidewalks and exemptions as outlined in Land Development Regulations, Chapter 4, Article VIII, Section 3 Standards, D Sidewalks. **- TBD**
Requested by Commissioner Cruz.

F. Discussion regarding creating a beautification board. **- TBD**
Requested by Commissioner Turkin.

G. Discussion on utility lift station upgrades and odor control - **TBD**
Requested by Vice Mayor Hay.

H. Discussion in regards to an additional area that might be available as a future cemetery.**- TBD**
Requested by Vice Mayor Hay.

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

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: 11/18/2025

City Announcements

Requested Action:

- Tire Amnesty Week - December 1st through December 5th, 2025

Explanation of Request: City staff will present each of their events.

Budgeted Item: Yes

Account Line Item and Description: Each item has different account line items.

Fiscal Impact: These are budgeted events.

Attachments:
Public Works Newsletter (Presentation).pdf

December 1–5, 2025

TIRE AMNESTY WEEK

Clear out unwanted tires and help keep Boynton Beach clean.

Residents may place up to 8 car or passenger tires (with or without rims) at the curb on their regular bulk collection day.



Guidelines:

- Place tires at the edge of the road, at least 3 feet from carts, mailboxes, and poles
- Keep tires separate from vegetation and other debris

Solid Waste Division
(561) 742-6000 | Monday–Friday, 7:30 A.M.–4:30 P.M.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/18/2025

Advisory Board Appointments- Tabled at the November 4, 2025, Commission Meeting.

Requested Action: City Commission to reappoint and appoint eligible members of the community to serve in vacant positions on City Advisory Boards.

Explanation of Request:

The City Clerk's Office has received applications from City residents who are seeking to become new board members.

The attached list contains term openings and vacancies on the various advisory boards with the designated Commission members having responsibility for the appointment to fill each term opening and vacancy.

How will this affect city programs or services? Appointments are necessary to keep City Advisory Boards full and operating as effectively as possible.

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

Attachments:
Advisory Board Appointments Reappointments and Applicants for November 18 2025.docx
Ariella Tenenboim - Education and Youth Advisory Board.pdf

Advisory Board Vacancies November 18, 2025

Building Board of Adjustment and Appeals
Regular Member 2 (2 year) terms
Alternate Member 2 (1 year) terms

III	Turkin	Regular	Vacant
IV	Kelley	Regular	Vacant
Mayor	Shelton	Alternate	Vacant

Applicants: None

Education and Youth Advisory Board
Regular Member 2 (2 year) terms
Alternate/Student Member 2 (1 year) terms

I	Cruz	Regular	Vacant
Vice Mayor	Hay	Student	Vacant
III	Turkin	Student	Vacant
IV	Kelley	Student	Vacant

Applicant: Ariella Tenenboim Student Appointment

Historic Resources Preservation Board – Quasi-judicial
Regular Member 2 (2 year) terms
Alternate Member 2 (1 year) terms

III	Turkin	Regular	Vacant
IV	Kelley	Alternate	Vacant
Mayor	Shelton	Alternate	Vacant

Applicants: None

Library Advisory Board
Regular Member 2 (2 year) terms
Alternate Member 2 (1 year) terms

III	Turkin	Regular	Vacant

Applicants: None

Applications Received:

11/02/25	Regina Fay	Sr. Adv.	No vacancies notified via email 11/4/25
09/20/25	Taylor Millien	E&YAB	Does not live in the City- can apply for waiver, applicant notified via email 09/30/25.
09/08/25	Suzanne Ferguson	CRAB	No vacancies Applicant notified via email 9/8/25
08/07/25	Thiago Coracini	CRAB	No vacancies, not a registered voter, Applicant notified via email 08/08/25
06/11/25	Mark Karageorge	CRAB	No vacancies Applicant notified via email 6/16/25
04/06/25	Deborah Tarca	CRAB	No vacancies Applicant notified via email 4/18/25

Advisory Board Appointment Application

Thank you for your interest in serving on one of the City's Advisory Boards and for taking the time to fill out this form. If instructions are not followed or the application is not filled out in its entirety, the form will be returned for clarification.

EMAIL DISCLAIMER: Please be advised that under Florida law, e-mail addresses are public records. If you do not want your e- mail address released in response to a public-records request, do not send electronic mail. Instead, contact the City of Boynton Beach offices by phone or in writing: City of Boynton Beach, City Clerk's Office, City Hall, 100 E. Ocean Ave., Boynton Beach, FL 33435,

Mailing address: P.O. Box 310, Boynton Beach, FL 33435-0310 | Phone: (561) 742-6060 | City Clerk FAX: (561) 742-6090

Today's Date *

10/21/2025

First Name *

Ariella

Last Name *

Tenenboim

Phone Number *

5613442843

Email *

ariella.tenenboim@gmail.com

Date of Birth *

6/27/2008

Street Address *

9422 Aqua Vista Blvd.

Street Address 2

City *

Boynton Beach

State *

Florida

Zip Code *

33437

Country *

United States

Current occupation or, if retired prior occupation

Student

Education

High school student

Are you a registered voter *

○ Yes ◉ No

Do you reside within the Boynton Beach City Limits? *

◉ Yes ○ No

Do you own/manage a business within City limits? *

Yes No

If Yes, Name of Business

Are you currently serving on a City board? *

Yes No

Have you served on a City board in the past? *

Yes No

If Yes, which board(s) and when?

Have you ever been convicted of a crime? *

Yes No

If Yes, when and where?

Advisory Board *

Please indicate which advisory board you are seeking appointment.

Education and Youth Advisory Board

For board listing. requirements, responsibilities and meeting times and dates. please visit: Advisory Boards web page

If appointed by the City Commission to serve as a Board Chair or Vice Chair are you willing to serve in this capacity? *

Yes No

Personal Qualifications *

What personal qualifications do you possess (i.e. profession, previous experience, branch of military service or organization which you feel would make you a good candidate for this board? Please be specific. ,

I am a passionate and dedicated student with an interest in politics and community improvement. I have previously served my community through volunteer work at my synagogue and school, and I now intend to assist the local governance to accomplish this same goal.

Professional Memberships *

Please list any professional memberships

I am not currently a member of any professional bodies.

Attachments

Feel free to attach/upload an extra sheet or resume.

Ari Tenenboim Resume.pdf 42.65KB

Your completed Advisory Board Appointment application will be added to the City's Talent Bank, a file to which Commissioners may turn for candidates when board openings occur.

Certification *

I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.

I, the applicant, DO NOT certify that the statements and answers provided herein are true and accurate.

Ariella Tenenboim
9422 Aqua Vista Blvd.
Boynton Beach, FL 33437
ariella.tenenboim@gmail.com

Education

Boynton Beach Community High School (Class of 2026)

Rank: 1/387

Weighted GPA: 5.07 | Unweighted GPA: 3.94

Advanced coursework in AICE, Honors, and Dual Enrollment courses

Leadership & Extracurricular Activities

President, Dungeons & Dragons Club (8/30/2023–Present)

Organized and led weekly game sessions, developing strategic thinking and collaboration skills.

Community Chair, National Junior Art Honor Society (NJAHS) (8/22/2024–5/25/2025)

Planned community outreach initiatives and other events alongside other club leaders.

Head of Art, Art and Design Club (8/22/2025-Present)

Oversaw member activities and ensured portfolio creation was proceeding in a timely manner

Marketing Officer and Head Graphic Designer, Boynton Aerospace Science Academy (BASA) (8/22/2024–5/25/2025)

Designed and produced all marketing materials across multiple mediums, including digital and print.

Led branding and promotional efforts to increase engagement and visibility for BASA initiatives.

Member, Tiger Circle (8/22/2024–Present)

Gave feedback on decisions made by the school as a representative of the student body.

Secretary, Newsletter (8/29/2022–Present)

Assisted in graphic design and content creation for the weekly publication while proposing methods of improving the newsletter and assisting its editors.

Secretary, Chess Club (8/30/2023–Present)

Developed critical thinking and problem-solving skills through competitive play alongside advising the president and sponsor to ensure the organization is meeting the needs of its members.

Historian, Drama Club (8/22/2025-Present)

Managed club marketing and recordkeeping while growing communicative and leadership skills.

Volunteer Experience

Temple Music Department Volunteer (with Cantor Jake, 8/16/2022–Present)

Assisted in organizing musical performances and supported event logistics.

The Giving Tree – Holiday Wish List Drive (2022–Present)

Assisted in organizing and distributing holiday gifts for families in need, ensuring that each child received personalized presents.

Helped input wish lists into the database and assisted with website updates to streamline the donation and distribution process

Gained firsthand experience in nonprofit event coordination and community outreach

Internship Experience

Temple Beth El – Backstage Technician (3/2025-Present)

Gained experience in managing multiple aspects of large-scale productions involving live performances

onetwoten marketing – Marketing Intern (5/2025-Present)

Assisted nonprofit marketing agency with creative campaigns including video editing, graphic design and content creation

Skills

Strong foundation in STEM coursework with honors and AICE-level science, history, communications and mathematics.

Graphic design and marketing experience through BASA leadership.

Analytical thinking and problem-solving through chess and D&D leadership.

Effective team leadership and collaboration in club and community activities.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/18/2025

Community Support Funds.

Requested Action: Approve Community Support Fund requests from Commissioner Turkin.

How will this affect city programs or services? NA

Budgeted Item: Yes

Account Line Item and Description: Community Support Funds:
001-1110-511-83-03- Commissioner Turkin

Fiscal Impact: This is a budgeted line item.

Attachments:
8. East Boynton Little League $950.doc

EXHIBIT "A"

COMMUNITY SUPPORT FUNDS
REQUEST FORM

Part I - Summary of Request (to be completed by City Clerk)

Date of Request: November 18, 2025
Requested by Mayor/Commissioner: Commissioner Turkin
Amount Requested: $950
Recipient/Payee: East Boynton Little League
Description of project, program, or activity to be funded: Sponsorship for Spring 2026 Season

Part II - Availability of funds

The annual appropriation of funds available to the requesting Member of the Commission listed above is $3,000.

The balance of funds available for the requesting Member of the Commission is $2500.

Accordingly:

- ☐ There are funds available as requested
- ☐ There are insufficient funds available as requested

Dated: _____ By: _____
Maylee De Jesús, City Clerk

Part III-Eligibility Evaluation

- ☐ Public funds will not be used to improve private property unless there is a clear public need, purpose and benefit
- ☐ The recipient/payee provides services within the City
- ☐ The public purpose is beneficial to the entire community served by such donation

Dated:_____ By: _____
Requesting Member of the City Commission

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/18/2025

Proposed Resolution No. R25-292- Approve the Supplemental Amendment to the Utility Work Agreement No. 1 (UWA) between the Florida Department of Transportation (FDOT) and the City of Boynton Beach for FDOT Project FPID 435804-1-56-03, Contract ATI74- SR-9/I-95 at SR-804 (Boynton Beach Boulevard) Interchange Improvements Project.

Requested Action:

Staff recommends approval of Proposed Resolution No. R25-292.

Explanation of Request:

In 2024, the Florida Department of Transportation (FDOT) and the City of Boynton Beach (City) executed a Utility Work Agreement (UWA) for Project FPID 435804-1-56-03, Contract ATI74- the SR-9/I-95 at SR-804 (Boynton Beach Boulevard) Interchange Project. The agreement was approved and executed under City Commission Agenda Item R24-284.

The original UWA identified the amount FDOT would reimburse the City for the relocation of the existing water and wastewater infrastructure. The original Utility Work Estimate (UWE) included a total reimbursement amount of $1,158,033.79.

In early 2025, the City retained an engineering firm to perform the detailed design, permitting, bidding, and limited services during construction for the utility relocations. This submittal includes a revised project cost estimate and supporting documentation to justify the need for additional funds. The revisions reflect changes in construction costs and project requirements identified during the design phase.

As requested by the FDOT, the City is now submitting an updated UWE for the project. This update includes a revised project cost estimate and supporting documentation to justify the need for additional funds. The revised Utility Work Estimate (UWE) includes a total reimbursement amount of $4,391,260.

The net increase of $3,233,226.21 results in the attached Supplemental Amendment No. 1, which requires approval by the City Commission. Once the City Commission approves the UWE, this will be reviewed for approval by FDOT.

How will this affect city programs or services? Allows City to work with FDOT to provide better transportation and roadways at one of the major artery roads into the City.

Account Line Item and Description: Not applicable.

Fiscal Impact: This is a positive fiscal impact for the City, as the Florida Department of Transportation (FDOT) is responsible for the reimbursement, and if approved, the amount the City will receive will cover the cost of the utility infrastructure relocation for the FDOT construction project.

Attachments:
R25-292 Agenda_Item_3882-2025_Resolution_for_Amd__1_to_Utility_Work_Agreement_between_FDOT_and_City_for_SR 95_and_SR-804.docx
Exhibit A to Resolution - 435804-1-56-03 Agreement_Supplemental Amendment #1_UWA_City of Boynton Beach.pdf
Signed UWE_Rev1.pdf
R24-284 Executed Resolution and Agenda.pdf

RESOLUTION NO. R25-292

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A SUPPLEMENTAL AMENDMENT NO. 1 TO THE UTILITY WORK AGREEMENT BETWEEN THE CITY AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE I-95 INTERCHANGE AND BOYNTON BEACH BOULEVARD IMPROVEMENTS PROJECT; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City and the Florida Department of Transportation ("FDOT") entered into a Utility Work Agreement ("UWA") for the construction, restructuring, or change of public road and other improvements located on a public road or publicly owned rail corridor identified as SR-804/E. Ocean Avenue from SR-9/I-95 at SR-804/Boynton Beach Blvd. Interchange, which required the relocation of existing water and wastewater infrastructure, approved by Resolution No. R24-284 on November 19, 2024; and

WHEREAS, the original UWA identified the amount FDOT would reimburse the City for the relocation of the water and wastewater infrastructure to be $1,158,033.79, but upon the City's retention of an engineering firm to perform the detailed design, permitting, bidding, and limited services during construction for the utility relocations, a new, total reimbursement amount of $4,391,260.00 is provided in a revised Utility Work Estimate ("UWE"); 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 net increase of $3,233,226.21 to the UWE, for a new total of $4,391,260.00, and approve Supplemental Amendment No. 1 between the City and the Florida Department of Transportation to the Utility Work Agreement for the construction, restructuring, or change of public road and other improvements located on a public road or publicly owned rail corridor identified as SR-804/E. Ocean Avenue from SR-9/I-95 at SR-804/Boynton Beach Blvd. Interchange requiring the relocation of existing water and wastewater infrastructure for additional funding.

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 Supplemental Amendment No. 1 in the amount of $3,233,226.21 to the Utility Work Agreement with the Florida Department of Transportation for Construction of a mid-block crossing during the Department's resurfacing work along SR-804/E. Ocean Avenue from SR-5/US-1 to SR-A1A/N. Ocean Boulevard requiring the relocation of existing water and wastewater infrastructure for additional funding in the amount of $136,825 (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 Supplemental Amendment No. 1. The Mayor is further authorized to execute any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. The Mayor-executed Amendment shall be forwarded to Milot Emile to obtain execution of the Supplemental Amendment No. 1 by FDOT. Milot Emile shall ensure that one fully executed Supplemental Amendment No. 1 is returned to the City, which will be provided to the Office of the City Attorney for forwarding to the City Clerk for retention as a public record.

SECTION 5. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-292

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Financial Project ID: 435804-1-56-03	Federal Project ID:D418-023-B
County: Palm Beach	State Road No.: 9/I-95
District Document No.: AT174	
Utility Agency/ Owner (UAO): City of Boynton Beach	

SUPPLEMENTAL AMENDMENT NUMBER ONE
TO
Utility Work Agreement (UWA)

THIS AMENDMENT to the Utility Work Agreement ("UWA") is made and entered into on this ___ day of _____, 20_____ by and among the City of Boynton Beach ("UAO" located in Palm Beach County, Florida, and the Florida Department of Transportation ("FDOT" or "Department"), (collectively "Parties").

WHEREAS, the parties entered into Utility Work Agreement ("UWA") on or about December 5, 2024, (hereinafter "Agreement") wherein the FDOT agreed to pay the UAO, to have the UAO contractor perform certain Utility Relocation work for the relocation of UAO's facilities; and,

WHEREAS, the parties wish to modify the Agreement to revise the utility Work estimate due to the increase to the changes to the relocation work.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein the FDOT and the UAO agree as follows:

1. See attached herewith and made a part hereto is the revised Utility Work Estimate that replaces the Utility Work Estimate on the Original Agreement.

2. The cost of the utility work stated in Paragraph 2.a; of the Original Agreement is to be updated as follows:

Original Agreement Amount:	$ 1,158,003.79
This Change (Supplemental Amendment No. One):	$ 3,233,226.21
Total Agreement Amount:	**$ 4,391,260.00**

Except as modified by this Amendment, all terms and conditions of the AGREEMENT shall remain in full force and effect.

UTILITY:
City of Boynton Beach

By: _____

WITNESSES:

_____
Witness Signature

_____
Print Name

Legal Review

By: _____
City of Boynton Beach Attorney

FLORIDA DEPARTMENT OF TRANSPORTATION

_____
John P. Krane, P.E., Director of Transportation Development

Recommended Approval by District Utility Office

By: (signature) _____

FDOT Legal Review

By: (signature) _____

Attachment No. 3

FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY WORK ESTIMATE

FDOT PROJECT INFORMATION

Financial Project ID: 435804-1-56-04	Federal Project ID: D418-023-B
State Road Number: 804	County: Palm Beach
FDOT Plans Dated: 07/19/2024	District Document No.:

UTILITY AGENCY/OWNER (UAO)

Utility Company: City of Boynton Beach	Job No. or Work Order No.:	
UAO Project Rep: Keith Weber	Phone: 561-742-6454	E-mail: WebberK@bbfl.us
UAO Field Rep: Brandon Eckenwiler	Phone:	E-mail: EckenwilerB@bbfl.us

SECTION A: ITEMIZED COST ESTIMATE

Item	Item Cost ($)	Overhead (%) (Must use "%" or "." i.e. 10% or .10)	Item Cost + Overhead ($)
Preliminary Engineering	$542,420.00	0%	$542,420.00
Right of Way Acquisition	$0.00	0%	$0.00
Construction Engineering	$348,840.00	0%	$348,840.00
Construction Labor			0
Materials and Supplies			0
Transportation & Equipment			0
Contract Construction	$3,500,000.00	0%	$3,500,000.00
Miscellaneous Expenses			0
		Total Cost Estimate =>	$4,391,260.00

SECTION B: DEDUCTIONS

Item	Item Value ($)
Salvage Value	
Betterment	
Extended Service Life	
Total Deductions =>	0

SECTION C: REIMBURSEMENT

Total Cost Estimate from SECTION A =>	$4,391,260.00
Total Deductions from SECTION B =>	0
Total Reimbursement* =>	$4,391,260.00

*Update the estimated Total Reimbursement for changes in excess of 10%

UTILITY SIGNATURE

UAO Rep. Keith WEbber Digitally signed by Keith WEbber Date: 2025.10.15 10:00:48 -04'00' Date 10/15/2025

Name Keith Webber, PE

Title Assistant Director, Engineering

Attachment No. 3

FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY WORK ESTIMATE

FDOT PROJECT INFORMATION

Financial Project ID: 435804-1-56-04	Federal Project ID: D418-023-B
State Road Number: 804	County: Palm Beach
FDOT Plans Dated: 07/19/2024	District Document No.:

UTILITY AGENCY/OWNER (UAO)

Utility Company: City of Boynton Beach	Job No. or Work Order No.:	
UAO Project Rep: Keith Weber	Phone: 561-742-6454	E-mail: WebberK@bbfl.us
UAO Field Rep: Brandon Eckenwiler	Phone:	E-mail: EckenwilerB@bbfl.us

SECTION A: ITEMIZED COST ESTIMATE

Item	Item Cost ($)	Overhead (%) (Must use "%" or "." i.e. 10% or .10)	Item Cost + Overhead ($)
Preliminary Engineering	$542,420.00	0%	$542,420.00
Right of Way Acquisition	$0.00	0%	$0.00
Construction Engineering	$348,840.00	0%	$348,840.00
Construction Labor			0
Materials and Supplies			0
Transportation & Equipment			0
Contract Construction	$3,500,000.00	0%	$3,500,000.00
Miscellaneous Expenses			0
		Total Cost Estimate =>	$4,391,260.00

SECTION B: DEDUCTIONS

Item	Item Value ($)
Salvage Value	
Betterment	
Extended Service Life	
Total Deductions =>	0

SECTION C: REIMBURSEMENT

Total Cost Estimate from SECTION A =>	$4,391,260.00
Total Deductions from SECTION B =>	0
Total Reimbursement* =>	$4,391,260.00

*Update the estimated Total Reimbursement for changes in excess of 10%

UTILITY SIGNATURE

UAO Rep. Keith WEbber Digitally signed by Keith WEbber Date: 2025.10.15 10:00:48 -04'00' Date 10/15/2025

Name Keith Webber, PE

Title Assistant Director, Engineering

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/19/2024

Proposed Resolution No. R24-284- Approve the Utility Work Agreement (UWA) between the Florida Department of Transportation (FDOT) and the City of Boynton Beach for I-95 Interchange and Boynton Beach Blvd. improvements project.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-284.

Explanation of Request: The FDOT is currently engaging in a project which involves constructing, reconstructing, or otherwise changing a public road and other improvements located on a public road or publicly owned rail corridor identified as SR-9/I-95 at SR-804/Boynton Beach Blvd. Interchange, State Road No.9.

As part of the project, the City of Boynton Beach is relocating its utilities that conflicts with their design within the right-of-way.

Work must be completed by the City per section 337.403, Florida Statutes.

The Agreement is on an FDOT contract form, which includes non-standard business and legal terms, outlined in the attached disclosure document.

How will this affect city programs or services? City Utilities will be installed or relocated to meet pavement change elevations, installation of drainage, bridge widening, and sidewalk construction.

Fiscal Impact: The FDOT agrees to reimburse the City of Boynton Beach for a portion of the cost of the Utility Work, hereinafter referred to as the “FDOT Participating Amount.” The FDOT Participating Amount is estimated to be up to $1,158,034.

Attachments:
R24-284- Agenda Item 2401-2023 Resolution for FDOT Utility Work Agmt for I-95 Interchange.docx
Disclosures for FDOT Utility Work Participating Agreement (I-95 Interchange).docx
Exhibit A to Resolution - 435804-1 UWA - City of Boynton Beach.pdf
City & FDOT Utility Conflicts.pdf
435804 City of Boynton UWE 9-10-2024.pdf
UWS Executed.docx.pdf

RESOLUTION NO. R24-284

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A UTILITY WORK AGREEMENT BETWEEN THE CITY AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE I-95 INTERCHANGE AND BOYNTON BEACH BOULEVARD IMPROVEMENTS PROJECT; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City owns or desires to install certain utility facilities which are located on the public road or publicly owned rail corridor identified below, hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, or placed out of service); and

WHEREAS, the State of Florida Department of Transportation ("FDOT") is currently engaging in a project that involves constructing, reconstructing, or otherwise changing a public road and other improvements located on a public road or publicly owned rail corridor identified as SR-9/I-95 at SR-804/Boynton Beach Blvd. Interchange, State Road No.9, hereinafter referred to as the "Project;" and

WHEREAS, the Project requires the location (vertically and/or horizontally), protection, relocation, installation, adjustment, or removal of the Facilities, or some combination thereof, hereinafter referred to as "Utility Work;" and

WHEREAS, the City, in accordance with and subject to the limitations of the terms and conditions of the Agreement, is entitled to be reimbursed for some portion or all of the Utility Work; and

WHEREAS, FDOT and the City desire to enter into an agreement that establishes the terms and conditions applicable to the Utility Work; 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 Utility Work Agreement between the City and the State of Florida Department of Transportation for the I-95 Interchange and Boynton Beach Boulevard improvements 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, does hereby approve a Utility Work Agreement between the City and the State of Florida Department of Transportation (FDOT") for the I-95 Interchange and Boynton Beach Boulevard improvements project (the "Agreement"), 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 Agreement. 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 4. The Mayor-executed Agreement shall be forwarded to Keith Webber to obtain execution by FDOT. Keith Webber shall be responsible for ensuring that one fully executed Agreement is returned to the City, to be provided to the Office of the City Attorney for forwarding to the City Clerk for retention as a public record.

SECTION 5. 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

Ty Penserga
Mayor
11/21/2024

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY WORK AGREEMENT

(**FDOT** PARTICIPATING IN EXPENSE)

Financial Project ID: 435804-1-56-03	**Federal Project ID: D424 041 B**
County: Palm Beach	**State Road No.: 9**
District Document No:	
Utility Agency/Owner (UAO): City of Boynton Beach	

THIS AGREEMENT, entered into this _____day of_____, year of_____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the **"FDOT**," and **City of Boynton Beach**, hereinafter referred to as the **"UAO"**;

WITNESSETH:

WHEREAS, the **UAO** owns or desires to install certain utility facilities which are located on the public road or publicly owned rail corridor identified below, hereinafter referred to as the "Facilities," (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, or placed out of service); and

WHEREAS, the **FDOT**, is currently engaging in a project which involves constructing, reconstructing, or otherwise changing a public road and other improvements located on a public road or publicly owned rail corridor identified as SR-9/I-95 at SR-804/Boynton Beach Blvd. Interchange, State Road No.9, hereinafter referred to as the "Project"; and

WHEREAS, the Project requires the location (vertically and/or horizontally), protection, relocation, installation, adjustment, or removal of the Facilities, or some combination thereof, hereinafter referred to as "Utility Work"; and

WHEREAS, the **UAO**, in accordance with and subject to the limitations of the terms and conditions of this Agreement, is entitled to be reimbursed for some portion or all of the Utility Work; and

WHEREAS, the **FDOT** and the **UAO** desire to enter into an agreement which establishes the terms and conditions applicable to the Utility Work;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **UAO** hereby agree as follows:

1. Performance of Utility Work

a. The **UAO** shall perform the Utility Work in accordance with the utility relocation schedule attached hereto as Exhibit A and by this reference made a part hereof (the "Schedule"), the plans and specifications for the Utility Work which have been previously approved by the **FDOT** (the "plans"), said Plans being incorporated herein and made a part hereof by this reference, and the detailed cost breakdown for the Utility Work (the "estimate") previously prepared. If the Schedule, the Plans, and the Estimate have not been prepared as of the date of the execution of this Agreement, then the Utility Work shall be performed in accordance with the Plans, the Schedule, and the Estimate that are hereafter prepared in compliance with the notice previously sent to the **UAO** which established the terms and conditions under which those documents are to be prepared. The **FDOT's** approval of the Plans shall not be deemed to be an adoption of the Plans by the **FDOT** nor a substitution for the proper exercise of engineering judgment and the **UAO** shall at all times remain responsible for any errors or omissions in the Plans. The Utility Work shall include all Facilities located on the Project and neither the failure of the **UAO** to include all of the Facilities in the Schedule nor the Plans nor the failure of the **FDOT** to identify this omission during its review of the Plans shall relieve the **UAO** of the obligation to make those Facilities part of the Utility Work. Time shall be of the essence in complying with the total time shown by the Schedule for the Utility Work as well as any and all interim time frames specified therein. The Utility Work shall be performed in a manner and using such

methods so as to not cause a delay to the **FDOT** or its contractors in the prosecution of the Project. The **UAO** shall be responsible for all costs incurred as a result of any delay to the **FDOT** or its contractors caused by errors or omissions in the Plans, Schedule, or Estimate (including location of the Facilities and the proper inclusion of all Facilities as part of the Utility Work as stated above); failure to perform the Utility Work in accordance with the Plans and Schedule; or failure of the **UAO** to comply with any other obligation under this Agreement or under the law.

b. All Utility Work shall be performed by the **UAO's** own forces or its contractor. The **UAO** shall be responsible for obtaining any and all permits that may be necessary to perform the Utility Work. The **FDOT's** Engineer (as that term is defined by the **FDOT's** Standard Specifications for Road and Bridge Construction) has full authority over the Project and the **UAO** shall be responsible for coordinating and cooperating with the **FDOT's** Engineer. In so doing, the UAO shall make such adjustments and changes in the Plans and Schedule as the **FDOT's** engineer shall determine are necessary for the prosecution of the Project and shall stop work or modify work upon order of the **FDOT's** engineer as determined by the **FDOT's** engineer to be necessary for public health, safety or welfare. The **UAO** shall not be responsible for the cost of delays caused by such adjustments or changes unless they are attributable to the **UAO** pursuant to Subparagraph 1 a.

c. After the **FDOT** has received a proper Schedule, Estimate and Plans, the **FDOT** will issue a notice to the **UAO** which authorizes the Utility Work to proceed. The **UAO** shall notify the appropriate **FDOT** office in writing prior to beginning the Utility Work and when the **UAO** stops, resumes, or completes the Utility Work. The Utility Work shall be performed under the conditions of, and upon completion of the Utility Work, the Facilities shall be deemed to be located on the public road or publicly owned rail corridor under and pursuant to, the Utility Permit _____ (Note: Intent of this line is to allow either attachment of or separate reference to the permit).

2. Claims Against UAO

a. In the event the **FDOT's** contractor provides a notice of intent to make a claim against the **FDOT** relating to the Utility Work, the **FDOT** will, in accordance with the **FDOT's** procedure, notify the **UAO** of the notice of intent and the **UAO** will thereafter keep and maintain daily field reports and all other records relating to the intended claim.

b. In the event the **FDOT's** contractor makes any claim against the **FDOT** relating to the Utility Work, the **FDOT** will notify the **UAO** of the claim and the **UAO** will cooperate with the **FDOT** in analyzing and resolving the claim within a reasonable time. Any resolution of any portion of the claim directly between the **UAO** and the **FDOT's** contractor shall be in writing, shall be subject to written **FDOT** concurrence and shall specify the extent to which it resolves the claim against the **FDOT**.

c. The **FDOT** may withhold reimbursement to the **UAO** until final resolution (including any actual payment required) of all claims relating to the Utility Work. The right to withhold shall be limited to actual claim payments made by **FDOT** to **FDOT's** contractor.

3. Reimbursement for Utility Work

a. The **FDOT** agrees to reimburse the **UAO** for a portion of the cost of the Utility Work, hereinafter referred to as the "**FDOT** Participating Amount." The **FDOT** Participating Amount is established by the **FDOT's** Utility Estimate Summary form or similar form submitted to and accepted by the **FDOT** and the forms supporting documentation. The **FDOT** Participating Amount is estimated to be $1,158,034.00. Any costs not included in the approved Plans and Estimate and any location work (vertically or horizontally) or other engineering work performed to determine the compensability of the Utility Work shall not be reimbursed by the **FDOT**. The **UAO** shall obtain written approval from the **FDOT** prior to performing Utility Work which exceeds the Estimate or which is not in the Plans.

b. The method to be used in calculating the cost of the Utility Work shall be one of the following (check which option applies):

☒ Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.

☐ Actual and related indirect costs accumulated in accordance with an established accounting procedure developed by the **UAO** and approved by the **FDOT's**. (If this option is selected, the **UAO** shall provide written evidence of such approval).

☐ An agreed lump sum as supported by a detailed analysis of estimated costs prepared prior to the execution of this Agreement.

c. In determining the amount of the cost of the Utility Work to be reimbursed, a credit will be required for any increase in the value of the new Facility and for any salvage derived from the old Facility. These credits shall be determined as follows:

(1) Increase in value credit.

(a) Expired Service Life. If an entirely new Facility is constructed and the old Facility retired, credit for the normally-expected service life of the old Facility applies, and will be determined as of the time of the issuance of the work order. This credit shall be deducted proportionally from each invoice for the Utility Work.

(b) Upgrading. A percentage of the total cost of the Utility Work, based on the extent of the betterment obtained from the new Facilities, to be determined as of the time of the issuance of the work order, will be applied equally to each billing for the Utility Work.

(2) Salvage Value. The **FDOT** shall receive salvage value credit for any salvage which shall accrue to the **UAO** as a result of the above Utility Work. It is the **UAO's** responsibility to ensure recovery of salvageable materials and to report the salvage value of same to the **FDOT**. This Salvage Value credit shall be applied as provided in Paragraph 4 c.

4. Invoice Procedures for FDOT Participating Amount

The following terms and conditions apply to all invoices submitted pursuant to this Agreement for reimbursement of the **FDOT** Participating Amount:

a. The **UAO** may, unless reimbursement is on a lump sum basis pursuant to Subparagraph 3. b. hereof, at monthly intervals, submit progress invoices for all costs incurred for the period covered by the invoice. In addition to deductions for applicable credits, which deductions shall be shown on the invoice, the **FDOT** will retain ten (10%) percent of such progress invoices. Retainage will be paid with the final invoice. If reimbursement is on a lump sum basis pursuant to Subparagraph 3.b. hereof, the lump sum invoice shall be submitted as a final invoice pursuant to Subparagraph 4.b. below.

b. The **UAO** shall submit a final invoice to the **FDOT** for payment of all Utility Work within one hundred and eighty (180) days after written notification from the **FDOT** of final acceptance of the Utility Work. The **UAO** waives all right of reimbursement for invoices submitted more than one hundred eighty (180) days after written notification of final acceptance of the Utility Work. The **FDOT** does not waive its right to reject future untimely invoices by acceptance and payment of any invoices not submitted within one hundred eighty (180) days after written notification of final acceptance of the Utility Work.

c. All invoices shall be arranged in the order of items contained in the Estimate referred to in Paragraph 1. The totals for labor, overhead, travel expenses, transportation, equipment, materials and supplies, handling costs and all other services shall be shown in such a manner as will allow ready comparison with the approved Plan and Estimate. Materials shall be itemized where they represent major components. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in relative position with the charge for the replacement or the original charge for temporary use.

d. All invoices shall be submitted in triplicate and shall show the description and site of the project and the location where the records and accounts invoiced can be audited. Adequate reference shall be made in the invoicing to the **UAO's** records, accounts, and other relevant documents.

e. All cost records and accounts shall be maintained in the auditable condition for a period of eight hundred twenty (820) days after final payment is received by the **UAO** and shall be subject to audit by a representative of the **FDOT** at any reasonable time during this eight hundred twenty (820) day period.

f. Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Such detail shall include, but not be limited to, a separation of costs for work performed by **UAO's** employees and work performed by **UAO's** contractor.

g. Invoices for any travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes. A state agency may establish rates lower than the maximum provided in Section 112.061, Florida Statutes.

h. Upon receipt of an invoice, the **FDOT** has thirty (30) days to inspect and approve the goods and services. The **FDOT** has twenty (20) days from the latter of the date the invoice is received or the goods or services are received, inspected and approved to deliver a request for payment (voucher) to the Department of Financial Services or to return the invoice to the **UAO**.

i. If a warrant in payment of an invoice is not issued within forty (40) days from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty, as established pursuant to Section 215.422, Florida Statutes, will be due and payable in addition to the invoice amount, to the **UAO**. Interest penalties of less than one (1) dollar will not be enforced unless the **UAO** requests payment. Invoices which have to be returned to the **UAO** because of **UAO's** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **FDOT**. In the event of a bona fide dispute, the **FDOT's** voucher shall contain a statement of the dispute and authorize payment only of the undisputed amount.

j. In accordance with Section 287.0582, Florida Statutes, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the legislature.

k. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.

l. In accordance with the Florida Statutes, the **FDOT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **FDOT** shall require a statement from the comptroller of the **FDOT** that funds are

available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this Paragraph shall be incorporated verbatim in all contracts of the **FDOT** which are for an amount in excess of $25,000.00 and which have a term for a period of more than one (1) year. For this purpose, the individual work orders shall be considered to be the binding commitment of funds.

m. PUBLIC ENTITY CRIME INFORMATION STATEMENT: 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 to provide any goods or services to a public entity, 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

n. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, 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.

5. Out of Service Facilities

No Facilities shall be left in place on **FDOT's** Right of Way after the Facilities are no longer active (hereinafter "Placed out of service/Deactivated") unless specifically identified as such in the Plans. The following terms and conditions shall apply to Facilities Placed out of service/Deactivated, but only to said Facilities Placed out of service/Deactivated:

a. The **UAO** acknowledges its present and continuing ownership of and responsibility for Facilities Placed out of service/Deactivated.

b. The **FDOT** agrees to allow the **UAO** to leave the Facilities within the right of way subject to the continuing satisfactory performance of the conditions of this Agreement by **UAO**. In the event of a breach of this Agreement by **UAO**, the Facilities shall be removed upon demand from the **FDOT** in accordance with the provisions of Subparagraph 5. e. below.

c. The **UAO** shall take such steps to secure the Facilities and otherwise make the Facilities safe in accordance with any and all applicable local, state or federal laws and regulations and in accordance with the legal duty of the **UAO** to use due care in its dealings with others. The **UAO** shall be solely responsible for gathering all information necessary to meet these obligations.

d. The **UAO** shall keep and preserve all records relating to the Facilities, including, but not limited to, records of the location, nature of, and steps taken to safely secure the Facilities and shall promptly respond to information requests concerning the Facilities that are Placed out of service/Deactivated of the **FDOT** or other permittees using or seeking use of the right of way.

e. The **UAO** shall remove the Facilities upon 30 days prior written request of the **FDOT** in the event that the **FDOT** determines that removal is necessary for **FDOT** use of the right of way or in the event that the **FDOT** determines that use of the right of way is needed for other active utilities that cannot be

otherwise accommodated in the right of way. In the event that the Facilities that are Placed out of Service/Deactivated would not have qualified for reimbursement under this Agreement, removal shall be at the sole cost and expense of the **UAO** and without any right of the **UAO** to object or make any claim of any nature whatsoever with regard thereto. In the event that the Facilities that are Placed out of service/Deactivated would have qualified for reimbursement only under Section 337.403 (1)(a), Florida Statutes, removal shall be at the sole cost and expense of the **UAO** and without any right of the **UAO** to object or make any claim of any nature whatsoever with regard thereto because such a removal would be considered to be a separate future relocation not necessitated by the construction of the project pursuant to which they were Placed out of service/Deactivated, and would therefore not be eligible and approved for reimbursement by the Federal Government. In the event that the Facilities that are Placed out of service/Deactivated would have qualified for reimbursement for other reasons, removal of the out of service Facilities shall be reimbursed by the **FDOT** as though the Facilities had not been Placed out of service/Deactivated. Removal shall be completed within the time specified in the **FDOT's** notice to remove. In the event that the **UAO** fails to perform the removal properly within the specified time, the **FDOT** may proceed to perform the removal at the **UAO's** expense pursuant to the provisions of Sections 337.403 and 337.404, Florida Statutes.

f. Except as otherwise provided in Subparagraph e. above, the **UAO** agrees that the Facilities shall forever remain the legal and financial responsibility of the **UAO**. The **UAO** shall reimburse the **FDOT** for any and all costs of any nature whatsoever resulting from the presence of the Facilities within the right of way. Said costs shall include, but shall not be limited to, charges or expenses which may result from the future need to remove the Facilities or from the presence of any hazardous substance or material in the Facilities or the discharge of hazardous substances or materials from the Facilities. Nothing in this Paragraph shall be interpreted to require the **UAO** to indemnify the **FDOT** for the **FDOT's** own negligence; however, it is the intent that all other costs and expenses of any nature be the responsibility of the **UAO**.

6. Default

a. In the event that the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:

(1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from **FDOT.**

(2) Pursue a claim for damages suffered by the **FDOT**.

(3) If the Utility Work is reimbursable under this Agreement, withhold reimbursement payments until the breach is cured. The right to withhold shall be limited to actual claim payments made by **FDOT** to third parties.

(4) If the Utility Work is reimbursable under this Agreement, offset any damages suffered by the **FDOT** or the public against payments due under this Agreement for the same Project. The right to offset shall be limited to actual claim payments made by **FDOT** to third parties.

(5) Suspend the issuance of further permits to the **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within 60 days from written notice thereof from the FDOT until such time as the breach is cured.

(6) Pursue any other remedies legally available.

(7) Perform any work with its own forces or through contractors and seek repayment for the

cost thereof under Section 337.403(3), Florida Statutes.

b. In the event that the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:

(1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **UAO**.

(2) If the breach is a failure to pay an invoice for Utility Work which is reimbursable under this Agreement, pursue any statutory remedies that the **UAO** may have for failure to pay invoices.

(3) Pursue any other remedies legally available.

c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties and from any statutory obligations that either party may have with regard to the subject matter hereof.

7. Indemnification

FOR GOVERNMENT-OWNED UTILITIES:

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

When the **FDOT** receives a notice of claim for damages that may have been caused by the **UAO** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **UAO**. The **UAO** and the **FDOT** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **FDOT** will determine whether to require the participation of the **UAO** in the defense of the claim or to require the **UAO** to defend the **FDOT** in such claim as described in this section. The **FDOT's** failure to notify the **UAO** of a claim shall not release the **UAO** from any of the requirements of this section. The **FDOT** and the **UAO** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

FOR NON-GOVERNMENT-OWNED UTILITIES:

The **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

The **UAO's** obligation to indemnify, defend, and pay for the defense or at the **FDOT's** option, to participate and associate with the **FDOT** in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the **UAO** of the **FDOT's** notice of claim for indemnification to the **UAO**. The notice of claim for indemnification shall be served by certified mail. The **UAO's** obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the **UAO's** inability to evaluate liability or because the **UAO** evaluates liability and determines the **UAO** is not liable or determines the **FDOT** is solely negligent. Only a final adjudication or judgment finding the **FDOT** solely negligent shall excuse performance of this provision by the **UAO**. The **UAO** shall pay all costs and fees related to this obligation and its enforcement by the **FDOT**. The **FDOT's** delay in notifying the **UAO** of a claim shall not release **UAO** of the above duty to defend.

8. Force Majeure

Neither the **UAO** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

9. Miscellaneous

a. If the Utility Work is reimbursable under this Agreement, the **UAO** shall fully comply with the provisions of Title VI of the Civil Rights Act of 1964 and any subsequent revisions thereto in connection with the Utility Work covered by this agreement, and such compliance will be governed by the method marked below:

☒ The **UAO** will perform all or part of such Utility Work by a contractor paid under a contract let by the **UAO**, and the Appendix "A" of Assurances transmitted with the issued work order will be included in said contract let by the **UAO**.

☐ The **UAO** will perform all of its Utility Work entirely with **UAO' s** forces, and Appendix "A" of Assurances is not required.

☐ The Utility Work involved is agreed to by way of just compensation for the taking of the **UAO's** facilities on right-of-way in which the **UAO** holds a compensable interest, and Appendix "A" of Assurances is not required.

☐ The **UAO** will perform all such Utility Work entirely by continuing contract, which contract to perform all future Utility Work was executed with the **UAO's** contractor prior to August 3, 1965, and Appendix "A" of Assurances is not required.

b. The Facilities shall at all times remain the property of and be properly protected and maintained by the **UAO** in accordance with the then current Utility Accommodation Manual and the current utility permit for the Facilities.

c. Pursuant to Section 287.058, Florida Statutes, the **FDOT** may unilaterally cancel this Agreement for refusal by the **UAO** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **UAO** in conjunction with this Agreement.

d. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the **FDOT** has manuals and written

policies and procedures which shall be applicable at the time of the Project and the relocation of the Facilities and except that the **UAO** and the **FDOT** may have entered into joint agreements for Utility Work to be performed by **FDOT's** highway contractor. To the extent that such a joint agreement exists, this Agreement shall not apply to Facilities covered by the joint agreement. Copies of **FDOT** manuals, policies, and procedures will be provided to the **UAO** upon request.

e. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof.

f. Time is of the essence in the performance of all obligations under this Agreement.

g. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The **UAO** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

If to the **UAO**:
Milot Emile, P.E., Boynton Beach Utilities
124 E. Woolbright Rd., Boynton Beach, FL 33435
emilem@bbfl.us / (561)742-6407

If to the **FDOT**:
Kadian McLean, District Utilities Administrator
3400 W. Commercial Blvd. Ft. Lauderdale, FL 33309
Kadian.McLean@dot.state.fl.us / (954)777-4128

10. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **UAO** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled "Changes To Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **UAO** hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled "Changes To Form Document."

You MUST signify by selecting or checking which of the following applies:

☒ No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.
☐ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

UTILITY: City of Boynton Beach

BY: (Signature) _____ **DATE:** 11/21/2024

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By: _____
Shawna G. Lamb,
City Attorney

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY WORK AGREEMENT

(**FDOT** PARTICIPATING IN EXPENSE)

(Typed Name: Ty Penserga

(Typed Title: Mayor

Recommend Approval by the District Utility Office

BY: (Signature) _____ **DATE:** _____

FDOT Legal review

BY: (Signature) _____ **DATE:** _____

District Counsel

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: (Signature) _____ **DATE:** _____

(Typed Name: Steven C. Braun, P.E.)

(Typed Title: Director of Transportation Development)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____ **DATE:** _____

(Typed Name: _____)

(Typed Title: _____)

Attachments

435804-1-56-03

1. Exhibit A – Utility Work Schedule
2. Exhibit B – Utility Work Estimate
3. Appendix A of Assurances

UTILITY WORK SCHEDULE

Pursuant to Section 337.403 F.S., the UAO and FDOT agree to the UAO's need for relocation or adjustment to its utilities and FDOT's need for a schedule for the UAO to effect the relocation or adjustment. This utility work schedule is based on FDOT plans dated in the project information box below. Any deviation by FDOT or its contractor from these plans, may void this utility work schedule. Upon notification by FDOT of a change to these plans, the UAO may negotiate a new utility work schedule. The UAO agrees to notify FDOT and the contractor in writing prior to starting, stopping, resuming, and completing work in accordance with this utility work schedule. The UAO shall obtain a utility permit and comply with requirements of the 2017 Utility Accommodation Manual (UAM) for all work done under this utility work schedule. The UAO is not responsible for events beyond the control of the UAO that could not be reasonably anticipated by the UAO and which could not be avoided by the UAO with exercise of due diligence at the time of the occurrence.

FDOT PROJECT INFORMATION

Financial Project ID: 435804-1-52-01	Federal Project ID: D424 041 B
State Road Number: 804	County: Palm Beach
FDOT Plans Dated: 7/19/2024	District Document No.:

UTILITY AGENCY/OWNER (UAO)

Utility Company:	City of Boynton Beach		
UAO Project Rep:	Keith Webber	Phone: 561-742-6454	E-mail: WebberK@bbfl.us
UAO Field Rep:	Brandon Eckenwiler	Phone: 561-660-1477	E-mail: EckenwilerB@bbfl.us

UTILITY SIGNATURE

I have reviewed the FDOT plans referenced above and submit this utility work schedule in compliance with UAM Section 5 and agree to be bound by the terms of this utility work schedule.

UAO Rep. Keith Webber, P.E. Date 9 / 13 / 2024

Name Keith Webber

Title Assistant Director of Utilities, Engineering, COBB

ENGINEER OF RECORD SIGNATURE

I attest this utility work schedule in compatible with the FDOT plans referenced above.

EOR. Cynthia Kendrick Date 9 / 17 / 24

Name Cynthia J. Kendrick, P.E.

Title Engineer of Record

APPROVAL BY DISTRICT UTILITIES

This utility work schedule is complete and acceptable to FDOT.

FDOT Rep. DocuSigned by: Kelly Armstrong Date 09/20/2024 | 11:23 AM EDT

Name Kelly Armstrong 14F6E66C86FA49F...

Title Utilities Project Manager

SECTION A: SUMMARY OF UTILITY WORK

The below days are the total numbers of days shown for all activates in Section C of this utility work schedule. The breakdown of how these days are to be incorporated into the FDOT project and the dependence of these days upon the completion of other activities by the UAO or others is shown in Section C.

Days prior to FDOT project construction: 165 Days during FDOT project construction: 141.5

Financial Project ID: 435804-1-52-01
Utility Company: City of Boynton Beach
FDOT Plans Dated: 7/19/2024

SECTION B: UAO SPECIAL CONDITIONS/CONSTRAINTS

Provide the City of Boynton Beach Utilities Department with at least 48 hours advance notice for City of Boyntom Beach Utility Locates.

City of Boynton Beach Utilities' Contractor to coordinate with the FDOT's Highway Contractor for the City of Boynton Beach's Utility Relocation/Adjustments.

Financial Project ID: 435804-1-52-01
Utility Company: City of Boynton Beach
FDOT Plans Dated: 7/19/2024

SECTION C: UAO's WORK ACTIVITIES

Act. No.	Utility Facility (type, size, material, status)	From Station/Offset	To Station/Offset	Utility Work Activity Description	Dependent Activity	TCP Phase	Consecutive Calendar Days Prior to Const.	Consecutive Calendar Days During Const.
1	Design Services				FDOT Approved UWS		60	0
2	Permitting				FDOT Approved UWS		60	0
3	Work Authorization Approval				FDOT Approved UWS		45	0
4	Water Valve	21+03.0/ 46.7' RT	21+03.0/ 46.7 RT	Adjust Elevation	Pavement Elevation Change	V	0	0.5
5	Water Valve	21+17.0/ 46.4' RT	21+17.0/ 46.4'/RT	Adjust Elevation	Pavement Elevation Change	V	0	0.5
6	Water Valve	21+23.9/ 56.5' LT	21+23.9/ 56.5' LT	Adjust Elevation	Pavement Elevation Change	V	0	0.5
7	Sewer Valve	21+67.9/ 47.7' LT	21+67.9/ 47.7' LT	Adjust Elevation	Pavement Elevation Change	V	0	0.5
8	16" Force Main	21+85.0/ 49.0' LT	27+86.8/ 47.6' LT	16" Force Main to be deflected 12" below the 18" STS Pipe	Drainage Construction	IIIB	0	10
9	Water Valve	22+92.3/ 47.0' RT	22+92.3/ 47.0' RT	Adjust Elevation	Pavement Elevation Change	V	0	0.5
10	Sewer Valve	23+20.9/ 47.8' LT	23+20.9/ 47.8' LT	Adjust Elevation	Drainage Construction	V	0	0.5
11	6" Water Main	24+53.5/ 60.2' LT	24+53.5/ 60.2' LT	Support & Protect 6" Water Main During Drainage Construction	Drainage Construction	IIIB	0	2
12	8" Force Main	27+03.6/ 85.0' LT	27+04.2/ 105.0' LT	8" Force Main to be deflected 12" below the 18" STS Pipe	Drainage Construction	IIIB	0	3
13	16" Force Main	27+86.8/ 47.6' LT	27+91.5/ 80.0' RT	16" Force Main to be deflected 12" below the 18" STS Pipes	Drainage Construction	IIIB	0	5
14	3" Water Main	27+33.2/ 94.8' LT	27+33.2/ 94.8' LT	Support and Protect 3: Water Main During Drainage Construction	Drainage Construction	IIIB	0	2
15	3" Water Main	27+35.5/ 30.0' LT	27+35.5/ 55.0' LT	3" Water Main to be deflected horizontally and vertically 12" below the 18" STS Pipe	Drainage Construction	IIIB	0	5
16	Water Valve	27+52.0/ 47.2' RT	27+52.0/ 47.2' RT	Adjust Elevation	Pavement Elevation Change	V	0	0.5
17	Sewer Manhole	27+84.7/ 94.6' RT	27+84.7/ 94.6' RT	Adjust Elevation	Pavement Elevation Change	V	0	1
18	12" Force Main	27+80.0/ 47.5' LT	27+87.5/ 35.0' LT	Deflect 12" Force Main vertically 12" below the 30" STS Pipe	Drainage Construction	IIIB	0	3
19	12" Force Main	27+90.4/ 50.0' RT	27+91.3/ 70.0' RT	12" Force Main to be deflected vertically 12" below the 18" STS Pipe	Drainage Construction	IIB	0	3

Act. No.	Utility Facility (type, size, material, status)	From Station/Offset	To Station/Offset	Utility Work Activity Description	Dependent Activity	TCP Phase	Consecutive Calendar Days Prior to Const.	Consecutive Calendar Days During Const.
20	16" Water Main	27+99.4/ 50.0' RT	27+99.5/ 70.0' RT	16" Water Main to be deflected vertically 12" below the 18" STS Pipe	Drainage Construction	IIB	0	5
21	Water Valve	27+99.4/ 65.2' RT	27+99.4/ 65.2' RT	Adjust Elevation	Pavement Elevation Change	V	0	0.5
22	10" Water Main	28+08.2/ 50.0' RT	28+08.2/ 70.0' RT	10" Water Main to be deflected vertically 12" below the 18" STS Pipe	Drainage Construction	IIB	0	5
23	Water Valve	28+21.3/ 53.5' RT	28+21.3/ 53.5' RT	Adjust Elevation	Roadway Widening	V	0	0.5
24	10" Water Main	28+36.7/ 53.1' RT	28+56.7/ 52.2' RT	10" Water Main to be deflected vertically 12" below the 18" STS Pipe	Drainage Construction	IIB	0	5
25	6" Water Main	29+10.6/ 53.5' RT	29+10.6/ 68.5' RT	6" Water Main to be deflected vertically 12" below the 18" STS Pipe	Drainage Construction	IIB	0	5
26	6" Water Main	29+10.8/ 66.1' RT	29+10.8/ 66.1' RT	Support & Protect 6" Water Main During Gravity Wall Construction	Gravity Wall Construction	IIB	0	2
27	10" Water Main	30+00.8/ 40.0' LT	29+99.6/ 55.0' LT	10" Water Main to be deflected vertically 12" below the 30" STS Pipe	Drainage Construction	IIIB	0	5
28	Water Valve	30+04.7/ 54.6' RT	30+04.7/ 54.6' RT	Adjust Elevation	Roadway Widening	V	0	0.5
29	Water Valve	30+08.2/ 50.8' RT	30+08.2/ 50.8' RT	Adjust Elevation	Roadway Widening	V	0	0.5
30	Water Valve	31+52.2/ 67.5' RT	31+52.2/ 67.5' RT	Adjust Elevation	Sidewalk Construction	V	0	0.5
31	Water Valve	31+74.5/ 71.5' RT	31+74.5/ 71.5' RT	Adjust Elevation	Pavement Elevation Change	V	0	0.5
32	Water Valve	31+74.9/ 69.2' RT	31+74.9/ 69.2' RT	Adjust Elevation	Pavement Elevation Change	V	0	0.5
33	Water Valve	31+93.8/ 101.5' LT	31+93.8/ 101.5' LT	Adjust Elevation	Pavement Elevation Change	V	0	0.5
34	8" Water Main	31+99.7/ 58.6' LT	31+99.9/ 38.6' LT	Deflect 8" Water Main vertically 12" below the 24" STS Pipe	Drainage Construction	IIIB	0	5
35	8" Water Main	36+13.0/ 83.4' LT	36+37.0/ 69.5' LT	8" Water Main to be deflected to avoid drainage structure	Drainage Construction	IIIB	0	5
36	8" Water Main	37+67.0/ 70.9' LT	37+86.0/ 116.5' RT	8" Water Main to be deflected to west horizontally to avoid bridge widening foundation construction	Bridge Widening	IIB	0	8

Utility Company: City of Boynton Beach
FDOT Plans Dated: 7/19/2024

SECTION C: UAO's WORK ACTIVITIES

Act. No.	Utility Facility (type, size, material, status)	From Station/Offset	To Station/Offset	Utility Work Activity Description	Dependent Activity	TCP Phase	Consecutive Calendar Days Prior to Const.	Consecutive Calendar Days During Const.
37	6" Sanitary Sewer Service	46+14.2/ 52.3' LT	46+14.2/ 52.3' LT	Support and Protect 6" Sanitary Sewer lateral during drainage constrcution1	Drainage Construction	IIIB	0	1
38	6" Sanitary Sewer Service	46+36.4/ 83.0' RT	46+36.4/ 83.0' RT	Support and Protect 6" Sanitary Sewer lateral during gravity wall construction	Gravity Wall Construction	IIIB	0	1
39	16" Water Main	49+17.8/ 46.0' RT	51+32.4/ 46.1' RT	16" Water Main to be deflected 12" below STS Pipes	Drainage Construction	IIB	0	10
40	Sanitary Sewer Service	50+43.3/ 58.7' RT	50+43.3/ 58.7' RT	Support and Protect Sanitary Sewer Service during gravity wall construction	Gravity Wall Construction	IIB	0	1
41	Water Valve	51+39.1/ 41.9' RT	51+39.1/ 41.9' RT	Adjust Elevation	Roadway Widening	IIIB	0	0.5
42	Fire Hydrant	51+42.7/ 42.6' RT	51+42.7/ 56.3' RT	Fire Hydrant to be relocated to the back of sidewalk	Roadway Widening	IIB	0	2
43	6" Water Main	51+38.0/ 0.7' LT	51+38.0/ 0.7' LT	Support and Protect 6" Water Main during drainage construction	Drainage Construction	IIIB	0	2
44	Water Valve	51+41.4/ 27.7' LT	51+41.4/ 27.7' LT	Adjust Elevation	Pavement Elevation Change	V	0	0.5
45	Sanitary Sewer Manhole	51+44.8/ 0.5' LT	51+44.8/ 0.5' LT	Adjust Elevation	Pavement Elevation Change	V	0	1
46	2" Water Main	52+29.4/ 47.3' RT	52+29.4/ 47.3' RT	Support & Protect 2" Water Main during drainage construction	Drainage Construction	IIB	0	1
47	2" Water Main	52+75.1/ 45.9' RT	52+75.1/ 45.9' RT	Support & Protect 2" Water Main during drainage construction	Drainage Construction	IIB	0	1
48	Water Valve	52+78.2/ 18.7'/LT	52+78.2/ 18.7'/LT	Adjust Elevation	Pavement Elevation Change	V	0	0.5
49	6" Water Main	52+79.8/ 18.6'/LT	52+78.9/ 38.6'/LT	6" Water Main to be deflected horizontally and vertically 12" below the 18" STS Pipe	Drainage Construction	IIIB	0	5
50	8" Sanitary Sewer	53+14.3/ 37.8'/LT	53+14.3/ 37.8'/LT	Support & Protect 8" Sanitary Sewer during drainage construction	Drainage Construction	IIIB	0	1
51	8" Sanitary Sewer	53+14.4/ 44.0'/LT	53+14.4/ 44.0'/LT	Support & Protect 8" Sanitary Sewer during drainage construction	Drainage Construction	IIIB	0	1

Act. No.	Utility Facility (type, size, material, status)	From Station/Offset	To Station/Offset	Utility Work Activity Description	Dependent Activity	TCP Phase	Consecutive Calendar Days Prior to Const.	Consecutive Calendar Days During Const.
52	8" Sanitary Sewer	53+14.7/ 30.2'/LT	53+14.7/ 30.2'/LT	Support & Protect 8" Sanitary Sewer during drainage construction	Drainage Construction	IIIB	0	1
53	Sewer Manhole	53+15.6/ 5.6'/RT	53+15.6/ 5.6'/RT	Adjust Elevation	Median Construction	IV	0	1
54	Water Valve	53+15.7/ 15.4'/LT	53+15.7/ 15.4'/LT	Adjust Elevation	Pavement Elevation Change	V	0	0.5
55	4" Sanitary Sewer Service	54+14.0/ 41.4'/RT	54+14.0/ 41.4'/RT	Support and Protect 4" Sanitary Sewer Service during drainage construction	Drainage Construction	IIB	0	1
56	Water Meter	54+58.7/ 49.7'/RT	54+58.7/ 49.7'/RT	Adjust Elevation	Sidewalk Construction	IIB	0	0.5
57	Sanitary Sewer Manhole	56+22.8/ 6.9'/RT	56+22.8/ 6.9'/RT	Adjust Elevation	Median Construction	IV	0	1
58	Water Meter	56+31.8/ 25.8'/LT	56+31.8/ 25.8'/LT	Adjust Elevation	Sidewalk Construction	IIIB	0	0.5
59	6" Water Main in 12" Sleeve Ramp A	179+83.7/ 0.3'/LT	179+83.7/ 0.3'/LT	Support and Protect 6" Water Main during temporary sheet pile wall construction	Temporary Sheet Pile Wall Construction	IIB	0	2
60	6" Water Main in 12" Sleeve Ramp A	179+88.0/ 25.3'/LT	179+88.0/ 25.3'/LT	Support and Protect 6" Water Main during MSE wall construction	MSE Wall Construction	IIB	0	2
61	6" Water Main in 12" Sleeve Ramp A	179+91.7/ 47.5'/LT	179+88.4/ 28.6'/LT	Relocate 6" WM in 12" Sleeve to go under drainage pipe	Drainage Construction	IIB	0	5
62	16" Water Main in 30" Sleeve Ramp A	183+45.2/ 1.2'/LT	183+45.2/ 1.2'/LT	Support and Protect 16" Water Main during temporary sheet pile wall construction	Temporary Sheet Pile Wall Construction	IIB	0	2
63	16" Water Main in 30" Sleeve Ramp A	183+51.0/ 25.3'/LT	183+51.0/ 25.3'/LT	Support and Protect 16" Water Main during MSE wall construction	MSE Wall Construction	IIB	0	2
64	20" Force Main in 36" Sleeve Ramp B	272+89.5/ 30.3'/RT	272+89.5/ 30.3'/RT	Support and Protect 20" Force Main during drainage construction	Drainage Construction	IIB	0	2
65	20" Force Main in 36" Sleeve Ramp B	272+95.3/ 46.8'/RT	272+95.3/ 46.8'/RT	Support and Protect 20" Force Main during Sheet Pile Wall Construction	Sheet Pile Wall Construction	IIB	0	2
66	6" Water Main in 12" Sleeve Ramp B	279+65.0/ 19.0'/RT	279+65.0/ 19.0'/RT	Support and Protect 6" Water Main during drainage construction	Drainage Construction	IIB	0	2
67	16" Water Main in 30" Sleeve Ramp B	282+95.3/ 33.3'/RT	283+95.3/ 33.3'/RT	Support and Protect 16" Water Main during drainage construction	Drainage Construction	IIB	0	2

EXHIBIT B

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY WORK ESTIMATE

FDOT PROJECT INFORMATION

Financial Project ID: 435804-1-56-04	Federal Project ID: D418-023-B
State Road Number: 804	County: Palm Beach
FDOT Plans Dated: 07/19/2024	District Document No.:

UTILITY AGENCY/OWNER (UAO)

Utility Company: City of Boynton Beach	Job No. or Work Order No.:	
UAO Project Rep: Keith Webber	Phone: 561-742-6454	E-mail: WebberK@bbfl.us
UAO Field Rep: Brandon Eckenwiler	Phone:	E-mail: EckenwilerB@bbfl.us

SECTION A: ITEMIZED COST ESTIMATE

Item	Item Cost ($)	Overhead (%) (Must use "%" or "." i.e. 10% or .10)	Item Cost + Overhead ($)
Preliminary Engineering	$80,000.00	10%	$88,000.00
Right of Way Acquisition	$0.00	0%	$0.00
Construction Engineering	$60,000.00	10%	$66,000.00
Construction Labor			0
Materials and Supplies			0
Transportation & Equipment			0
Contract Construction	$912,757.99	10%	$1,004,033.79
Miscellaneous Expenses			0
		Total Cost Estimate =>	$1,158,033.79

SECTION B: DEDUCTIONS

Item	Item Value ($)
Salvage Value	$0.00
Betterment	$0.00
Extended Service Life	$0.00
Total Deductions =>	$0.00

SECTION C: REIMBURSEMENT

Total Cost Estimate from SECTION A =>	$1,158,033.79
Total Deductions from SECTION B =>	$0.00
Total Reimbursement* =>	$1,158,033.79

*Update the estimated Total Reimbursement for changes in excess of 10%

UTILITY SIGNATURE

UAO Rep. keith webber

Date 8 / 8 / 2024

Name Keith Webber, P.E.

Title Assistant Director, Engineering

REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS

(Appendix A of Assurances)

Financial Project ID: 435804-1-56-03	**Federal Project ID: D424 041 B**
County: Palm Beach	**State Road No.: 9**
District Document No:	
Utility Agency/Owner (UAO): City of Boynton Beach	

During the performance of this Agreement, the **Utility Agency Owner (UAO)**, for itself, its assignees and successors in interest **(hereinafter referred to as the UAO)**, agrees as follows:

(1) **Compliance with Regulations:** The **UAO** will comply with the Regulations of the **FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the DEPARTMENT)** relative to nondiscrimination in Federally-assisted programs of the **DEPARTMENT** (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The **UAO**, with regard to the work performed by it after award and prior to completion of the **UAO** work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors, including procurement of materials or leases of equipment. The **UAO** will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A & B of the Regulations.

(3) **Solicitations:** In all solicitations either by competitive bidding or negotiation made by the **UAO** for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the **UAO** of the **UAO's** obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

(4) **"Buy America" Requirements:** The **UAO** will use domestic steel and/or iron products incorporated into the finished work in compliance with the Buy America provisions of 23 CFR 635.410 as amended. As used in this provision, "steel and/or iron products" means manufactured products that are predominately steel and/or iron products and that are not otherwise exempt from Buy America requirements pursuant to rules and regulations of the Federal Highway Administration. As used in this provision, "domestic" means products that are manufactured in the United States which have not undergone any manufacturing process outside of the United States that modified the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through final shaping and coating. If a steel and/or iron product is taken outside the United States for any manufacturing process, it becomes foreign source steel and/or iron products. The **UAO** may incorporate into the finished work foreign source steel and/or iron products as long as the actual cost of such foreign products does not exceed 0.1% of the total amount of this Agreement, or $2,500.00 whichever is greater. The **UAO** will retain documentation verifying compliance with the Buy America provision of this Agreement for a period of 3 years after final payment of the finished work. Upon request, the **UAO** will provide the documentation verifying compliance with the Buy America provision of this Agreement.

(5) **Additional "Buy America" Requirements:** The **UAO** will comply with 2 CFR 184 and 2 CFR 200.322, which includes the Buy America Preferences for Infrastructure Projects of the Build America, Buy America Act (BABA) and Domestic Preferences for Procurements. The **UAO** will use Manufactured Products that are consumed in, incorporated into, or affixed to an infrastructure project that are manufactured in the United States, in accordance with BABA requirements and applicable waivers. The **UAO** will use non-ferrous metals, plastic and polymer-based products, glass, lumber, and drywall articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project that are manufactured in the United States, in accordance with BABA requirements.

As used in 2 CFR 184, "construction material" means materials that are predominately non-ferrous metals, plastic and polymer-based products, glass, optical fiber, fiber optic cable, lumber, and drywall articles, materials, and supplies that are not otherwise exempt from Buy America requirements pursuant to rules and regulations of the Federal Highway Administration. As used in this provision, "domestic" means construction materials that are manufactured in the United States which have not undergone any manufacturing process outside of the United States that modified the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through final shaping and coating or as defined in 2 CFR 184. If a construction material is taken outside the United States for any manufacturing process, it becomes foreign source construction material.

The UAO will retain documentation verifying compliance with the Build America, Buy America provision of this Agreement for a period of 3 years after final payment of the finished work. Upon request, the UAO will provide the documentation verifying compliance with the Build America, Buy America provision of this Agreement. The UAO will provide a certification with the invoice that states the following: "The UAO certifies that all products that are predominately steel and/or iron are domestic products in compliance with the Buy America provisions of 23 CFR 635.410. The UAO certifies that all products that are predominately construction materials are domestic products in compliance with the Buy America provisions of 2 CFR 184. The UAO certifies that all manufactured products are domestic products in compliance with the Buy America provisions of 2 CFR 184 and applicable waivers."

(6) **Information and Reports:** The **UAO** will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **DEPARTMENT** or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the **UAO** is in the exclusive possession of another who fails or refuses to furnish this information, the **UAO** shall so certify to the **DEPARTMENT** or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(7) **Sanctions for Noncompliance:** In the event of the **UAO's** noncompliance with the nondiscrimination provisions of paragraphs (1) through (4), the **DEPARTMENT** shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the contractor under the Agreement until the **UAO** complies; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(8) **Incorporation of Provisions:** The **UAO** will include the provisions of paragraph (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The **UAO** will take such action with respect to any subcontract, procurement or lease as the **DEPARTMENT** or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the **UAO** becomes involved in, or is threatened with, litigation with a subcontractor, supplier or lessor as a result of such direction, the **UAO** may request the State to enter into such litigation to protect the interests of the State, and, in addition, the **UAO** may request the United States to enter into such litigation to protect the interests of the United States.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/18/2025

Proposed Resolution No. R25-293- Approve a Collocation Agreement between the City and Cellco Partnership d/b/a Verizon Wireless for Use of Property to Install Personal Wireless Services Facilities, and approve a Memorandum of Agreement between the Parties, to allow for ground equipment and collocation on the existing telecommunications tower at 1901 N. Seacrest Blvd., with a lease area of 72 square feet.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-293.

Explanation of Request:

This agenda item presents a proposed collocation lease and memorandum agreement with Cellco Partnership d/b/a Verizon Wireless for the collocation of network equipment on the existing telecommunications tower located at 1901 N. Seacrest Blvd. Cellco Partnership d/b/a Verizon Wireless intends to install both antenna equipment on the tower itself, and associated ground equipment within a designated area at the tower's base. This agreement will allow Cellco Partnership d/b/a Verizon Wireless to enhance its network coverage within the city, while also providing a new revenue stream for the city through lease payments. The tenant ground lease portion is 72 square feet, with equipment space on the vertical tower. The initial term of the lease is for (5) five years with (4) four (5) years extensions. The annual rent is $ 9,000 with a 3% increase each year.

How will this affect city programs or services?

The execution of the collocation lease and memorandum agreement with Cellco Partnership d/b/a Verizon Wireless will directly benefit City programs and services by generating a new, consistent revenue stream. The annual rent of $9,000, with a 3% annual increase over the initial five-year term and potential twenty additional years through extensions, will provide dedicated funds that can be allocated to various city initiatives. This revenue can be utilized to support infrastructure improvements, enhance public safety communications, fund community programs, or offset other municipal expenses. Furthermore, improved cellular coverage throughout the city, resulting from Cellco Partnership d/b/a Verizon Wireless's network expansion, will indirectly benefit city services by enhancing communication capabilities for residents, businesses, and emergency responders.

Account Line Item and Description:

001-0000-362.91-00, Rents and Royalties / Tower Leases

Fiscal Impact:

001-0000-362.91-00, Rents and Royalties / Tower Leases

Attachments:
R25-293 Agenda_Item_3884-2025_Resolution_for_Collocation_Agreement_between_City_and_Cellco_dba_Verizon.docx
Exhibit A - LE_-_Hester_Center_-_Verizon___Cellco_20251118.pdf
Exhibit B - Memorandum of Agreement.pdf

RESOLUTION NO. R25-293

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A COLLOCATION AGREEMENT BETWEEN THE CITY AND CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS FOR USE OF PROPERTY TO INSTALL PERSONAL WIRELESS SERVICES FACILITIES, AND APPROVE A MEMORANDUM OF AGREEMENT BETWEEN THE PARTIES, TO ALLOW FOR GROUND EQUIPMENT AND COLLOCATION ON THE EXISTING TELECOMMUNICATIONS TOWER AT 1901 N. SEACREST BLVD., BOYNTON BEACH, FL, WITH A LEASE AREA OF 72 SQUARE FEET; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City desires to have Cellco Partnership d/b/a Verizon Wireless ("Verizon") to install antenna equipment on the existing telecommunications tower located at 1901 N. Seacrest Blvd., Boynton Beach, FL, as well as associated ground equipment within a designated area at the tower's base in order to enhance Verizon's network coverage within the City, while also providing a new revenue stream for the City through lease payments, with the ground lease portion being seventy-two (72) square feet with equipment space on the vertical tower, for an initial term of lease for five (5) years with four (4) five-year extensions, with annual rent at $9,000 with a 3% increase each year; 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 Collocation Agreement between the City and Cellco Partnership d/b/a Verizon Wireless for use of property to Install Personal Wireless Services Facilities to allow for ground equipment and collocation on the existing telecommunications tower at 1901 N. Seacrest Blvd., Boynton Beach, FL, and to approve a Memorandum of Agreement between the City and Cellco Partnership d/b/a Verizon Wireless.

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 Collocation Agreement between the City and Cellco Partnership d/b/a Verizon Wireless for use of property to Install Personal Wireless Services Facilities to allow for ground equipment

and collocation on the existing telecommunications tower at 1901 N. Seacrest Blvd., Boynton Beach, FL ("Agreement"), in form and substance similar to that attached as **Exhibit A**.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby approve a Memorandum of Agreement between the City and Cellco Partnership d/b/a Verizon Wireless (the "MOA"), in form and substance similar to that attached as **Exhibit B**.

SECTION 4. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreement and the MOA. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement, including any term extensions as provided in the Agreement, provided such documents do not modify the financial terms or material terms.

SECTION 5. One original fully executed Agreement shall be retained as a public record of the City by the City Clerk. The other original fully executed Agreement shall be provided to Gail to provide to Cellco Partnership d/b/a Verizon Wireless.

SECTION 6. One original fully executed MOA shall be provided to Gail Mootz to provide to Cellco Partnership d/b/a Verizon Wireless. The City Clerk shall record the other fully executed MOA in the Public Records of Palm Beach County. The City Clerk shall provide a copy of the recorded MOA to Gail Mootz to provide to Cellco Partnership d/b/a Verizon Wireless.

SECTION 7. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-293

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

COLLOCATION AGREEMENT
BETWEEN
THE CITY OF BOYNTON BEACH, FLORIDA
AND
CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS
FOR USE OF PROPERTY TO INSTALL PERSONAL WIRELESS SERVICES FACILITIES

THIS COLLOCATION AGREEMENT (the "Agreement"), made and entered into this _____ day of _____, 2025 (the "Effective Date"), hereof by and between:

CITY OF BOYNTON BEACH
A Florida municipal corporation
100 East Ocean Avenue
Boynton Beach, FL 33435
(Hereinafter referred to as "CITY")

AND

CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS
A Delaware general partnership
One Verizon Way
Mail Stop 4AW100
Basking Ridge, New Jersey 07920
(Hereinafter referred to as "TENANT")

WHEREAS, CITY is the owner of certain real property containing a wireless communications tower ("Tower") located at **1901 N Seacrest Blvd and commonly known as Hester Park**, in the City of Boynton Beach, Palm Beach County, Florida (hereinafter referred to as the "Land" and more particularly described in Exhibit "A" attached hereto); and

WHEREAS, TENANT desires to collocate its equipment both on the Tower and on a portion of the Land as authorized in Section 1.01 below to construct, maintain and operate a communications facility; and

WHEREAS, on June 5, 2001, the CITY entered into a PCS Site Agreement with Sprint Spectrum L.P., (together with its successors and assigns, the "Tower Owner"), as amended by an Agreement Regarding Ground Lease dated June 29, 2006, and Second Amendment to PCS Agreement dated October 9, 2014 (collectively, the "Lease Agreement") relating to Tower Owner's use of said Property (and which provides for collocators); and

WHEREAS, the Lease Agreement requires the consent of CITY to any such collocation on the Tower which also includes a portion of the Land and CITY desires to grant such consent, subject to the provisions herein; and

WHEREAS, the City Commission concurs with the recommendation of staff and deems it in the best interest of the City of Boynton Beach to consent to the collocation on the Tower and the use of a portion of said real property to TENANT; and

WHEREAS, CITY and TENANT have negotiated an understanding to writing:

NOW THEREFORE, in consideration of good and valuable consideration paid by TENANT to CITY, as well as the mutual covenants hereinafter exchanged, the parties agree as follows:

Section 1. PROPERTY TO BE LEASED

1.01 CITY shall permit TENANT to utilize a **11'x16'-4"** portion of the Land (the "Premises"), together with the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Land to and from the Premises for the purposes of installation, operation and maintenance of LESSEE's communications equipment over or along the twenty (20) foot wide right-of-way (the "Easement"), which is depicted on Exhibit "B". TENANT may also use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all electrical, telephone, fiber and other similar support services (collectively, the "Support Services") as deemed necessary or appropriate by TENANT for the operation of its communications equipment. CITY shall also permit TENANT to utilize any further rights of way over and through the Land between the Premises and the Tenant's space on the Tower for the installation, operation and maintenance of utility wires, poles, cables, conduits, and pipes. The Premises and the Easement are hereinafter collectively referred to as the "Property" and are more particularly described in Exhibit "B" attached hereto.

Section 2. DUTIES AND RESPONSIBILITIES OF TENANT

2.01 (A) TENANT shall use the Property for the purpose of constructing, maintaining and operating a communications facility and uses incidental thereto, consisting of equipment cabinets and such telecommunications equipment as needed to meet TENANT's telecommunications needs and all necessary connecting appurtenances for the purposes of collocation on the Tower structure constructed and operated by Tower Owner. TENANT's current and anticipated future needs are shown on the site plan attached hereto as Exhibit "B." Although TENANT may not initially install all of the telecommunications equipment and appurtenances shown on said site plan, TENANT shall have the right, without prior approval from the CITY to complete the initial installation contemplated by the site plan as shown on Exhibit "B", however, CITY prior approval shall be required for any further installations and to replace, repair or otherwise modify its telecommunications equipment and appurtenances or any portion thereof installed within the Property. TENANT shall not have the right to make any installations outside the boundaries of the Property without obtaining the CITY's prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

(B) CITY hereby consents to TENANT executing a separate agreement with Tower Owner (the "Tower Lease") for collocation space on the Tower (the "Tower Space"). CITY acknowledges that this Agreement is contingent upon TENANT executing the Tower Lease. Further, if at any time during the term of this Agreement, the Tower Lease is terminated, this Agreement shall automatically terminate, subject to the requirements of Section 2.09 and Section 7.06 below.

2.02 TENANT shall be responsible for soil borings and similar tests which may be required as a condition of construction and for all expenses related to its improvements which may thereafter be constructed upon the Property. CITY grants TENANT the right to access adjoining and adjacent property owned by CITY as is reasonably required during construction and installation of TENANT's improvements, provided, however, that TENANT shall be responsible for restoring said area to its original condition upon completion of the improvements.

2.03 TENANT shall maintain the Property in a safe and workmanlike condition and meet all applicable requirements imposed by ordinances of the CITY, including, but not limited to maintenance of the interior compound area of the Property with regular landscaping necessary to remove weeds, growth and debris/trash.

2.04 TENANT shall supply at the time of execution of this Agreement all specific transmit and receive frequencies assigned by the Federal Communications Commission ("FCC") to TENANT for use on the Property and the Tower, which frequencies are disclosed on Exhibit "D" hereto. Notwithstanding the designation of frequencies per this paragraph, TENANT shall have the right to change and/or add to the frequencies it transmits and receives from the Property and the Tower provided (i) TENANT provides CITY with at least thirty (30) days prior written notice, (ii) the use of such frequencies does not result in violation of the interference provisions of Section 2.05 of this Agreement and (iii) TENANT is licensed by the FCC to use such frequencies.

2.05 TENANT shall not use the Property in any way that interferes with the use of the Property by CITY; provided however, that CITY hereby acknowledges that TENANT'S permitted use of the Property under this Agreement shall not constitute an impermissible interference by TENANT. TENANT shall resolve any technical interference problems arising from its installation of telecommunications equipment with: (i) third party's equipment located at the Property or on the Tower and operating as of the Commencement Date (as defined below) of this Agreement, and (ii) any equipment of the CITY presently located at the Property or that becomes attached to the Tower at any future date. TENANT and CITY acknowledge that there may be collocation of equipment from other telecommunication providers on the Tower and on property adjacent to the Property. In entering into any agreement with a collocator, CITY, in conjunction with TENANT will ensure site compatibility with the installation of equipment to ensure that the collocation will not result in technical interference problems. TENANT shall operate the TENANT's facilities in a manner that will not cause Interference to CITY and other collocators on the Tower and adjacent to the Property, provided that their installations predate that of the TENANT's facilities. In the event interference occurs, TENANT agrees to take all action necessary to eliminate such interference, in a reasonable time period. In the event TENANT fails to comply with this paragraph, CITY may terminate this Agreement, and/or pursue any other remedies available under this Agreement, at law, and/or at equity. All operations by TENANT shall be in compliance with all Federal Communications Commission ("FCC") federal, state and local requirements. Subsequent to the installation of the TENANT's facilities, CITY shall not permit itself, its lessees or licensees to install new equipment on the Property or Property contiguous thereto owned or controlled by CITY, if such equipment is likely to cause interference with TENANT's operations. Such interference shall be deemed a material breach by CITY. In the event interference occurs, CITY agrees to take all action necessary to eliminate such interference, in a reasonable time period. In the event CITY fails to comply with this paragraph, TENANT may terminate this Agreement, and/or pursue any other remedies available under this Agreement, at law, and/or at equity.

2.06 TENANT shall furnish electric service for the operation of TENANT's telecommunications equipment on the Property. TENANT shall be solely liable for all electricity expenses relating to its installation and operation of its equipment. TENANT's electrical service shall be separately metered, and TENANT shall be responsible for all costs associated with metering, including the cost of installing any meter. If TENANT should install any emergency generators

on the Property, the installation shall comply with Palm Beach County's Wellfield Protection Ordinance, and any other applicable laws or regulations.

2.07 TENANT shall submit all required applications and required fees for permits to the applicable CITY and/or County departments for review and approval.

2.08 CITY shall invoice, and TENANT shall pay, any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on the TENANT and required to be collected by the CITY based on any service, rental space, or equipment provided by the CITY to the TENANT. TENANT shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any government entity that are imposed on the TENANT and required to be paid by the TENANT that are directly attributable to the TENANT's equipment or TENANT's use and occupancy of the Property. Payment shall be made by TENANT within 60 days after presentation of a received bill and/or assessment notice which is the basis for such taxes or charges. CITY shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to the Land or any portion thereof imposed by any government entity.

TENANT shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which TENANT is wholly or partly responsible for payment. CITY shall reasonably cooperate with TENANT at TENANT's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by TENANT, there is a reduction, credit or repayment received by the CITY for any taxes previously paid by TENANT, CITY agrees to promptly reimburse to TENANT the amount of said reduction, credit or repayment. In the event that TENANT does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, CITY will pursue such dispute at TENANT's sole cost and expense upon written request of TENANT.

2.09 Upon the expiration or earlier termination of this Agreement, TENANT shall, within ninety (90) days, remove any and all personal property and fixtures and restore the Property to its original condition, reasonable wear and tear and acts beyond TENANT's control excepted. At CITY's option, when this Agreement is terminated and upon CITY's advance written notice to TENANT (to be provided to TENANT no less than ten (10) days after the expiration or earlier termination of this Agreement), TENANT will leave any agreed-upon foundation and security fences installed at the Property. If the parties agree that TENANT shall leave the foundation and/or security fences, such will become property of CITY, and TENANT shall, upon CITY's request, execute any documents necessary to reflect such change in ownership. If such time for removal causes TENANT to remain on the Property after expiration or termination of this Agreement, TENANT shall pay rent at the then existing monthly rate or on the existing monthly prorated basis, if based upon a longer payment term, until such time as the removal of TENANT's personal property and fixtures is complete. Any and all TENANT personal property and fixtures which TENANT fails to remove from the Premises within such ninety (90) day removal period and which is subsequently removed by CITY, pursuant to the authority of this Agreement or of applicable law, may be handled, removed or stored by CITY at the sole risk, cost and expense of TENANT, and CITY shall in no event be responsible for the value, preservation or safekeeping thereof. TENANT shall pay to CITY, upon demand, any and all

expenses incurred in such removal and all storage charges against such personal property or fixtures. Any such personal property or fixtures of TENANT not removed from the Premises or retaken from storage by TENANT within thirty (30) days after the expiration of the ninety (90) day removal period shall be conclusively deemed to have been forever abandoned by TENANT and may either be retained by CITY as its property or may be disposed of in such manner as CITY may see fit in its sole discretion.

2.10 TENANT shall keep the Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for TENANT. TENANT shall, within thirty (30) days following receipt of notice from the CITY of any such lien, cause the same to be released of record by payment or posting of a proper bond. No work which CITY permits TENANT to perform on the Property shall be deemed to be for the use and benefit of CITY by reason of its consent to such work. CITY shall have the right to post notices that it is not responsible for payment for any such work in accordance with the provisions of §713.01(23), §713.01(26) and §713.10, Florida Statutes.

2.11 TENANT acknowledges and agrees that the TENANT'S equipment installations shall be located alongside other existing wireless providers' equipment on the Property and TENANT shall cooperate with other tenants on the Property in coordination of TENANT'S installation.

2.12 To the extent that the Premises is not contained within the existing fenced equipment compound on the Land, TENANT shall place around the perimeter of its Premises a security fence that meets the approval and requirements of the CITY, which shall be maintained by TENANT, at its sole expense.

2.13 Signage: TENANT shall permanently mark all ground equipment with Tenant's name, site number, emergency contact number and any other pertinent information.

2.14 TENANT, as the owner and/or service operator/provider of a wireless communication facility shall register with the CITY no later than October 1 of each year in accordance with Chapter 3, Article V, Section 13, Part I, "Annual Registration," of the CITY's Land Development Regulations, or any future revisions thereto. TENANT shall comply with all other applicable regulations governing Wireless Communications Facilities, including, but not limited to Chapter 3, Article V, Section 13 of the CITY's Land Development Regulations, or any future revisions thereto.

Section 3. DUTIES AND RESPONSIBILITIES OF CITY

3.01 CITY shall cooperate with TENANT in its effort to obtain certificates, permits and other approvals that may be required by any federal, state, county or city authorities.

3.02 CITY shall grant TENANT the right to survey the Property in order to meet requirements to submit the applications for permits.

3.03 CITY shall cooperate with TENANT in its effort to obtain utility services over, under, or along a right-of-way extending from the nearest public right-of-way, to the Premises (such right of way is depicted in Exhibit "B" attached hereto), including signing such documents or easements as may be required by any public utility. If any public utility is unable to use the aforementioned right-of-way, the CITY hereby agrees to grant an additional right-of-way(s) either to the TENANT or to the public utility, as such may be reasonably required.

Section 4. ACKNOWLEDGEMENT

4.01 CITY and TENANT acknowledge that TENANT's ability to use the Premises and Tower Space is contingent upon TENANT obtaining, after the execution of the Agreement, all the certificates, permits and other approvals that are required by any federal, state and/or local authorities. In the event that any certificate, permit or approval issued to TENANT is canceled, expires, lapses or is otherwise withdrawn or terminated by a governmental authority, or if TENANT is unable to obtain any such certificate, permit or approval in a timely manner, so that TENANT is unable to use the Property and Tower for their intended purpose, TENANT shall have the right to terminate this Agreement immediately upon written notice to CITY.

4.02 TENANT agrees that it will not use, generate, store, or dispose of any Hazardous Material on, under, about, or within the Land in violation of any law or regulation. CITY represents, warrants, and agrees (a) that neither CITY nor, to CITY's knowledge, any third party has used, generated, stored, disposed of, or permitted the use, generation, storage, or disposal of, any Hazardous Material (defined below) on, under, about, or within the Land in violation of any law or regulation, and (b) that CITY will not, and will not permit any third party to use, generate, store, or dispose of any Hazardous Material on, under, about, or within the Land in violation of any law or regulation. TENANT agrees to defend, indemnify, and hold harmless the CITY, its officials, partners, affiliates, agents, and employees against any and all losses, liabilities, claims, and/or costs (including reasonable attorney's fees and costs through the conclusion of any litigation, including appeals) arising from any breach of any representation, warranty, or agreement contained in this paragraph or any inaccuracy of belief in the condition of the Land. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, and/or any substance, chemical, or waste that is identified as hazardous, toxic, or dangerous in any applicable federal, state, local law or regulation. Notwithstanding the foregoing, if TENANT obtained regulatory approval to install and maintain a diesel-powered electrical generator on the Premises, fuel storage for same must be in an approved double wall above-ground container either independent of the generator or contained within the generator. At all times during the term of this Agreement, TENANT must comply with all regulations for safe storage, reporting, and mitigation/remediation related to this limited exception for use of diesel upon the Premises. TENANT shall be solely responsible for all costs CITY, as property owner, may incur to mitigate or remediate a release of diesel resulting from TENANT's use of diesel under this limited exception. This paragraph shall survive the expiration or termination of the Agreement.

4.03 CITY covenants that CITY has good and sufficient title and interest to the Land and has full authority to enter into and execute this Agreement. CITY further covenants that there are no other liens, judgments or impediments of title on the Land.

4.04 TENANT covenants that the person or persons executing this Agreement on behalf of TENANT has the full right, power and authority to enter into and execute this Agreement on TENANT's behalf.

Section 5. TERM OF AGREEMENT

5.01 Term: The initial term of this Agreement shall be five (5) years commencing upon the first day of the month immediately following the date upon which TENANT is granted a building

permit by the governmental agency charged with issuing such permits (the "Commencement Date"), and terminating on the day immediately preceding the date of the fifth (5th) anniversary of the Commencement Date (the "Initial Term") unless otherwise terminated pursuant to the terms of this Agreement. TENANT shall have the right to extend the Term for four (4) successive five (5) year periods (the "Renewal Terms") on the same terms and conditions as set forth herein. The Initial Term and any Renewal Terms are collectively referred to as the "Term."

5.02 Renewals: The Renewal Terms shall automatically occur unless TENANT gives written notice to the CITY of its intention not to extend this Agreement at least six (6) months prior to the end of the current term.

5.03 If, at the end of the last Renewal Term, this Agreement has not been terminated by either party giving the other party written notice of its intention to terminate at least six (6) months prior to the end of the last Renewal Term, this Agreement shall remain in force and effect upon the same covenants, terms and conditions. This Agreement shall renew for annual terms thereafter on the same financial terms, including annual increases, unless terminated by either party by giving the other party written notice of its intention to terminate at least six (6) months prior to the end of such term. The rental fee payment for any additional term authorized pursuant to this paragraph shall be reasonably negotiated between the parties should such an additional term occur, and may be documented pursuant to an amendment duly executed by the parties.

Section 6. CONSIDERATION

6.01 Rent: The CITY shall be paid an annual rental fee payment of Nine Thousand Dollars ($9,000.00) ("Rent"). Payment shall be made in a lump sum each year on the Anniversary Date (as defined in Section 6.02 below). The parties hereto acknowledge that the initial Rent payment shall be prorated to cover the period from the Commencement Date through the next Anniversary Date. The initial Rent payment shall be made within sixty (60) days of the Commencement Date and sent to the address set forth in Section 6.02 below. The Rent shall increase annually on each Anniversary Date by an amount equal to three percent (3%) of the annual rent in effect for the previous twelve (12) months, as set forth by the rent schedule attached hereto as Exhibit "E".

6.02 The Anniversary Date, for the purpose of this Agreement, is September 30th of each calendar year. Except for the initial Rent payment, all Rent payments shall be submitted to the CITY no later than twenty (20) calendar days after the Anniversary Date. Said payment shall be submitted to City of Boynton Beach, 100 East Ocean Avenue, Boynton Beach, Florida 33435, Attn: Real Estate Manager, celltoweradmin@bbfl.us. CITY shall impose a one percent (1%) penalty per month (twelve percent [12%] per year) on past due payments. The penalty shall be imposed on the thirtieth (30th) day after the payment becomes due and remains unpaid.

6.03 TENANT shall pay all applicable sales taxes (except to the extent that TENANT is or may become exempt from the payment of sales tax in the jurisdiction in which the Land is located), non-ad valorem personal property taxes (to the extent required by Section 2.09 above), utility charges, and all maintenance costs associated with the TENANT's use of the Property and the Tower.

6.04 Rental Documentation: CITY hereby agrees to provide to TENANT certain documentation (the "Rental Documentation") evidencing CITY's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to TENANT in TENANT's reasonable discretion, evidencing CITY's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; and (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, and such complete and fully executed state and local withholding forms as are reasonably requested by TENANT, for any party to whom Rent payments are to be made pursuant to this Agreement. From time to time during the Term of this Agreement and within thirty (30) days of a written request from TENANT, CITY agrees to provide updated Rental Documentation in a form reasonably acceptable to TENANT. The Rental Documentation shall be provided to TENANT in accordance with the provisions of and at the address given in Section 16 below. The Parties agree and acknowledge that TENANT shall be responsible for the Rent payments due under this Agreement commencing on the Commencement Date and for each month thereafter throughout the term of this Agreement (except as otherwise provided herein), but that TENANT will be unable to process any Rent payments until the Rental Documentation has been supplied to TENANT as provided herein. Within fifteen (15) days after obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s), or other successor(s) in interest of CITY shall provide to TENANT Rental Documentation in the manner set forth in this paragraph.

Section 7. TERMINATION

7.01 As set forth in Section 5.02, prior to the end of the initial Term, or any Renewal Terms of this Agreement, TENANT may terminate this Agreement by providing written notice to the CITY, pursuant to Section 16, at least six (6) months prior to the end of the current term.

7.02 As set forth in Section 4.01, if any certificate, permit or approval issued to TENANT is canceled, expires, lapses or is otherwise withdrawn or terminated by a governmental authority, or if TENANT is unable to obtain any such certificate, permit or approval in a timely manner, so that TENANT is unable to use the Property and Tower for their intended purpose, TENANT shall have the right to terminate this Agreement immediately upon written notice to CITY.

7.03 Should either party hereto default under any of the terms of this Agreement, the non-defaulting party may terminate this Agreement by providing forty-five (45) calendar day written notice to the defaulting party; however, the defaulting party shall be given the opportunity to correct any default within forty-five (45) calendar days after receipt of written notice of such default from the non-defaulting party. This Agreement shall not be terminated if such default is of a nature that it cannot be cured in forty-five (45) calendar days and the defaulting party is diligently proceeding to cure such default.

7.04 As set forth in Section 5.03, either party may terminate this Agreement at the end of the last Renewal Term provided said party gives the other party written notice at least six (6) months prior to the end of the last Renewal Term.

7.05 In the event of termination of this Agreement by TENANT, all rental fees paid prior to said termination date shall be retained by the CITY.

7.06 Upon termination, TENANT shall offer CITY first option to purchase certain remaining improvements, including but not limited to, the concrete pad, fencing, and landscaping, located on the Property for the agreed upon sum of One Hundred and XX/100 Dollars ($100.00). The parties acknowledge that TENANT's equipment is not intended to remain upon termination. CITY shall have ten (10) calendar days from the expiration date of this Agreement or the effective date of any earlier termination of this Agreement in which to exercise this option. Notwithstanding the foregoing, under no circumstances does CITY have the right to purchase any of TENANT's equipment.

7.07 TENANT shall have a reasonable time, not to exceed fifteen (15) days from receipt of notice from the CITY, to correct any safety hazard in violation of federal, state, county, local law, or ordinance that exists on the Property after receipt of notice from any appropriate CITY official or designee. Failure to comply with this provision may result in the termination of this Agreement, however, the CITY may extend the time period to remedy the violation if the TENANT is making good faith efforts, to the CITY's reasonable satisfaction, to correct said hazard.

7.08 In the event TENANT determines that the Property and the Tower are no longer technically compatible for its intended use or is obsolete or unnecessary, TENANT shall have the right to terminate this Agreement by providing at least six (6) months' written notice to the CITY together with a termination fee in an amount equal to two (2) years' of the then-current Rent.

Section 8. INDEMNIFICATION

8.01 TENANT agrees to indemnify, save and hold harmless from and defend CITY and its Commission members, officers, agents, and employees (collectively, the "Indemnified Parties") from any and all claims, damages, liability, losses, causes of action of any nature whatsoever (collectively, the "Claims") which may arise out of, in connection with, or because of the use and occupancy of the Property by TENANT or its officers, agents, employees or independent contractors under this Agreement or the breach of this Agreement, by TENANT, except in all cases to the extent such Claims are due to, or caused by, any of the Indemnified Parties. Pursuant to the foregoing, TENANT shall pay all claims, losses, liens, settlements and judgments in connection therewith, including, but not limited to, reasonable attorney fees, paralegal fees, and costs, through the conclusion of all litigation, including any appeals, to defend all suits. Such indemnification shall not be limited to the amount of comprehensive general insurance, which TENANT is required to obtain under this Agreement. This section shall survive the expiration or termination of this Agreement.

Section 9. INSURANCE

9.01 TENANT shall secure and maintain, at its own expense, and keep in effect during the full term of this Agreement, a policy or policies of insurance, which must include the following coverages and limits of liability:

(1) Worker's Compensation Insurance in compliance with the statutory requirements of the state(s) of operation including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act, and Employer's Liability Insurance with limits of $1,000,000.00 each accident/disease/policy limit. TENANT agrees to be responsible for the employment, conduct and control of its employees and for

any injury sustained by such employees in the course of their employment.

(2) Commercial Automobile Liability Insurance in the amount of $1,000,000 combined single limit each accident for bodily injury and property damage covering all owned, non-owned and hired automobiles and other vehicles used by TENANT and/or TENANT's company in the performance of any obligations under this Agreement.

(3) Commercial General Liability with limits of $1,000,000 per occurrence for bodily injury and property damage and $1,000,000 general aggregate including:

(a) Premises and Operations.
(b) Independent Contractors.
(c) Product and Completed Operations Liability.
(d) Broad Form Contractual Liability.
(e) Owner's or Contractor's Protective Liability.

9.02 UPON FULL EXECUTION OF THIS AGREEMENT TENANT SHALL BE REQUIRED TO SUBMIT TO THE CITY COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND INCLUIDNG THE CITY OF BOYNTON BEACH AS AN ADDITIONAL INSURED AS THEIR INTEREST MAY APPEAR UNDER THIS AGREEMENT WITH RESPECT TO THE REQUIRED COVERAGES AND OPERATIONS UNDER THE AGREEMENT. TENANT SHALL PROVIDE AFOREMENTIONED COPIES VIA EMAIL TO CITY TO THE EMAIL ADDRESSES IN THE NOTICES SECTION BELOW.

9.03 Upon receipt of notice from its insurer(s), TENANT shall provide the CITY with thirty (30) calendar days written notice of cancellation of any required coverage by first-class mail.

9.04 These insurance requirements shall not relieve or limit the liability of TENANT. The CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect TENANT's interests or liabilities but are merely requirements established by the City's Risk Manager. The CITY reserves its right to require any other insurance coverages that the CITY deems necessary depending upon the risk of loss and exposure to liability.

9.05 The required insurance coverage shall be issued by an insurance company licensed authorized or permitted to do business in the State of Florida, with the minimum rating of A-: VII or better in accordance with the latest edition of A.M. Best's Insurance Guide.

9.06 TENANT shall require each of its subcontractors of any tier to maintain substantially the same insurance as required of TENANT with limits commensurate with the work or service to be provided and TENANT shall be required to provide verification thereof to the CITY upon request of the CITY.

9.07 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against the CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

9.08 TENANT agrees that TENANT shall have no recourse against the CITY for payment or assessments in any form on any policy of insurance.

9.09 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the CITY is included as an additional named insured shall not apply to the CITY. Instead, the CITY shall provide written notice of occurrence within fifteen (15) working days of the CITY's actual notice of such an event to TENANT.

9.10 TENANT shall not be allowed to commence performance of its obligations under this Agreement until after it has obtained all of the insurance herein described and the same has been approved by CITY.

9.11 Violation of any of the insurance terms of this Section 9 and its sub-parts shall constitute a breach of the Agreement and the CITY, at its sole discretion, may terminate the Agreement pursuant to Section 7 of this Agreement.

Section 10. ASSIGNMENT

10.01 This Agreement may be sold, assigned or transferred by TENANT without any approval or consent of CITY to TENANT's principal(s), affiliates, or any subsidiary of TENANT, its principal(s) or affiliates, or to any FCC licensed wireless provider entity which acquires all or substantially all of TENANT's assets and licenses in the market defined by the FCC in which the Land is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of CITY, which such consent will not be unreasonably withheld, delayed or conditioned. Following any sale, assignment, or transfer by TENANT in accordance with this paragraph, if the purchaser, assignee, or transferee agrees in the legal transfer document to undertake all of TENANT's obligations under this Agreement, TENANT shall be released from its obligations to CITY under this Agreement, and CITY shall have the right to look to the purchaser, assignee, or transferee for the full performance of this Agreement. Except as provided herein, TENANT shall not assign, transfer or sublet any of its rights or obligations under this Agreement to any third parties without the express written consent of CITY. No change of stock ownership, partnership interest or control of TENANT or transfer upon partnership or corporate dissolution of TENANT shall constitute an assignment hereunder.

10.02 The CITY may assign some or all of its responsibilities under this Agreement to a tower management company, including the right to administer this Agreement, collect rent, ensure compliance with applicable federal, state and local laws, and other administrative details, without consent of TENANT. Notwithstanding any such assignment to a tower management company, CITY shall remain fully liable for all of CITY's obligations under this Agreement.

Section 11. COMPLIANCE WITH LAWS

11.01 TENANT shall be required to comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, Palm Beach County, City of Boynton Beach and of any other public authority, which may be applicable to this Agreement. The execution of this Agreement shall not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract or agreement to which TENANT is a party; TENANT has no financial interest in marketing the CITY's debt, or financial interest with investment banks, banks, or underwriters associated with the CITY's proposed debt issues. TENANT is not insolvent, not in bankruptcy proceedings or receivership, nor engaged in or threatened with any litigation or other legal or administrative proceedings or

investigations of any kind which would have an adverse effect on TENANT's ability to perform the obligations herein.

Section 12. GOVERNING LAW: VENUE

12.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

12.02 Any claim, objection or dispute arising out of the terms of any agreement shall be litigated in shall be in Palm Beach County, Florida or in any federal court having jurisdiction over Palm Beach County, Florida.

Section 13. INSOLVENCY

13.01 In the event that either party shall be adjudicated insolvent, suffer or permit the appointment of a receiver for its business or its assets, or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation and such proceeding is not discharged or vacated within one hundred twenty (120) calendar days after the filing thereof, then, at the option of the other party or immediately upon written notice, this Agreement shall terminate and be of no further force and affect.

Section 14. ENTIRE AGREEMENT

14.01 This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties, whether oral or written. This Agreement may not be altered, amended, modified, or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election, but the same shall continue and remain in full force and effect.

Section 15. SEVERABILITY AND CONFLICT

15.01 Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

15.02 In the event of conflict between this Agreement and the terms and conditions set forth in any request for proposal issued, the terms of this Agreement shall control.

Section 16. NOTICES

16.01 All notices or other communications required by this Agreement shall be in writing and deemed delivered upon mailing by registered or certified mail, return receipt requested, hand-delivery, overnight courier, facsimile or email to the persons/addresses as shown below. Each such notice shall be deemed delivered on the date delivered if by hand-delivery or overnight courier; on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and on the date of transmission with confirmed answer back if by facsimile or email.

As to CITY:

City Manager
City of Boynton Beach
100 East Ocean Avenue
Boynton Beach, FL 33435

With copy to:
Real Estate Manager
City of Boynton Beach
100 East Ocean Avenue
Boynton Beach, FL 33435
celltoweradmin@BBFL.US

City's Tower Manager:
CityScape Consultants, Inc.
2423 S Orange Ave, #317
Orlando, FL 32806
Leasing@CityScapeGov.com

AS TO TENANT:

Cellco Partnership
d/b/a Verizon Wireless
Attn: Network Real Estate
180 Washington Valley Road
Bedminster, NJ 07921

With copy to:
Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920

Section 17. OTHER PROVISIONS

17.01 Should the CITY, at any time during the term of this Agreement, decide to sell all or part of the Land to a purchaser other than TENANT, such sale shall be under and subject to this Agreement and TENANT's rights hereunder, and any sale by the CITY of the portion of the Land underlying the right-of-way herein granted shall be under and subject to the right of the TENANT in and to such right-of-way.

17.02 Attorney's Fees. In the event that either party hereto institutes an action at law or in equity to enforce any obligation under this Agreement, the non-prevailing party in such action shall pay the prevailing party all actual expenses incurred in connection therewith, including reasonable attorneys' fees through all appeals. In the event that the CITY is required to file legal action against TENANT to collect any amounts due, the CITY shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

17.03 CITY agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of TENANT shall remain the personal property of TENANT, and TENANT shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable law. CITY waives any lien rights it may have concerning TENANT's property.

17.04 If circumstances occur or threaten to occur from which CITY may reasonably conclude that damage is likely to occur to the property of TENANT, or of the property of any other person, or that substantial threat to life exist, before agents of TENANT can be advised and respond, CITY without notice to TENANT, may repair, maintain, de-energize, disconnect or dismantle any or all equipment and/or lines of TENANT and take any other action which, in CITY's discretion, may appear necessary, with respect to the property of TENANT, without any liability on the part of CITY for any damage that such action may cause. If CITY takes any

actions authorized by this Section 17.04, it will telephonically notify TENANT by calling (800) 264-6620 as soon as practicable under the circumstances.

17.05 CITY and TENANT acknowledge that TENANT shall enter into an Agreement with Tower Owner to collocate on the Tower and utilize the Property for Tenant's intended use hereunder. TENANT shall diligently negotiate with Tower Owner to affect a reasonable collocation agreement for the leasing of space on the permanent tower located on the Property. Should TENANT not be able to negotiate a Collocation Agreement with Tower Owner within sixty (60) calendar days after the approval of this Agreement by the CITY, this Agreement shall terminate immediately. The CITY Purchasing Manager, however, may authorize a reasonable extension for TENANT's negotiations with Tower Owner upon a written request for extension.

17.06 Prohibited Telecommunications Equipment. TENANT represents and certifies that TENANT and all subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are defined in 48 CFR §§ 52.204-25. TENANT represents and certifies that TENANT and all subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

17.07 Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by CITY nor shall anything included herein be construed as consent by CITY to be sued by third parties in any matter arising out of this Agreement.

17.08 Regulatory Capacity. Notwithstanding the fact that CITY is a municipal corporation with certain regulatory authority, CITY's performance under this Agreement is as a party to this Agreement and not in its regulatory capacity. If CITY exercises its regulatory authority, the exercise of such authority and the enforcement of applicable law shall have occurred pursuant to CITY's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to CITY as a party to this Agreement.

Section 18. RECORDATION

18.01 CITY and TENANT agree that a Memorandum of Agreement in the form attached hereto as Exhibit "C" shall be recorded in the Public Records of Palm Beach County, Florida by TENANT not more than sixty (60) days after the date of full execution of this Agreement. The cost for recordation shall be paid by the TENANT.

Section 19. DESTRUCTION OR CONDEMNATION

19.01 If the Property or the portion of the Land that contains the Tower compound or TENANT's equipment is damaged, destroyed, condemned or transferred in lieu of condemnation, and as a result of such damage, destruction, condemnation or transfer, TENANT reasonably believes that its operations will be interfered with for more than forty-five (45) days, TENANT may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to CITY no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer in lieu of condemnation. If TENANT chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Property and Tower.

Section 20. ACCESS TO TOWER

20.01 CITY agrees that TENANT shall have free access across the Property to the Tower at all times for the purpose of installing and maintaining TENANT's equipment. CITY shall furnish TENANT with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of TENANT or CITY or persons under their direct supervision will be permitted to enter said premises.

Section 21. WARRANTY OF QUIET ENJOYMENT

21.01 CITY warrants that CITY has the full right to make and perform this Agreement; and CITY covenants and agrees with TENANT that upon TENANT paying the Rent and observing and performing all the terms, covenants and conditions on TENANT's part to be observed and performed, TENANT shall peacefully and quietly enjoy the Property.

Section 22. SUCCESSORS

22.01 This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

Section 23. SURVIVAL

23.01 The provisions of the Agreement relating to indemnification from TENANT to CITY shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

Section 24. CONFLICT OF INTEREST

24.01 TENANT acknowledges and agrees that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with the CITY, and further covenants that, during the term of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of TENANT or its employees, must be disclosed in writing to the CITY. TENANT is familiar with the conflict of interest laws of the Municipal Code of the City of Boynton Beach, Palm Beach County and the State of Florida, including but not limited to, Chapter 112, Florida Statutes, as amended from time to time, and agrees to remain in compliance in all respects with the terms of said laws. TENANT further warrants that it has not employed or retained any person employed by the CITY to solicit or secure any contract with the CITY and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by the CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this Agreement.

Section 25. ENVIRONMENTAL

25.01 TENANT represents and warrants to CITY that TENANT's use and activities on the Premises shall be conducted in compliance with all applicable environmental ordinances, rules, regulations, statutes, orders, and laws of all local, state, or federal agencies or bodies with

jurisdiction over the Premises or the activities conducted on the Premises (hereinafter collectively referred to as the "Environmental Laws"). In the event any of TENANT's activities require the use of "hazardous" or "toxic" substances, as such terms are defined by any of the Environmental Laws, then TENANT represents and warrants to CITY that Tenant has received all permits and approvals required under the Environmental Laws with respect to such toxic or hazardous substances. TENANT covenants and agrees to maintain the Premises in a "clean" condition during the term of this Agreement, as extended or renewed. As used in this paragraph, the term "clean" shall mean that the Premises are in complete compliance with any applicable standards set forth under the Environmental Laws and any standards set forth in this Agreement.

25.02 25.02 In the event TENANT breaches any of its representations, warranties, or covenants and agreements contained in this paragraph or fails to notify CITY of the release of any hazardous or toxic substances from the Premises, then such breach or failure to notify shall be deemed a default under this Agreement and CITY shall have all rights and remedies available to it, including, but not limited to, the right to terminate this Agreement and/or initiate a clean-up of the Premises, in which case CITY shall be reimbursed by TENANT for, and indemnified by TENANT from, any and all costs, expenses, losses, and liabilities incurred in connection with such clean-up of the Premises (including all reasonable attorneys' and paralegals' fees and reasonable court costs incurred at trial and all appellate levels) by TENANT. In the alternative, CITY may require TENANT to clean-up the Premises and to fully indemnify, defend, and hold CITY harmless from any and all losses, liabilities, expenses (including but not limited to reasonable attorneys' and paralegals' fees at trial and all appellate levels), and costs incurred by CITY in connection with TENANT's clean-up action. Notwithstanding anything herein, TENANT agrees to pay, and shall indemnify and defend CITY from and against, any and all losses, claims, liabilities, costs, and expenses (including reasonable attorneys' and paralegals' fees and reasonable court costs at trial and all appellate levels) incurred by CITY as a result of any breach by TENANT of this paragraph, and/or as a result of any contamination of the Premises due to TENANT's use of hazardous or toxic substances on the Premises.

25.03 Diesel Generators/Soil Testing. If TENANT has installed a backup generator which uses diesel fuel on the Property, then at least annually, on or about the anniversary of this Agreement, TENANT shall engage a third party testing firm to sample the ground within TENANT's Property for the presence of any Hazardous Substance and provide a report regarding same. Hazardous Substance" shall mean materials, wastes or substances that are (A) included within the definition of any one or more of the terms "hazardous substances," "hazardous materials," "toxic substances," "toxic pollutants" and "hazardous waste" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), the Clean Water Act (33 U.S.C. Section 1251, et seq.), the Safe Drinking Water Act (42 U.S.C. Section 300f, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 180 1, et seq.), and the Toxic Substance Control Act (15 U.S.C. Section 2601, et seq.) and the regulations promulgated pursuant to such laws, (B) regulated or classified as hazardous or toxic, under federal, state or local environmental laws or regulations, (C) petroleum, (D) asbestos or asbestos containing materials, (E) polychlorinated biphenyls, (F) flammable explosives or (G) radioactive materials. TENANT shall furnish a copy of such report to CITY within ten (10) days of receipt of same.

25.04 Notwithstanding anything contained herein to the contrary, the parties hereto recognize that TENANT is only leasing a small portion of the Land and that TENANT shall not be responsible for any environmental condition or issue except to the extent resulting from TENANT's specific activities and responsibilities.

Section 26. CAPTIONS, CONSTRUCTION

26.01 The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement. The terms and conditions used herein are to be construed with their common meaning to effectuate the intent of this Agreement. All words used in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words in any gender shall extend to and include all genders. The parties agree that each party has been represented by counsel or had sufficient time to consult counsel before the execution of this Agreement contract. Any applicable law that would require interpretation of claimed ambiguities against the drafting party has no application and is expressly waived by both parties. If either party raises a claim as to any conflict, omission, or ambiguity in the provisions of this Agreement, there shall be no presumption or burden of persuasion that will be implied.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

CITY

ATTEST

CITY OF BOYNTON BEACH

City Clerk

Print Name:
Title: Mayor
Date:

Approved as to form:

City Attorney

TENANT

CELLCO PARTNERSHIP d/b/a Verizon Wireless

Witness
Print Lauren McLemore

By:
Print Name: Keith Murray
Title: Director
Date: 9/23/25

Witness
Print: AXELINA WELLER

EXHIBIT A

LEGAL DESCRIPTION OF LAND:

TOWER PARCEL:

THAT PART OF TRACT "A", ROLLING GREEN RIDGE FIRST ADDITION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 24, PAGE 223, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 1,809 SQUARE FEET (0.04 ACRES), MORE OR LESS.

EXHIBIT B

LEGAL DESCRIPTION/DEPICTION OF TENANT LEASED PROPERTY:

DESCRIPTION :

THAT PART OF TRACT "A" ROLLING GREEN RIDGE FIRST ADDITION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 24, PAGE 223, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 179.63 SQUARE FEET±.

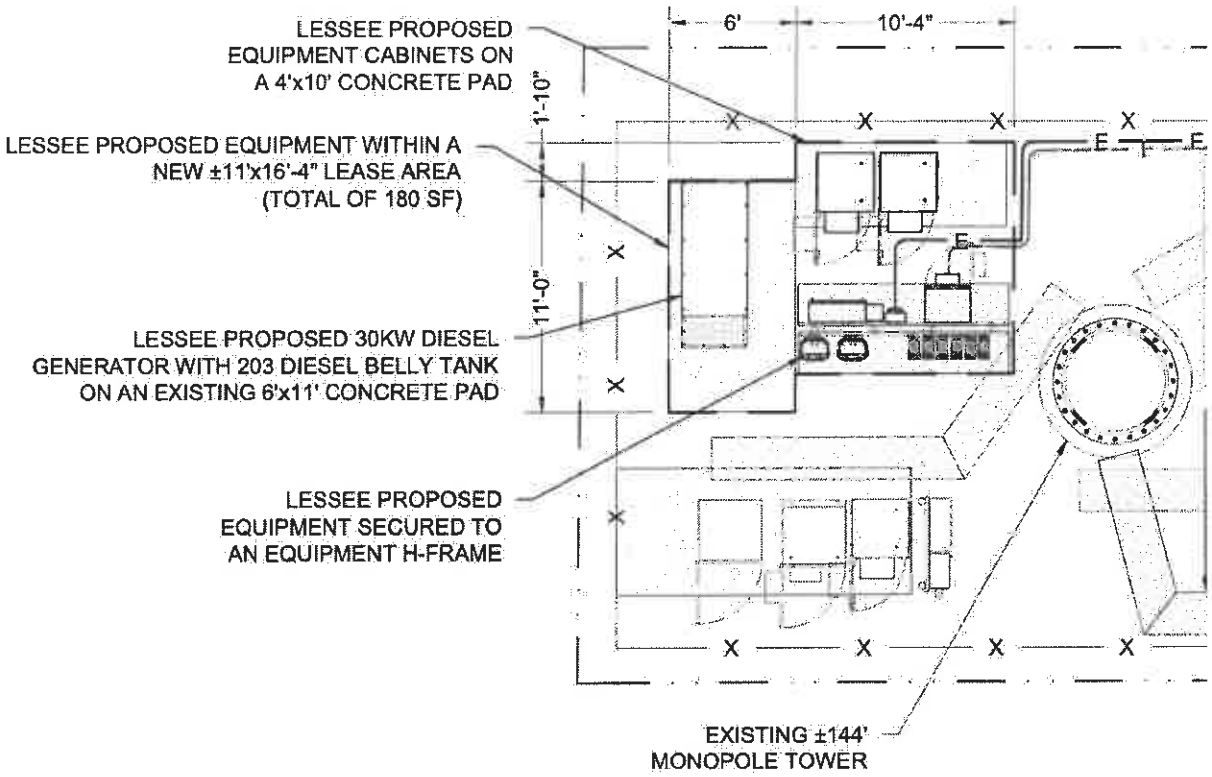


EXHIBIT B

LEGAL DESCRIPTION FOR INGRESS, EGRESS AND UTILITY EASEMENT:

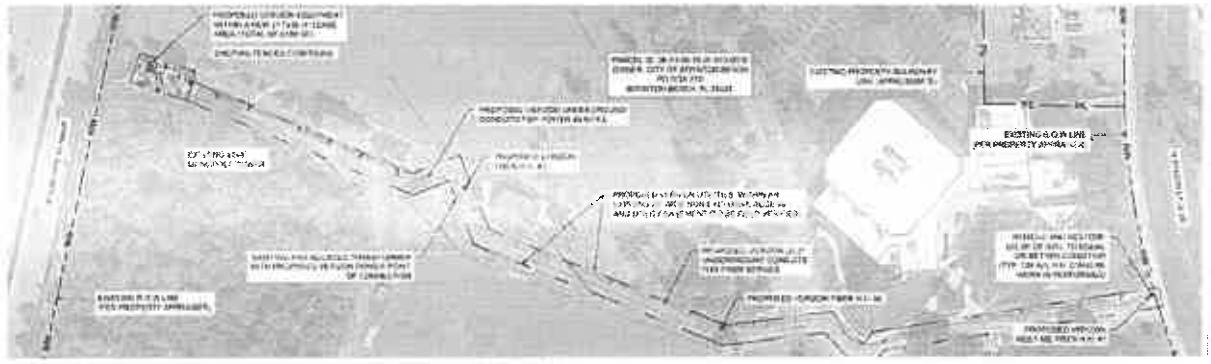
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CONTAINING 31,475 SQUARE FEET (0.72 ACRES), MORE OR LESS.

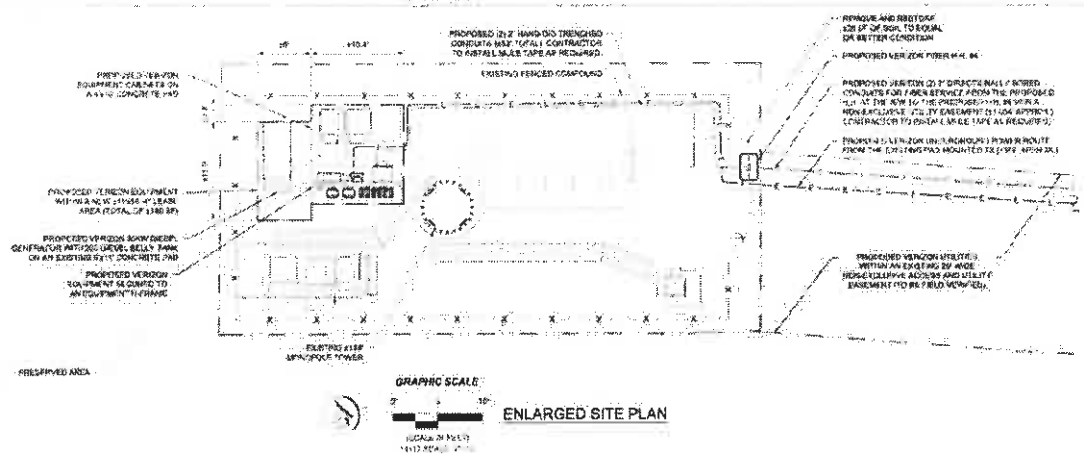
EXHIBIT B

DEPICTION FOR INGRESS, EGRESS AND UTILITY EASEMENT:



GRAPHIC SCALE

OVERALL SITE PLAN W/ AERIAL



GRAPHIC SCALE

ENLARGED SITE PLAN

EXHIBIT C

RECORDED AT REQUEST OF, AND
WHEN RECORDED RETURN TO:
Bonnie Bolz Merkt, Esq.
Ginsberg Jacobs LLC
300 South Wacker Drive, Suite 2750
Chicago, Illinois 60606

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into on _____, 2025, by the City of Boynton Beach, a municipal corporation, with an address at 100 East Ocean Avenue, Boynton Beach, Florida 33435 (hereinafter referred to as "Owner" or "Landlord") and Cellco Partnership, a Delaware general partnership d/b/a VERIZON WIRELESS, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as "Tenant").

1. Owner and Tenant entered into a Collocation Agreement ("Agreement") dated as of _____, 2025, effective upon full execution of the parties ("Effective Date") for the purpose of Tenant installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The term of Tenant's tenancy under the Agreement is for five (5) years commencing upon the first day of the month immediately following the date upon which Tenant is granted a building permit by the governmental agency charged with issuing such permits, with four (4) successive five (5) year options to renew.

3. The Land that is the subject of the Agreement is described in Exhibit "A1" attached hereto. The portion of the Land being leased to Tenant is described in Exhibit "B1" attached hereto.

[Signatures appear on the following page.]

In witness whereof, the parties have executed this Memorandum of Agreement as of the day and year first written above.

LANDLORD:

The City of Boynton Beach, a municipal corporation

By: **EXHIBIT ONLY – DO NOT EXECUTE**

Name: _____

Title: _____

Date: _____

CITY NOTARY:

STATE OF _____

COUNTY OF _____

On _____, 2025, before me, _____, Notary Public, personally appeared (by means of ___ physical presence or ____ online notarization) _____, Mayor, for the City of Boynton Beach, a municipal corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public

My commission expires: _____

TENANT:

Cellco Partnership d/b/a Verizon Wireless

By: **EXHIBIT ONLY – DO NOT EXECUTE**

Name: _____

Title: _____

Date: _____

PROVIDER NOTARY:

STATE OF _____

COUNTY OF _____

On _____, 2025, before me, _____, Notary Public, personally appeared (by means of ___ physical presence or ____ online notarization) _____(Name), _____(Title), for Cellco Partnership, a Delaware general partnership d/b/a Verizon Wireless, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____(SEAL)
Notary Public

My commission expires: _____

MEMORANDUM OF AGREEMENT
EXHIBIT A1

LEGAL DESCRIPTION OF LAND:

TOWER PARCEL:

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CONTAINING 1,809 SQUARE FEET (0.04 ACRES), MORE OR LESS.

MEMORANDUM OF AGREEMENT
EXHIBIT B1

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CONTAINING 179.63 SQUARE FEET±.

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CONTAINING 31,475 SQUARE FEET (0.72 ACRES), MORE OR LESS.

EXHIBIT D

TENANT EQUIPMENT LISTING

FREQUENCIES ASSIGNED TO TENANT BY THE FCC FOR USE ON THE PROPERTY

TX: 1950.000–1965.000, 746.000–757.000, 2110.000-2130.000, 3700.000-3860.00
RX: 1870.000-1885.000, 776.000-787.000, 1710.000-1730.00, 3700.000-3860.000

EXHIBIT E

RENT SCHEDULE

Year	1	$	9,000.00
Year	2	$	9,270.00
Year	3	$	9,548.10
Year	4	$	9,834.54
Year	5	$	10,129.58
Year	6	$	10,433.47
Year	7	$	10,746.47
Year	8	$	11,068.86
Year	9	$	11,400.93
Year	10	$	11,742.96
Year	11	$	12,095.25
Year	12	$	12,458.10
Year	13	$	12,831.85
Year	14	$	13,216.80
Year	15	$	13,613.31
Year	16	$	14,021.71
Year	17	$	14,442.36
Year	18	$	14,875.63
Year	19	$	15,321.90
Year	20	$	15,781.55
Year	21	$	16,255.00
Year	22	$	16,742.65
Year	23	$	17,244.93
Year	24	$	17,762.28
Year	25	$	18,295.15

RECORDED AT REQUEST OF, AND
WHEN RECORDED RETURN TO:
Bonnie Bolz Merkt, Esq.
Ginsberg Jacobs LLC
300 South Wacker Drive, Suite 2750
Chicago, Illinois 60606

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This Memorandum of Agreement is entered into on _____, 2025, by the City of Boynton Beach, a municipal corporation, with an address at 100 East Ocean Avenue, Boynton Beach, Florida 33435 (hereinafter referred to as "Owner" or "Landlord") and Cellco Partnership, a Delaware general partnership d/b/a VERIZON WIRELESS, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as "Tenant").

1. Owner and Tenant entered into a Collocation Agreement ("Agreement") dated as of _____, 2025, effective upon full execution of the parties ("Effective Date") for the purpose of Tenant installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.

2. The term of Tenant's tenancy under the Agreement is for five (5) years commencing upon the first day of the month immediately following the date upon which Tenant is granted a building permit by the governmental agency charged with issuing such permits, with four (4) successive five (5) year options to renew.

3. The Land that is the subject of the Agreement is described in Exhibit "A1" attached hereto. The portion of the Land being leased to Tenant is described in Exhibit "B1" attached hereto.

[Signatures appear on the following page.]

In witness whereof, the parties have executed this Memorandum of Agreement as of the day and year first written above.

LANDLORD:

The City of Boynton Beach, a municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

CITY NOTARY:

STATE OF _____

COUNTY OF _____

On _____, 2025, before me, _____ _____, Notary Public, personally appeared (by means of ___ physical presence or ____ online notarization) _____, Mayor, for the City of Boynton Beach, a municipal corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public

My commission expires: _____

TENANT:

Cellco Partnership d/b/a Verizon Wireless

By: _____

Name: Keith Murray

Title: Senior Engineering Director

Date: 9-30-2025

PROVIDER NOTARY:

STATE OF Florida

COUNTY OF Hillsborough

On September 30th 2025, before me, Keith Murray, Notary Public, personally appeared (by means of ___ physical presence or ___ online notarization) Verizon Worker (Name), _____(Title), for Cellco Partnership, a Delaware general partnership d/b/a Verizon Wireless, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Lauren McLemore (SEAL)
Notary Public

LAUREN MCLEMORE
MY COMMISSION # HH 651752
EXPIRES: March 16, 2029

My commission expires: March 16, 2029

MEMORANDUM OF AGREEMENT
EXHIBIT A1

LEGAL DESCRIPTION OF LAND:

TOWER PARCEL:

THAT PART OF TRACT "A", ROLLING GREEN RIDGE FIRST ADDITION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 24, PAGE 223, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; THENCE NORTH 87°48'30" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 FOR 505.37 FEET TO AN FOUND NAIL LOCATED AT THE INTERSECTION OF THE CENTERLINE OF NORTHWEST 19TH AVENUE (50 FOOT WIDE RIGHT-OF-WAY) WITH THE CENTERLINE OF NORTHWEST 1ST STREET (50 FOOT WIDE RIGHT-OF-WAY); THENCE CONTINUE NORTH 87°48'30" WEST ALONG SAID NORTH LINE AND ALONG SAID CENTERLINE OF NORTHWEST 19TH AVENUE FOR 250.18 FEET TO A FOUND NAIL LOCATED AT THE INTERSECTION OF SAID CENTERLINE OF NORTHWEST 19TH AVENUE WITH THE CENTERLINE OF NORTHWEST 2ND COURT (50 FOOT WIDE RIGHT-OF-WAY); THENCE SOUTH 72°02'30" WEST FOR 481.47 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 19°23'38" WEST FOR 29.93 FEET; THENCE NORTH 70°39'21" WEST FOR 60.34 FEET; THENCE NORTH 19°58'50" EAST FOR 30.17 FEET; THENCE SOUTH 70°26'05" EAST FOR 60.04 FEET TO SAID POINT OF BEGINNING.

CONTAINING 1,809 SQUARE FEET (0.04 ACRES), MORE OR LESS.

MEMORANDUM OF AGREEMENT
EXHIBIT B1

LEGAL DESCRIPTION/DEPICTION OF TENANT LEASED PROPERTY:

DESCRIPTION :
THAT PART OF TRACT "A" ROLLING GREEN RIDGE FIRST ADDITION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 24, PAGE 223, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 16, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; THENCE NORTH 89°20'25" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST ¼ OF THE SOUTHWEST ¼ FOR 755.55 FEET TO THE INTERSECTION OF THE CENTERLINE OF NORTHWEST 19TH AVENUE (50 FOOT WIDE RIGHT OF WAY) WITH THE CENTERLINE OF NORTHWEST 2ND COURT (50 FOOT WIDE RIGHT OF WAY); THENCE SOUTH 72°47'39" WEST FOR 519.17 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 18°36'31" WEST FOR 11.00 FEET; THENCE NORTH 71°23'29" WEST FOR 10.33 FEET; THENCE S18°36'31"W FOR 1.80 FEET; THENCE N71°23'29"W FOR 6.00 FEET; THENCE N18°36'31"E FOR 11.00 FEET; THENCE S71°23'29"E A DISTANCE OF 6.00 FEET; THENCE N18°36'31"E FOR 1.80 FEET; THENCE S71°23'29"E FOR 10.33 FEET TO SAID POINT OF BEGINNING.
CONTAINING 179.63 SQUARE FEET±.

LEGAL DESCRIPTION FOR INGRESS, EGRESS AND UTILITY EASEMENT:

20 FOOT WIDE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT:
THAT PART OF TRACT "A", ROLLING GREEN RIDGE FIRST ADDITION, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 24, PAGE 223, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING WITHIN 10 FEET OF BOTH SIDES OF A CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; THENCE NORTH 87°48'30" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 FOR 505.37 FEET TO AN FOUND NAIL LOCATED AT THE INTERSECTION OF THE CENTERLINE OF NORTHWEST 19TH AVENUE (50 FOOT WIDE RIGHT-OF-WAY) WITH THE CENTERLINE OF NORTHWEST 1ST STREET (50 FOOT WIDE RIGHT-OF-WAY); THENCE CONTINUE NORTH 87°48'30" WEST ALONG SAID NORTH LINE AND ALONG SAID CENTERLINE OF NORTHWEST 19TH AVENUE FOR 250.18 FEET TO A FOUND NAIL LOCATED AT THE INTERSECTION OF SAID CENTERLINE OF NORTHWEST 19TH AVENUE WITH THE CENTERLINE OF NORTHWEST 2ND COURT (50 FOOT WIDE RIGHT-OF-WAY); THENCE SOUTH 72°02'30" WEST FOR 481.47 FEET TO THE NORTHEASTERLY CORNER OF AN 30 FOOT X 60 FOOT TOWER PARCEL; THENCE SOUTH 19°23'38" WEST ALONG THE EASTERLY LINE OF SAID TOWER PARCEL FOR 19.90 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED 20 FOOT WIDE NON-EXCLUSIVE INGRESS, EGRESS AND UTILITY EASEMENT; THENCE SOUTH 66°10'27" EAST FOR 244.00 FEET; THENCE NORTH 68°57'54" EAST FOR 44.16 FEET; THENCE SOUTH 21°08'02" EAST FOR 74.13 FEET; THENCE SOUTH 66°10'27" EAST FOR 262.06 FEET; THENCE NORTH 84°24'38" EAST FOR 106.00 FEET; THENCE SOUTH 41°40'03" EAST FOR 51.93 FEET TO POINT "A"; THENCE NORTH 39°42'09" EAST FOR 24.08 FEET; THENCE NORTH 82°49'18" EAST FOR 287.37 FEET TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SEACREST BOULEVARD (80 FOOT WIDE RIGHT-OF-WAY) AND A POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE; THENCE RETURN TO SAID POINT "A"; THENCE SOUTH 39°42'09" WEST FOR 40.46 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 94°21'18", AND A CHORD OF 239.39 FEET THAT BEARS SOUTH 07°28'30" EAST, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE FOR 329.36 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 55°56'40", AND A CHORD OF 46.90 FEET THAT BEARS SOUTH 26°40'50" EAST, THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR 48.82 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°17'30" WEST FOR 71.48 FEET TO AN INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF NORTHWEST 19TH AVENUE (50 FOOT WIDE RIGHT-OF-WAY) AND THE POINT OF TERMINUS OF THE HEREIN DESCRIBED CENTERLINE.

CONTAINING 31,475 SQUARE FEET (0.72 ACRES), MORE OR LESS.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/18/2025

Proposed Resolution No. R25-294- Approve the Utility Easement between Ridgepoint Woods Association, Inc. and the City of Boynton Beach, and the Consent to Easement between High Point Boulevard Association, Inc. and the City of Boynton Beach for a force main extension project.

Requested Action:

Staff recommends approval of Proposed Resolution No. R25-294.

Explanation of Request:

The City of Boynton Beach (the "City") proposes to install, operate, and maintain a 10-inch and 12-inch sanitary sewer force main extension serving Lift Station Nos. 410 and 414 (the "Force Main Facilities"). The project requires a utility easement from RidgePointe Woods Villas Association and a consent to easement from High Point Blvd. Association for a portion of the proposed force main located within existing ingress/egress rights (the Highpoint Easement) for access to and from the High Point Property and High Point's community entrance.

How will this affect city programs or services? This project will help improve the level of service for area residents served by the collection system and Lift station 410 and 414 project. The consent for the utility easement will facilitate a cost effective process for the force main extension needed.

Account Line Item and Description: N/A

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

Attachments:
R25-294 Agenda_Item_3935-2025_Resolution_for_Ridgepoint_Easement_and_High_Point_Consent.docx
Exhibit A to Resolution - Signed Utility_Easement_RidgePointe.pdf
Exhibit B to Resolution - Signed Consent_to_Easement_High_Point.pdf
12-foot Easement Sketch & Legal Description.pdf
Civil Drawings-Force Main Location 1.pdf

RESOLUTION NO. R25-294

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE UTILITY EASEMENT BETWEEN RIDGEPOINT WOODS ASSOCIATION INC., AND THE CITY OF BOYNTON BEACH, AND THE CONSENT TO EASEMENT BETWEEN HIGH POINT BOULEVARD ASSOCIATION INC., AND THE CITY OF BOYNTON BEACH FOR A FORCE MAIN EXTENSION PROJECT; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of Boynton Beach (the "City") proposes to install, operate, and maintain a 10-inch and 12-inch sanitary sewer force main extension serving Lift Station Nos. 410 and 414 (the "Force Main Facilities"). The project requires a utility easement from RidgePointe Woods Association Inc., and a consent to easement from High Point Boulevard Association Inc., for a portion of the proposed force main located within existing ingress/egress rights (the Highpoint Easement) for access to and from the High Point Property and High Point's community entrance; 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 Utility Easement between Ridgepoint Woods Association Inc., and the City of Boynton Beach, and the Consent to Easement between High Point Boulevard Association Inc., and the City of Boynton Beach for a force main extension 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, does hereby approve a Utility Easement between Ridgepoint Woods Association Inc., and the City (the "Easement"), in form and substance similar to that attached as **Exhibit A**.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby approve a Consent to Easement between High Point Boulevard Association Inc., and the City (the "Consent"), in form and substance similar to that attached as **Exhibit B**.

SECTION 4. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Easement and the Consent. The Mayor is further authorized to execute any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 5. Upon execution of the Easement and the Consent by the City, the City Clerk shall record the Easement and the Consent in the Public Records of Palm Beach County. The City Clerk shall provide a copy of the recorded Easement and the recorded Consent to Milot Emile.

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

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-294

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

PREPARED BY AND RECORD & RETURN TO:

City of Boynton Beach
Attention: City Attorney
100 E. Ocean Avenue
Boynton Beach, Florida 33435

UTILITY EASEMENT

THIS UTILITY EASEMENT is made and entered into between:

RIDGEPOINTE WOODS ASSOCIATION, INC., a Florida not-for-profit corporation, whose address is 23 Ridgepointe Drive, Boynton Beach, Florida 33435 ("Grantor"), and the

CITY OF BOYNTON BEACH, a municipal corporation organized and existing under the laws of the State of Florida, whose address is 100 E. Ocean Avenue, Boynton Beach, Florida 33435 ("Grantee").

WITNESSETH:

The Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to the Grantee, its agents, successors and assigns, subject to the terms and conditions hereinafter provided, a perpetual easement for utility purposes in, on, over, under and across a portion of that certain parcel of real property owned by the Grantor, described as follows:

Property:

RidgePointe Woods Villas, according to the plat thereof, as recorded in Plat Book 44, Pages 92 and 93, of the Public Records of Palm Beach County, Florida

The Easement area is shown and described in **Exhibit A** attached hereto ("Easement Property") and incorporated herein.

This Easement grants to the Grantee the exclusive right to use the Easement Property below its surface. This Easement shall permit the Grantee, its employees, agents, contractors, subcontractors, consultants and licensees, to enter upon and use the Easement Property at any time and from time to time to install, construct, reconstruct, lay, install, operate, inspect, maintain, service, tie-in, remove, relocate, repair, replace and improve underground wastewater facilities, including a 10-inch and 12-inch sanitary sewer force main and all utility appurtenances (the "Force Main Facilities"). Grantee shall not use or

permit the use of the Easement Property for any other purpose. Grantee shall perform all work in a good and workmanlike manner.

The Grantee shall restore the surface of the Easement Property after any excavation of the Easement Property and shall remove from the Easement Property all trash, debris, and safety hazards following any repair or maintenance of the utilities. In addition to surface restoration, Grantee shall perform the hedge replacement work described below; provided, however, that the foregoing shall not impose any obligation on the Grantee to maintain the Easement Property following completion of construction and hedge replacement. The Grantee shall have the right, but not the obligation, to clear the Easement Property and keep it cleared of all trees, undergrowth, or other obstructions, and the right to trim, cut, or remove all trees located within or outside the Easement Property which might interfere with the Grantee's use of the Easement Property as permitted hereby. Grantee shall not cause any lien, mortgage, or other encumbrance to be filed or recorded against the Easement Property as a result of, or in connection with, Grantee's use of the Easement Property.

HEDGE REMOVAL AND REPLACEMENT: The parties acknowledge that existing landscaping, including hedges located along the northern boundary of the Easement Property on the shared property line between Grantor and High Point Boulevard Association, Inc. ("Boundary Hedges"), must be removed to facilitate construction of the Force Main Facilities. The existing Boundary Hedges have invasive root systems that pose a risk of damage to the Force Main Facilities and existing utilities, and therefore cannot be replaced in kind. As part of restoring the Easement Property following construction, Grantee shall remove the existing Boundary Hedges and install replacement Clusia Rosea hedges ("Replacement Hedges") in substantially the same location, spaced approximately four (4) feet apart, in accordance with the specifications set forth in the Grantee's project construction documents as Bid Item No. 38. The Replacement Hedges shall be installed in a good and workmanlike manner consistent with industry standards. Upon completion of installation and acceptance by Grantor, all ownership, maintenance, care, and replacement responsibility for the Replacement Hedges shall immediately transfer to and vest in Grantor. Grantor expressly acknowledges and agrees that:

- Grantee provides no warranty, express or implied, as to the Replacement Hedges, including without limitation any warranty of merchantability, fitness for purpose, survival, or successful establishment;

- Grantor assumes all risk of loss, damage, disease, or failure of the Replacement

Hedges from and after installation;

- Grantee shall have no obligation to maintain, water, fertilize, treat, monitor, replace, or provide any care whatsoever for the Replacement Hedges following installation and acceptance;

- Grantor waives any and all claims against Grantee related to the condition, performance, survival, or failure of the Replacement Hedges; and

- The hedge replacement work constitutes restoration of property disturbed during construction and does not constitute additional consideration for this Easement beyond the Ten Dollars ($10.00) recited above. High Point Boulevard Association, Inc. has consented to the replacement of the Boundary Hedges with Clusia Rosea pursuant to a separate Consent to Easement of even date herewith.

The Grantor shall not construct any structure or other improvement upon the Easement Property or engage in any use of the surface of the Easement Property which is inconsistent with or interferes with the operation or maintenance of the underground utilities or of the rights of the Grantee under this Easement.

The Grantor represents and warrants to the Grantee that Grantor is in exclusive possession of the Easement Property and owns the Easement Property free and clear of all mortgages, liens, judgments and other encumbrances, except this Easement and the ingress/egress easement benefiting High Point Boulevard Association, Inc. shown on the plat of RidgePointe Woods Villas, and that it has good and lawful right to grant this Easement. The Grantor hereby grants this Easement subject only to comprehensive land use plans, zoning, restrictions, prohibitions, and other requirements imposed by governmental authority.

COORDINATION WITH HIGH POINT EASEMENT: The parties acknowledge that a portion of the Easement Property is subject to an ingress/egress easement benefiting High Point Boulevard Association, Inc. ("High Point") as shown on the plat of RidgePointe Woods Villas (the "High Point Easement"). High Point has executed a Consent to Easement of even date herewith, consenting to this Easement. The Force Main Facilities shall be installed at sufficient depth below the surface to allow full use of the High Point Easement for ingress and egress purposes. During any excavation, construction, maintenance, or repair work affecting the High Point Easement area, Grantee shall:

- Provide High Point with at least seventy-two (72) hours' advance written notice

for non-emergency work;

- Maintain ingress and egress access through the High Point Easement to the maximum extent practicable;

- For emergency repairs, provide notice to High Point as soon as reasonably practicable; and

- Restore the High Point Easement area to its pre-existing condition following any work.

Grantor acknowledges that Grantee is a municipal corporation with sovereign immunity to the limits and protections set forth in Sec. 768.28, Florida Statutes.

This Easement shall run with the land and shall be binding upon the Grantor, all parties entitled to use or possession of the Easement Property by or through the Grantor, including lessees, and the successors and assigns of the Grantor and Grantee until this Easement is terminated by the Grantee. Neither the failure to use the Easement Property nor the abandonment of the Easement Property shall constitute or be construed as a termination of this Easement.

This Easement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The parties submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be exclusively in Palm Beach County, Florida. To encourage prompt and equitable resolution of any litigation, each party hereby waives its rights to a trial by jury in any litigation related to this Agreement.

No person or entity not a party hereto shall be deemed a third party beneficiary of the terms of this Easement, except that High Point Boulevard Association, Inc. is expressly recognized as a third party beneficiary with respect to the provisions concerning the High Point Easement set forth above. No other member of the public shall have any rights under this Easement.

This Easement shall be recorded in the Public Records of Palm Beach County, Florida.

RIDGEPOINTE UTILITY EASEMENT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Utility Easement on the day and year indicated below.

GRANTOR:
RIDGEPOINTE WOODS ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: Deborah J. Brown

Print Name: Deborah Brown

Title: President

STATE OF FLORIDA } SS:
COUNTY OF PALM BEACH }

On this 28 day of October, 2025, Deborah Brown the President of RIDGEPOINTE WOODS ASSOCIATION, INC. appeared before me, by ☒ physical presence or ☐ on-line notarization, and who is personally known to me or who has produced DL - FL as identification. He/She acknowledged to me that he/she is authorized to execute the foregoing instrument on behalf of the company and that he/she executed the foregoing instrument on behalf of said company as his/her free act and deed and as the free act and deed of said company.

Patricia Kellner
Notary Public Signature

PATRICIA A. KELLNER
MY COMMISSION #HH593148
EXPIRES: SEP 15, 2028
Bonded through 1st State Insurance

Printed or Stamped Name of Notary _____

Commission Number: HH 593148

RIDGEPOINTE UTILITY EASEMENT SIGNATURE PAGE

GRANTEE:
CITY OF BOYNTON BEACH

By: _____
Name / Title: _____

Attest

_____
City Clerk

CITY ATTORNEY'S OFFICE
Approved as to form and legality

By: _____
City Attorney

STATE OF FLORIDA } SS:
COUNTY OF PALM BEACH }

On this _____ day of _____, 20_____, the foregoing Utility Easement was acknowledged before me, by personal presence, by _____, _____, of the City of Boynton Beach, who is personally known to me.

_____
Notary Public Signature

_____
Printed or Stamped Name of Notary

Commission Number: _____

EXHIBIT "A"

SKETCH AND LEGAL DESCRIPTION OF EASEMENT AREA

PREPARED BY, RECORD, & RETURN TO:

City of Boynton Beach
Attention: City Attorney
100 E. Ocean Avenue
Boynton Beach, Florida 33435

CONSENT TO EASEMENT

THIS CONSENT TO EASEMENT is made and entered into this 28 day of OCTOBER, 2025, by HIGH POINT BOULEVARD ASSOCIATION, INC., a Florida not-for-profit corporation, whose address is 215 High Point Boulevard, Boynton Beach, Florida 33435 ("High Point").

RECITALS

A. High Point is the owner of certain real property consisting of Lots 7 and 11, Section 33, Township 45 South, Range 43 East, Boynton Beach, Palm Beach County, Florida, as more particularly described in that certain Warranty Deed recorded in Official Records Book 23293, Page 1557, of the Public Records of Palm Beach County, Florida (the "High Point Property").

B. High Point holds ingress and egress rights (the "High Point Easement") over a portion of the property owned by RidgePointe Woods Association, Inc. ("RidgePointe") for access to and from the High Point Property and High Point's community entrance, as shown on the plat of RidgePointe Woods Villas recorded in Plat Book 44, Pages 92 and 93, of the Public Records of Palm Beach County, Florida.

C. The City of Boynton Beach (the "City") proposes to install, operate, and maintain a 10-inch and 12-inch sanitary sewer force main extension serving Lift Station Nos. 410 and 414 (the "Force Main Facilities").

D. A portion of the Force Main Facilities will cross through the High Point Easement area.

E. Concurrently with the execution of this Consent, RidgePointe, as fee owner, is granting to the City a perpetual, non-exclusive utility easement for the Force Main Facilities pursuant to that certain Utility Easement of even date herewith (the "City Easement"), a portion of which crosses through the High Point Easement area. The sketch and legal description of the City Easement are attached hereto as **Exhibit A**.

F. The City requires High Point's consent to the installation and operation of the Force Main Facilities within the High Point Easement area.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, High Point hereby consents as follows:

1. CONSENT. High Point hereby consents to:

   a) The granting by RidgePointe to the City of the City Easement;

   b) The installation by the City of the Force Main Facilities within the City Easement, including the portions thereof that cross through the High Point Easement area; and

   c) The City's exercise of all rights granted under the City Easement, including the right to access, maintain, repair, replace, and operate the Force Main Facilities.

2. ACKNOWLEDGMENTS. High Point acknowledges and agrees that:

   a) The Force Main Facilities will be buried underground at sufficient depth to allow full use of the High Point Easement for ingress and egress purposes;

   b) The City may need to access the City Easement from time to time for maintenance, repair, and replacement of the Force Main Facilities; and

   c) The granting of the City Easement serves the public health, safety, and welfare.

3. CITY'S OBLIGATIONS. The City shall:

   a) Install the Force Main Facilities at sufficient depth below the surface to allow full use of the High Point Easement for ingress and egress purposes;

   b) For non-emergency maintenance or repair work affecting the High Point Easement area, provide High Point with at least seventy-two (72) hours' advance written notice;

   c) Maintain ingress and egress access through the High Point Easement area to the maximum extent practicable during any work;

   d) For emergency repairs, provide notice to High Point as soon as reasonably practicable; and

   e) Restore the High Point Easement area to its pre-existing condition following any construction, maintenance, or repair work.

4. CONSENT TO BOUNDARY HEDGE REPLACEMENT. In connection with the City's installation of the Force Main Facilities, High Point acknowledges and consents to the removal and replacement of existing landscaping, including hedges, located along the shared property line between RidgePointe Woods Association, Inc. and High Point ("Boundary Hedges") as follows:

   a) The existing Boundary Hedges must be removed to facilitate construction of the Force Main Facilities and have invasive root systems that pose a risk to utilities;

b) The City will install replacement Clusia Rosea hedges in substantially the same location following construction, spaced approximately four (4) feet apart, in accordance with project construction specifications;

c) All ownership and maintenance responsibility for the replacement hedges shall vest in RidgePointe Woods Association, Inc. immediately upon installation;

d) High Point consents to the species change from the existing hedge species to Clusia Rosea and waives any objection to such change;

e) High Point acknowledges that any future disputes regarding the replacement hedges, including but not limited to maintenance, encroachment, growth characteristics, or species selection, shall be between High Point and RidgePointe Woods Association, Inc., and High Point agrees that the City shall have no involvement in or liability for any such disputes; and

f) High Point waives any and all claims against the City related to the removal of existing Boundary Hedges or the installation, condition, performance, survival, or failure of replacement hedges.

5. RELATIONSHIP OF EASEMENTS. The City Easement and the High Point Easement shall coexist. Under normal operating conditions, the underground Force Main Facilities shall not interfere with High Point's use of the High Point Easement for ingress and egress purposes. During emergency repairs that may temporarily affect access, the City shall use reasonable efforts to maintain or provide alternative access.

6. NOTICES. All notices required under this Consent shall be in writing and delivered to:

If to City:	City of Boynton Beach Attention: City Manager 100 E. Ocean Avenue Boynton Beach, Florida 33435
With copy to:	City of Boynton Beach Attention: City Attorney 100 E. Ocean Avenue Boynton Beach, Florida 33435
If to High Point:	High Point Boulevard Association, Inc. Attention: President, Board of Directors 215 High Point Boulevard Boynton Beach, Florida 33435

7. BINDING EFFECT. This Consent shall be binding upon and inure to the benefit of High Point and the City and their respective successors and assigns, and shall run with the land.

8. RECORDING. This Consent shall be recorded in the Public Records of Palm Beach County, Florida.

9. GOVERNING LAW. This Consent shall be governed by Florida law. Venue for any dispute shall be exclusively in Palm Beach County, Florida.

10. THIRD PARTY BENEFICIARY. RidgePointe Woods Association, Inc. is expressly recognized as a third-party beneficiary of this Consent with the right to enforce the City's obligations set forth in Section 3 above.

11. SOVEREIGN IMMUNITY. Nothing contained herein shall constitute a waiver of the City's sovereign immunity limits and protections set forth in Sec. 768.28, Florida Statutes.

IN WITNESS WHEREOF, High Point has executed this Consent to Easement on the day and year indicated above.

HIGH POINT BOULEVARD ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: _____

Print Name: PAUL STANFIELD

Title: PRESIDENT

Date: OCTOBER 28, 2025

STATE OF FLORIDA } SS:
COUNTY OF PALM BEACH }

On this 28TH day of OCTOBER, 2025, PAUL STANFIELD the PRESIDENT of HIGH POINT BOULEVARD ASSOCIATION, INC. appeared before me, by ☒ physical presence or ☐ on-line notarization, and who is personally known to me or who has produced LICENSE as identification. He/She acknowledged to me that he/she is authorized to execute the foregoing instrument on behalf of the company and that he/she executed the foregoing instrument on behalf of said company as his/her free act and deed and as the free act and deed of said company.

_____
Notary Public Signature

Notary Public State of Florida
Diane L Wheeler
My Commission
HH 241857
Exp. 3/17/2026

Printed or Stamped Name of Notary _____

Commission Number: HH 241857

ACCEPTANCE BY CITY OF BOYNTON BEACH:

The City of Boynton Beach hereby accepts the foregoing Consent to Easement and agrees to perform the obligations set forth in Section 3 above.

CITY OF BOYNTON BEACH

By: _____
Name / Title: _____

Attest

_____
City Clerk

CITY ATTORNEY'S OFFICE
Approved as to form and legality

By: _____
City Attorney

STATE OF FLORIDA } SS:
COUNTY OF PALM BEACH }

On this _____ day of _____, 20_____, the foregoing Utility Easement was acknowledged before me, by personal presence, by _____, _____, of the City of Boynton Beach, who is personally known to me.

_____
Notary Public Signature

_____
Printed or Stamped Name of Notary

Commission Number: _____

EXHIBIT "A"

SKETCH AND LEGAL DESCRIPTION OF CITY EASEMENT

SKETCH & DESCRIPTION FOR:

12' UTILITY EASEMENT

A PORTION OF RIDGEPOINTE WOODS VILLAS
(PLAT BOOK 44, PAGES 92 & 93, P.B.C.R.)
CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA

LAND DESCRIPTION:

A portion of RIDGEPOINTE WOODS VILLAS, according to the plat thereof, as recorded in Plat Book 44, Pages 92 and 93, of the Public Records of Palm Beach County, Florida, described as follows:

A 12 foot strip of land for a Utility Easement being 6 feet on each side of the following described centerline:

COMMENCE at the Northwest corner of said plat, RIDGEPOINTE WOODS VILLAS; thence S00°57'51"W, along the west line of said plat and the east right-of-way of S.W. 3rd Street, 11.00 feet to the POINT OF BEGINNING of said centerline; thence S88°01'49"E, 1203.98 feet; thence S39°11'11"E, 5.65 feet; thence S88°01'49"E, 75.95 feet; thence S43°02'11"E, 29.06 feet; thence S88°01'49"E, 115.97 feet to the east line of said plat, RIDGEPOINTE WOODS VILLAS, the west right-of-way of Seacrest Boulevard and the POINT OF TERMINATION of said centerline.

Side lines of said 12 foot Utility Easement are to be prolonged or shortened to coincide with said east and west plat lines of RIDGEPOINTE WOODS VILLAS to form a continuous strip of land.

Said lands situate and being in the City of Boynton Beach, Palm Beach County, Florida.

SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are relative to the plat, RIDGEPOINTE WOODS VILLAS, based on the west line of plat having a bearing of S00°57'51"W.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: ℄ = Centerline; F.B. = Field Book; FPL = Florida Power & Light Company; L.B. = Licensed Business; N/A = Not Applicable; O.R.B. = Official Records Book; P.B. = Plat Book; P.B.C.R. = Palm Beach County Records; PG. = Page; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; P.O.T. = Point of Termination; P.S.M. = Professional Surveyor & Mapper; R/W = Right-of-Way; U.E. = Utility Easement.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Date: 09/29/2025

Digitally signed by Marisha M. Kreitman, P.S.M.
Date: 2025.09.29 15:27:33 -04'00'

MARISHA M. KREITMAN, P.S.M.
Florida Registration No. 6555
AVIROM & ASSOCIATES, INC.
L.B. No. 3300
EMAIL: marisha@aviromsurvey.com

REVISIONS

AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
(561) 392-2594 / www.AVIROMSURVEY.com

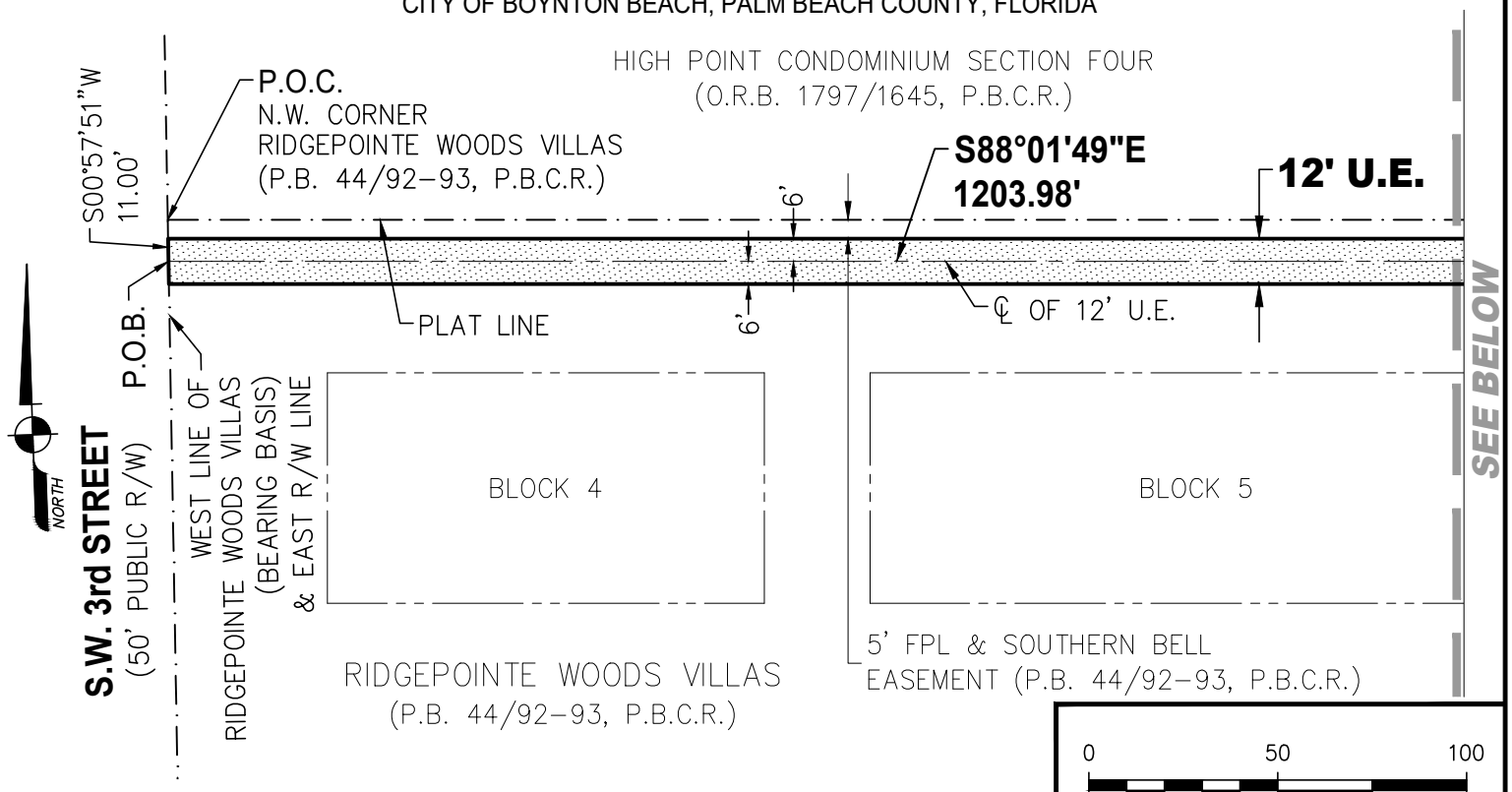
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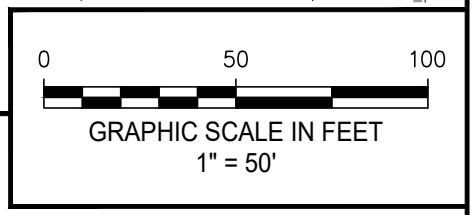
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BY:	M.M.K.
CHECKED:	
F.B. N/A	PG. N/A
SHEET:	1 OF 3

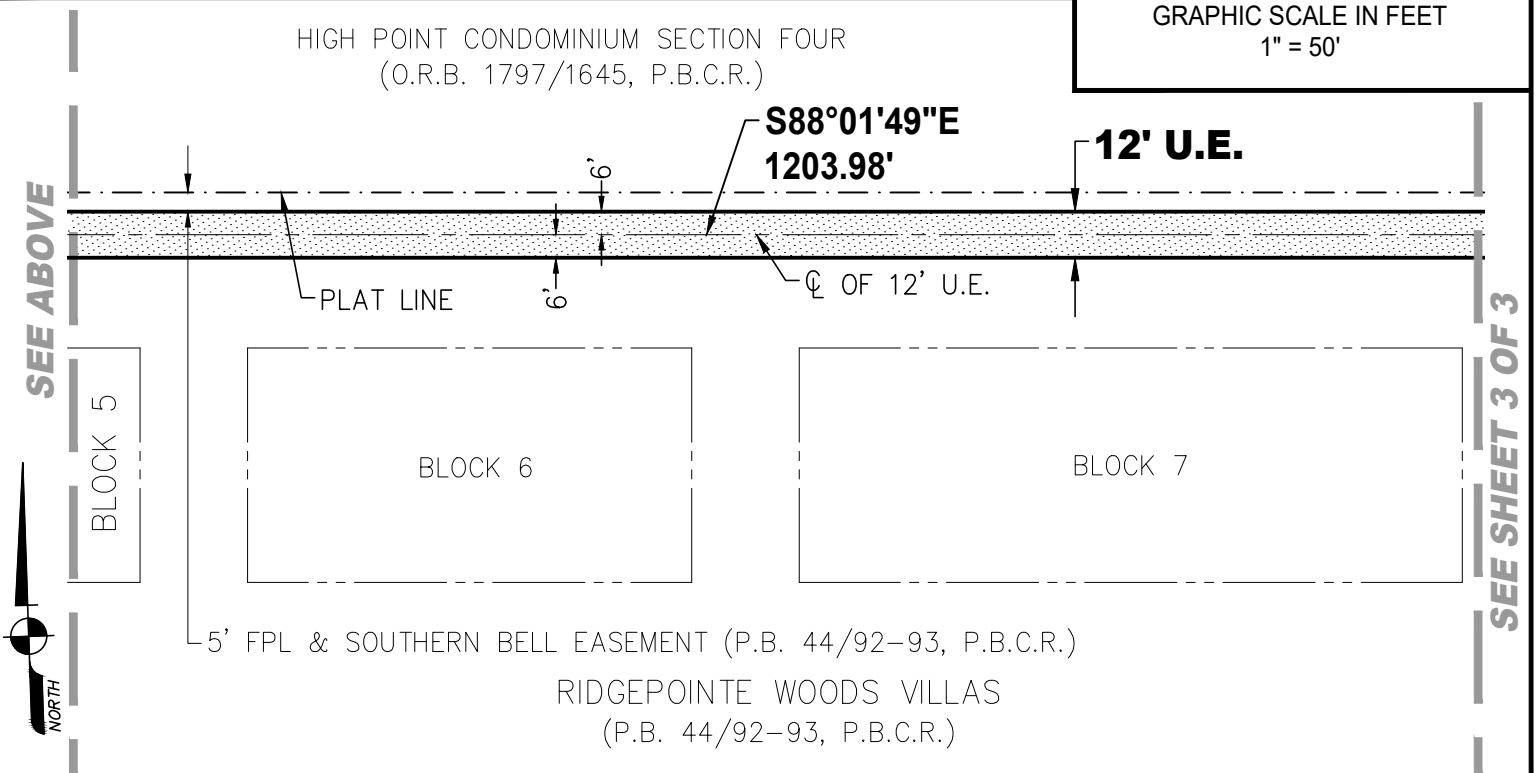
SKETCH & DESCRIPTION FOR:

12' UTILITY EASEMENT

A PORTION OF RIDGEPOINTE WOODS VILLAS
(PLAT BOOK 44, PAGES 92 & 93, P.B.C.R.)
CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA







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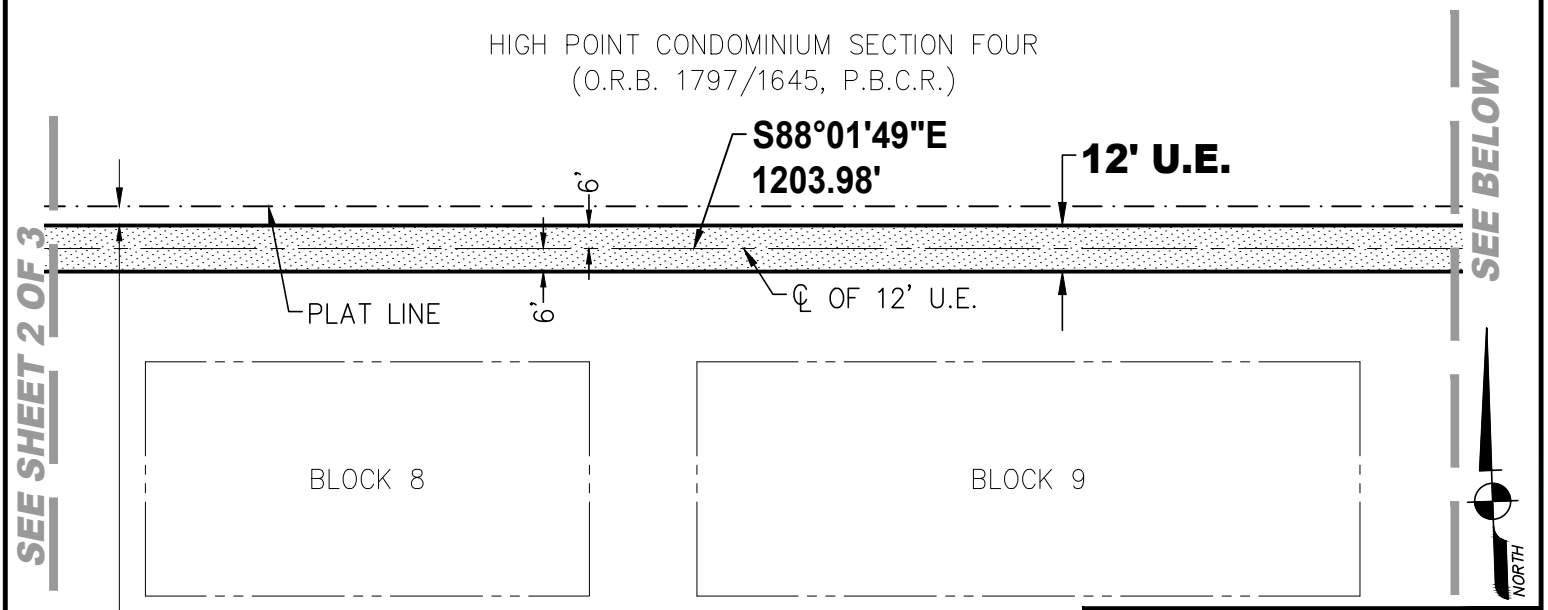
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DATE:	09/29/2025
BY:	M.M.K.
CHECKED:	
F.B. N/A	PG. N/A
SHEET:	2 OF 3

SKETCH & DESCRIPTION FOR:

12' UTILITY EASEMENT

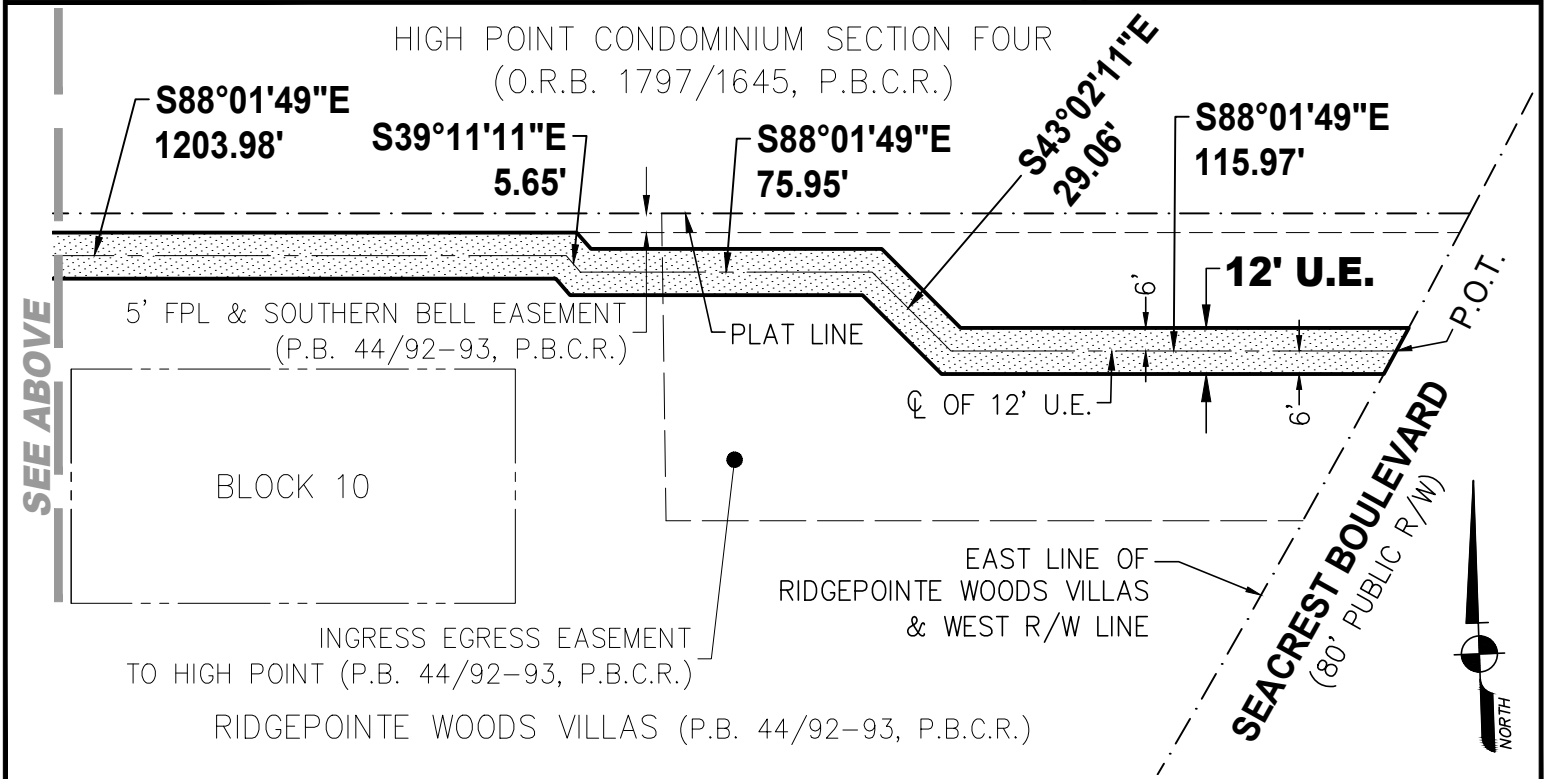
A PORTION OF RIDGEPOINTE WOODS VILLAS
(PLAT BOOK 44, PAGES 92 & 93, P.B.C.R.)
CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA



5' FPL & SOUTHERN BELL EASEMENT (P.B. 44/92-93, P.B.C.R.)

RIDGEPOINTE WOODS VILLAS
(P.B. 44/92-93, P.B.C.R.)

0 50 100
GRAPHIC SCALE IN FEET
1" = 50'



RIDGEPOINTE WOODS VILLAS (P.B. 44/92-93, P.B.C.R.)

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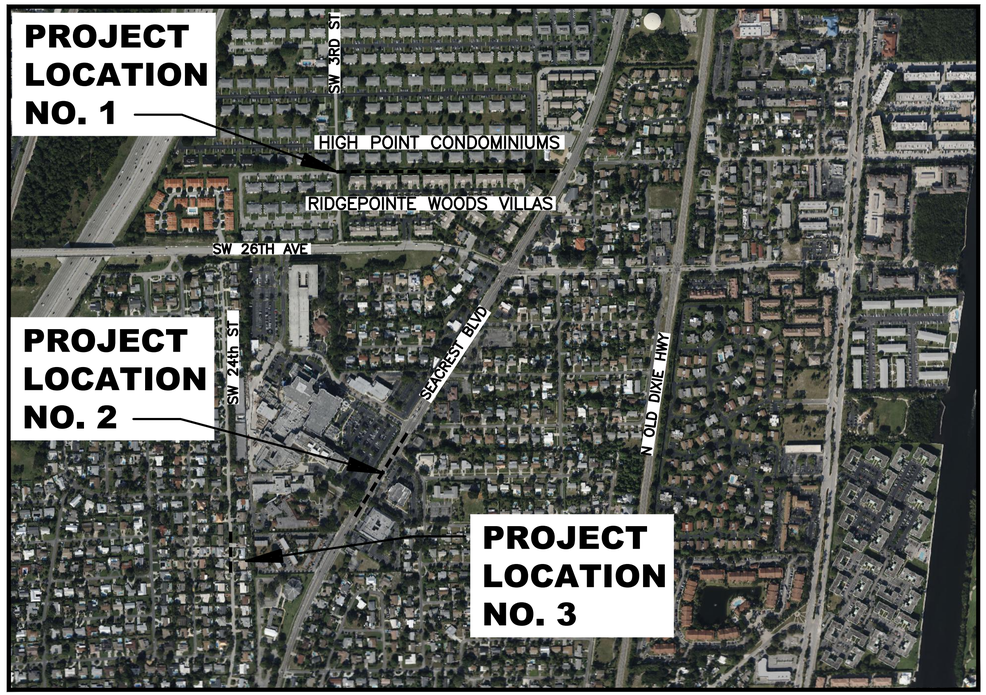
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F.B. N/A	PG. N/A
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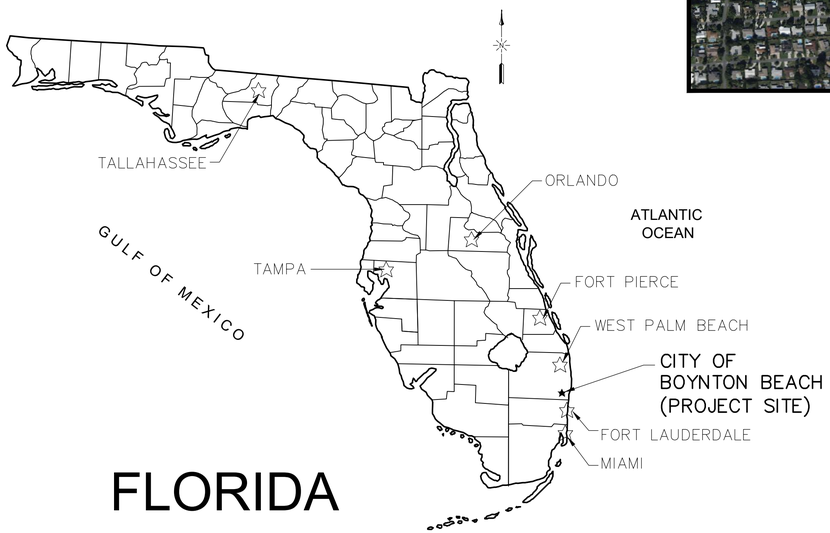
CITY OF BOYNTON BEACH

LIFT STATION NO. 410 & 414
FORCE MAIN EXTENSIONS

CONTRACT NO. 046-2821-17/TP



LOCATION PLAN
NOT TO SCALE



VICINITY PLAN
N.T.S.

INDEX OF SHEETS

SHEET	TITLE
	GENERAL
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G-2	LEGEND AND ABBREVIATIONS
G-3	GENERAL NOTES
	CIVIL
C-1	LOCATION NO. 1 LIFT STATION NO. 414 10" FORCE MAIN EXTENSION STA. 10+00 THRU STA. 17+50
C-2	LOCATION NO. 1 LIFT STATION NO. 414 10" FORCE MAIN EXTENSION STA. 17+50 THRU STA. 25+45
C-3	LOCATION NO. 1 LIFT STATION NO. 414 HDD PIPE LAYDOWN AREA
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C-8	LOCATION NO. 1 EXISTING HEDGE RESTORATION
CD-1	BOYNTON BEACH UTILITIES DEPARTMENT CONSTRUCTION STANDARDS AND DETAILS GENERAL DETAILS I
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CD-4	PALM BEACH COUNTY DEPARTMENT OF ENGINEERING & PUBLIC WORKS DETAILS
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TTC-1	TEMPORARY TRAFFIC CONTROL PLAN TYPICAL SECTIONS
TTC-2	TEMPORARY TRAFFIC CONTROL PLAN DETOUR PLANS
TTC-3	TEMPORARY TRAFFIC CONTROL PLAN DETOUR PLANS

SEPTEMBER 2025

CDM Smith

621 NW 53rd Street, Suite 265
Boca Raton, Fl 33487
Tel: (561) 571-3800
COA No. EB-0000020

ENGINEER'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED DESIGN PLANS ARE IN COMPLIANCE WITH THE DESIGN STANDARDS AND CRITERIA IN EFFECT ON THIS DATE FOR THE CITY OF BOYNTON BEACH UTILITIES ENGINEERING DIVISION, PALM BEACH COUNTY DEPARTMENT OF ENGINEERING AND PUBLIC WORKS, AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION.

100% DESIGN - ISSUED FOR PERMIT

Water *Environment* *Transportation* *Energy* *Facilities*

36179–289902

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SURVEYOR'S LEGEND

BENCHMARK		U/G LOCATES–ELECTRIC	EL
CATCH BASIN		U/G LOCATES–FIBER OPTIC	FO
CONCRETE COLUMN		U/G LOCATES–FORCE MAIN	FM
CONCRETE LIGHT POLE		U/G LOCATES–GAS	GAS
CONCRETE WALL		U/G LOCATES–RECLAIMED WATER MAIN	RYIA RYIA RYIA
CURB INLET		U/G LOCATES–SANITARY	SAN
CURB INLET @ LOW POINT		U/G LOCATES–UNKNOWN	UNK
ELECTRIC BOX	E	U/G LOCATES–WATER LINE	WL
ELECTRIC OUTLET		U/G LOCATES–WHITE PAINT	W
ELECTRIC MARKER	E	ASPHALT	
FIBER OPTIC MARKER	Fo	BRICK	
FLAG POLE		BUILDING	
FPL MARKER	FPL	CONCRETE	
GROUND LIGHT		TEST HOLE LOCATION	Th TH-5
GUY ANCHOR		SOIL BORING	B-1
IRRIGATION VALVE			
MANHOLE SANITARY	MS		
METAL POST			
SIGN			
TELEPHONE BOX	T		
TELEPHONE MARKER	T		
TRANSFORMER			
TV BOX	TV		
VAULT			
WATER METER	M		
VALVE–WATER			
WOOD LIGHT POLE	W		
WOOD POWER POLE			
BLACK OLIVE TREE(X=TAG #)			
COCONUT TREE(X=TAG #)			
FICUS TREE(X=TAG #)			
GUMBO LIMBO TREE (X=TAG #)			
MAHOGANY TREE(X=TAG #)			
OAK TREE(X=TAG #)			
PALM TREE(X=TAG #)			
TREE CLUSTER			
PINE TREE(X=TAG #)			
SCHEFFLERA PLANT			
UNKNOWN TREE (X=TAG #)			

ABBREVIATIONS

GENERAL

APPROXIMATE	APPROX
BENCH MARK	BM
BETWEEN	BTWN
BOTTOM	B
BURIED ELECTRIC	BE
BUILDING	BLDG
BELOW LEVEL SURFACE	BLS
CENTER LINE	℄
CENTER TO CENTER	CC, C/C
COMMUNICATION	COMM
CONCRETE	CONC
COUPLING	CPLG
DIAMETER	DIA, DIAM
DIMENSION	DIM
DRAIN	D
DRAWING	DWG
DOWNWARD	DN
EACH	EA
EDGE OF PAVEMENT	EOP
ELEVATION	EL, ELEV
EXISTING	EXIST
FEET	FT
FINISH	FIN
FLOOR	FL
FORCE MAIN	FM
FIBERGLASS REINFORCED PLASTIC	FRP
FIBER OPTIC	FO
FIBER OPTIC CABLE	FOC
FLORIDA POWER AND LIGHT	FP&L
GALLON	GAL
GALVANIZED	GALV
INCORPORATED	INC
INSIDE DIAMETER	ID
INVERT	INV
IRON PIPE SIZE	IPS
JOINT	JT
LINEAR FEET	LF
LOW POINT	LP
MAINTENANCE OF TRAFFIC	MOT
MANHOLE	MH
MANUFACTURER	MFG
MATERIAL	MTL, MAT'L
MAXIMUM	MAX
MECHANICAL	MECH
MINIMUM	MIN
MOUNTED	MTD
NOMINAL	NOM
NORTH	N
NOT TO SCALE	NTS
NUMBER	NO
OFFICIAL RECORD	OR
ON CENTER	OC
OPENING	OPNG
OPPOSITE	OPP
OR EQUAL	O/E
OUTSIDE DIAMETER	OD
PAGE	PG
PAVEMENT	PAV'T
PLAT	(P)
PLAT BOOK	PB
PROPERTY EASEMENT LINE	PEL
PROPERTY LINE	PL
POINT	PT
POUND	LB
POTABLE WATER	PW
RADIUS	RAD, R
REQUIRED	REQ'D
REINFORCEMENTS	REINF
RIGHT OF WAY	R/W
SECTION	SEC

GENERAL CONT.

SHEET	SH, SHT
SOIL BORING	SB
SOUTH	S
SQUARE	SQ
STANDARD	ST'D
STATION	STA
SYMMETRICAL	SYMM
TOP	T
THICK	THK
TOP OF PIPE	TOP
TYPICAL	TYP
TEMPORARY	TEMP
THREADED	THD
VERIFIED VERTICAL AND HORIZONTAL	VVH
VERTICAL	VERT
VOLT	V
WATER	W
WATER LEVEL	WL
WATER MAIN	WM
WEATHERPROOF	WPF
WEST	W.
WIDTH	W
WITH	W/

VALVES, FITTINGS, ETC.

AIR RELIEF VALVE	ARV
BALL CHECK VALVE	BCV
BALL VALVE	BAV
BLIND FLANGE	BF
BUTTERFLY VALVE	BV, BFV
CHECK VALVE	CV
CLEANOUT	CO
COMBINATION AIR VALVE	CAV
ELECTRIC VALVE ACTUATOR	EVA
ELEVATED GEAR OPERATOR	EO
EXPANSION JOINT	EXJ
FITTINGS	FTG
FLANGED ADAPTER	FA

VALVES, FITTINGS, ETC. CONT.

FLEXIBLE COUPLING	FC
FLOOR STAND	FS
GATE VALVE	GV
HOSE BIBB	HB
HARNESSED FLANGE ADAPTER COUPLING	HFAC
HYDRAULIC VALVE ACTUATOR	HVA
MECHANICAL JOINT	MJ
PLASTIC BALL VALVE	PBAV
PLASTIC CHECK VALVE	PCV
PRESSURE REDUCING VALVE	PRV
PLUG VALVE	PV
REDUCER	RED
RESILIENT SEATED GATE VALVE	RSGV
RUBBER FLAPPER CHECK VALVE	RFCV
UNION	UN
VALVE BOX	VB
WALL SLEEVE	WS

PIPE

CAST IRON	CI
CAST IRON PIPE	CIP
CONCRETE PRESSURE PIPE	CPP
CORRUGATED PLASTIC PIPE	CPP
DRAIN	DR
DUCTILE IRON PIPE	DIP
DUCTILE IRON	DI
FIBERGLASS REINFORCED PIPE	FRP
FLANGE	FLG
GALVANIZED STEEL	GS
GRAVITY SANITY SEWER PIPE	SS
GLASS–LINED DUCTILE IRON PIPE	DIP–GL
POLYVINYL CHLORIDE	PVC
PRESTRESSED CONCRETE CYLINDER PIPE	PCCP
REINFORCED CONCRETE PIPE	RCP
STAINLESS STEEL PIPE	SS
VITRIFIED CLAY PIPE	VCP

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY DORNELLE THOMAS ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

DORNELLE THOMAS
PE NO. 79276

REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: D. THOMAS
DRAWN BY: C. SCOTT
SHEET CHK'D BY:
CROSS CHK'D BY: C. TAPPAN
APPROVED BY: D. THOMAS
DATE: SEPTEMBER 2025

CDM Smith
621 NW 53rd Street, Suite 265
Boca Raton, FL 33487
Tel: (561) 571-3800
FL COA No. EB-0000020

CITY OF BOYNTON BEACH
LIFT STATION NO. 410 & 414
FORCE MAIN EXTENSIONS

LEGEND AND ABBREVIATIONS

PROJECT NO. 36179–289902
FILE NAME: G002FNLG.DWG

SHEET NO.
G-2

XREFs: [CDMS_2234] Images: []
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GENERAL NOTES

1. ALL PUBLIC LAND CORNERS AND MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE PROTECTED BY THE CONTRACTOR AS FOLLOWS: CORNERS AND MONUMENTS IN CONFLICT WITH THE WORK AND IN DANGER OF BEING DAMAGED, DESTROYED OR COVERED SHALL BE PROPERLY REFERENCED BY A REGISTERED–LAND SURVEYOR IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS OF THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PRIOR TO BEGINNING WORK AT THAT SITE. THE CONTRACTOR SHALL RETAIN THE LAND SURVEYOR TO REFERENCE, AND RESTORE UPON COMPLETION OF THE WORK, ALL SUCH CORNERS AND MONUMENTS AND SHALL FURNISH TO THE ENGINEER A SIGNED AND SEALED COPY OF THE LAND SURVEYOR'S REFERENCE DRAWING.

2. ALL NORTH AMERICAN VERTICAL DATUM (NAVD) BENCH MARK MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED AND REFERENCED BY THE CONTRACTOR IN THE SAME WAY AS PUBLIC LAND CORNERS EXCEPT THAT THE LAND SURVEYOR SHALL NOT BE REQUIRED TO RESTORE THE NGVD BENCH MARK UPON COMPLETION OF THE WORK. THE CONTRACTOR SHALL PROMPTLY TRANSMIT ALL DISPLACED OR DAMAGED NGVD DISCS TO THE SURVEYOR, WHO WILL NOTIFY THE GEODETIC INFORMATION CENTER.

3. THERE MAY BE OTHER EXISTING UTILITIES IN THE AREA WHICH ARE NOT SHOWN ON THE PLANS DUE TO FAILURE OF THESE UTILITIES TO RESPOND TO OUR REQUEST FOR INFORMATION.

4. ALL SEWER PIPE AND FITTINGS INSTALLED UNDER THIS PROJECT MUST BE CLEARLY IDENTIFIED AS A WASTEWATER FORCEMAIN AS REQUIRED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE RECOMMENDED STANDARDS FOR WASTEWATER FACILITIES 49.7. IF PAINT IS APPLIED DURING INSTALLATION OF THE PIPE, THE PAINT SHALL BE APPLIED IN A CONTINUOUS LINE THAT RUNS PARALLEL TO THE AXIS OF THE PIPE AND THAT IS LOCATED ON THE TOP OF THE PIPE. FOR PIPES WITH AN INTERNAL DIAMETER 24–INCHES OR GREATER, PAINT SHALL BE APPLIED IN CONTINUOUS LINES ALONG EACH SIDE OF THE PIPE AS WELL AS ALONG THE TOP OF THE PIPE.

5. ALL EXCESS MATERIAL AS DESIGNATED BY THE ENGINEER IS TO BE DISPOSED OF BY THE CONTRACTOR IN AREAS PROVIDED BY HIM WITHIN 72 HOURS OF BEING DEPOSITED IN THE CONSTRUCTION AREA AND AT THE CONTRACTOR'S EXPENSE.

6. THE CONTRACTOR SHALL USE A STREET SWEEPER (USING WATER) OR OTHER EQUIPMENT CAPABLE OF CONTROLLING AND REMOVING DUST. APPROVAL OF THE USE OF SUCH EQUIPMENT IS CONTINGENT UPON ITS DEMONSTRATED ABILITY TO DO THE WORK.

7. THE CONTRACTOR SHALL PAINT ALL STATIONS WITH STENCILED NUMBERS ON THE FACE OF THE CURB.
   a. FROM THE BEGINNING OF THE PROJECT WHERE THE CURB IS TO REMAIN.
   b. AT NEW CURB NOT LATER THAN 72 HOURS AFTER BEING POURED.
   c. WHERE CURB DOES NOT EXIST AND SHALL NOT BE CONSTRUCTED, THE CONTRACTOR SHALL MAINTAIN STATIONING ON SURVEYING STAKES. THE CONTRACTOR SHALL MAINTAIN AND MAKE THESE STATION MARKS VISIBLE UNTIL FINAL INSPECTION.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF STORM WATER FROM THE ROADWAY AREA WITHIN THE CONSTRUCTION ZONE.

9. THE CONTRACTOR SHALL COORDINATE WITH PROJECT ENGINEER AND THE UNITED STATES POSTAL SERVICE FOR THE RELOCATION OF ANY EXISTING UNITED STATES POSTAL MAILBOXES.

10. IF SHEETING, SHORING, OR DEWATERING, INCLUDING WELL POINTS ARE NECESSARY, THE CONTRACTOR MUST MONITOR AND CONTROL ALL WORK THAT MAY CAUSE CRACKING TO ANY ADJACENT BUILDING, STRUCTURE OR PROPERTY AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES CAUSED BY THESE OPERATIONS. COST OF SHEETING, SHORING OR DEWATERING, INCLUDING WELL POINTS, AND ALL MONITORING COST SHALL BE INCLUDED IN THE RELATED BID ITEMS FOR THE WORK BEING DONE.

11. WHERE TRENCHING MAY EXCEED 5 FEET IN DEPTH, THE EXCAVATION SHALL COMPLY WITH THE TRENCH SAFETY ACT AND THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION'S (OSHA) TRENCH EXCAVATION SAFETY STANDARDS, 29 C.F.R.S 1926.650 SUBPART P, INCLUDING ALL SUBSEQUENT REVISIONS OR UPDATES TO THESE STANDARDS AS ADOPTED BY THE DEPARTMENT OF LABOR AND EMPLOYMENT SECURITY (DLES). THE CONTRACTOR SHALL CONSIDER ALL AVAILABLE GEOTECHNICAL INFORMATION IN THIS DESIGN OF THE TRENCH EXCAVATION SAFETY SYSTEM.

12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE DEWATERING PERMIT. COST OF THE PERMIT AND DEWATERING SHALL BE INCLUDED IN THE RELATED WORK PACKAGE FOR THE WORK BEING DONE.

13. ALL ITEMS SUCH AS CONCRETE OR ASPHALT SURFACES, CURBS, LANDSCAPING, DRIVEWAYS AND SOD, WHICH ARE AFFECTED BY CONSTRUCTION OR STORAGE ACTIVITIES SHALL BE REPAIRED OR REPLACED (TO AN EQUAL OR BETTER CONDITION) BY THE CONTRACTOR, AT NO ADDITIONAL COST TO THE OWNER.

14. THE CONTRACTOR SHALL MAINTAIN ACCESS TO RESIDENCES AND BUSINESSES AT ALL TIMES.

15. THE CONTRACTOR SHALL MAINTAIN WATER, SEWER, ELECTRICAL, GAS AND COMMUNICATION SERVICES TO RESIDENCES AND BUSINESSES. ANY INTERRUPTION IN SERVICES IS TO BE RESTORED PRIOR TO THE END OF THE WORK HOURS. PRIOR NOTICE OF IMPENDING INTERRUPTIONS SHALL BE GIVEN TO THE CITY AND AFFECTED RESIDENCES.

16. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAY OR WALKWAY SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.

17. NO TRENCHES OR HOLES NEAR WALKWAYS, IN ROADWAYS OR THEIR SHOULDERS ARE TO BE LEFT OPEN DURING NIGHTTIME HOURS WITHOUT THE WRITTEN PERMISSION OF CITY OF BOYNTON BEACH (CITY) OR AGENCY HAVING JURISDICTION.

18. ALL EXISTING PAVEMENT MARKINGS SHALL BE INVENTORIED AND IF REMOVED DURING CONSTRUCTION, SHALL BE REPLACED TO CURRENT CODE BY THE CONTRACTOR.

19. THE CONTRACTOR IS REQUIRED TO MAKE PAVEMENT RESTORATION EVEN WITH ELEVATION OF BASINS, MANHOLES, AND INTERSECTING STREETS. WHEN RESTORING THE EXISTING PAVED AREAS, CONTRACTOR SHALL RESTORE TO EXISTING LINES AND GRADES.

20. CITY, COUNTY, STATE AND ENGINEERING STANDARDS FOR PRODUCTS, MATERIALS, AND WORKMANSHIP ARE HEREBY INCORPORATED INTO THIS CONTRACT. IN THE EVENT OF A CONFLICT BETWEEN STANDARDS, THE CONTRACTOR SHALL USE THE MOST SEVERE STANDARD.

21. THE CONTRACTOR SHALL UNIFORMLY GRADE SWALE AND DRIVEWAY SWALE SECTIONS (FLOWLINES) TO DRAIN TOWARDS PROPOSED OR EXISTING CATCH BASINS.

22. PAVEMENT RESTORATION WILL BE FROM EDGE OF PAVEMENT TO EDGE OF PAVEMENT. AT INTERSECTIONS, THE RESTORATION WILL EXTEND TO THE P.C. OF THE CURVE.

23. PAVEMENT RESTORATION TO BE DONE IN ACCORDANCE TO THE FLORIDA DEPARTMENT OF TRANSPORTATION REQUIREMENTS UNLESS OTHERWISE NOTED.

24. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING INLETS CLEAN OF MILLING MATERIAL, LIMEROCK, DEBRIS, ETC. DURING THE CONSTRUCTION AT NO ADDITIONAL COST.

25. THE CONTRACTOR SHALL IDENTIFY UTILITIES AND NOTIFY COMPANIES/OWNERS 48 HOURS IN ADVANCE OF EXCAVATION IN AREA.

26. LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER SITE FEATURES SHOWN ON THE DRAWINGS WERE OBTAINED FROM A SURVEY BY:

    BROWN & PHILLIPS
    1800 OLD OKEECHOBEE ROAD, SUITE 509
    WEST PALM BEACH, FLORIDA 33409

27. BEARINGS AND COORDINATES ARE RELATIVE TO THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, ADJUSTMENT OF 1990 (NAD83/1991.) ALL VERTICAL ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88). ELEVATIONS WERE PROVIDED BY BROWN & PHILLIPS, INC. AND WERE NOT FIELD VERIFIED BY THE ENGINEER.

28. FOR CONNECTIONS TO AN EXISTING PIPE, THE CONTRACTOR SHALL EXCAVATE THE CONNECTION SITE TO VERIFY THE PIPE TYPE, SIZE AND CONDITION, AND CHECK FOR OBSTRUCTIONS AND JOINT LOCATIONS.

29. THE CONTRACTOR SHALL DEVELOP A MAINTENANCE OF TRAFFIC (MOT) PLAN THAT WILL BE APPROVED BY PALM BEACH COUNTY TRAFFIC ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ADEQUATE TRAFFIC CONTROL DEVICES AND BARRIERS, FOR THE PROTECTION OF PEDESTRIANS, TRAFFIC AND THE WORKERS.

30. ALL WORK AND MATERIALS SHALL CONFORM TO CURRENT CITY STANDARDS AND SPECIFICATIONS AS WELL AS ALL LOCAL, STATE, AND NATIONAL CODES AND REGULATORY REQUIREMENTS, AS APPLICABLE.

31. CONTRACTOR SHALL COMPLY WITH ALL PERMIT REQUIREMENTS INCLUDING FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) FOR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES).

32. IF EVIDENCE OF POTENTIAL CONTAMINATION IS DETECTED DURING EXCAVATION, THE CONTRACTOR SHALL STOP EXCAVATION WORK AND NOTIFY CITY'S CONSTRUCTION REPRESENTATIVE. EVIDENCE OF POTENTIAL CONTAMINATION MAY INCLUDE ANY OF THE FOLLOWING: 1. ODOR 2. SOLID WASTE DEBRIS 3. SHEEN ON THE GROUNDWATER 4. STAINED OR SATURATED SOIL (SOIL THAT CONTAINS PRODUCT THAT DRAINS WHEN IT IS HANDLED OR CREATES STREAKS ON EXCAVATION TOOLS) OR 5. FREE–FLOATING PRODUCT ON THE GROUNDWATER (OIL, DIESEL, GASOLINE, ETC.). MATERIAL THAT HAS ODOR, IS STAINED OR IS SATURATED MUST BE SEGREGATED ON AN IMPERMEABLE SURFACE FOR APPROPRIATE FUTURE DISPOSAL.

33. THE CONTRACTOR SHALL IDENTIFY AND RELOCATE ALL UTILITIES THAT ARE IN DIRECT CONFLICT WITH THE WORK. ALL COSTS INCLUDING COORDINATION, PERMITS, AND CONSTRUCTION COST SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ANY DAMAGE TO UTILITIES, STRUCTURES AND/OR SERVICES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE IN A MANNER APPROVED BY AND COORDINATED WITH THE UTILITY OWNER.

34. NO PROMISE OF BALANCED EARTHWORK IS PROVIDED THROUGH THESE PLANS OR THE CONTRACT DOCUMENTS. THE FURNISHING OF REQUIRED SUITABLE MATERIALS OR REMOVAL OF SURPLUS SUITABLE MATERIALS ARE THE RESPONSIBILITY OF THE CONTRACTOR.

35. CONTRACTOR SHALL INSTALL AIR VALVES WHERE SHOWN ON PLANS AND AT ANY HIGH POINT REQUIRED BASED ON FIELD CONDITIONS.

36. CONTRACTOR SHALL OBTAIN TREE REMOVAL/REPLACEMENT PERMITS AS REQUIRED FOR CONSTRUCTION.

37. FOR UTILITIES WITH UNKNOWN DEPTHS, A MINIMUM COVER OF 3 FEET HAS BEEN ASSUMED.

38. CONTRACTOR MAY DEFLECT PIPE AS REQUIRED BUT SHALL NOT EXCEED 75% MANUFACTURER'S RECOMMENDED DEFLECTION.

39. ALL REDUCERS SHALL BE CONCENTRIC REDUCERS UNLESS OTHERWISE NOTED.

UTILITY NOTES

1. ALL UNDERGROUND UTILITY LOCATIONS ARE APPROXIMATE AND ARE BASED UPON CONSTRUCTION, OPERATING, OR AS–BUILT PLANS SUPPLIED BY THE VARIOUS UTILITIES AND THE SURVEYOR'S VERTICAL CONTROL DATA. THE LOCATIONS HAVE NOT BEEN VERIFIED BY THE CITY OR THE ENGINEER, AND ARE OFFERED ONLY AS EVIDENCE OF THEIR PRESENCE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY EACH LOCATION OF ALL KNOWN UTILITIES PRIOR TO THE INSTALLATION OF STRUCTURES AND/OR PIPING. ADDITIONALLY, THERE MAY BE EXISTING UTILITIES THAT ARE NOT SHOWN ON THESE DRAWINGS. THE CONTRACTOR MUST CONTACT SUNSHINE STATE ONE CALL CENTER TELEPHONE NUMBER 1(800)432–4700 OR 811 FOR FIELD LOCATION AT LEAST THREE (3) DAYS PRIOR TO COMMENCING ANY EXCAVATION, AND FOR WATER AND SEWER, CALL THE CITY. A CONTRACTOR'S REPRESENTATIVE MUST BE PRESENT WHEN UTILITY COMPANIES LOCATE THEIR FACILITIES.

2. ALL EXISTING UTILITIES ARE TO REMAIN UNLESS OTHERWISE NOTED.

3. THE CONTRACTOR IS ADVISED THAT PROPERTIES ADJACENT TO THE PROJECT HAVE ELECTRIC, TELEPHONE, GAS, WATER, AND/OR SEWER SERVICE LATERALS WHICH MAY NOT BE SHOWN IN PLANS. THE CONTRACTOR MUST REQUEST THE LOCATION OF THESE LATERAL SERVICES FROM THE UTILITY COMPANIES. THE ADDITIONAL COST OF EXCAVATING, INSTALLING, BACK FILLING AND COMPACTING AROUND THESE LATERALS SERVICING SAID PROPERTIES MUST BE INCLUDED IN THE BID RELATED ITEM FOR THE WORK BEING DONE.

4. COVER OVER WATER OR SEWER FORCE MAINS SHALL BE 3'–0" MIN., UNLESS OTHERWISE NOTED.

WATER AND SEWER NOTES

A. WATER MAIN HORIZONTAL SEPARATIONS:

1. SEPARATIONS SHALL BE MEASURED OUTSIDE EDGE TO OUTSIDE EDGE, BETWEEN WATER MAINS, STORM SEWERS, STORMWATER FORCE MAINS, OR RECLAIMED WATER LINES, SHALL BE 3 FEET MINIMUM. BETWEEN WATER MAINS AND VACUUM TYPE SEWER PREFERABLY 10 FEET AND AT LEAST 3 FEET MINIMUM.

2. GRAVITY OR PRESSURE SANITARY SEWERS, WASTEWATER FORCE MAINS OR RECLAIMED WATER PREFERABLY 10 FEET AND AT LEAST 6 FEET. GRAVITY SEWER ONLY MAY BE REDUCED TO 3 FEET WHERE BOTTOM OF WATER MAIN IS AT LEAST 6 INCHES ABOVE TOP OF GRAVITY SEWER ONLY.

3. SEPARATION SHALL BE 10 FEET TO ANY PART OF ON–SITE SEWER TREATMENT OR DISPOSAL SYSTEM.

B. WATER MAIN VERTICAL SEPARATIONS:

1. SEPARATION BETWEEN WATER MAINS AND GRAVITY SEWER, VACUUM TYPE SEWER, OR STORM SEWER, TO BE PREFERABLY 12 INCHES OR AT LEAST 6 INCHES ABOVE, OR AT LEAST 12 INCHES IF BELOW.*

2. PRESSURE SANITARY SEWER, WASTEWATER OR STORM WATER FORCE MAIN, OR RECLAIMED WATER, AT LEAST 12 INCHES ABOVE OR BELOW.*

   * CENTER 1–FULL LENGTH OF WATER MAIN PIPE AT CROSSINGS; ALTERNATIVELY ARRANGE PIPES SO JOINTS ARE AT LEAST 3 FEET FROM JOINTS IN VACUUM, STORM OR STORM FORCE MAINS AND AT LEAST 6 FEET FROM JOINTS IN GRAVITY OR PRESSURE SEWER, WASTEWATER FORCE MAINS OR RECLAIMED WATER.

   NOTE: IN ALL CASES, INCLUDING EXCEPTIONS, REFER TO F.A.C. 62–555.314

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DATE:
DORNELLE THOMAS
PE NO. 79276

REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: D. THOMAS
DRAWN BY: C. SCOTT
SHEET CHK'D BY:
CROSS CHK'D BY: C. TAPPAN
APPROVED BY: D. THOMAS
DATE: SEPTEMBER 2025

CDM Smith
621 NW 53rd Street, Suite 265
Boca Raton, FL 33487
Tel: (561) 571-3800
FL COA No. EB-0000020

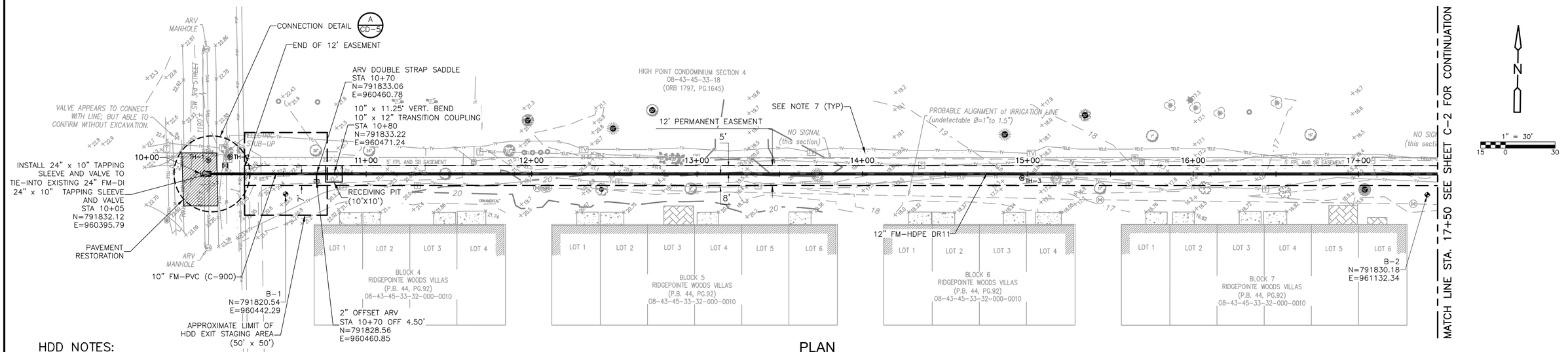
CITY OF BOYNTON BEACH
LIFT STATION NO. 410 & 414
FORCE MAIN EXTENSIONS

GENERAL NOTES

PROJECT NO. 36179–289902
FILE NAME: G003NFGN.DWG

SHEET NO.
G-3

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PLAN
1" = 30'

HDD NOTES:

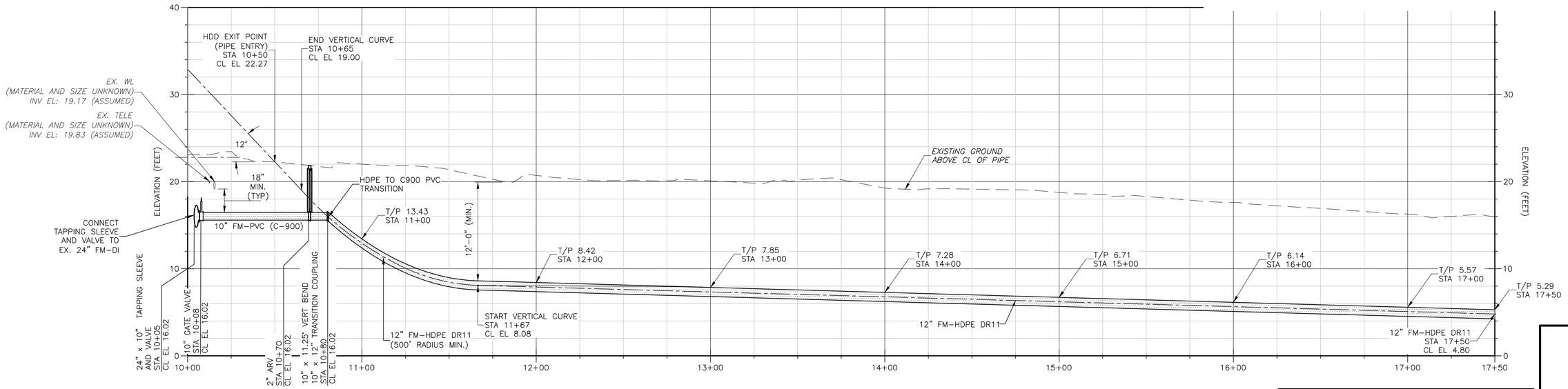
1. THE CONTRACTOR SHALL REVIEW THE GEOTECHNICAL BORING INFORMATION PRIOR TO THE SELECTION OF TOOLS/EQUIPMENT FOR DRILLING THE PILOT HOLE AND REAMING AND FOR PREPARING THE DESIGN SUBMITTAL REQUIRED, ETC.
2. SPT BOREHOLE LOCATIONS WERE LEFT UNGROUTED AND MUST BE CONSIDERED IN THE DEVELOPMENT OF THE FRAC-OUT MITIGATION PLAN.
3. THE CONTRACTOR MUST BE AWARE THAT A POTENTIAL CONDITION EXISTS FOR A FRAC-OUT IN THE VICINITY OF THE SPT BOREHOLE LOCATIONS AND HDD ENTRY AND EXIT POINTS. THE CONTRACTOR IS RESPONSIBLE FOR CHOOSING MEANS AND METHODS IN ORDER TO AVOID/MITIGATE SUCH AT/OR IN THE VICINITY OF THE HDD ENTRY AND EXIT POINTS SUCH AS USE OF CONDUCTOR CASING. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY PERMITS REQUIRED BASED UPON THEIR MEANS AND METHODS.
4. UTILITY CROSSINGS SHOWN ARE APPROXIMATE; OTHER UTILITIES MAY EXIST THAT ARE NOT SHOWN. THE CONTRACTOR MUST LOCATE, PROTECT, AND PROVIDE MONITORING OF ALL EXISTING UTILITIES, STRUCTURES, BRIDGES AND FACILITIES, AND PROVIDE PROPER CLEARANCE BETWEEN UTILITIES, STRUCTURES, AND FACILITIES AND THE PIPE.
5. HDD GEOMETRY SHOWN IS THE MINIMUM REQUIREMENT FOR BASIS OF DESIGN PURPOSES. THE CONTRACTOR MAY ADJUST THE DRILL PATH AND HDD ENTRY AND EXIT POINTS BASED UPON THEIR SPECIFIC EQUIPMENT REQUIREMENTS. SEE THE REQUIREMENTS OF SECTION 33 05 07 FOR SPECIFIED TOLERANCES AND REQUIREMENTS FOR THE HDD WORK PLAN AND CALCULATIONS FOR REVIEW.
6. THE LAYDOWN AREA FOR THE HDD ALIGNMENT EXTENDS ALONG HIGH POINT COURT BETWEEN SW 3RD STREET AND THE 90 DEGREE CURVE AT THE END OF HIGH POINT COURT. THE LENGTH OF THE LAYDOWN AREA IS NOT ENOUGH FOR ONE STRING OF THE PIPE. THE PULLBACK OPERATION SHOULD BE A CONTINUOUS OPERATION EXCEPT FOR A STOPPAGE FOR AN INTERMEDIATE FUSING OPERATION. THE CONTRACTOR MUST BE RESPONSIBLE TO OBTAIN ANY AND ALL PERMISSIONS AND/OR PERMITS FROM THE APPROPRIATE STATE AND LOCAL AUTHORITIES TO EXECUTE THE SELECTED METHOD FOR THE PIPE TO CROSS SW 3RD STREET.
7. DRILLED PATH STATIONING IS MEASURED IN FEET BY PLAN LENGTHS. THE CONTRACTOR MUST TAKE INTO ACCOUNT VERTICAL PIPE RUNS AND BENDING RADII WHEN CALCULATING PIPE QUANTITIES.

LEGEND:

MILL & OVERLAY (CITY)

GENERAL NOTES:

1. CONTRACTOR SHALL COORDINATE WITH TV UTILITY OWNER TO RELOCATE EXISTING STRUCTURE IN CONFLICT WITH 10" FM-DI (STA. 14+59±) AND REVISE TV UTILITY ALIGNMENT ACCORDINGLY.
2. ALL BURIED PIPE AND FITTINGS TO BE RESTRAINED.
3. CONTRACTOR SHALL INSTALL GRAVEL BEDDING AND SEEPAGE BARRIER AS SPECIFIED IN SECTIONS 310515 (SOILS AND AGGREGATE FOR EARTHWORK) AND 310519 FIP (GEOTEXTILES FOR EARTHWORK) WHERE THE PIPE IS ON A SLOPE.
4. CONTRACTOR SHALL COORDINATE WITH TELEPHONE UTILITY OWNER TO RELOCATE EXISTING TELEPHONE LINE IN CONFLICT WITH PROPOSED 10" GATE VALVE (STA. 10+09±) PRIOR TO THE INSTALLATION OF THE PROPOSED 10" GATE VALVE.
5. CONTRACTORS SHALL LOCATE AND EXPOSE THE EXISTING FORCE MAIN AT THE PROPOSED CONNECTION POINT AND CONFIRM DIAMETER, MATERIAL, AND JOINT TYPES PRIOR TO SUBMITTING SHOP DRAWINGS FOR THE CONNECTION.
6. CONTRACTOR SHALL CLEAR AND GRUB PROPOSED WORK AREA FOR PIPE INSTALLATION, AS NECESSARY.



PROFILE
HORIZ: 1" = 30'
VERT: 1" = 6'

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DORNELLE THOMAS
PE NO. 79276

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DESIGNED BY: D. THOMAS
DRAWN BY: C. SCOTT
SHEET CHK'D BY:
CROSS CHK'D BY: C. TAPPAN
APPROVED BY: D. THOMAS
DATE: SEPTEMBER 2025

CDM Smith
621 NW 53rd Street, Suite 265
Boca Raton, FL 33487
Tel: (561) 571-3800
FL COA No. EB-0000020

CITY OF BOYNTON BEACH
LIFT STATION NO. 410 & 414
FORCE MAIN EXTENSIONS

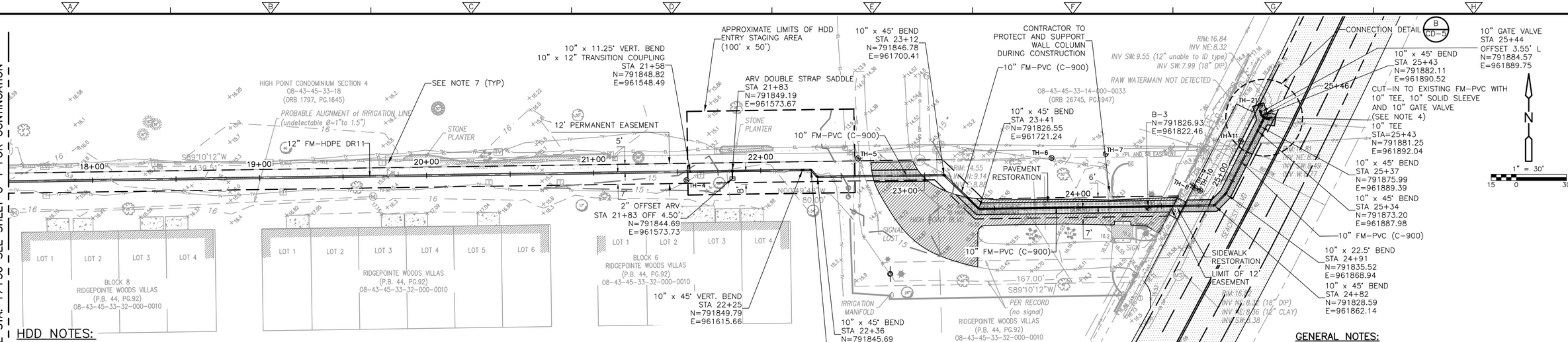
LOCATION NO. 1
LIFT STATION NO. 414
10" FORCE MAIN EXTENSION
STA. 10+00 THRU STA. 17+50

PROJECT NO. 36179-289902
FILE NAME: C001STPL.DWG
SHEET NO.
C-1

100% DESIGN - ISSUED FOR PERMIT

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MATCH LINE STA. 17+50 SEE SHEET C-1 FOR CONTINUATION



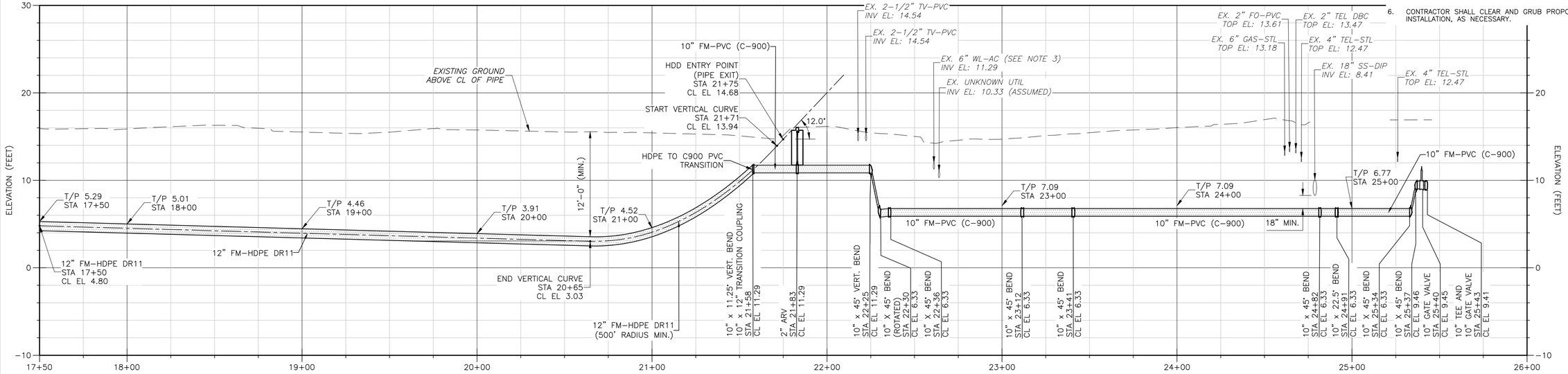
HDD NOTES:

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2. SPT BOREHOLE LOCATIONS WERE LEFT UNGROUTED AND MUST BE CONSIDERED IN THE DEVELOPMENT OF THE FRAC-OUT MITIGATION PLAN.
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PLAN
1" = 30'

GENERAL NOTES:

1. CONTRACTOR SHALL COORDINATE TO PERFORM WORK BETWEEN STA 22+82 AND 24+86 AT NIGHT TO MINIMIZE IMPACT TO COMMUNITY ACCESS.
2. ALL BURIED PIPE AND FITTINGS TO BE RESTRAINED.
3. THE PROPOSED WORK WILL BE INSTALLED IN PROXIMITY TO AN EXISTING 6-INCH DIAMETER ASBESTOS CEMENT WATER MAIN THAT IS OPERATIONAL AND IN SERVICE. THE CONTRACTOR SHALL EXERCISE CARE AND PROTECT THIS STRUCTURE, WHEN WORKING IN CLOSE PROXIMITY SO AS NOT TO DISTURB THE STRUCTURE.
4. CONTRACTOR SHALL RESTRAIN EXISTING 10-INCH DIAMETER FORCE MAIN (IF UNRESTRAINED) USING THRUST COLLAR OR THRUST BLOCK. SEE SHEETS CD-1 AND CD-4 FOR DETAILS.
5. CONTRACTOR SHALL LOCATE AND EXPOSE EXISTING PIPING TO CONFIRM DIAMETER, MATERIAL AND JOINT TYPES PRIOR TO SUBMITTING SHOP DRAWINGS FOR THE CONNECTION(S).
6. CONTRACTOR SHALL CLEAR AND GRUB PROPOSED WORK AREA FOR PIPE INSTALLATION, AS NECESSARY.



PROFILE
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LEGEND:

- MILL & OVERLAY (PBC)
- PAVEMENT RESTORATION (PBC)
- MILL & OVERLAY (CITY)
- PAVEMENT RESTORATION (CITY)

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FL COA No. EB-0000020

CITY OF BOYNTON BEACH
LIFT STATION NO. 410 & 414
FORCE MAIN EXTENSIONS

LOCATION NO. 1
LIFT STATION NO. 414
10" FORCE MAIN EXTENSION
STA. 17+50 THRU STA. 25+48

PROJECT NO. 36179-289902
FILE NAME: C002STPL.DWG
SHEET NO.
C-2

XREFs: [CDMS_2234, CEP002SS, CWP000SP] Images: []
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City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/18/2025

Proposed Resolution No. R25-295- Approve Amendment #2 for Landscape Maintenance Memorandum of Agreement ("MMOA") with Florida Department of Transportation ("FDOT"), for the additional landscape improvements on Boynton Beach Boulevard between US-1/N Federal Highway and East of I-95.

Requested Action:

Staff recommends approval of Proposed Resolution No. R25-295.

Explanation of Request:

In November 2005, The City signed the District Four (4) Maintenance Memorandum of Agreement with the Florida Department of Transportation (FDOT). This agreement designated responsibilities for each party. Simply stated, the FDOT constructed and installed the infrastructure and the City maintains the landscaping and pavers in the Boynton Beach Boulevard right-of-way (Resolution R05-165).

In June 2023, the City approved the first amendment to the MMOA with FDOT for the additional improvements to Boynton Beach Boulevard, including the colored/decorative sidewalks and tree grates (Resolution R23-073). The FDOT project on Boynton Beach Boulevard was split into two different portions: the streetscape portion, and the Landscape Project. Amendment 1 to the MMOA covered the improvements from the Streetscape portion, and Amendment 2 to the MMOA will cover the improvements from the Landscape portion of the project, which will include the installation of the trees into the tree grates, and irrigation improvements.

In June 2025, the City Manager signed a letter of intent, stating that the City will make the second amendment to the District 4 Landscape Maintenance Memorandum of Agreement prior to the bid phase of the Landscape project.

How will this affect city programs or services?

The City will be responsible for the maintenance and upkeep of the new landscape/trees located in the tree grates.

Account Line Item and Description: N/A

Fiscal Impact: N/A

Attachments:
R25-295 Agenda_Item_3952-2025_Resolution_for_Amd__2_for_Landscape_Maintenance_MMOA_with_FDOT_for_add_l_l
Exhibit A to Resolution - SR804_447573-1_Amend2_For Exec-R_ 08.26.25.pdf
R05-165 MMOA BBB.pdf
R23-073 Amendment 1 MMOA BBB.pdf
Letter of Intent to Enter into Landscape Maint. agmt - signed.pdf

RESOLUTION NO. R25-295

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AMENDMENT NO. 2 FOR THE LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE ADDITIONAL LANDSCAPE IMPROVEMENTS ON BOYNTON BEACH BOULEVARD BETWEEN US-1/N. FEDERAL HIGHWAY AND EAST OF I-95; AND FOR ALL OTHER PURPOSES.

WHEREAS, in November 2005, the City of Boynton Beach ("City") signed the District Four (4) Maintenance Memorandum of Agreement with the State of Florida Department of Transportation ("FDOT") which designated responsibilities for each party as the FDOT constructed and installed the infrastructure and the City maintains the landscaping and pavers in the Boynton Beach Boulevard right-of-way, approved by Resolution No. R05-165 on October 5, 2005; and

WHEREAS, in 2018, the Boynton Beach Community Redevelopment Agency ("CRA") was awarded a Federal Highway Administration Federal Lands Access Program ("FLAP") Grant to redevelop Boynton Beach Boulevard (between NW 4th Street and US-1/N. Federal Highway) into a Complete Street; and

WHEREAS, in June 2019, the City Commission approved Resolution R19-064, which authorized the FDOT to proceed with the design, construction, and administration of the Boynton Beach Boulevard Complete Streets Project; and

WHEREAS, in June 2023, the City approved the first amendment to the MMOA with FDOT for additional improvements to Boynton Beach Boulevard, including the colored/decorative sidewalks and tree grates, under Resolution R23-073; and

WHEREAS, the FDOT project on Boynton Beach Boulevard was split into two different portions, the first being the Streetscape portion and the second being the Landscape Project; and

WHEREAS, Amendment No. 1 to the MMOA covered the improvements to the Streetscape portion, and proposed Amendment No. 2 to the MMOA is to cover the improvements from the Landscape portion of the project, which includes the installation of trees into the tree grates, as well as irrigation improvements; and

WHEREAS, in June 2025, the City Manager signed a letter of intent, stating that the City will make Amendment No. 2 to the District Four (4) Landscape MMOA prior to the biddability

phase of the Landscape Project; and

WHEREAS, the City Commission has determined that it is in the best interests of the residents of the City to approve Amendment No. 2 to the Boynton Beach Boulevard's Landscape MMOA with FDOT.

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 Amendment No. 2 to the Boynton Beach Boulevard's Landscape MMOA with FDOT, 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 Amendment No. 2. The Mayor is further authorized to execute any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. The Mayor-executed Amendment shall be forwarded to Moisey Abdurakhmanov to obtain execution of Amendment No. 2 by FDOT. Moisey Abdurakhmanov shall ensure that one fully executed Amendment No. 2 is returned to the City, which will be provided to the Office of the City Attorney for forwarding to the City Clerk for retention as a public record.

SECTION 5. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-295

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

SECTION: 93200000
FM NO: 447573-1-52-01
COUNTY: Palm Beach
STATE RD: 804

AMENDMENT NUMBER TWO (2)
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT 4
LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AMENDMENT Number Two (2) to the Agreement dated November 23, 2005, made and entered into this ____ day of _____ 2025 by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT and the **CITY OF BOYNTON BEACH**, a municipal corporation of the State of Florida, hereinafter called the **AGENCY**.

W I T N E S S E T H

WHEREAS, the parties entered into a Landscape Maintenance Memorandum of Agreement dated November 23, 2005, for the purpose of maintaining the landscape improvements by the **AGENCY** on State Road 804; and,

WHEREAS, the **DEPARTMENT** and the **AGENCY** have agreed to add additional landscape to be installed within the City of Boynton Beach on SR804 / East Boynton Beach Boulevard in accordance with the above referenced Original Agreement; and,

WHEREAS, the **AGENCY**, by Resolution No. _____ dated _____, 2025, attached hereto as **Exhibit "F"**, desires to enter into this agreement and authorizes its officers to do so;

NOW THEREFORE, for and in consideration of mutual benefits that flow each to the other, the parties covenant and agree as follows:

1. The **DEPARTMENT** has decided to construct and agrees to install or cause to be installed additional landscape improvements or to modify an improvement located as indicated in **Exhibit "A"**, on **SR-804/Boynton Beach Blvd. from East of SR-9/I-95 (M.P. 8.416) to SR-5/US-1 (MP. 9.125)**, City of Boynton Beach, in accordance with the plans attached as **Exhibit "B"**. The Landscape Improvements include plants and irrigation within tree grates and medians**.**

2. The **AGENCY** shall agree to maintain the additional landscape improvements in the Agreement described above according to **Exhibit "C"** Maintenance Plan.

3. The **DEPARTMENT** agrees to enter into a contract to have installed said landscape improvements for the amount as outlined in **Exhibit "E"**.

4. Except as modified by this Amendment, all terms and conditions of the original Agreement and all Amendments thereto shall remain in full force and effect.

LIST OF EXHIBITS

Exhibit A – Project Location and Landscape Maintenance Boundaries
Exhibit B - Landscape Improvement Plans
Exhibit C - Maintenance Plan for Landscape Improvements
Exhibit D – Letter of Intent from City of Boynton Beach
Exhibit E - Approximate Cost for Landscape Improvements
Exhibit F - Resolution

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

CITY OF BOYNTON BEACH

By: _____ Date: _____
Chairperson/Mayor/Manager

Attest: _____ (SEAL)
Clerk

Legal Review

_____ Date: _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
John P. Krane, P.E. (or designee)
Director of Transportation Development

Attest: _____ (SEAL)
Alia Chanel, (or designee)
Executive Secretary

Legal Review

_____
Pamela G. Eidelberg (or designee)
Office of the General Counsel, District 4

SECTION: 93200000
FM NO: 447573-1-52-01
COUNTY: Palm Beach
STATE RD: 804

EXHIBIT A

MAINTENANCE LIMITS

I. INCLUSIVE LANDSCAPE MAINTENANCE AGREEMENT LIMITS FOR STATE ROAD 804:

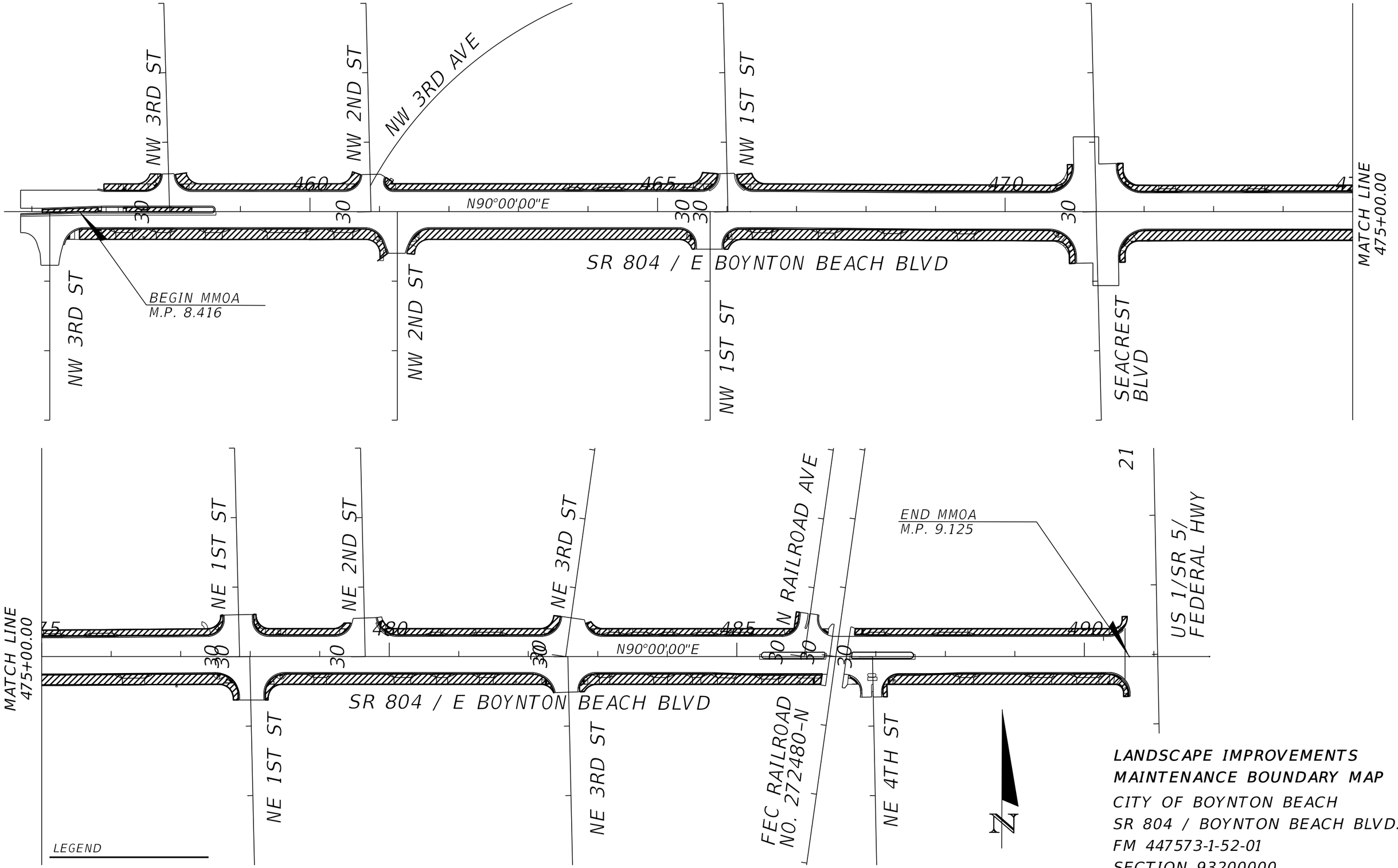
State Road 804/Boynton Beach Blvd. Original limits of 2005 MMOA remain in effect from Old Boynton Road/ NW 8th Street (MP. 7.786) to SR 5/ US-1 (MP. 9.115)

II. MAINTENANCE LIMITS FOR AMENDMENT #2:

SR-804/Boynton Beach Blvd. from East of SR-9/I-95 (M.P. 8.416) to SR-5/US-1 (MP. 9.125)

III. LANDSCAPE IMPROVEMENTS MAINTENANCE RESPONSIBILITIES MAP:

See Attached



LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARY MAP

CITY OF BOYNTON BEACH
SR 804 / BOYNTON BEACH BLVD.
FM 447573-1-52-01
SECTION 93200000
JULY 2025

SECTION: 93200000
FM NO: 447573-1-52-01
COUNTY: Palm Beach
STATE RD: 804

EXHIBIT B

LANDSCAPE IMPROVEMENT PLANS

The DEPARTMENT agrees to install the landscape improvements in accordance with the plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by: Miller Legg and Associates, Inc.
Brian R. Shore, RLA
Sheets LD-1 to LD-33
Dated: August 2025

CONTRACT PLANS COMPONENTS

LANDSCAPE PLANS

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

LANDSCAPE PLANS

FINANCIAL PROJECT ID 447573-1-52-01

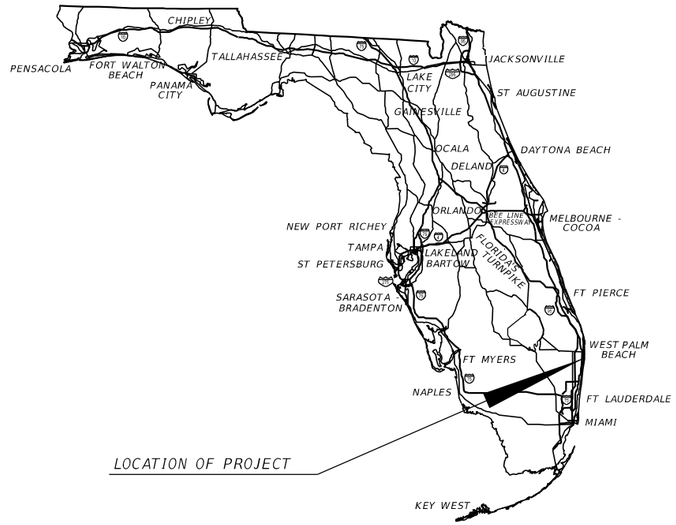
(FEDERAL FUNDS)

PALM BEACH COUNTY (93200)

STATE ROAD NO. SR 804

PROJECT DESCRIPTION

SR-804/BOYNTON BEACH BLVD FROM EAST OF SR-9/I-95 TO SR-5/US-1



INDEX OF LANDSCAPE PLANS

SHEET NO.	SHEET DESCRIPTION
LD-1	KEY SHEET
LD-2	SIGNATURE SHEET
LD-3	PROJECT LAYOUT
LD-4 - 5	PROJECT CONTROL
LD-6 - 7	TYPICAL SECTIONS
LD-8	GENERAL NOTES
LD-9 - 15	LANDSCAPE PLAN
LD-16	LANDSCAPE SCHEDULE
LD-17 - 18	LANDSCAPE DETAIL
LD-19 - 25	IRRIGATION PLAN
LD-25 - 29	IRRIGATION DETAILS
LD-30	TEMPORARY TRAFFIC CONTROL GENERAL NOTES
LD-31	TEMPORARY TRAFFIC CONTROL TYPICAL SECTIONS
LD-32	TEMPORARY TRAFFIC CONTROL WORK ZONE LAYOUT PLAN
LD-33	TEMPORARY TRAFFIC CONTROL DETAILS
~~A-1*~~	~~FM 444079-1-52-01 UTILITY ADJUSTMENTS~~
~~A-2*~~	~~FM 444477-1-52-01 SUMMARY OF VERIFIED UTILITIES~~

* These sheets are included in the Index of Roadway Plans only to indicate that they are part of the Roadway Plans. These sheets are contained in a separate digitally signed and sealed document.

PROJECT LOCATION URL:	https://goo.gl/maps/7tvdiA8JFhM9vEKF8
PROJECT LIMITS:	BEGIN MP 8.416- END MP 9.125
EXCEPTIONS:	NONE
BRIDGE LIMITS:	NONE
RAILROAD CROSSING:	MP 9.056

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY 2026-27 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: http://www.fdot.gov/design/standardplans

Standard Plans for Bridge Construction are included in the Structures Plans Component

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, July 2026 Standard Specifications for Road and Bridge Construction at the following website: http://www.fdot.gov/programmanagement/Implemented/SpecBooks

LANDSCAPE PLANS PROFESSIONAL OF RECORD:

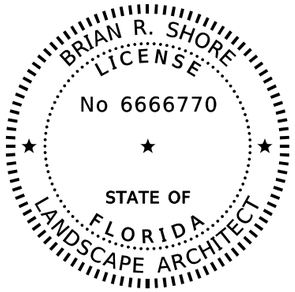
BRIAN R. SHORE, RLA
R.L.A NO.: LA-6666770
MILLER LEGG AND ASSOCIATES, INC.
13680 NW 5th Street, Suite 200
Sunrise, Florida 33325
(954) 436-7000
CONTRACT NO.: CAO65
VENDOR NO.: F650563467

FDOT PROJECT MANAGER:

LESLIE WETHERELL, P.E.

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
E4Y24	27	LD-1

8/25/2025 5:24:37 PM nperez
V:\Projects\FDOT\447573152O1\Landscape\KEYSLD01.dgn



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY BRIAN R. SHORE ON THE DATE ADJACENT TO THE SEAL:

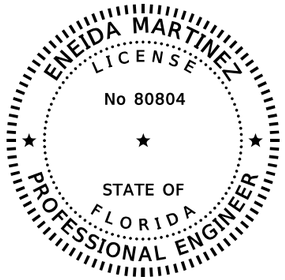
SIGNATURE MUST BE VERIFIED ON ANY ELECTONIC COPIES.

MILLER, LEGG & ASSOCIATES, INC.
13680 NW 5 ST SUITE 200
SUNRISE, FL 33325
BRIAN R. SHORE, L.A. NO. 6666770

THE ABOVE NAMED LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G10-11.011, F.A.C.

LANDSCAPE PLANS

SHEET NO	SHEET DESCRIPTION
LD-1	KEY SHEET
LD-2	SIGNATURE SHEET
LD-3	PROJECT LAYOUT
LD-4 - 5	PROJECT CONTROL
LD-6 - 7	TYPICAL SECTIONS
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LD-9 - 15	LANDSCAPE PLAN
LD-16	LANDSCAPE SCHEDULE
LD-17 - 18	LANDSCAPE DETAIL
LD-19 - 25	IRRIGATION PLAN
LD-26 - 29	IRRIGATION DETAILS



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ENEIDA MARTINEZ ON THE DATE ADJACENT TO THE SEAL:

SIGNATURE MUST BE VERIFIED ON ANY ELECTONIC COPIES.

PARSONS TRANSPORTATION GROUP, INC.
500 WEST CYPRESS ROAD, SUITE 200
FT. LAUDERDALE, FL 33309
ENEIDA MARTINEZ, P.E. NO. 80804

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

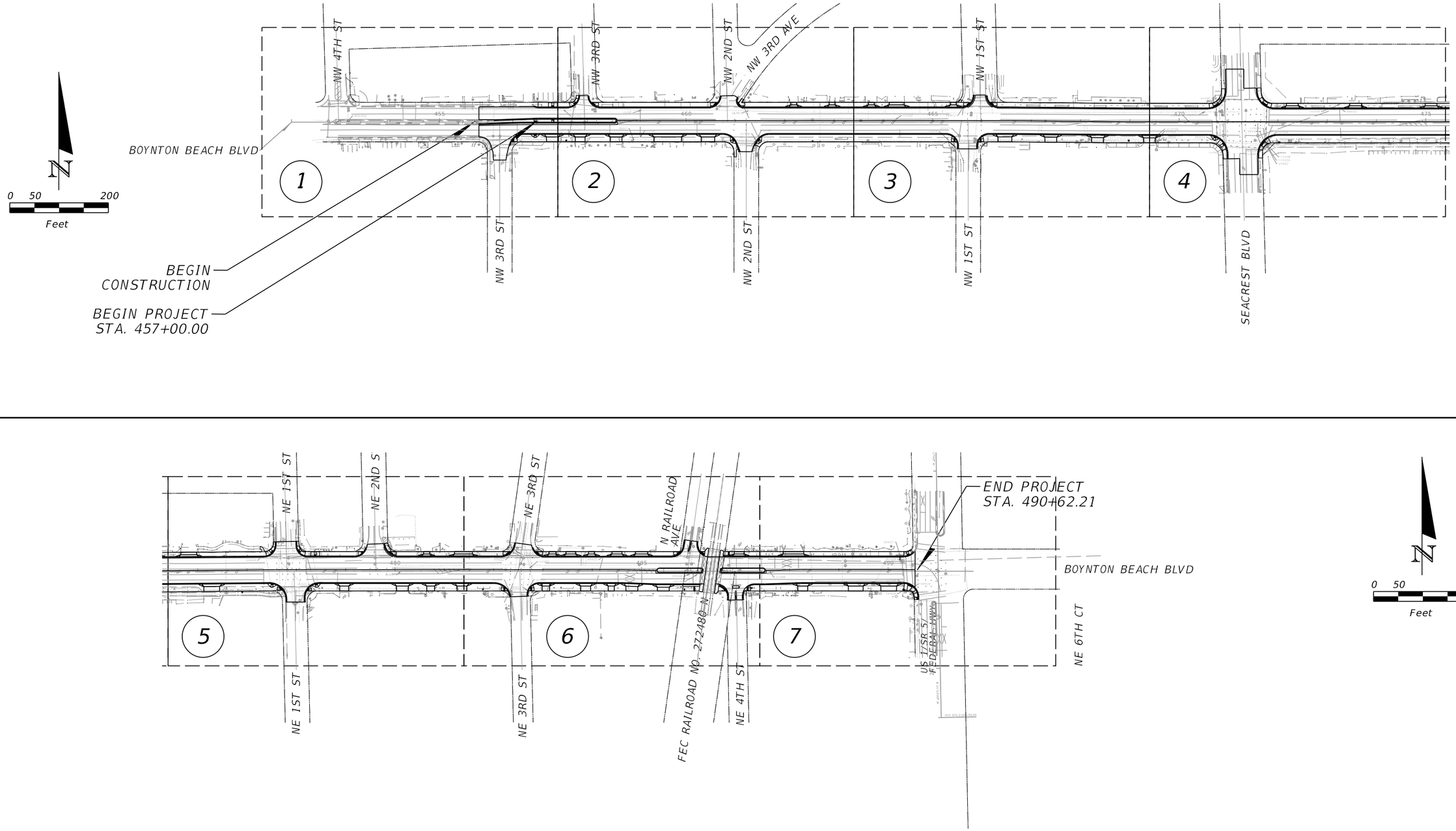
ROADWAY PLANS

SHEET NO	SHEET DESCRIPTION
LD-2	SIGNATURE SHEET
LD-30	TEMPORARY TRAFFIC CONTROL GENERAL NOTES
LD-31	TEMPORARY TRAFFIC CONTROL TYPICAL SECTIONS
LD-32	TEMPORARY TRAFFIC CONTROL WORK ZONE LAYOUT PLAN
LD-33	TEMPORARY TRAFFIC CONTROL DETAILS

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G10-11.011, F.A.C.

REVISIONS				LANDSCAPE ARCHITECT	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION				SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	BRIAN R SHORE, R.L.A. LICENSE NUMBER: LA-6666770 MILLER, LEGG & ASSOCIATES, INC. 13680 NW 5TH STREET, SUITE 200 SUNRISE, FL 33325	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	SIGNATURE SHEET	LD-2
					SR 804	PALM BEACH	447573-1-52-01		

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REVISIONS				LANDSCAPE ARCHITECT	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			PROJECT LAYOUT	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	BRIAN R SHORE, R.L.A. LICENSE NUMBER: LA-6666770 MILLER, LEGG & ASSOCIATES, INC. 13680 NW 5TH STREET, SUITE 200 SUNRISE, FL 33325	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LD-3
					SR 804	PALM BEACH	447573-1-52-01		

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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G10-11.011, F.A.C.

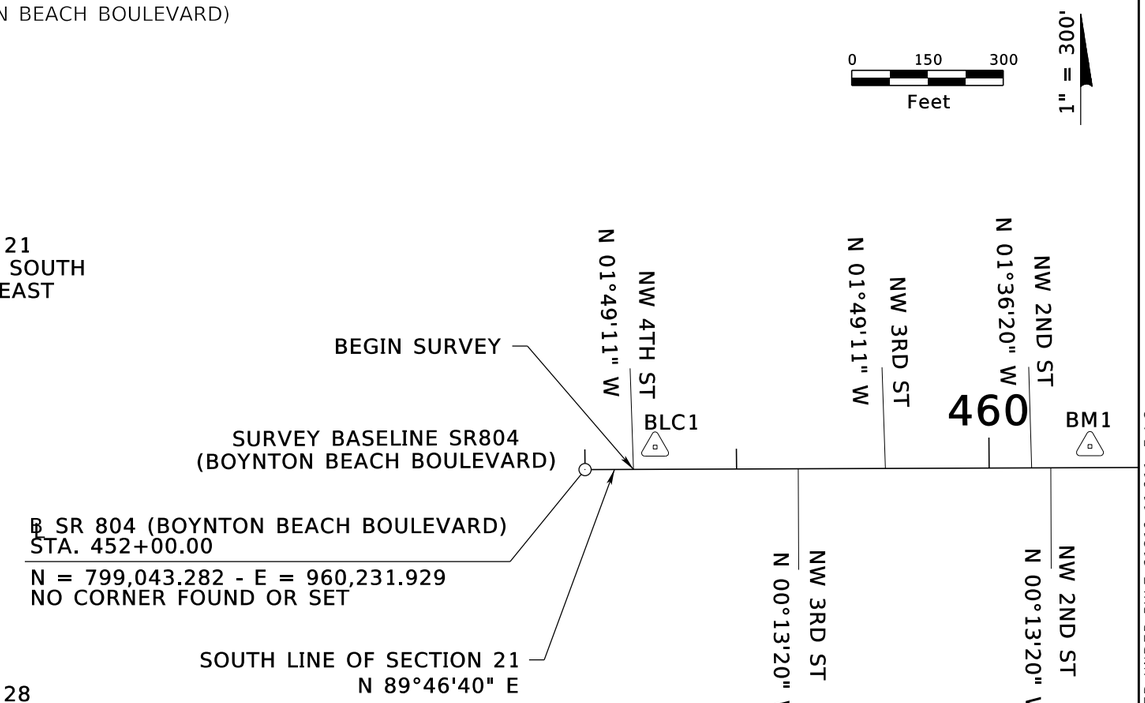
PROJECT CONTROL

NAVD 1988

℄ SURVEY SR 804 (BOYNTON BEACH BOULEVARD)

LEGEND

℄	BASELINE
CMON	CONCRETE MONUMENT
FPID	FINANCIAL PROJECT IDENTIFICATION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
ID	IDENTIFICATION
LT	LEFT
LB	LICENSE BUSINESS
NO.	NUMBER
PI	POINT OF INTERSECTION
P.O.T.	POINT ON TANGENT
PSM	PROFESSIONAL SURVEYOR AND MAPPER
RT.	RIGHT
SR	STATE ROAD
STA.	STATION
△	SET FDOT BRASS DISK IN CONCRETE



PROJECT CONTROL NOTES:

1. BEARINGS AND COORDINATES ARE RELATIVE TO THE STATE PLANE COORDINATES, FLORIDA EAST ZONE, NORTH AMERICAN DATUM (NAD) OF 1983 (ADJUSTMENT OF 1990), A BEARING OF N89°44'57"E HAS BEEN ESTABLISHED BETWEEN FDOT BRASS DISK IN CONCRETE MONUMENTS: BLC1, STAMPED "804 93 21 C01" AND BLC3, STAMPED "804 93 21 C03". COORDINATES WERE DERIVED FROM GLOBAL POSITION SYSTEM (GPS) MEASUREMENTS FDOT COR STATION POINTS: BOCA, GLAD, PBCH AND FLHO.
2. VERTICAL DATA IS BASED ON A CLOSED LEVEL LOOP BASED UPON PNC CONTROL BLC03 AS SHOWN ON FPID 435804-1-22-01 PROJECT NETWORK CONTROL SHEET NO. CTL-1 AND NATIONAL GEODETIC SURVEY MONUMENT AD8038 (G402) AND IS RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
3. THE BASELINE OF SURVEY FOR STATE ROAD 804 (BOYNTON BEACH BOULEVARD) WAS BASED ON FDOT R/W MAP SECTION NO. 93220-2550 AND NO. 93640-2601 FOR STATE ROAD 804.
4. PER THE PROJECT CONTRACT, THE BASELINE OF SURVEY FOR STATE ROAD 804 (BOYNTON BEACH BOULEVARD) WAS NOT FIELD STAKED.
5. PROJECT UNITS: U.S. SURVEY FEET
6. FIELD BOOK REFERENCE: 4320286
7. ELECTRONIC DATABASE: job804.gpk

SURVEYOR'S CERTIFICATION FOR STATE ROAD 804 FROM NW 4TH STREET TO US HIGHWAY 1

I HEREBY CERTIFY THIS PROJECT CONTROL MAP WAS MADE FOR THE SPECIFIC PURPOSE OF SURVEYING, REFERENCING, DESCRIBING AND MAPPING THE PROJECT CONTROL POINTS OR BASELINE FOR THE TRANSPORTATION FACILITY DEPICTED HEREON MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.051 AND .052, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 FLORIDA STATUTES. THIS MAP CONSISTING OF SHEET CTL-1 IS A TRUE, ACCURATE AND COMPLETE DEPICTION OF THE RESULT OF A FIELD SURVEY PERFORMED UNDER MY DIRECTION AND COMPLETED ON MAY 4, 2021.

ACCURACY:

THE EXPECTED USE OF THE LAND AS CLASSIFIED IN THE STANDARDS OF PRACTICE 5J-17.051 IS "COMMERCIAL/HIGH RISK". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SPECIFIC PURPOSE SURVEY IS 1 FOOT IN 10,000 FEET. THE VERTICAL ACCURACY REQUIREMENT OF THE STANDARDS OF PRACTICE, STATES THAT THE CLOSURE IN FEET MUST BE ACCURATE TO A STANDARD OF PLUS OR MINUS 0.05 FEET TIMES THE SQUARE ROOT OF THE DISTANCE IN MILES. THE ACCURACY OBTAINED BY READINGS TAKEN WITH A DIGITAL LEVEL IN A CLOSED LEVEL LOOP WAS FOUND TO MEET THIS REQUIREMENT.

PRIOR SURVEY PRODUCED FOR PRIOR FM 444079-1-52-01 ALL SURVEY INFORMATION WAS OBTAINED FROM A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AND UTILIZED AS SUPPORTING DATA IN THE PRODUCTION OF DESIGN PLANS AND FOR CONSTRUCTION ON SUBJECT PROJECT. THE PROFESSIONAL SURVEYOR AND MAPPER OF RECORD IS:

DENNIS RITZEL, P.S.M.
P.S.M. No: 6953
RITZEL-MASON, INC.
5119 BEECHWOOD ROAD
DELRAY BEACH, FL 33484
CERTIFICATE OF AUTHORIZATION: 8265

HORIZONTAL AND VERTICAL CONTROL

	(Y) NORTHING	(X) EASTING	SCALE FACTOR	CONVERGENCE	LATITUDE	LONGITUDE	℄ SURVEY STATION	OFFSET	(Z) ELEVATION	DESCRIPTION
BLC1	799087.8576	960370.7634	1.00004727	00°24'56.2"	26°31'44.58864"	80°04'10.69531"	453+38.90	43.99' LT.	18.463	SET FDOT ALUMINUM DISK IN CONCRETE STAMPED "804 93 21 C01"
BM1	799089	961232	N/A	N/A	26°31'44.5367"	80°04'01.2171"	462+00.0	41.7' LT.	23.171	SET FDOT ALUMINUM DISK IN CONCRETE STAMPED "804 93 21 BM01"

REVISIONS				LANDSCAPE ARCHITECT	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION				SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	BRIAN R SHORE, R.L.A. LICENSE NUMBER: LA-6666770 MILLER, LEGG & ASSOCIATES, INC. 13680 NW 5TH STREET, SUITE 200 SUNRISE, FL 33325	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	PROJECT CONTROL	LD-4
					SR 804	PALM BEACH	447573-1-52-01		

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G10-11.011, F.A.C.

PROJECT CONTROL

NAVD 1988

℄ SURVEY SR 804 (BOYNTON BEACH BOULEVARD)

0 150 300
Feet

1" = 300'

SURVEY BASELINE SR804
(BOYNTON BEACH BOULEVARD)

SECTION 21
TOWNSHIP 45 SOUTH
RANGE 43 EAST

POT STA.32+00.00
N = 799250.679 - E = 962153.911
NO CORNER FOUND OR SET

℄ SURVEY SR 804
(BOYNTON BEACH BLVD)
PI STA. 471+27.29 =
℄ SURVEY N SEACREST BLVD
PI STA. 30+00.00
N = 799050.756 - E = 962159.209
NO CORNER FOUND OR SET

SOUTH LINE OF
SECTION 21
N 89°46'40" E

SECTION 21 N FEDERAL HWY N 01°17'48" W SECTION 22

POT STA. 2115+00.00
N = 799361.634 - E = 964126.645
NO CORNER FOUND OR SET

END SURVEY ℄ SR 804 (BOYNTON BEACH BOULEVARD)
STA. 491+01.61 =
℄ SURVEY US1 (NORTH FEDERAL HIGHWAY)
STA. 2111+96.70
SE CORNER SECTION 21
N = 799,058.412 - E = 964,133.509
NO CORNER FOUND OR SET

℄ SURVEY SR 804
(BOYNTON BEACH BOULEVARD)
STA. 491+76.35
N = 799,058.702 - E = 964,208.251
NO CORNER FOUND OR SET

N 01°23'00" W

POT STA. 2109+00.00
N = 798,761.798 - E = 964,140.672
NO CORNER FOUND OR SET

N 01°36'20" W — 470 — N 89°46'40" E — BLC2 — N 01°39'52" W

N 01°36'20" W NW 1ST ST

N 00°13'20" W NW 1ST ST

POT STA.28+00.00
N = 798850.840 - E = 962165.018
NO CORNER FOUND OR SET

N 01°36'20" W NE 1ST ST

N 01°31'12" W NE 1ST ST

N 01°29'50" W NE 2ND ST — 480 — N 07°46'40" E NE 3RD ST — BM2

N 01°31'12" W NE 3RD ST

℄ SURVEY SR 804
STA. 486+38.72 =
℄ SURVEY RAILROAD
STA. 30+00.00
N = 799056.617 - E = 963670.623
NO CORNER FOUND OR SET

N 07°46'40" E N RAILROAD AVE

N 07°46'40" E FEC RAILROAD

N 01°23'00" W NE 4TH ST

N 07°49'40" E

490 — BLC3 — 2110

SECTION 28 SECTION 27

SECTION 28
TOWNSHIP 45 SOUTH
RANGE 43 EAST

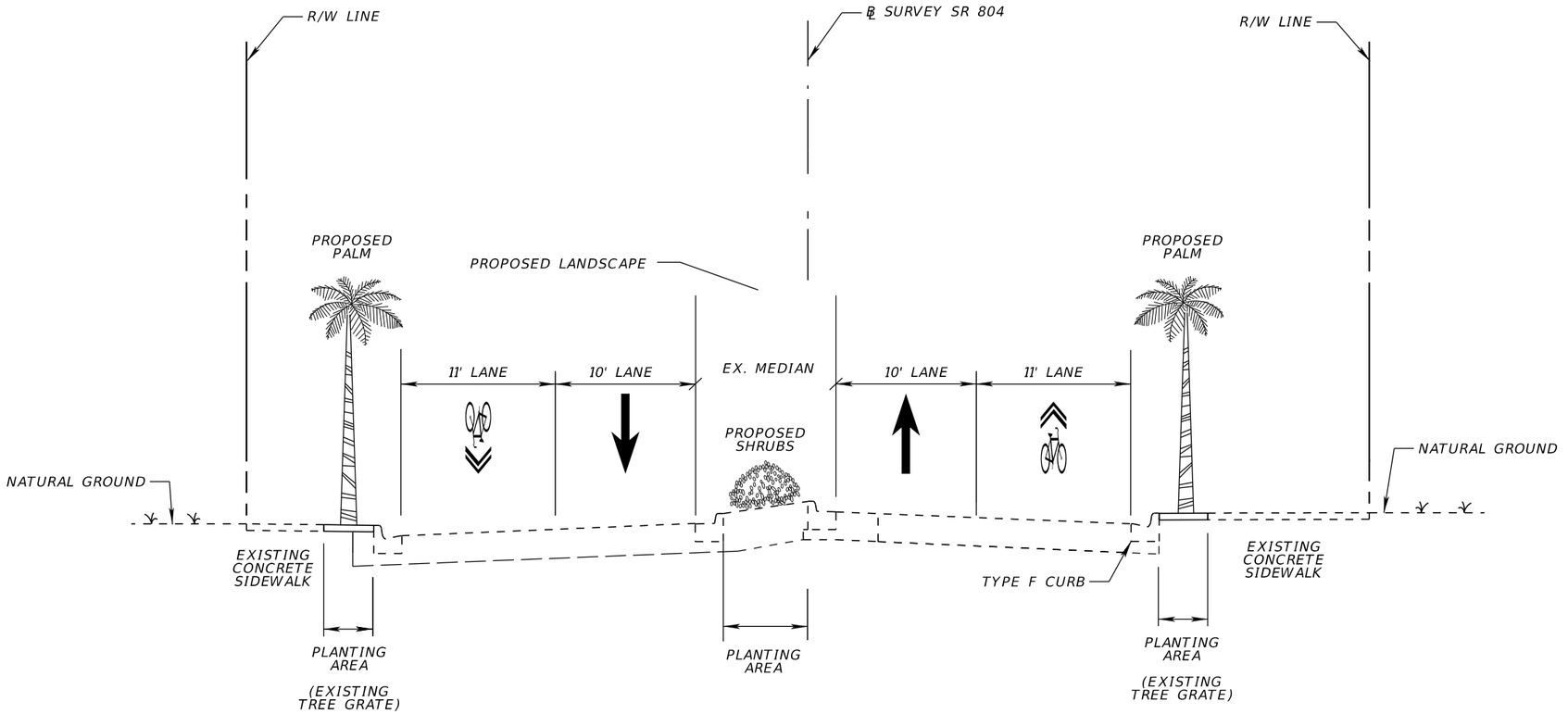
HORIZONTAL AND VERTICAL CONTROL

	(Y) NORTHING	(X) EASTING	SCALE FACTOR	CONVERGENCE	LATITUDE	LONGITUDE	℄ SURVEY STATION	OFFSET	(Z) ELEVATION	DESCRIPTION
BLC2	798992.1264	962224.8409	1.00004857	00°25'05.3"	26°31'43.50705"	80°03'50.29168"	471+92.59	58.93' RT.	15.835	SET FDOT ALUMINUM DISK IN CONCRETE STAMPED "804 93 21 C02"
BLC3	799103.9237	964041.8107	1.00004985	00°25'14.3"	26°31'44.48247"	80°03'30.27992"	490+09.98	45.82' LT.	8.494	SET FDOT ALUMINUM DISK IN CONCRETE STAMPED "804 93 21 C03"
BM2	799014	963225	N/A	N/A	26°31'43.6505"	80°03'39.2776	481+93.1	41' RT.	12.610	SET FDOT ALUMINUM DISK IN CONCRETE STAMPED "804 93 21 BM02"

REVISIONS				LANDSCAPE ARCHITECT	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION				SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	BRIAN R SHORE, R.L.A. LICENSE NUMBER: LA-6666770 MILLER, LEGG & ASSOCIATES, INC. 13680 NW 5TH STREET, SUITE 200 SUNRISE, FL 33325	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	PROJECT CONTROL	LD-5
					SR 804	PALM BEACH	447573-1-52-01		

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TYPICAL SECTION 1
SR 804 / BOYNTON BEACH BLVD
STA 457+00.00 TO STA 458+55.21
M.P. 8.500 TO M.P. 8.529

DATA FROM 06/13/2023

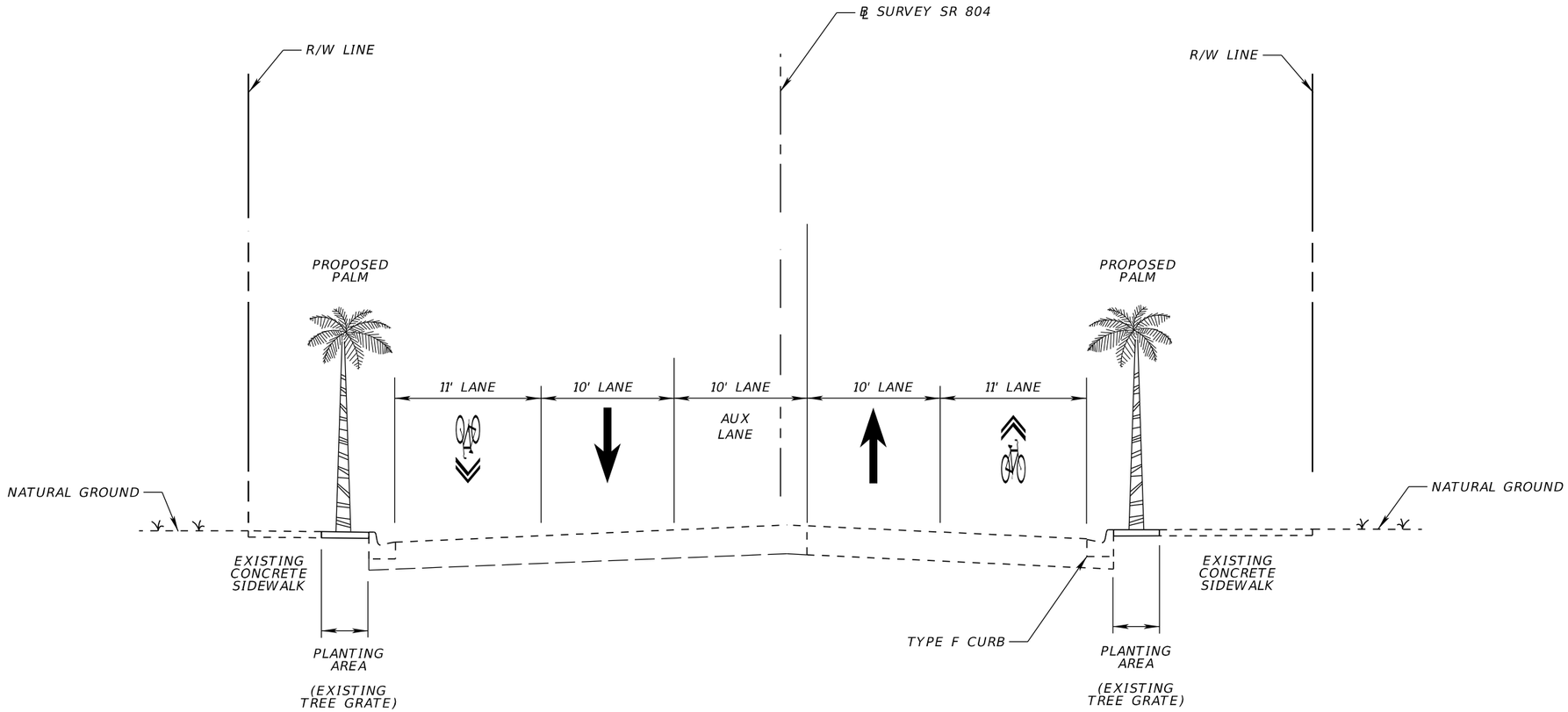
TRAFFIC DATA

CURRENT YEAR = 2021 AADT = 32500
ESTIMATED OPENING YEAR = 2026 AADT = 35000
ESTIMATED DESIGN YEAR = 2046 AADT = 44000
K = 9% D = 59.8% T = 4.4% (24 HOUR)
DESIGN HOUR T = 2.2%
DESIGN SPEED = 35 MPH
POSTED SPEED = 35 MPH
TARGET SPEED = 35 MPH

REVISIONS				LANDSCAPE ARCHITECT	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TYPICAL SECTIONS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	BRIAN R SHORE, R.L.A. LICENSE NUMBER: LA-6666770 MILLER, LEGG & ASSOCIATES, INC. 13680 NW 5TH STREET, SUITE 200 SUNRISE, FL 33325	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LD-6
					SR 804	PALM BEACH	447573-1-52-01		

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DATA FROM 06/13/2023

TRAFFIC DATA

NW 3RD ST TO SEACREST BLVD (STA 458+55.21 TO 471+27.29)
CURRENT YEAR = 2021 AADT = 32500
ESTIMATED OPENING YEAR = 2026 AADT = 35000
ESTIMATED DESIGN YEAR = 2046 AADT = 44000
K = 9% D = 59.8% T = 4.4% (24 HOUR)
DESIGN HOUR T = 2.2%
DESIGN SPEED = 35 MPH
POSTED SPEED = 35 MPH
TARGET SPEED = 35 MPH

SEACREST BLVD TO US 1 (STA 471+27.29 TO STA 490+61.05)
CURRENT YEAR = 2021 AADT = 21300
ESTIMATED OPENING YEAR = 2026 AADT = 23000
ESTIMATED DESIGN YEAR = 2046 AADT = 29000
K = 9% D = 59.8% T = 4.4% (24 HOUR)
DESIGN HOUR T = 2.2%
DESIGN SPEED = 35 MPH
POSTED SPEED = 35 MPH
TARGET SPEED = 35 MPH

TYPICAL SECTION 2
SR 804 / BOYNTON BEACH BLVD
STA. 458+55.21 TO STA. 490+54.73
M.P. 8.529 TO M.P. 9.136

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

LANDSCAPE ARCHITECT
BRIAN R SHORE, R.L.A.
LICENSE NUMBER: LA-666670
MILLER, LEGG & ASSOCIATES, INC.
13680 NW 5TH STREET, SUITE 200
SUNRISE, FL 33325

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 804	PALM BEACH	447573-1-52-01

TYPICAL SECTIONS

SHEET NO. LD-7

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GENERAL NOTES

1. ALL SURVEY INFORMATION WAS OBTAINED FROM A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AND UTILIZED AS SUPPORTING DATA IN THE PRODUCTION OF DESIGN PLANS AND FOR CONSTRUCTION ON SUBJECT PROJECT. THE PROFESSIONAL SURVEYOR AND MAPPER OF RECORD IS:
   DENNIS RITZEL, P.S.M.
   P.S.M. No: 6953
   RITZEL-MASON, INC.
   5119 BEECHWOOD ROAD
   DELRAY BEACH, FL 33484
   CERTIFICATE OF AUTHORIZATION: 8265

2. PALM BEACH COUNTY FIBER OPTIC CABLE FACILITIES ARE PRESENT UNDER THE EXISTING SIDEWALK ON THE SOUTH SIDE OF THE ROAD. IF SUCH FACILITIES ARE DAMAGED, THE FIBER OPTIC CABLE MAY BE TEMPORARILY FUSION-SPLICED AND ENCLOSED IN A PULL BOX WITHIN 48 HOURS TO RESTORE THE COMMUNICATIONS. PERMANENT REPAIRS SHALL BE AS PER STANDARD SPECIFICATIONS ARCTICLE 7-11.

3. THIS ROADWAY IS MAINTAINED FOR THE DEPARTMENT BY AN ASSET MAINTENANCE (AM) CONTRACTOR. COORDINATE ALL WORK OPERATIONS WITHIN AND IN THE VICINITY OF THE PROJECT LIMITS WITH THE DEPARTMENT'S ASSET MAINTENANCE (AM) CONTRACTOR, INFRASTRUCTURE ASSET MAINTENANCE SERVICE (IAMS) AT LEAST TWO WEEKS PRIOR TO BEGINNING CONSTRUCTION IN ORDER TO DOCUMENT THE EXISTING CONDITIONS AND TO COORDINATE ACCESS INTO THE PROJECT LIMITS (IF NEEDED) BY THE ASSET MAINTENANCE (AM) CONTRACTOR DURING CONSTRUCTION. CONTACT NICHOLAS MOFFO AT 561-370-1175 OR ANTHONY HEARD AT 786-459-2408

4. COORDINATE CONSTRUCTION ACTIVITIES WITH FIRST BAPTIST CHURCH OF BOYNTON BEACH AT SERVICE TIMES (SUNDAYS FROM 9:00 AM TO 11:30 AM AND WEDNESDAYS FROM 6:00 PM TO 8:00 PM).

5. COORDINATE WITH GALAXY ELEMENTARY SCHOOL (ADMINISTRATION, PHONE: 561-739-5600) AND THE PALM BEACH COUNTY SCHOOL DISTRICT TRANSPORTATION DEPARTMENT (PHONE 561-434-8000) PRIOR TO ANY CLOSURE THAT MAY AFFECT SCHOOL BUS ROUTES. THE SCHOOL HOURS ARE 7:30 AM TO 3:00 PM.

8. THERE IS IDENTIFIED SOIL CONTAMINATION WITHIN THE FDOT ROW. IF SUBSURFACE ACTIVITIES ARE CONDUCTED, CONTAMINATION IMPACTS MAY OCCUR AT APPROXIMATELY STA: 482+00 LT TO 482+60 LT AND STA 490+00 RT TO STA 490+54 RT.

9. THERE IS POTENTIAL GROUNDWATER CONTAMINATION ADJACENT TO THE PROJECT CORRIDOR. POTENTIALLY CONTAMINATED AREAS SHALL BE TREATED AS IDENTIFIED AREAS OF CONTAMINATION. IF DEWATERING METHODS ARE EMPLOYED, CONTAMINATION IMPACTS MAY OCCUR.

10. DO NOT USE ANY VIBRATORY EQUIPMENT WITHIN 1000 FEET OF GALAXY ELEMENTARY SCHOOL, DOCTOR'S OFFICE AROUND STATION 479+00 (LT), AND BIRTHLINE/ LIFELINE MEDICAL CENTER AROUND STATION 480+00 (RT) DURING BUSINESS HOURS UNLESS THE CONTRACTOR PERFORMS THE USE OF VIBRATORY EQUIPMENT OUTSIDE THEIR BUISNESS HOURS.

11. CITY OF BOYNTON BEACH CONTACTS:

    CITY OF BOYNTON BEACH CONTACT INFORMATION:
    MOISEY ABDURAKHMANOV E.I.
    561-742-6266
    ABDURAKHMANOVM@BBFL.US

    CITY OF BOYNTON BEACH PUBLIC WORKS / UTILITIES CONTACT INFORMATION:
    BRANDON ECKENWILER
    561-742-6408
    ECKENWILERB@BBFL.US

    CITY OF BOYNTON BEACH PARKS SUPERVISOR CONTACT INFORMATION:
    EUSEBIO ARENCIBIA
    561-742-6204
    ARENCIBIAE@BBFL.US

    CITY OF BOYNTON BEACH CRA CONTACT INFORMATION:
    TIMOTHY TACK - (CRA) COMMUNITY REDEVELOPMENT AGENCY
    561-600-9091
    TACKT@BBFL.US

FEC

1. FEC RAILRWAY CONTACT INFORMATION:
   JOHN BLAINE -PUBLIC PROJECTS ENGINEER
   FLORIDA EAST COAST RAILWAY
   7150 PHILIPS HIGHWAY
   JACKSONVILLE, FLORIDA 32256
   OFFICE: 904-279-3196
   E-MAIL: JOHN.BLAINE@FECRWY.COM

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING FLORIDA EAST COAST RAILWAY (FEC) TO SCHEDULE RAILROAD WATCHMAN / FLAGGING SERVICES. THE CONTRACTOR SHALL NOT ENTER FLORIDA EAST COAST RAILWAY RIGHT-OF-WAY WITHOUT FIRST OBTAINING THE REQUIRED RAILROAD WATCHMAN / FLAGGING SERVICES.

3. THE CONTRACTOR SHALL CONTACT FLORIDA EAST COAST RAILWAY AT 1-800-342-1131 (SELECT OPTION 1) TO REQUEST SIGNAL LOCATES AND RAILROAD WATCHMAN / FLAGGING SERVICES, PRIOR TO ENTERING INTO, OR WORKING WITHIN, ABOVE, BELOW, ADJACENT TO, OR WITHIN REACH OR POTENTIAL TO FOUL (EQUIPMENT WITH EXTENDABLE, OR FIXED BOOM LENGTHS THAT BY DISTANCE FROM THE ROW COULD ENTER INTO) THE RAILWAY'S RIGHT-OF-WAY.

4. ALL MOVEMENTS OF EQUIPMENT WITHIN RAILWAY PROPERTY MUST BE COORDINATED WITH THE RAILWAY WATCHMAN.

5. DURING TRAIN MOVEMENTS THROUGH THE PROJECT LOCATION, VEHICLES, EQUIPMENT, AND PERSONNEL WILL NOT BE ALLOWED TO OPERATE.

6. ANY DAMAGE CAUSED BY THE ROADWAY WORK TO THE TRACK OR RAILWAY PROPERTY WILL REQUIRE REPAIR IMMEDIATELY UPON NOTIFICATION FROM THE RAILWAY OR THEIR DESIGNATED PERSONNEL OR CONTRACTOR. IF THE DAMAGE AFFECTS THE TRACK, TRACK STRUCTURE, RAILWAY FACILITIES, OR TRAIN OPERATIONS AS DETERMINED BY THE RAILWAY, THE REPAIRS WILL BE PERFORMED BY THE RAILWAY AT THE ROADWAY AUTHORITIES EXPENSE INCLUDING ALL ASSOCIATED COSTS OF DELAYS OF THE RAILWAY.

7. THE CONTRACTOR SHALL CONTACT THE FLORIDA EAST COAST RAILWAY SIGNAL OFFICE PRIOR TO PERFORMING TEMPORARY LANE CLOSURES OR DETOUR ROUTES WITHIN THE RAILWAY RIGHT-OF-WAY.

   VICTOR GRANADILLO - RAIL SIGNALS SUPERVISOR SOUTH END
   FLORIDA EAST COAST RAILWAY
   7300 NW 69TH AVE
   MIAMI, FL 33166
   MOBILE: 786-290-6672
   E-MAIL: VICTOR.GRANADILLO@FECRWY.COM

8. THE RAILWAY RESERVES THE RIGHT TO COMMENT /APPROVE THE FDOT CONSTRUCTION PLANS AFFECTING THE RAILWAY PROPERTY OR FACILITIES ANY TIME PRIOR TO THE START OF CONSTRUCTION REGARDLESS IF PREVIOUS CONSTRUCTION PLAN APPROVAL HAS BEEN GRANTED. THIS RESERVATION WILL BE INVOKED ONLY IF THE RAILWAY HAS EITHER BY INTERNAL POLICY OR MANDATE OF LAW REVISED ITS STANDARDS AS APPLICABLE TO THIS PROJECT. THE RAILWAY SHALL NOTIFY THE FDOT OF CHANGES AS FAR AS POSSIBLE IN ADVANCE OF CONSTRUCTION.

9. FDOT CONTRACTOR SHALL, PRIOR TO THE START OF CONSTRUCTION, VERIFY WITH THE RAILWAY IF ANY REVISIONS TO STANDARDS ARE APPLICABLE TO THIS PROJECT.

IRRIGATION

1. PROVIDE TEN (10) BUSINESS DAY NOTICE TO CITY OF BOYNTON BEACH UTILITIES FOR SETTING OF WATER METERS.

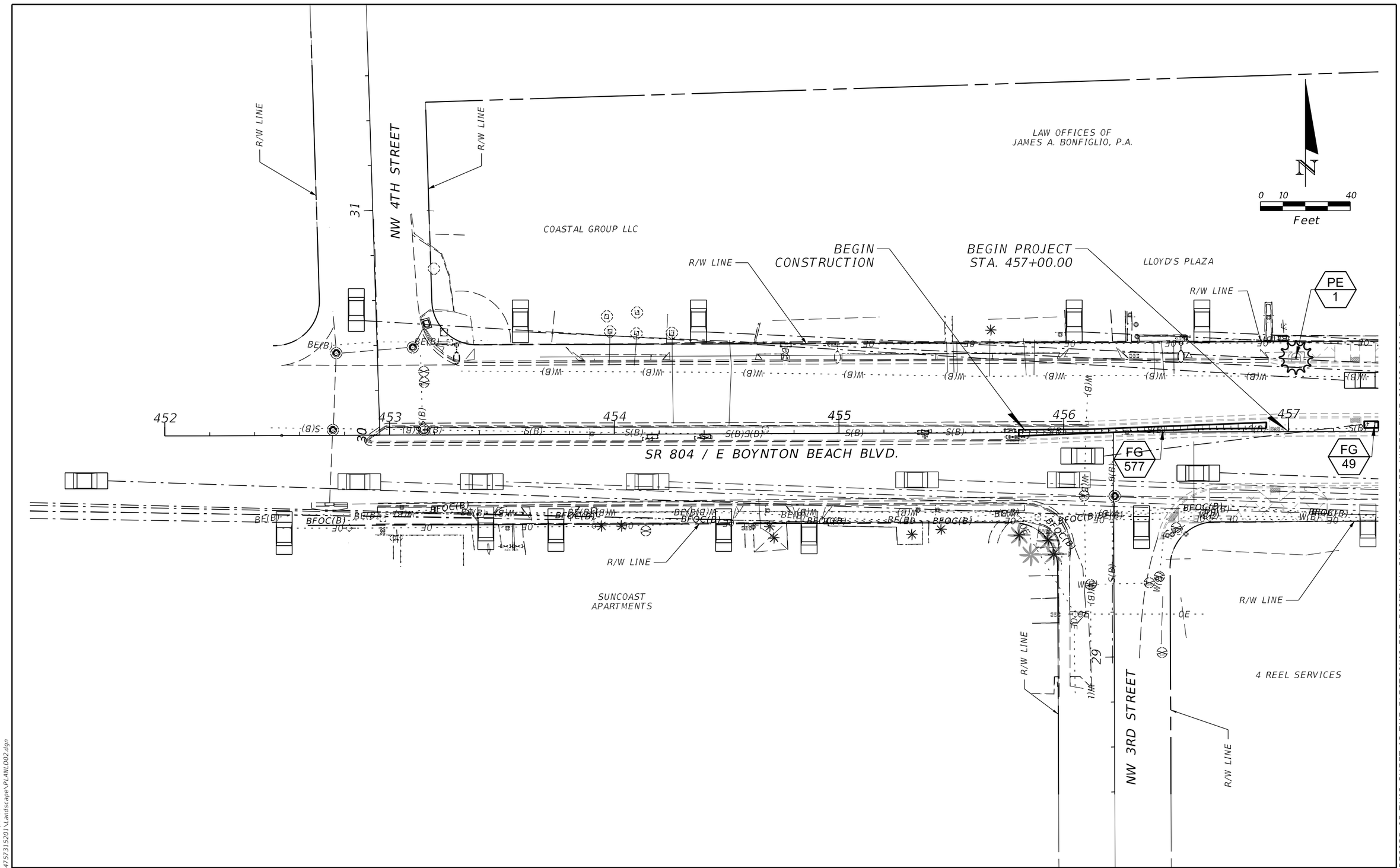
2. PROVIDE 10 BUSINESS DAY NOTICE TO CITY OF BOYNTON BEACH PARKS FOR CONNECTION TO VALVE AT SOURCE 6.

TEMPORARY TRAFFIC CONTROL

1. COORDINATE TEMPOARARY TRAFFIC CONTROL PLANS WITH ADJACENT PROJECT FPID 435804-1-52-01 / CONTRACT T4691
   PROJECT ENGINEER: CAESAR CHUNG (CREATIVE ENGINEERING) 954-789-5385 / CCHUNG@CEGROUPFL.COM

REVISIONS				LANDSCAPE ARCHITECT	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			GENERAL NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	BRIAN R SHORE, R.L.A. LICENSE NUMBER: LA-6666770 MILLER, LEGG & ASSOCIATES, INC. 13680 NW 5TH STREET, SUITE 200 SUNRISE, FL 33325	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LD-8
					SR 804	PALM BEACH	447573-1-52-01		

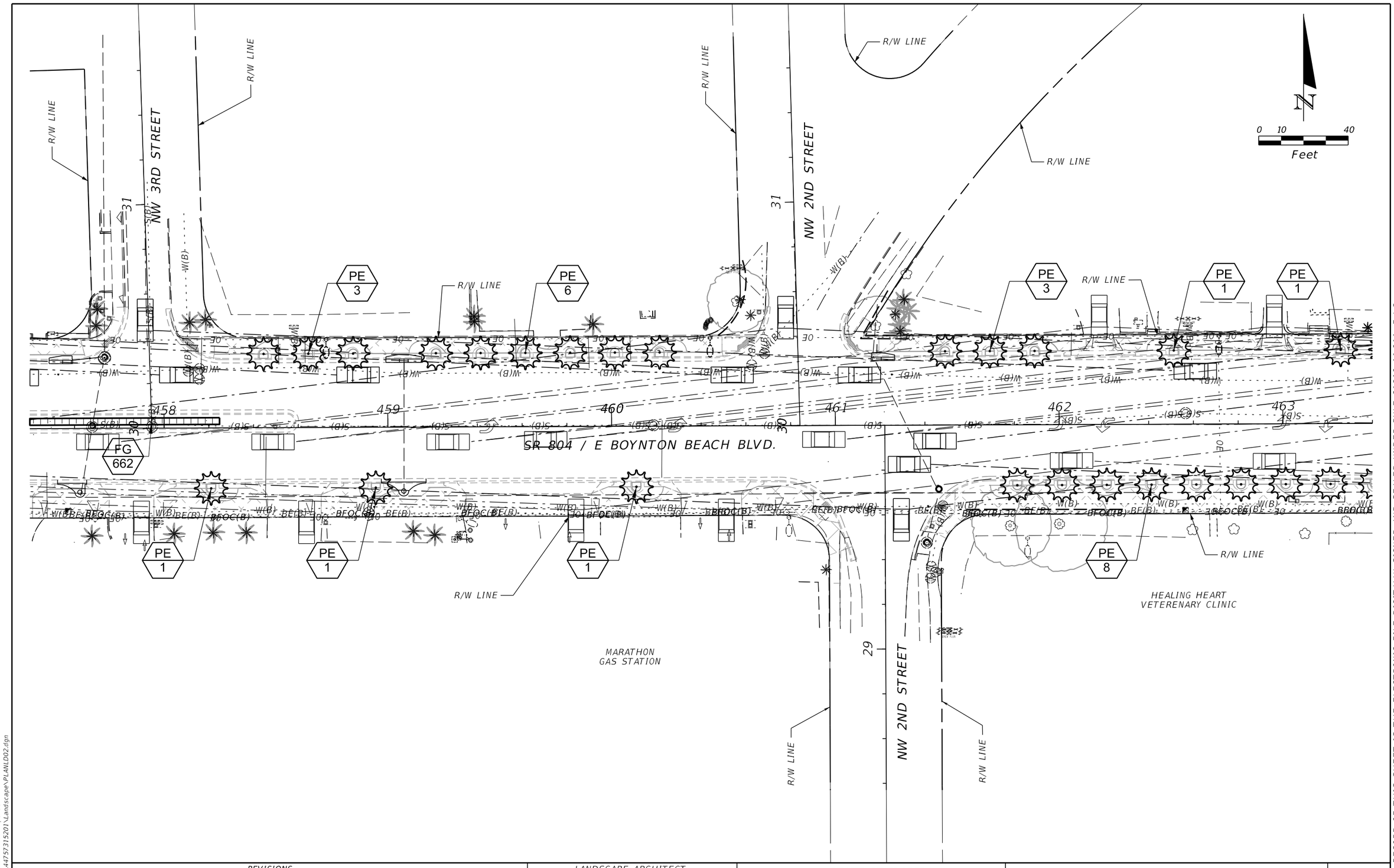
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REVISIONS				LANDSCAPE ARCHITECT	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LANDSCAPE PLAN (1)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	BRIAN R SHORE, R.L.A. LICENSE NUMBER: LA-6666770 MILLER, LEGG & ASSOCIATES, INC. 13680 NW 5TH STREET, SUITE 200 SUNRISE, FL 33325	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LD-9
					SR 804	PALM BEACH	447573-1-52-01		

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REVISIONS				LANDSCAPE ARCHITECT	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION				SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	BRIAN R SHORE, R.L.A. LICENSE NUMBER: LA-6666770 MILLER, LEGG & ASSOCIATES, INC. 13680 NW 5TH STREET, SUITE 200 SUNRISE, FL 33325	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	LANDSCAPE PLAN (2)	LD-10
					SR 804	PALM BEACH	447573-1-52-01		

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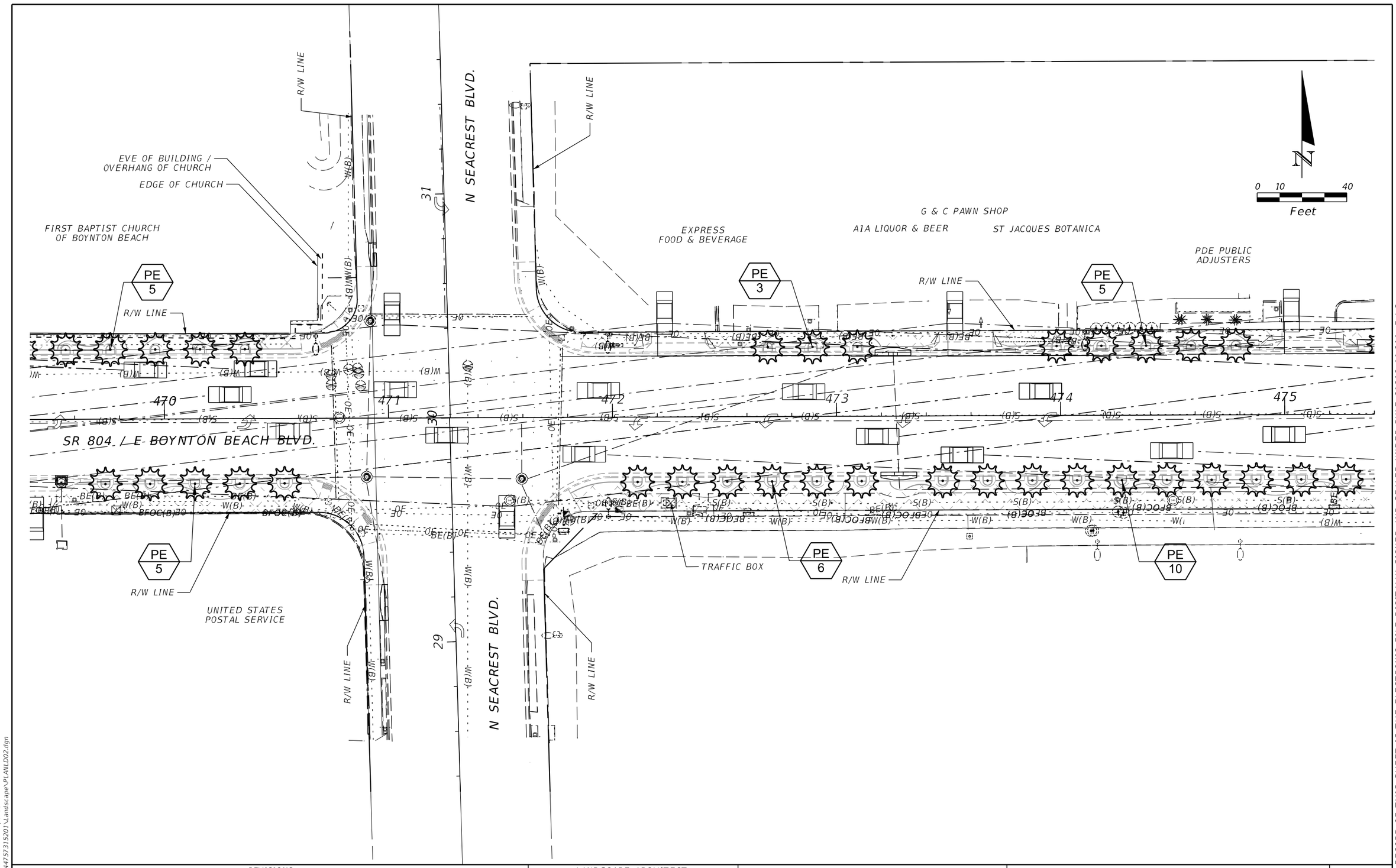
0 10 40
Feet

R/W LINE
R/W LINE
NW 1ST STREET
31
SUPERB SIGNS
MY FUTURE INC.
EVE OF BUILDING / OVERHANG OF CHURCH
EDGE OF CHURCH
FIRST BAPTIST CHURCH OF BOYNTON BEACH
R/W LINE
R/W LINE
PE 1
PE 2
PE 3
PE 9
PE 1
464
465
466
467
468
469
SR 804 / E BOYNTON BEACH BLVD.
30
PE 9
R/W LINE
PE 2
R/W LINE
PE 2
PE 3
LIGHTHOUSE ACADEMY AND CHILD DEVELOPMENT CENTER
29
NW 1ST STREET
CHECK CASHING USA WESTERN UNION
UNITED STATES POSTAL SERVICE
R/W LINE
R/W LINE

REVISIONS				LANDSCAPE ARCHITECT	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LANDSCAPE PLAN (3)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	BRIAN R SHORE, R.L.A. LICENSE NUMBER: LA-6666770 MILLER, LEGG & ASSOCIATES, INC. 13680 NW 5TH STREET, SUITE 200 SUNRISE, FL 33325	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LD-11
					SR 804	PALM BEACH	447573-1-52-01		

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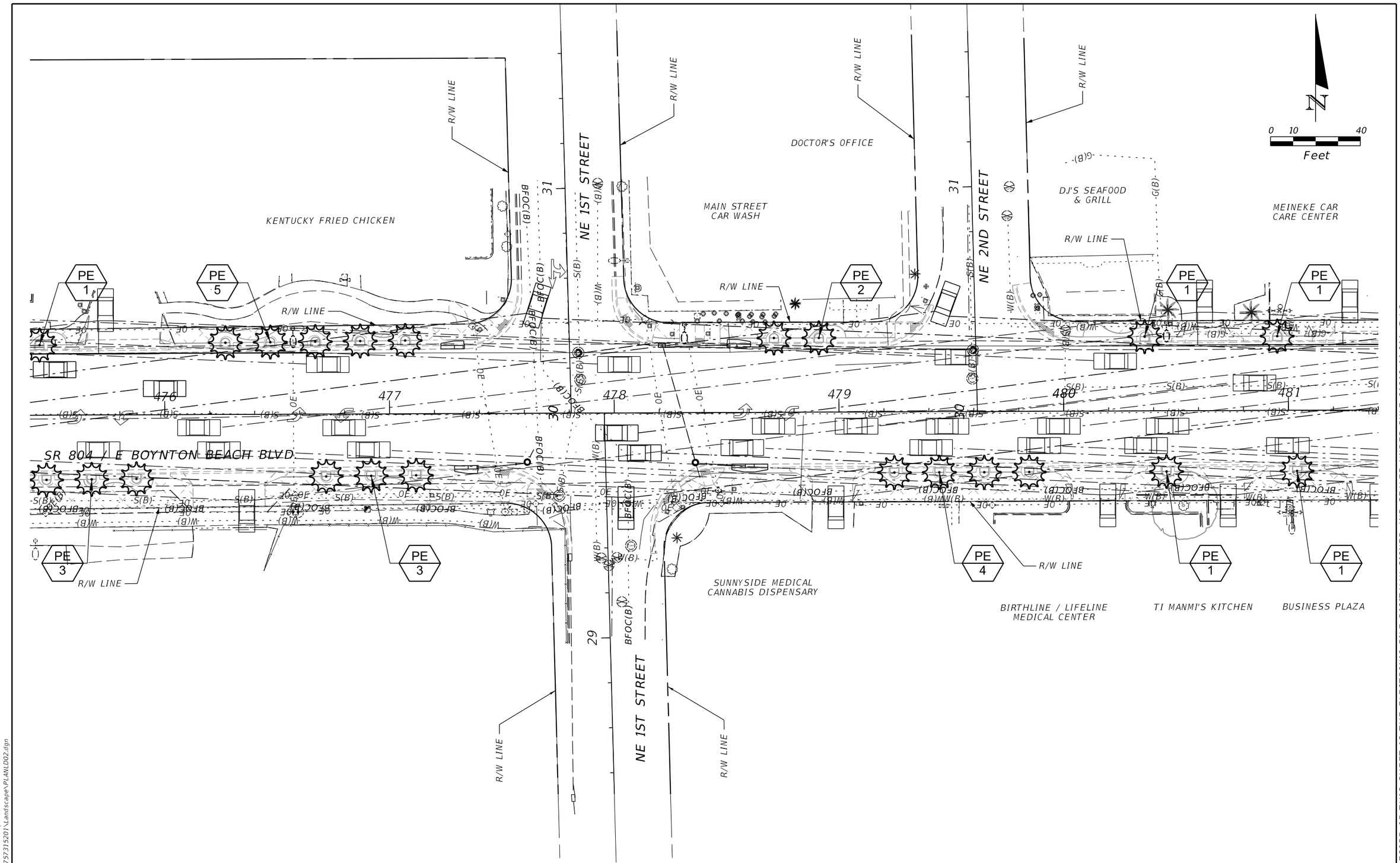
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REVISIONS				LANDSCAPE ARCHITECT	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LANDSCAPE PLAN (4)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	BRIAN R SHORE, R.L.A. LICENSE NUMBER: LA-6666770 MILLER, LEGG & ASSOCIATES, INC. 13680 NW 5TH STREET, SUITE 200 SUNRISE, FL 33325	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LD-12
					SR 804	PALM BEACH	447573-1-52-01		

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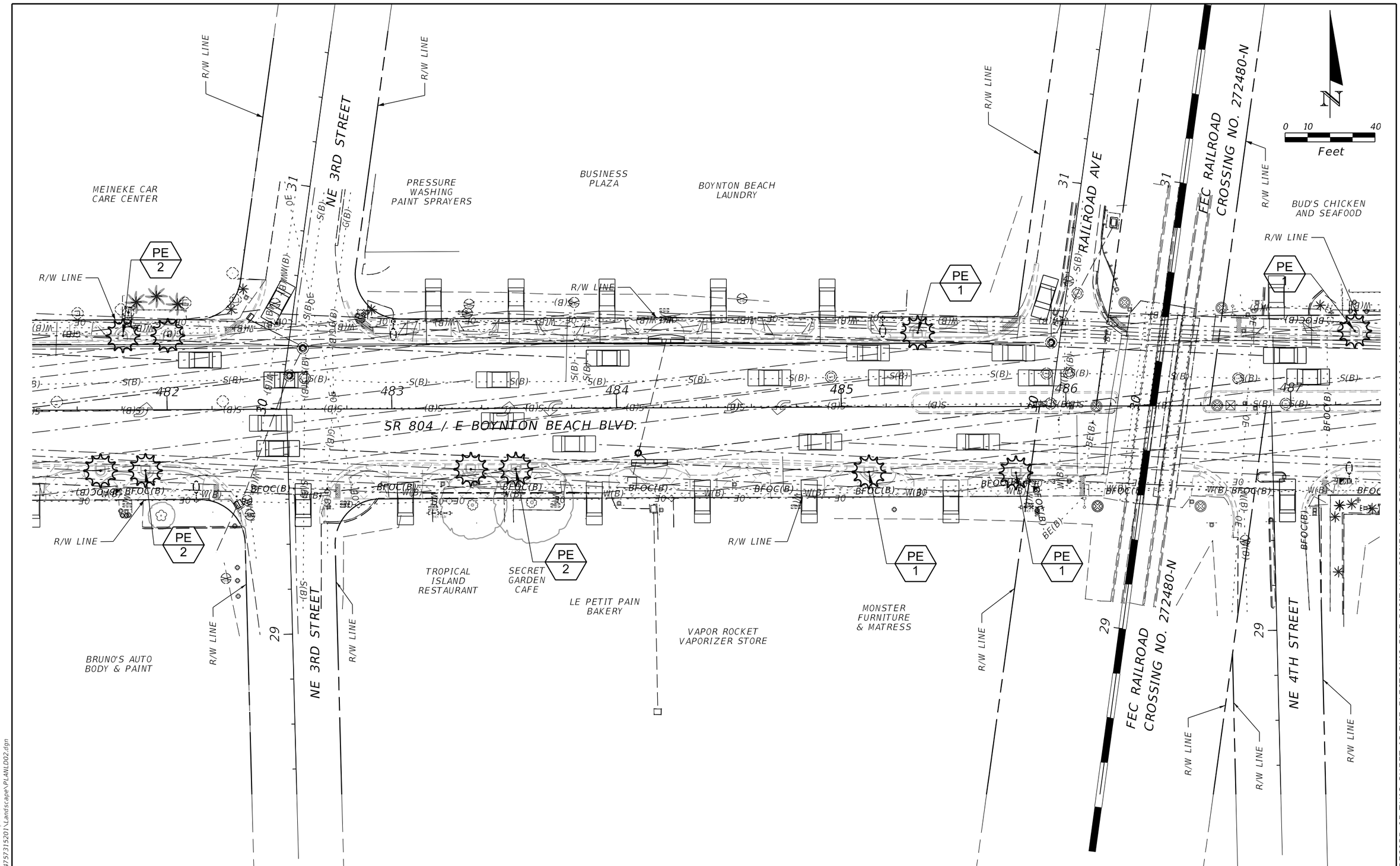
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REVISIONS				LANDSCAPE ARCHITECT	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LANDSCAPE PLAN (5)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	BRIAN R SHORE, R.L.A. LICENSE NUMBER: LA-6666770 MILLER, LEGG & ASSOCIATES, INC. 13680 NW 5TH STREET, SUITE 200 SUNRISE, FL 33325	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LD-13
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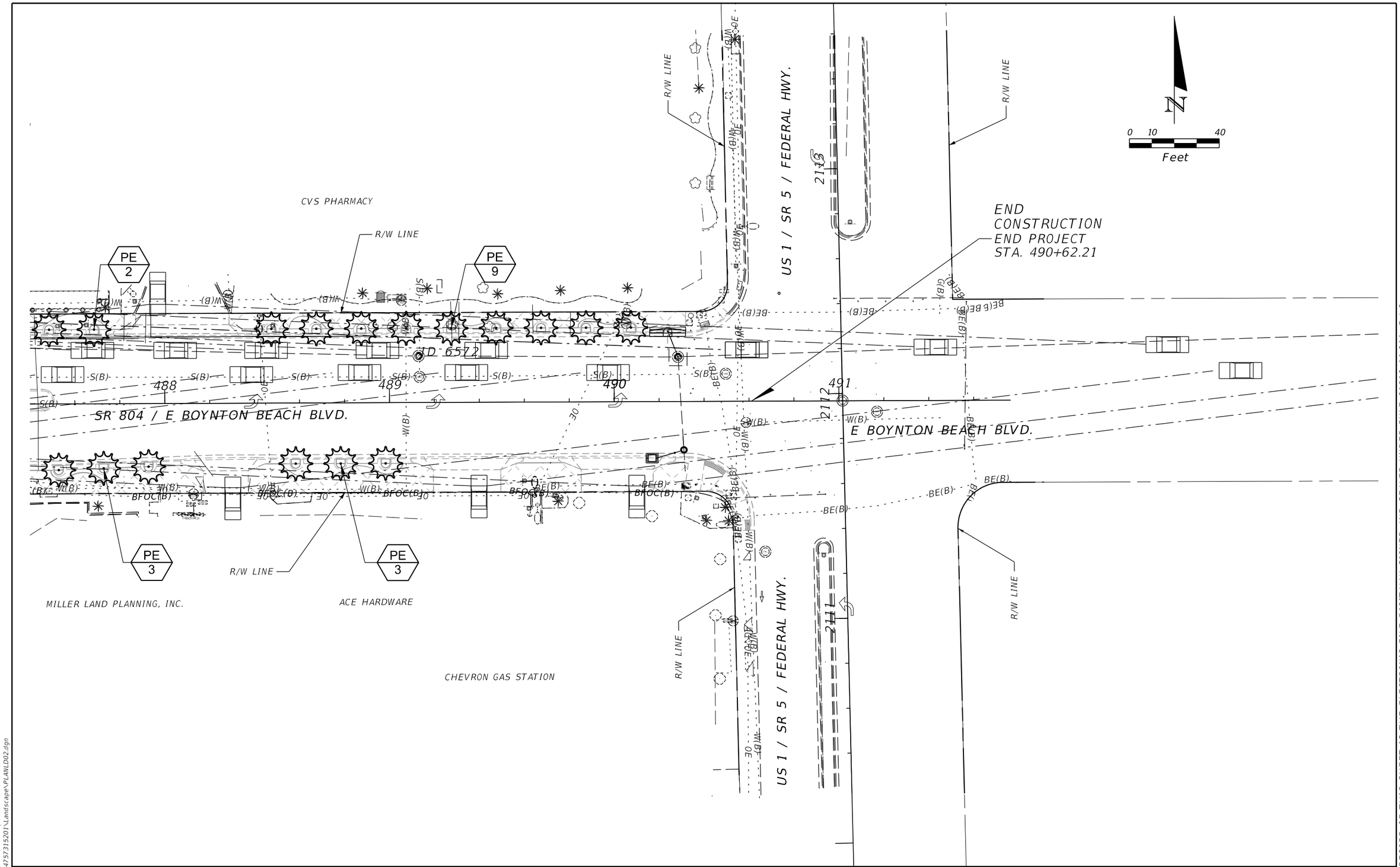
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REVISIONS				LANDSCAPE ARCHITECT	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION				SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	BRIAN R SHORE, R.L.A. LICENSE NUMBER: LA-6666770 MILLER, LEGG & ASSOCIATES, INC. 13680 NW 5TH STREET, SUITE 200 SUNRISE, FL 33325	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	LANDSCAPE PLAN (6)	LD-14
					SR 804	PALM BEACH	447573-1-52-01		

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REVISIONS				LANDSCAPE ARCHITECT	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LANDSCAPE PLAN (7)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	BRIAN R SHORE, R.L.A. LICENSE NUMBER: LA-6666770 MILLER, LEGG & ASSOCIATES, INC. 13680 NW 5TH STREET, SUITE 200 SUNRISE, FL 33325	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LD-15
					SR 804	PALM BEACH	447573-1-52-01		

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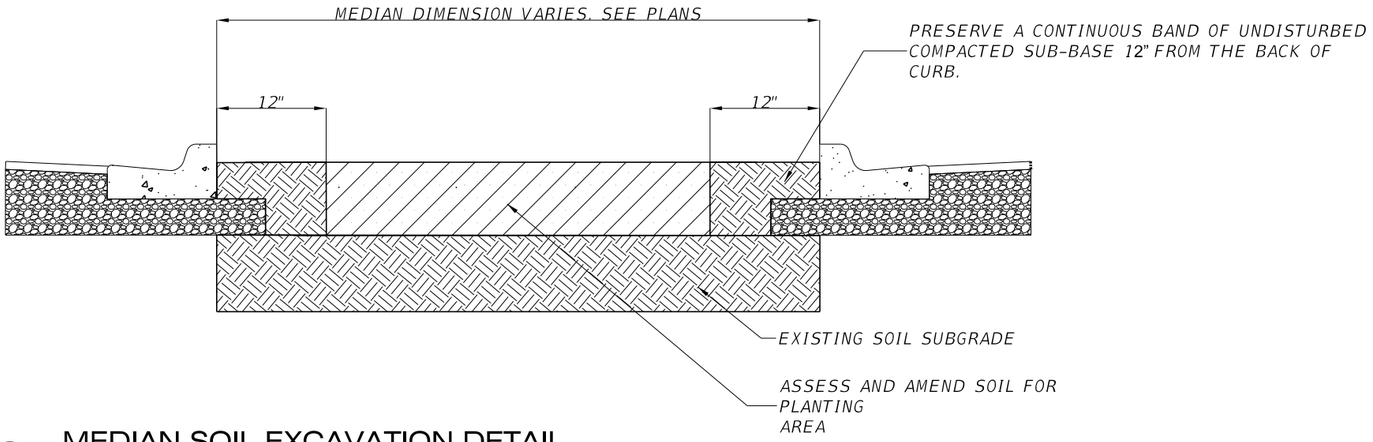
PLANT SCHEDULE

LABEL	DESCRIPTION	MAX. MAINT. SIZE	QUANTITY	SITE NO.	LOCATION DESCRIPTION	DESIGN NOTES
	LANDSCAPE COMPLETE - LARGE PLANTS					
PE	Ptychosperma elegans / Solitaire Palm; 16' Clear trunk, Florida Fancy, Straight Trunk, Match Heights; See Plan	Natural	1	LD-9	Existing Tree Grat	
			25	LD-10	Existing Tree Grat	
			32	LD-11	Existing Tree Grat	
			34	LD-12	Existing Tree Grat	
			22	LD-13	Existing Tree Grat	
			10	LD-14	Existing Tree Grat	
			17	LD-15	Existing Tree Grat	
	LANDSCAPE COMPLETE - SMALL PLANTS					
FG	Ficus Microcarpa 'Green Island' / Green Island Ficus, 1 Gal., 12" Ht., 12" SPR, 16" O.C., See Plan	Natural	626	LD-9	Median	
			662	LD-10	Median	

REVISIONS				LANDSCAPE ARCHITECT	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LANDSCAPE SCHEDULE	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	BRIAN R SHORE, R.L.A. LICENSE NUMBER: LA-6666770 MILLER, LEGG & ASSOCIATES, INC. 13680 NW 5TH STREET, SUITE 200 SUNRISE, FL 33325	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LD-16
					SR 804	PALM BEACH	447573-1-52-01		

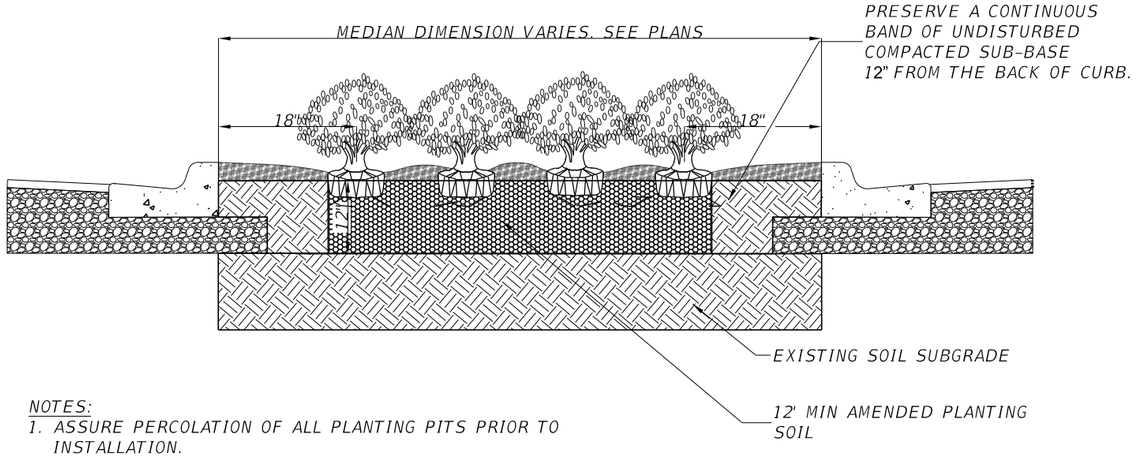
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1 MEDIAN SOIL EXCAVATION DETAIL

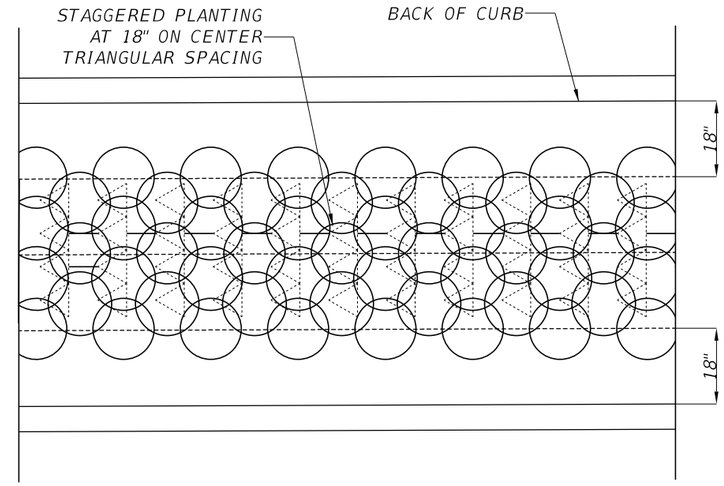
NTS



NOTES:
1. ASSURE PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION.
2. IN SEMI-IMPERVIOUS SOIL CONDITIONS, ROOTBALL ELEVATION SHALL BE 2"-4" ABOVE FINISH GRADE. COORDINATE WITH LANDSCAPE ARCHITECT PRIOR TO SETTING ROOTBALL ELEVATIONS.

2 MEDIAN GROUNDCOVER PLANTING DETAIL

NTS



3 GROUND COVER LAYOUT DETAIL

NTS

1. Contractor shall preserve a continuous band of undisturbed compacted sub-base 18" from the back of curb (See Detail below).

2. Contractor shall insure that all unsuitable soil including concrete, pavement, road base, stones over 3" diameter and all construction debris, is removed from median area to be planted and replaced with specified planting soil 50% coarse sand and 50% organics.

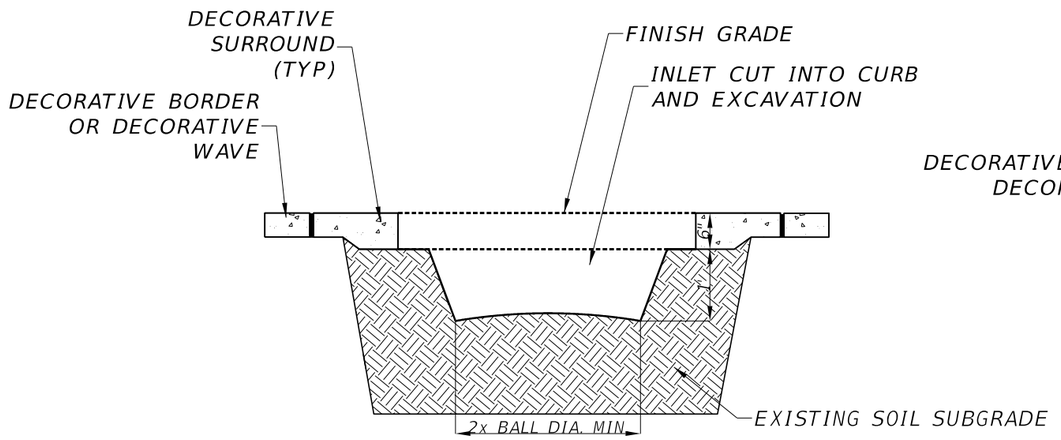
3. Areas to be planted with shrubs and/or ground covers: remove compacted soil to a depth of 12 " and replace with specified planting soil. Planting soil shall come up to 4 " from top of curb, reserving space for 3" compacted mulch and 1"clear from top of curb.

4. Cypress Mulch is not permitted on FDOT right of way. Mulch permitted to be used are Hardwood Mulch (containing no Cypress products), Recycled Mulch or approved equal, certified by the Mulch and Soil Council (MSC). Submit proof of certification to the FDOT District Operations Permit Landscape Inspector upon inspection.

REVISIONS				LANDSCAPE ARCHITECT	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			LANDSCAPE DETAILS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	BRIAN R SHORE, R.L.A. LICENSE NUMBER: LA-6666770 MILLER, LEGG & ASSOCIATES, INC. 13680 NW 5TH STREET, SUITE 200 SUNRISE, FL 33325	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LD-17
					SR 804	PALM BEACH	447573-1-52-01		

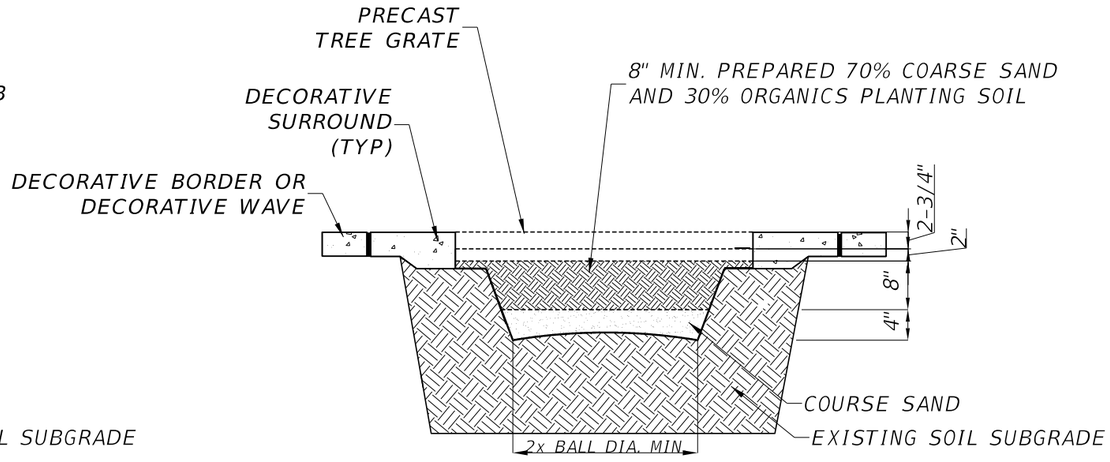
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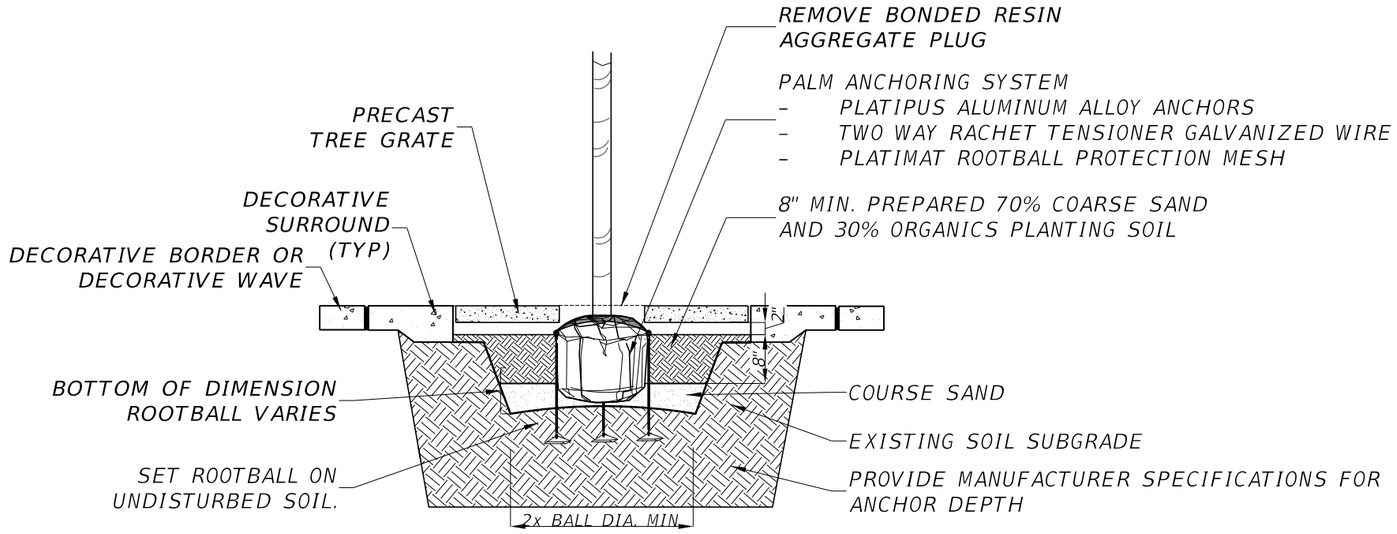
1 TREE PIT SOIL EXCAVATION DETAIL

NTS



2 TREE PIT FILL DETAIL

NTS



3 TREE PIT PLANTING DETAIL

NTS

PROJECT NOTES:

1. REMOVE AND STORE TREE GRATE, COORDINATE SAFE HANDLING AND STORAGE OFF SITE DURING TREE PIT ACTIVITIES.

2. DAMAGED TREE GRATES TO BE THE RESPONSIBILITY OF THE CONTRACTOR.

3. FIELD RECORD AND INVENTORY PRIOR TO COMMENCEMENT OF CONSTRUCTION. PROVIDE REPORT OF FINDINGS WITNESSED BY PROJECT ENGINEER IN PRINT AND DIGITAL FORMAT.

4. NUMBER EACH TREE GRATE ON UNDERSIDE OF TREE GRATE TO IDENTIFY LOCATION.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

LANDSCAPE ARCHITECT

BRIAN R SHORE, R.L.A.
LICENSE NUMBER: LA-6666770
MILLER, LEGG & ASSOCIATES, INC.
13680 NW 5TH STREET, SUITE 200
SUNRISE, FL 33325

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

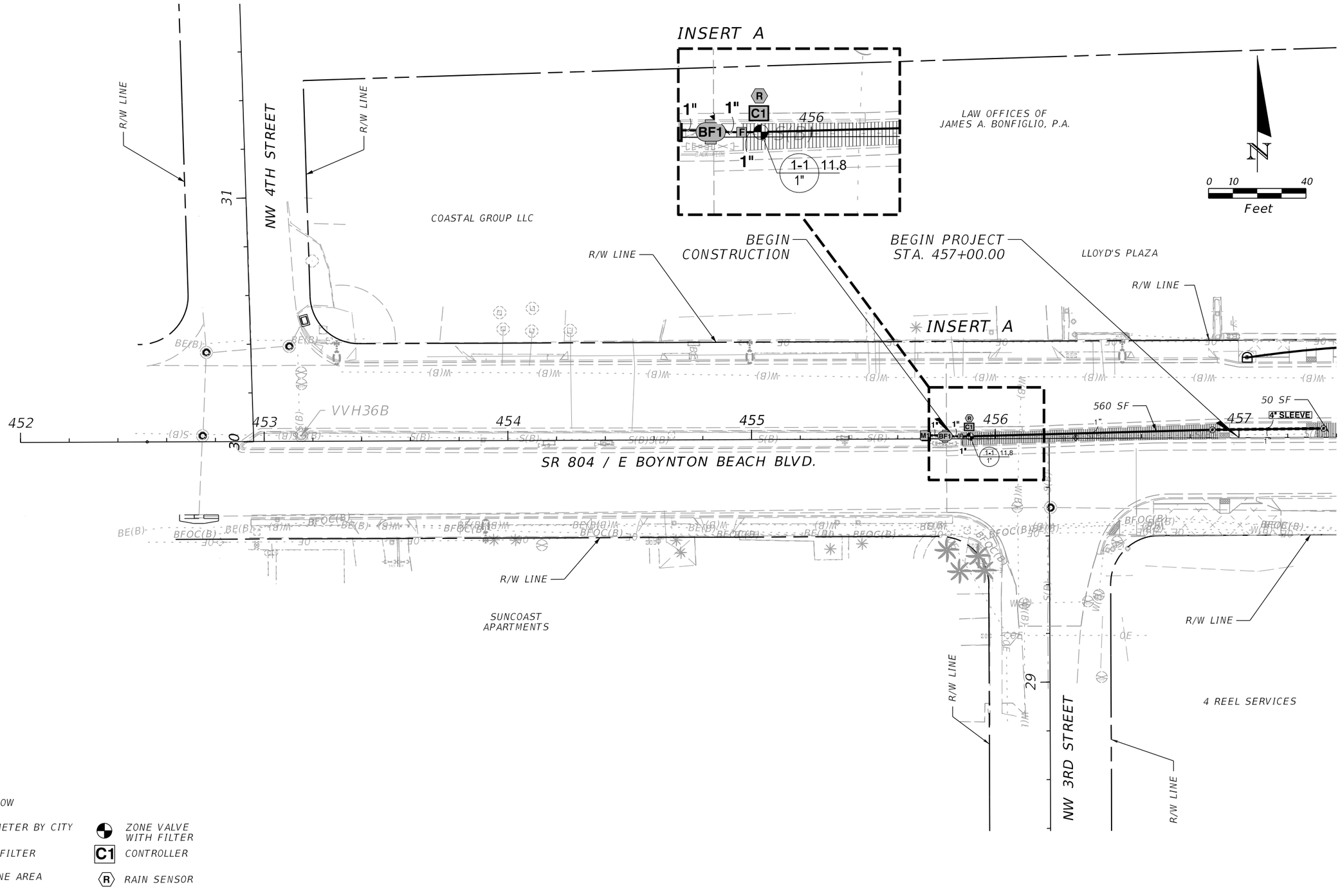
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 804	PALM BEACH	447573-1-52-01

LANDSCAPE DETAILS

SHEET NO.
LD-18

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LEGEND

- BF — BACK FLOW
- M1 — WATER METER BY CITY
- F — BASKET FILTER
- DRIP ZONE AREA
- ZONE VALVE WITH FILTER
- C1 — CONTROLLER
- R — RAIN SENSOR

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

LANDSCAPE ARCHITECT

BRIAN R SHORE, R.L.A.
LICENSE NUMBER: LA-6666770
MILLER, LEGG & ASSOCIATES, INC.
13680 NW 5TH STREET, SUITE 200
SUNRISE, FL 33325

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

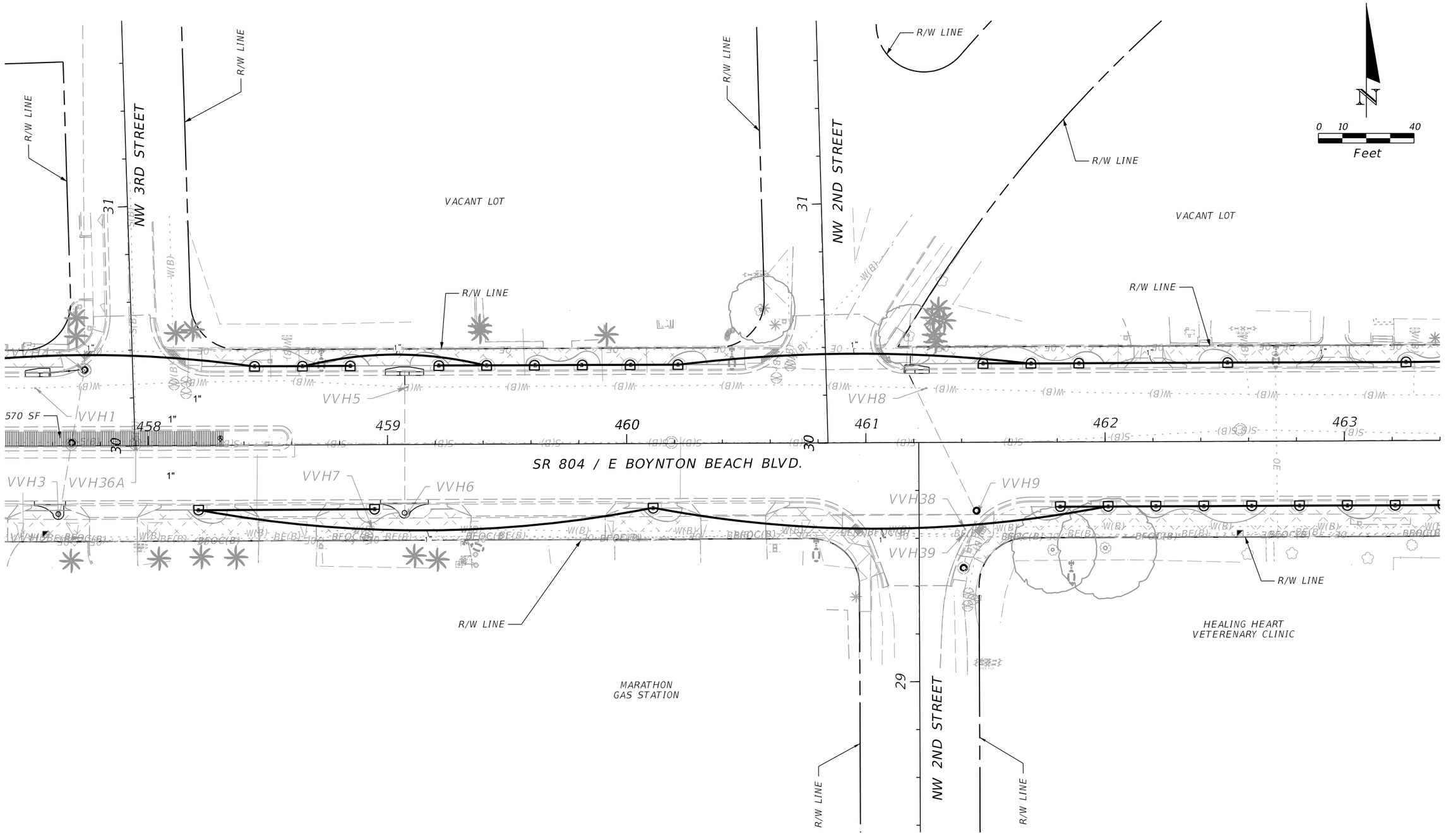
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 804	PALM BEACH	447573-1-52-01

IRRIGATION PLAN (1)

SHEET NO. LD-19

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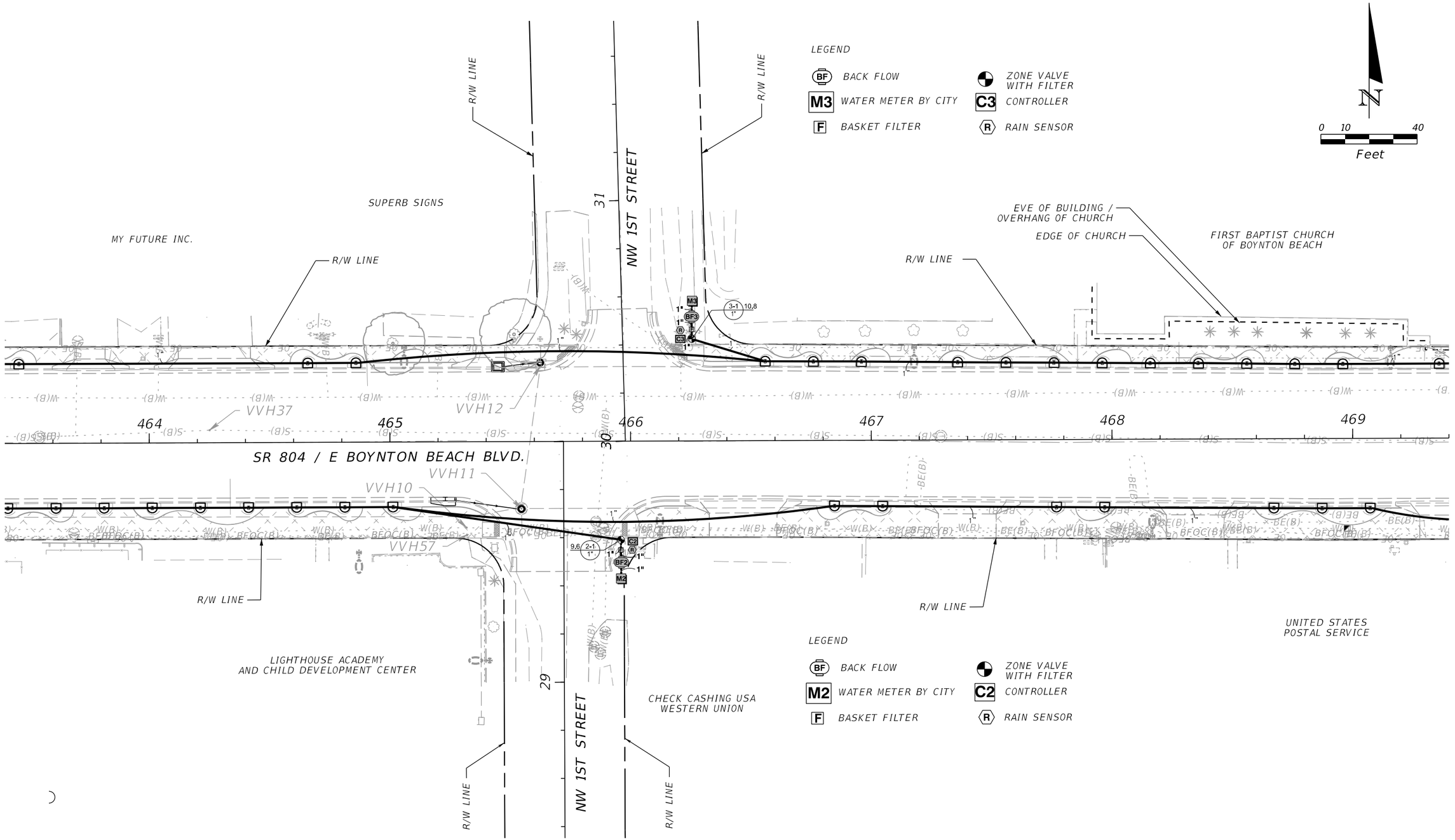
LEGEND

DRIP ZONE AREA

REVISIONS				LANDSCAPE ARCHITECT	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			IRRIGATION PLAN (2)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	BRIAN R SHORE, R.L.A. LICENSE NUMBER: LA-6666770 MILLER, LEGG & ASSOCIATES, INC. 13680 NW 5TH STREET, SUITE 200 SUNRISE, FL 33325	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LD-20
					SR 804	PALM BEACH	447573-1-52-01		

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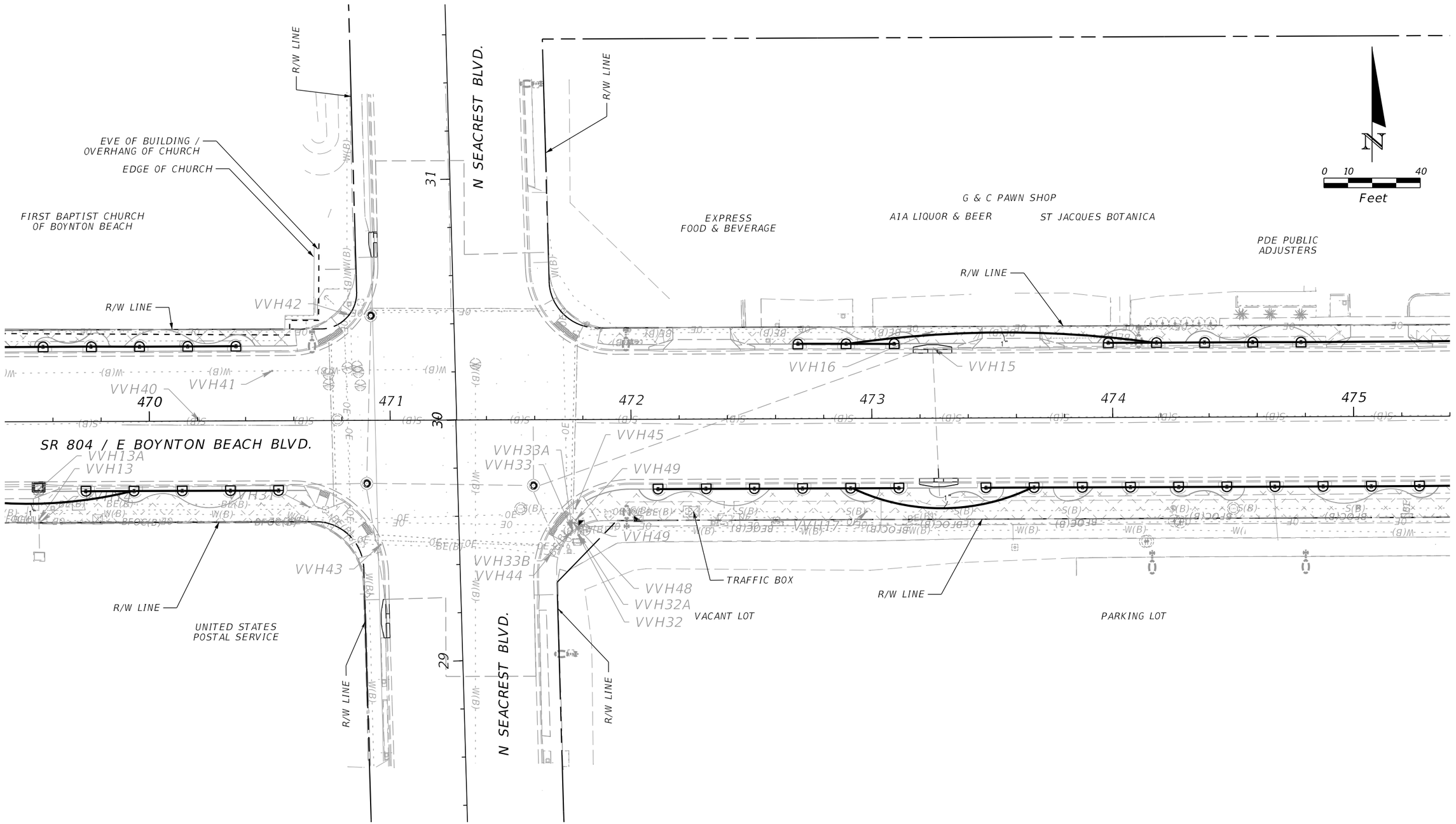
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REVISIONS				LANDSCAPE ARCHITECT	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			IRRIGATION PLAN (3)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	BRIAN R SHORE, R.L.A. LICENSE NUMBER: LA-6666770 MILLER, LEGG & ASSOCIATES, INC. 13680 NW 5TH STREET, SUITE 200 SUNRISE, FL 33325	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LD-21
					SR 804	PALM BEACH	447573-1-52-01		

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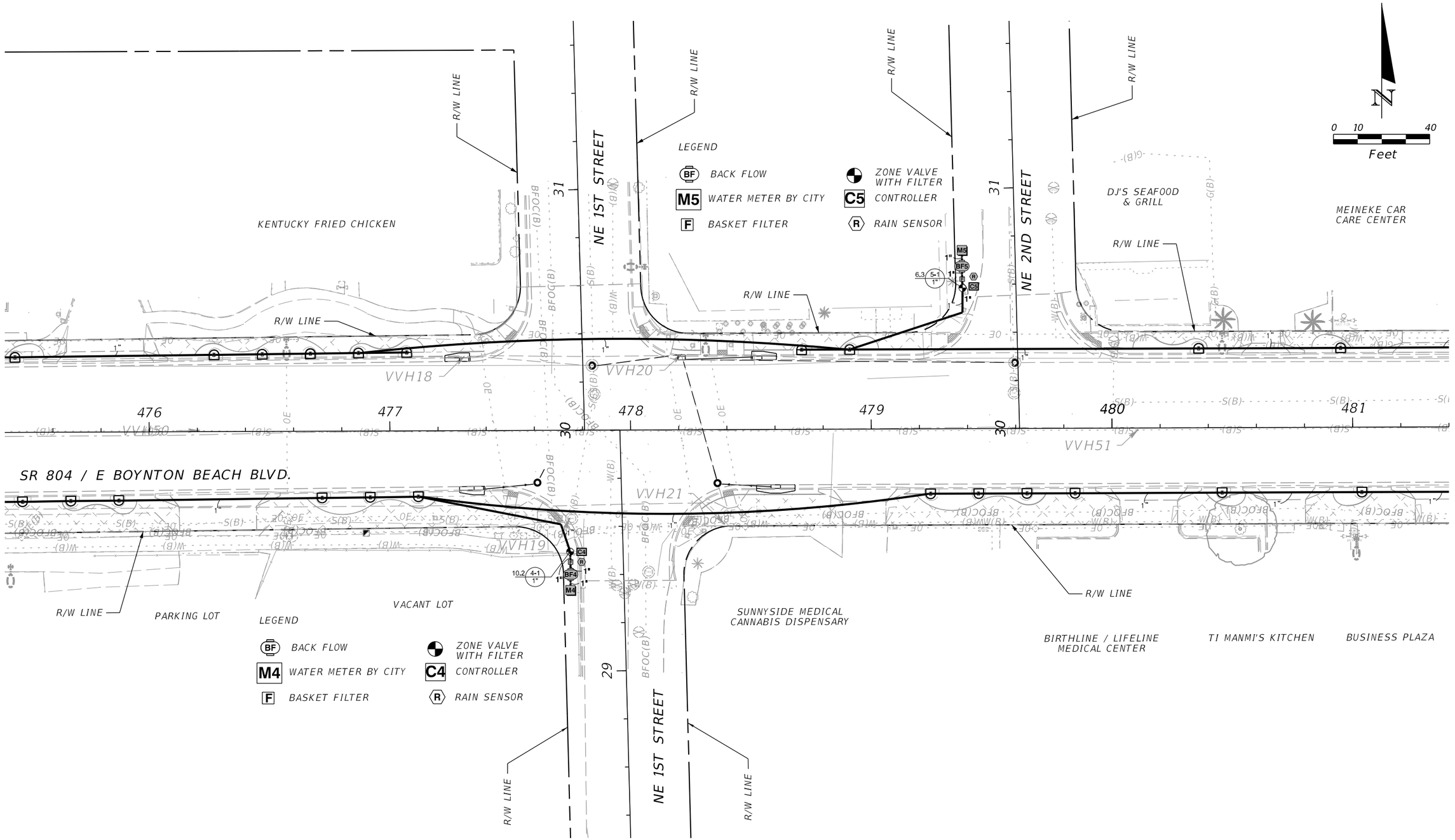
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REVISIONS				LANDSCAPE ARCHITECT	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			IRRIGATION PLAN (4)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	BRIAN R SHORE, R.L.A. LICENSE NUMBER: LA-6666770 MILLER, LEGG & ASSOCIATES, INC. 13680 NW 5TH STREET, SUITE 200 SUNRISE, FL 33325	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LD-22
					SR 804	PALM BEACH	447573-1-52-01		

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

LANDSCAPE ARCHITECT

BRIAN R SHORE, R.L.A.
LICENSE NUMBER: LA-6666770
MILLER, LEGG & ASSOCIATES, INC.
13680 NW 5TH STREET, SUITE 200
SUNRISE, FL 33325

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

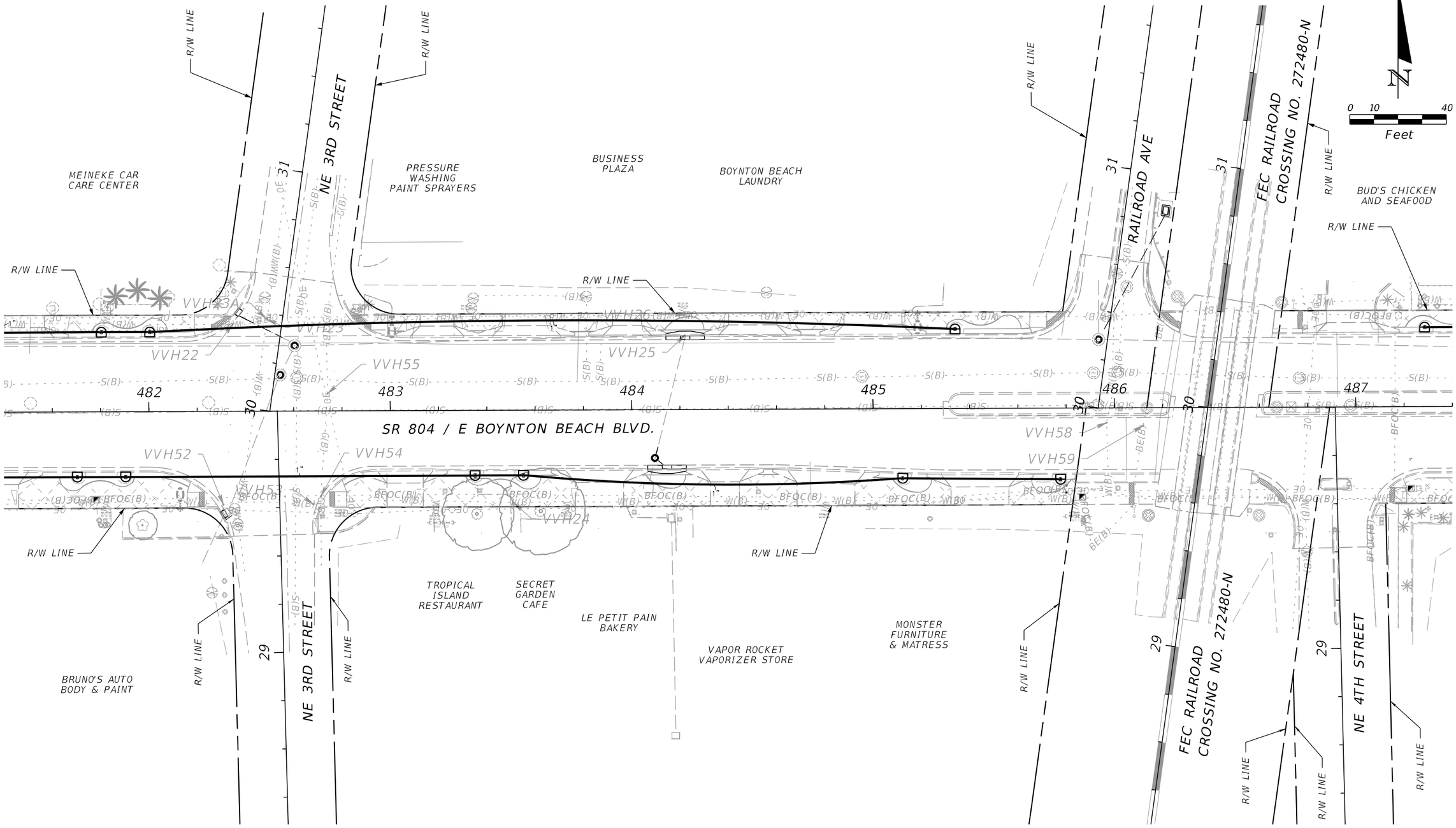
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 804	PALM BEACH	447573-1-52-01

IRRIGATION PLAN (5)

SHEET NO. LD-23

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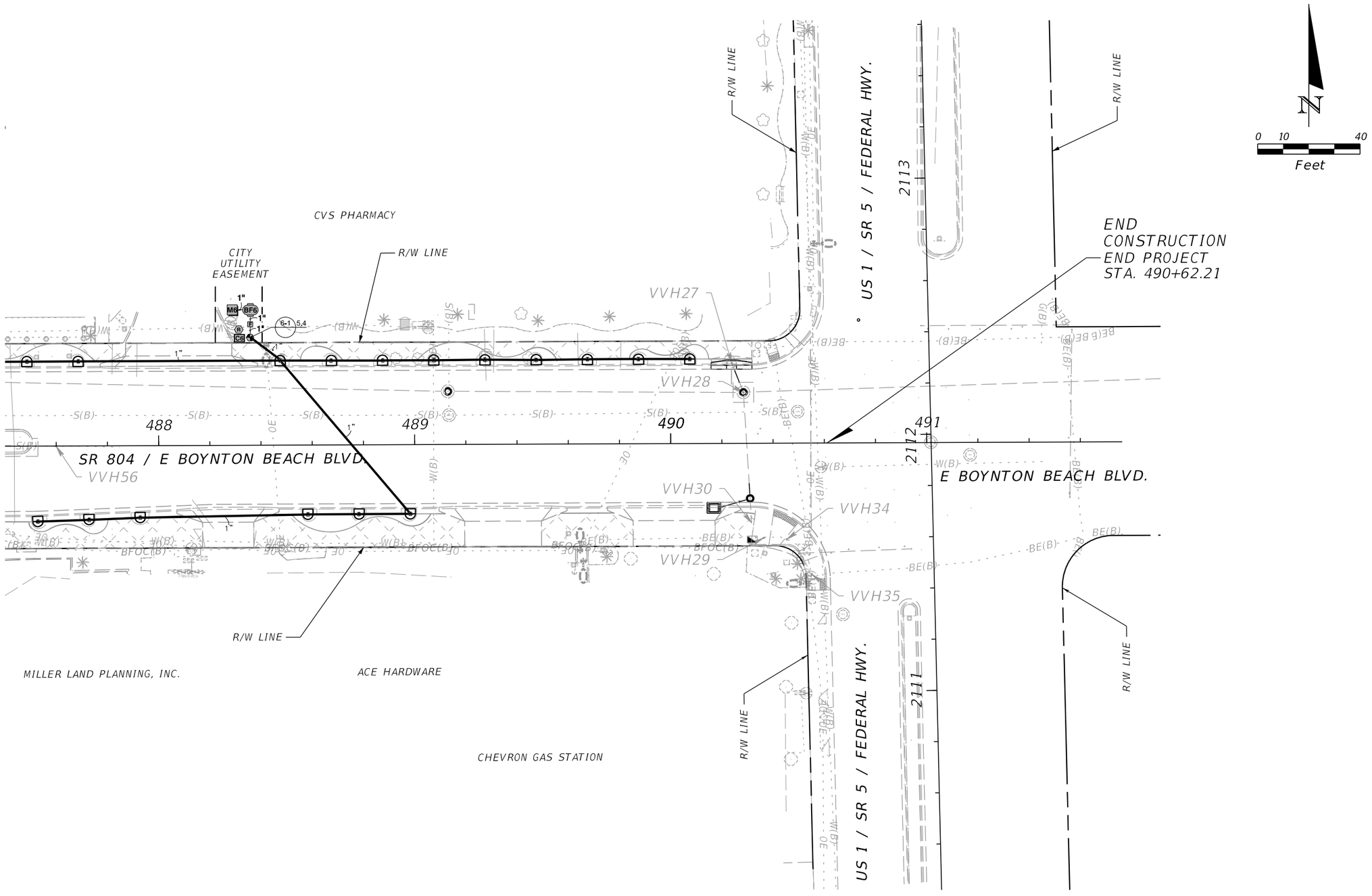
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REVISIONS				LANDSCAPE ARCHITECT	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			IRRIGATION PLAN (6)	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	BRIAN R SHORE, R.L.A. LICENSE NUMBER: LA-6666770 MILLER, LEGG & ASSOCIATES, INC. 13680 NW 5TH STREET, SUITE 200 SUNRISE, FL 33325	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LD-24
					SR 804	PALM BEACH	447573-1-52-01		

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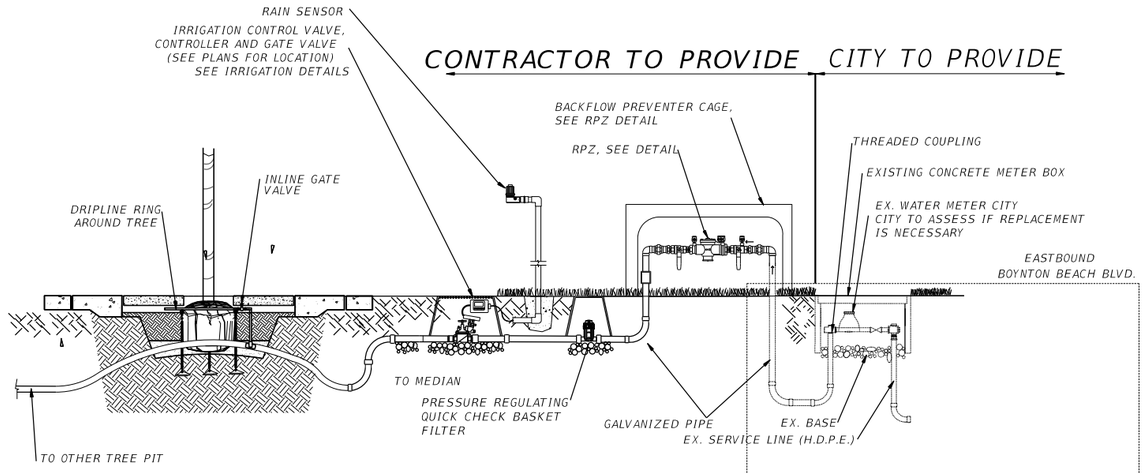
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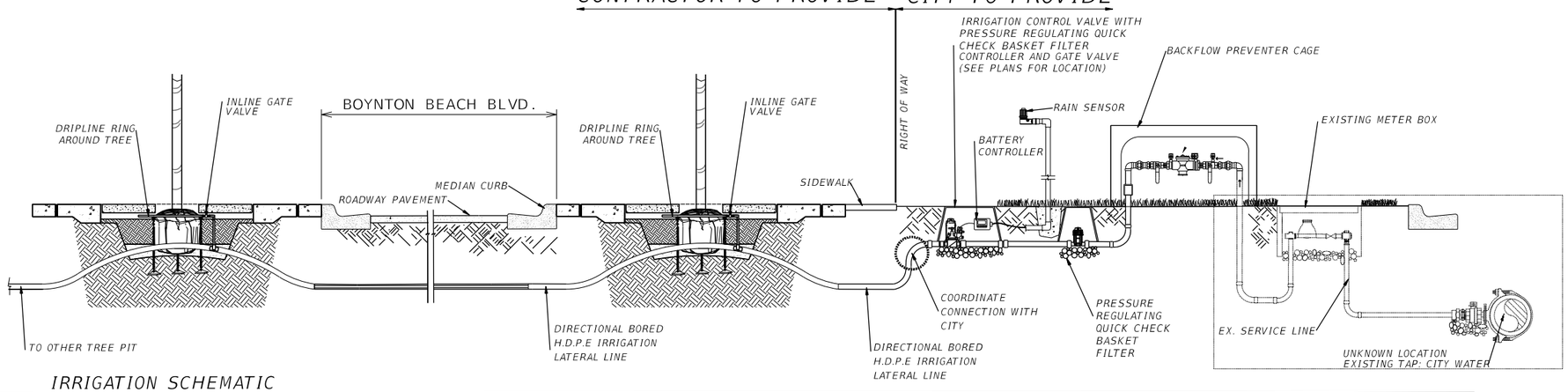
REVISIONS				LANDSCAPE ARCHITECT	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION				SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	BRIAN R SHORE, R.L.A. LICENSE NUMBER: LA-6666770 MILLER, LEGG & ASSOCIATES, INC. 13680 NW 5TH STREET, SUITE 200 SUNRISE, FL 33325	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	IRRIGATION PLAN (7)	LD-25
					SR 804	PALM BEACH	447573-1-52-01		

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1 IRRIGATION SCHEMATIC
N.T.S. STA. 455+80 MEDIAN, 466+00 RIGHT, 466+20 LEFT, 477+70 RIGHT & 479+30 LEFT



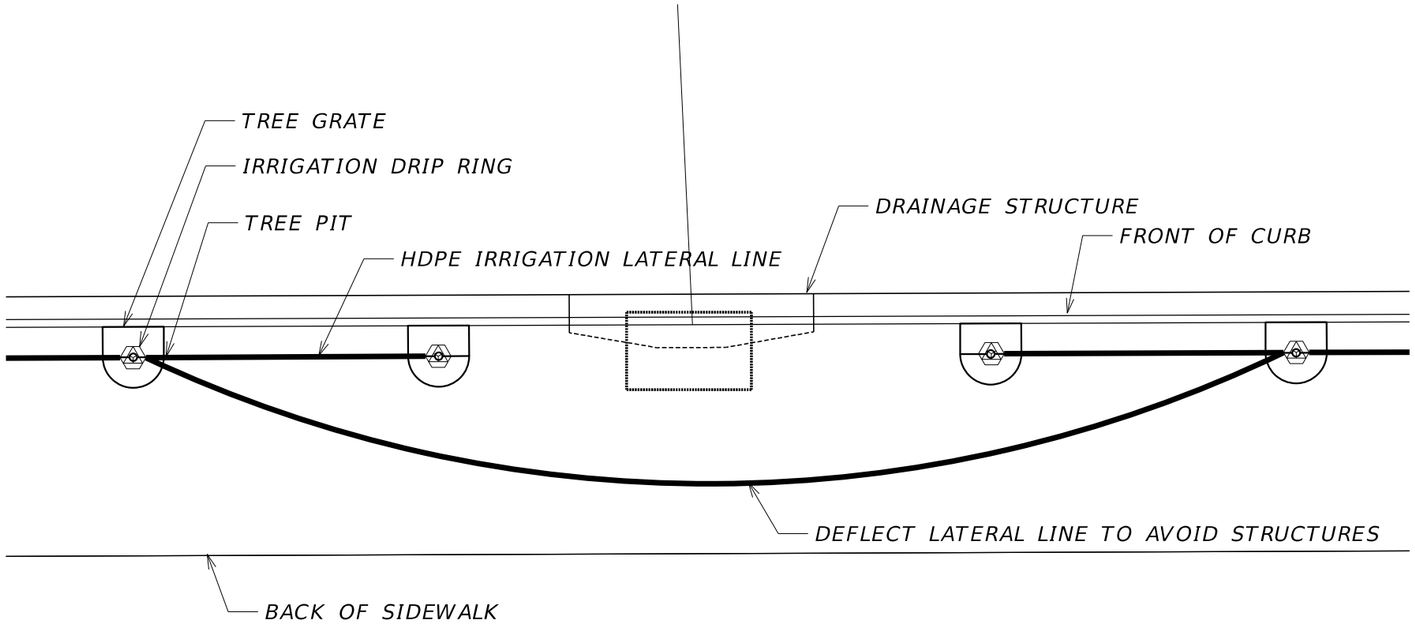
2 IRRIGATION SCHEMATIC
N.T.S. STA: 488+30 LEFT

REVISIONS				LANDSCAPE ARCHITECT	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION				SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	BRIAN R SHORE, R.L.A. LICENSE NUMBER: LA-6666770 MILLER, LEGG & ASSOCIATES, INC. 13680 NW 5TH STREET, SUITE 200 SUNRISE, FL 33325	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	IRRIGATION DETAILS	LD-26
					SR 804	PALM BEACH	447573-1-52-01		

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Directional Bore Structure Avoidance Location Chart		
Begin Station	End Station	Side
457+04.27	458+43.75	LT
458+21.82	460+10.20	RT
458+65.29	459+40.62	LT
460+11.89	462+00.50	RT
460+22.58	461+68.26	LT
464+86.72	466+55.08	LT
465+02.25	466+83.94	RT
469+08.13	469+92.86	RT
470+54.51	472+10.41	RT
472+90.41	474+17.34	LT
472+92.02	473+66.55	RT
476+87.81	478+90.16	LT
477+12.71	479+23.86	RT
482+01.20	485+33.15	LT
483+56.11	485+11.45	RT



1 LATERAL LINE GUIDE

NTS

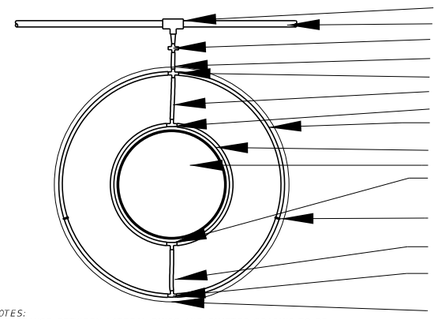
2 LATERAL LINE GUIDE

NTS

REVISIONS				LANDSCAPE ARCHITECT	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			IRRIGATION DETAILS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	BRIAN R SHORE, R.L.A. LICENSE NUMBER: LA-6666770 MILLER, LEGG & ASSOCIATES, INC. 13680 NW 5TH STREET, SUITE 200 SUNRISE, FL 33325	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LD-27
					SR 804	PALM BEACH	447573-1-52-01		

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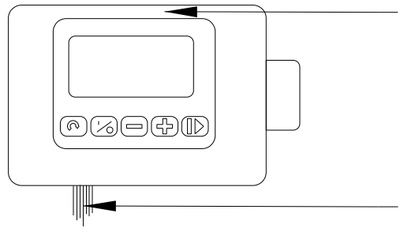


TEE OR ELL.
MANIFOLD PIPE
INLINE GATE VALVE
½" POLYETHYLENE TUBING
BARB CROSS INSERT FITTING
½" POLYETHYLENE TUBING:BLANK TUBING.
BARB TEE INSERT FITTING
ON SURFACE DRIPLINE: REFER TO IRRIGATION SCHEDULE FOR MANUFACTURER
ON SURFACE DRIPLINE: PLACE AS SHOWN.
ROOT BALL
BARB TEE INSERT FITTING
TIE DOWN STAKES WITH BEND (QUANTITY AS REQUIRED).
½" POLYETHYLENE TUBING
½" POLYETHYLENE TUBING
PROJECTED CANOPY OF TREE.

NOTES:
1. DISTANCE BETWEEN LATERAL RINGS AND EMITTER SPACING TO BE BASED ON SOIL TYPE, AND TREE CANOPY. SEE INSTALLATION SPECIFICATIONS ON MANUFACTURER WEB SITE FOR SUGGESTED SPACING.
2. PLACE TIE DOWN STAKES EVERY THREE FEET IN SAND, FOUR FEET IN LOAM, AND FIVE FEET IN CLAY.
3. AT FITTINGS WHERE THERE IS A CHANGE OF DIRECTION SUCH AS TEES OR ELBOWS, USE TIE-DOWN STAKES ON EACH LEG OF THE CHANGE OF DIRECTION.

1 DRIPLINE AROUND TREE

NTS



CONTROLLER: REFER TO IRRGATION SCHEDULE FOR MANUFACTURER (CONTROLLER TO BE INSTALLED INSIDE IRRIGATION VALVE BOX)

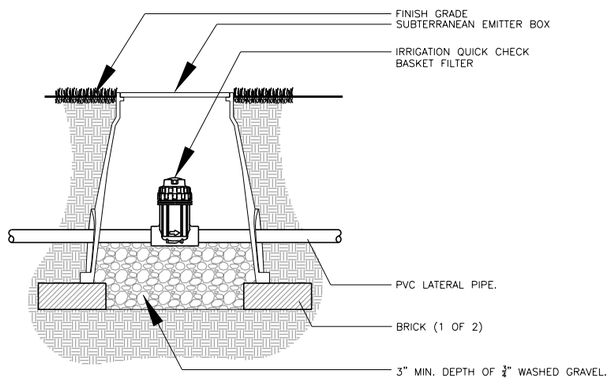
NOTE: BATTERY OPERATED CONTROLLER TO BE SUFFICIENT FOR UP TO FOUR (4) STATIONS.

WIRE TO REMOTE CONTROL VALVES.

NOTE: CONTRACTOR TO PROVIDE INSTALLATION EQUIPMENT LAYOUT.

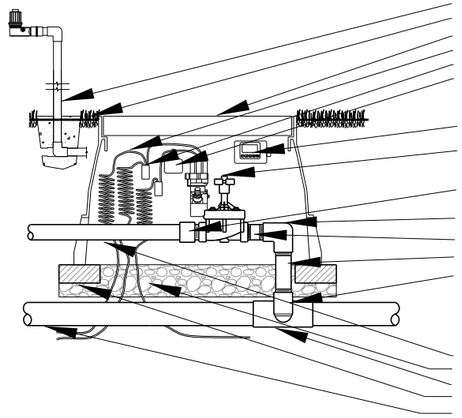
4 BATTERY OPERATED CONTROLLER

NTS



5 IRRIGATION QUICK CHECK BASKET FILTER

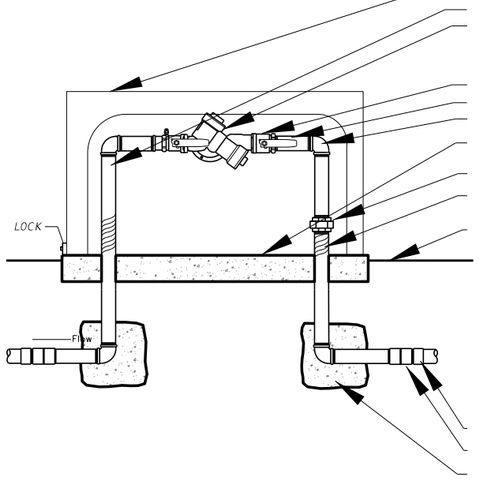
NTS



RAIN SENSOR - ONE PER CONTROLLER
FINISH GRADE
VALVE BOX WITH COVER
30" LINEAR LENGTH OF WIRE COILED.
WATERPROOF CONNECTION
ID TAG
BATTERY CONTROLLER - ONE PER GROUP
REMOTE CONTROL VALVE: REFER TO IRRIGATION SCHEDULE FOR MANUFACTURER
PVC SCH.40 MALE ADAPTER.
PVC SCH.40 ELL
PVC SCH.80 NIPPLE (LENGTH AS NEEDED)
PVC SCH.80 NIPPLE (LENGTH AS NEEDED)
PVC SCH.80 NIPPLE (2" LENGTH, HIDDEN) AND PVC SCH.40 ELL
PVC LATERAL PIPE
3" MIN. OF ¾" WASHED GRAVEL
PVC SCH. 40 TEE OR ELL
SUPPORT BRICK
PVC MAINLINE
PIPE

2 IRRIGATION VALVE

NTS



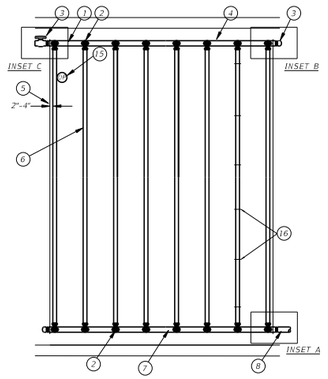
CAGE
GALVANIZED NIPPLE
BACKFLOW PREVENTION DEVICE. (SEE IRRIGATION PLANS FOR MAKE AND MODEL). INSTALL THE DEVICE PER LOCAL STANDARDS AND SPECIFICATIONS.
BRASS BALL VALVE
THREADED GALVANIZED NIPPLE
GALVANIZED 90° ELBOW
4" THICK CONCRETE PAD, 1" ABOVE FINISHED GRADE.
GALVANIZED UNION
WRAP 20 MIL TAPE TWICE AROUND ALL GALVANIZED PIPE.
FINISH GRADE.

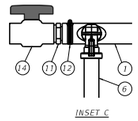
NOTE:
1- ALL ASSEMBLY PARTS (THREADED NIPPLES, FITTINGS, ETC.) SHALL BE GALVANIZED OR BRASS PER LOCAL CODES AND REQUIREMENTS.
2- GALVANIZED NIPPLE SHALL EXTEND 12" PAST THE EDGE OF THE CONCRETE FOOTING.
3- SCH. 80 PVC MALE ADAPTER SHALL BE USED IN CONNECTION FROM GALVANIZE TO THE MAINLINE.
4- BACKFLOW PREVENTION DEVICE SHALL BE LOCATED AS CLOSE AS POSSIBLE TO THE WATER METER.
5- BACKFLOW PREVENTION DEVICE SHALL BE LOCATED IN PLANTING AREA UNLESS APPROVED BY OWNER'S REPRESENTATIVE.
6- SEE DETAIL FOR BACKFLOW CAGE INSTALLATION.

PVC SCH.80 MALE ADAPTER.
GALVANIZED COUPLING
CONCRETE THRUST BLOCKS REQUIRED ON BACKFLOW DEVEICES 2.5" AND LARGER.

6 BACKFLOW PREVENTION DEVICE

NTS





1. QF-FLUSH HEADER
2. PRE-INSTALLED BARB FITTING
3. FLUSH POINT WITH PVC CAP OR OPTIONAL PVC BALL VALVE
4. PERIMETER OF AREA
5. PERIMETER DRIPLINE PIPE TO BE INSTALLED 2"-4" FROM PERIMETER OF AREA
6. XFCV SERIES DRIPLINE (TYPICAL)
7. QF-SUPPLY HEADER
8. PVC DRIP MANIFOLD FROM CONTROL ZONE VALVE KIT (SIZED TO MEET LATERAL FLOW DEMAND)
9. PVC SCH 40 ELL (TYPICAL)
10. PVC SCH 40 RISER PIPE
11. MALE ADAPTER INSERT
12. STAINLESS STEEL, OETIKER OR MURRAY CLAMP
13. PVC SCH 40 CAP
14. PVC SCH 40 BALL VALVE
15. OPERATION INDICATOR
16. XF SERIES TIE-DOWN STAKES (TDS-050) REFER TO DRIPLINE DESIGN GUIDE FOR PROPER SPACING

NOTES:

1. DISTANCE BETWEEN LATERAL ROWS AND EMITTER SPACING TO BE BASED ON SOIL TYPE, PLANT MATERIALS AND CHANGES IN ELEVATION. SEE INSTALLATION SPECIFICATIONS ON MANUFACTURE WEBSITE FOR SUGGESTED SPACING.
2. LENGTH OF LONGEST DRIPLINE LATERAL SHOULD NOT EXCEED THE MAXIMUM SPACING SHOWN IN THE ACCOMPANYING TABLE.

3 END FEED DRIPLINE LAYOUT

NTS

1. Contractor to coordinate and confirm any road crossings.
2. City responsible for water source, controller, and valves to be coordinated and operational prior to commencement of irrigation installation east of the railroad.

REVISIONS				LANDSCAPE ARCHITECT	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			IRRIGATION DETAILS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	BRIAN R SHORE, R.L.A. LICENSE NUMBER: LA-6666770 MILLER, LEGG & ASSOCIATES, INC. 13680 NW 5TH STREET, SUITE 200 SUNRISE, FL 33325	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LD-28
					SR 804	PALM BEACH	447573-1-52-01		

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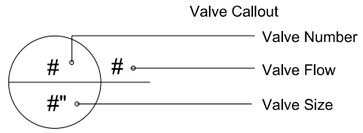
IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Pipe Transition Point above grade Pipe transition point from PVC lateral to drip tubing with riser to above grade installation.	2
A	1/2in. Air Relief Valve, made of quality rust-proof materials, with a 6in. drip valve box. Use with installation below soil. The valve will allow air to escape the pipeline, thus preventing water hammer or blockage.	2
	Drip Ring 36"Dia 8"Emitter spacing	141
	Area to Receive Dripline On-Surface Landscape Dripline with a Heavy-Duty 3.5 psi Check Valve. 0.6 GPH emitters at 12" O.C. Dripline laterals spaced at 12" apart, with emitters offset for triangular pattern. Great for elevation change.	1,180 lf

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	1in., 1-1/2in., 2in., 3in. Plastic Industrial Remote Control Valve. Low Flow Operating Capability, Globe Configuration.	5
BF#	1" Pressure Vacuum Breaker, brass with ball valve SOV. Install 12in. above highest downstream outlet and the highest point in the downstream piping.	5
C#	1 Zone, 9V battery-operated controller. 9V. DC Latching Solenoid.	5
R	Rain Sensing Device, conduit mount. With threaded adapter, extension wire.	5
F	1in. Pressure Regulating w/ 100 mesh stainless steel screen= Red 120 mesh stainless steel screen= Green 200 mesh stainless steel screen= White	5
	Irrigation Lateral Line: NOMINAL 1" MINIMUM - HDPE PE4710 DR11	6,384 lf
	Irrigation Mainline: PVC Schedule 40	82 lf
	Pipe Sleeve: HDPE PE4710 DR 21	42.0 lf

IRRIGATION SCHEDULE BY CITY

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	City Valve and Controller	1
BF6	City Backflow 1" provided back flow from city	1
C6	1 Zone, 9V battery-operated controller. 9V., DC Latching Solenoid.	1
R	Rain Sensing Device, conduit mount. With threaded adapter, extension wire.	1
F	Filter 1in. Pressure Regulating w/ 100 mesh stainless steel screen= Red 120 mesh stainless steel screen= Green 200 mesh stainless steel screen= White	1
	Irrigation Mainline: PVC Schedule 40	17.9 lf



NUMBER	MODEL	SIZE	TYPE	GPM	PSI	PSI @ POC	PRECIP
1-1	Valve	1"	Area for Dripline	11.8	25.6	30.9	0.96 in/h
2-1	Valve	1"	Drip Ring	9.6	16.0	20.7	1.47 in/h
3-1	Valve	1"	Drip Ring	10.8	17.4	22.3	1.47 in/h
4-1	Valve	1"	Drip Ring	10.2	16.3	21.1	1.47 in/h
5-1	Valve	1"	Drip Ring	6.3	14.2	18.8	1.47 in/h
6-1	City Valve and Controller	1"	Drip Ring	5.4	11.9	15.5	1.47 in/h

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

LANDSCAPE ARCHITECT
BRIAN R SHORE, R.L.A.
LICENSE NUMBER: LA-6666770
MILLER, LEGG & ASSOCIATES, INC.
13680 NW 5TH STREET, SUITE 200
SUNRISE, FL 33325

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 804	PALM BEACH	447573-1-52-01

IRRIGATION DETAILS

SHEET NO.
LD-29

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TEMPORARY TRAFFIC CONTROL PLAN GENERAL NOTES:

1. *LANE CLOSURES ARE ONLY ALLOWED DURING NON-PEAK HOURS, OR NON-EVENT DAYS AND WEEKENDS. NON-PEAK HOURS ARE DEFINED AS: 9:00 AM TO 4:00 PM. NO CONSTRUCTION DURING: 7:30 AM TO 9:00AM AND 4:00 PM TO 7:30 PM.*

   NO DAYTIME WORK FOR DIRECTIOANL BORE; ALLOWABLE WORK HOURS ARE DEFINED AS 7:30 PM TO 7:30 AM.

2. *REGULATORY SPEED WITHIN WORK ZONE TRAVEL WAYS SHALL BE 35 M.P.H.*

3. *CITY OF BOYNTON BEACH COMMUNITY, REDEVELOPMENT AGENCY (CRA), HAS MULTIPLE PROJECTS ALONG THE CORRIDOR AND ADJACENT TO THE PROJECT THAT REQUIRES COORDINATION.*

   ALLOW TIME FOR THE CITY OF BOYNTON BEACH COMMUNITY, REDEVELOPMENT AGENCY (CRA) TO REVIEW AND IDENTIFY POTENTIAL IMPACTS PRIOR TO APPROVAL OF CONTRACTOR'S TTCP.

4. *A PORTABLE CHANGEABLE MESSAGE SIGN (PCMS) SHALL BE USED AS INDICATED IN THE TRAFFIC CONTROL PLANS OR AS DIRECTED BY THE ENGINEER UNDER THE FOLLOWING CONDITIONS:*

   (I) TWO (2) WEEKS PRIOR TO CONSTRUCTION, INSTALL PCMS AS IDENTIFIED ON TEMPORARY TRAFFIC CONTROL PLANS, (PCMS 1).

   (II) DURING ACTIVE WORK PERIODS FOR SR 804 EASTBOUND AND WESTBOUND INSTALL PCMS (2) AS IDENTIFIED ON TEMPORARY TRAFFIC CONTROL PLANS.

   SUGGESTED PCMS MESSAGE IS AS FOLLOWS:

PCMS (1) MESSAGE PRIOR TO BEGINING OF CONSTRUCTION

MESSAGE 1

		R	O	A	D		
		W	O	R	K		
	B	E	G	I	N	S	

MESSAGE 2

M	M	-	D	D	-	Y	Y

PCMS (2) MESSAGE DURING CONSTRUCTION

MESSAGE 1

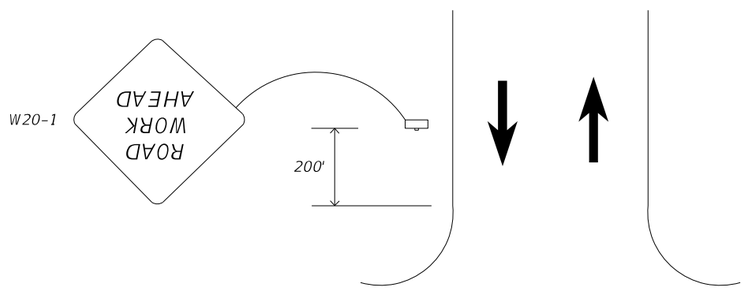
		R	O	A	D		
		W	O	R	K		
		A	H	E	A	D	

MESSAGE 2

		L	A	N	E		
C	L	O	S	U	R	E	S

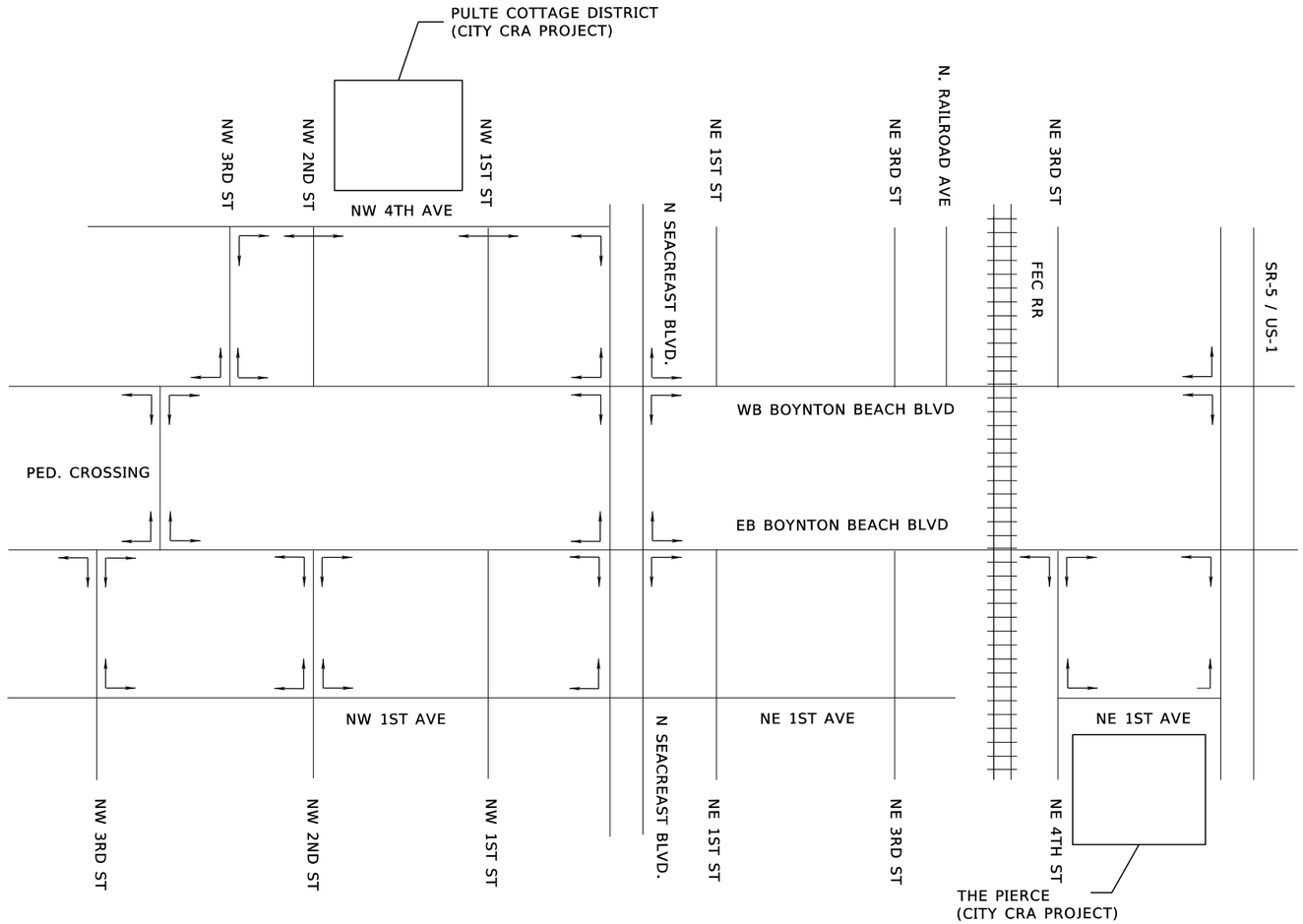
ADVANCED WARNING AT SIDESTREETS

EXISTING SIDESTREETS IN PROXIMITY OF THE MAINTENANCE OF TRAFFIC ZONE MUST BE PROVIDED WITH ADVANCE WARNING SIGNING AS INDICATED BELOW:



SIGN LAYOUT FOR SIDE STREETS

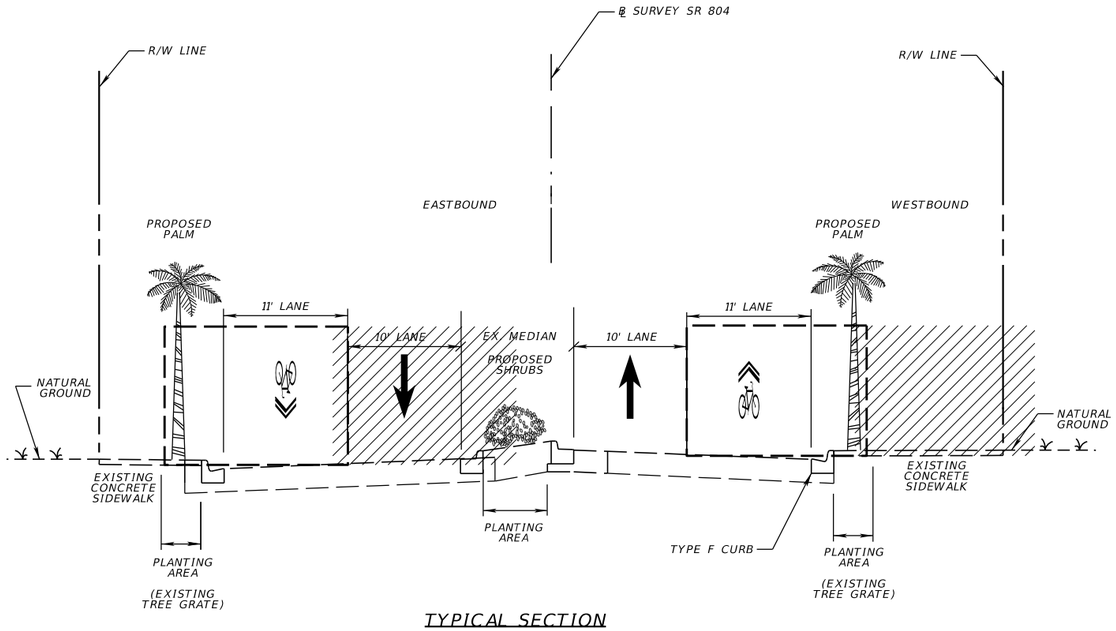
(ALL PHASES)



POTENTIAL PEDESTRIAN DETOUR ROUTES

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TEMPORARY TRAFFIC CONTROL PLAN GENERAL NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ENEIDA MARTINEZ, P.E. LICENSE NUMBER: 80804 PARSONS TRANSPORTATION GROUP, INC. 500 WEST CYPRESS ROAD, SUITE 200 FT. LAUDERDALE, FL 33309	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LD-30
					SR 804	PALM BEACH	447573-1-52-01		

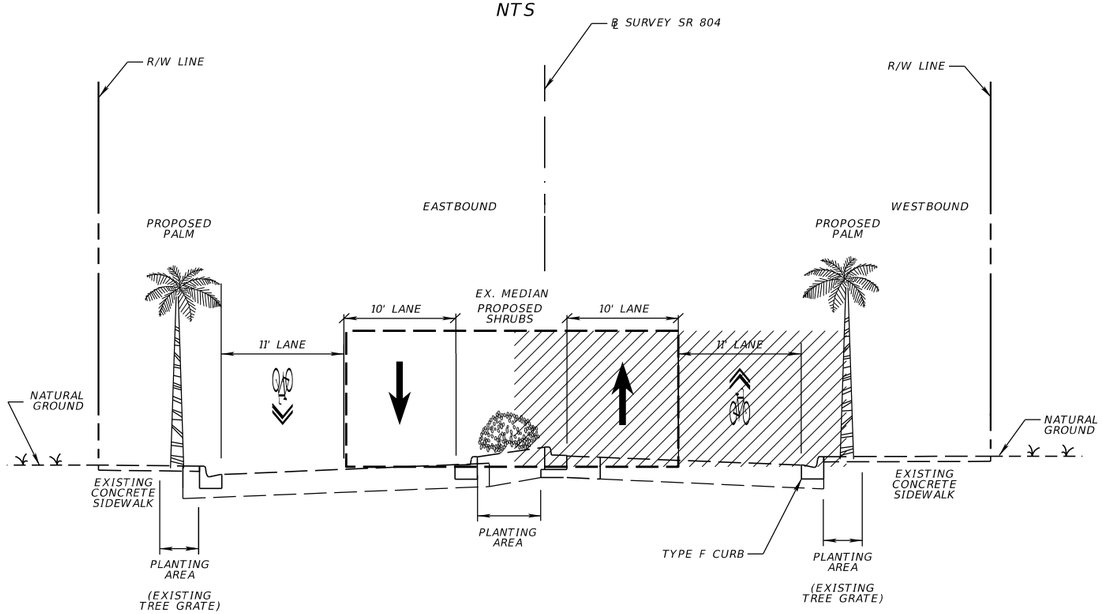
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TYPICAL SECTION

SR 804 Boynton Beach Blvd. east of I-95 to US-1

NTS



TYPICAL SECTION

SR 804 Boynton Beach Blvd. east of I-95 to US-1

NTS

PHASE 1:

1. PRIOR TO PHASE 1 CONSTRUCTION ACTIVITIES AND DURING OFF-PEAK, SET UP TRAFFIC CONTROL DEVICES, TEMPORARY SIGNS, CHANNELIZING DEVICES, PCMS. AS NECESSARY PER FDOT STANDARD PLANS INDICES 102-600, 102-613, AND 102-661.

2. MAINTAIN PEDESTRIAN TRAFFIC IN ACCORDANCE TO INDEX 102-660.

3. THIS WILL BE A MOVING WORK ZONE FROM THE SOUTHWEST CORNER IN AN EASTBOUND DIRECTION TO THE SOUTHEAST END OF THE PROJECT. WORK ZONE WILL SHIFT UP TO NORTHEAST CORNER. WORK ZONE WILL MOVE WESTBOUND FROM THE NORTHEAST CORNER TO THE NORTHWEST CORNER OF THE PROJECT.
WORK ZONE MOVING OPERATION TO BE PREFORMED PER WATER SOURCE, TO INCLUDES BUT NOT LIMITED TO THE FOLLOWING ACTIVITIES:
TREE GRATE REMOVAL AND STORAGE; IRRIGATION DIRECTIONAL BORE ROUGH IN; SOIL EXCAVATION; BACKFILL; PLANT INSTALLATION / ANCHORING / IRRIGATION COMPLETION / SOURCE CONNECTION / TESTING AND TREE GRATE REPLACEMENT.
REFER TO SEQUENCE ORDER PER WARER SOUCE ON TEMPORARY TRAFFIC CONTROL WORK ZONE LAYOUT, LD-32.

4. CONTRACTOR HAS THE OPTION OF PROVIDING A DIFFERENT WORK ZONE OPERATION FOR THE ENGINEER'S APPROVAL.

5. ANY DROP-OFF CONDITIONS CREATED SHALL BE RESTORED WITHIN THE SAME WORK PERIOD IN ACCORDANCE WITH STANDARD PLAN 102-600.

PHASE 2:

1. PRIOR TO PHASE 2 CONSTRUCTION ACTIVITIES AND DURING OFF-PEAK, SET UP TRAFFIC CONTROL DEVICES, TEMPORARY SIGNS, CHANNELIZING DEVICES, PCMS. AS NECESSARY PER FDOT STANDARD PLANS INDICES 102-600, 102-613, AND 102-661.

2. MAINTAIN PEDESTRIAN TRAFFIC IN ACCORDANCE TO INDEX 102-660 IF STILL NEEDED.

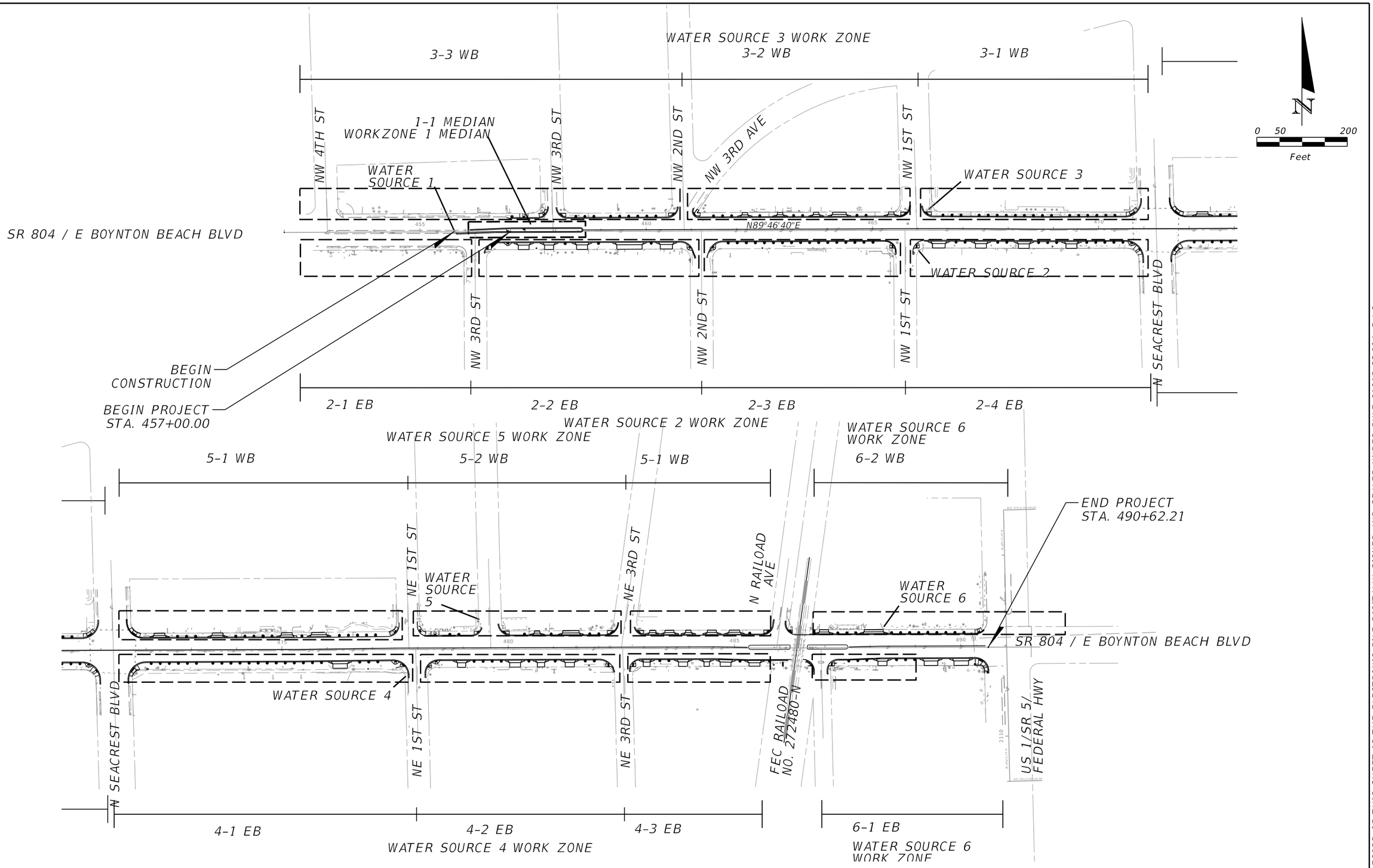
3. ONLY ONE LANE TO BE CLOSED, UNLESS PROJECT ENGINEER APPROVES TWO LANE CLOSURE.

4. ANY DROP-OFF CONDITIONS CREATED SHALL BE RESTORED WITHIN THE SAME WORK PERIOD IN ACCORDANCE WITH STANDARD PLAN 102-600.

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REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TEMPORARY TRAFFIC CONTROL TYPICAL	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ENEIDA MARTINEZ, P.E. LICENSE NUMBER: 80804 PARSONS TRANSPORTATION GROUP, INC. 500 WEST CYPRESS ROAD, SUITE 200 FT. LAUDERDALE, FL 33309	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LD-31
					SR 804	PALM BEACH	447573-1-52-01		

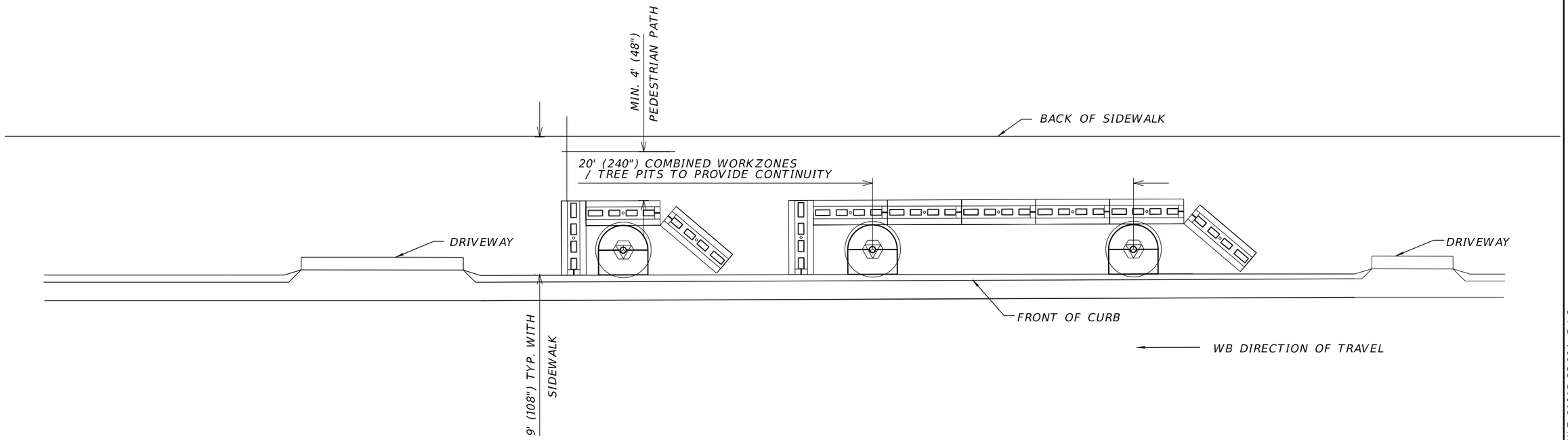
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REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TEMPORARY TRAFFIC CONTROL WORK ZONE LAYOUT	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ENEIDA MARTINEZ, P.E. LICENSE NUMBER: 80804 PARSONS TRANSPORTATION GROUP, INC. 500 WEST CYPRESS ROAD, SUITE 200 FT. LAUDERDALE, FL 33309	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LD-32
					SR 804	PALM BEACH	447573-1-52-01		

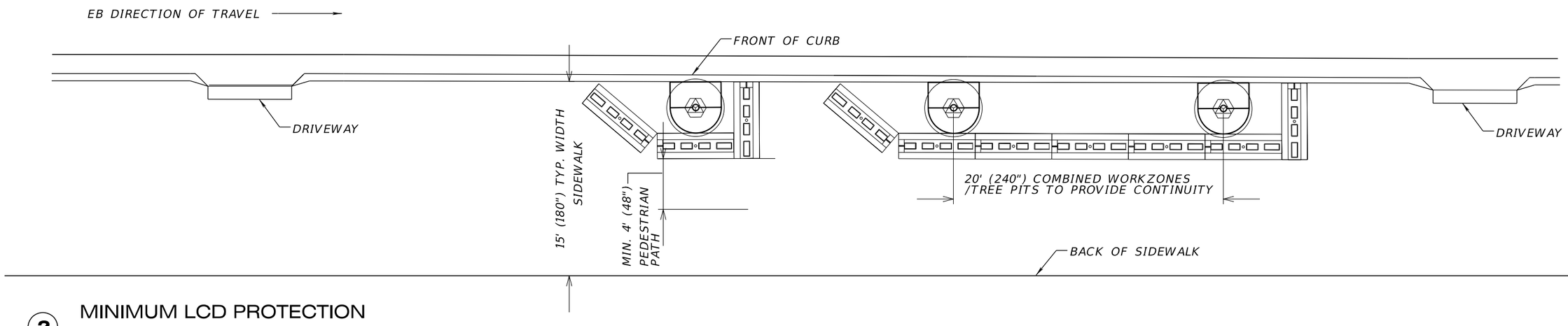
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1 MINIMUM LCD PROTECTION

NTS



2 MINIMUM LCD PROTECTION

NTS

REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TEMPORARY TRAFFIC CONTROL DETAILS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	ENEIDA MARTINEZ, P.E. LICENSE NUMBER: 80804 PARSONS TRANSPORTATION GROUP, INC. 500 WEST CYPRESS ROAD, SUITE 200 FT. LAUDERDALE, FL 33309	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LD-33
					SR 804	PALM BEACH	447573-1-52-01		

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SECTION: 93200000
FM NO: 447573-1-52-01
COUNTY: Palm Beach
STATE RD: 804

EXHIBIT C

MAINTENANCE PLAN FOR LANDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the DISTRICT (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

Please see attached

MAINTENANCE PLAN
Landscape Improvements

Project State Road No(s):	**SR-804/Boynton Beach Blvd. from East of SR-9/I-95 (M.P. 8.416) to SR-5/US-1 (MP. 9.125)**
FM Number:	**447573-1-52-01, Section 93200000**
RLA of Record:	**Brian R. Shore, RLA**
Maintaining Agency:	**City of Boynton Beach**
Date:	**July 16, 2025**

PART I. GENERAL MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:

WATERING REQUIREMENTS
Watering is a critical concern for not only the maintenance of healthy plant material but also for observing water conservation practices. The amount of water to apply at any one time varies with the weather, drainage conditions and water holding capacity of the soil. For plant materials that have been established, it is imperative that any mandated water restrictions be fully conformed to on FDOT roadways.

Proper watering techniques should provide even and thorough water dispersal to wet the entire root zone, but not saturate the soil or over-spray onto travel lanes.

IRRIGATION SYSTEM
The Agency shall ensure there are no roadway overspray or irrigation activities during daytime hours (most notably “rush hour” traffic periods). It is imperative the irrigation controller is properly set to run early enough that the watering process will be entirely completed before high traffic periods, while adhering to mandated water restrictions. To ensure water conservation, the Agency shall monitor the system for water leaks and the rain sensors to ensure they are functioning properly so that the system shuts down when there is sufficient rainfall.

MULCHING
Mulch planting beds to prevent weed growth, retain moisture to the plants, protect against soil erosion and nutrient loss, maintain a more uniform soil temperature, and improve the appearance of the planting beds. Do not mound mulch against the trunks of trees, palms, and the base of shrubs to allow air movement which aids in lowering disease susceptibility. Cypress mulch is prohibited on state right of way.

INTEGRATED PLANT MANAGEMENT
An assessment of each planting area’s soil is recommended to periodically determine the nutrient levels needed to sustain healthy, vigorous plant growth.

Palms, shrubs, trees, and turf areas shall be fertilized in such a manner and frequency to ensure that the plant material remains healthy and vigorously growing. Please be alert to changes in fertilization types per University of Florida, Institute of Food and Agricultural Services (I.F.A.S.) recommendations. Establishment of an integrated pest management program is encouraged to ensure healthy plants, which are free of disease and pests.

PRUNING
All pruning, and the associated safety criteria, shall be performed according to American National Standard Institute (ANSI) A300 standards and shall be supervised by an International Society of Arboriculture (ISA) Certified Arborist. Pruning shall be carried out with the health and natural growth of

plant materials in mind, to achieve the FDOT requirements for maintaining clear visibility for motorists, and provide vertical clearance for pedestrian, bicyclist, and truck traffic where applicable. Visibility windows must be maintained free of view obstructions, and all trees and palms must be maintained to prevent potential roadway and pedestrian hazards. All palms are to be kept fruit free. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) are to be mature height in compliance with the *FDM Window Detail*. Vertical clear zones for vegetation heights over roadways and sidewalks must meet the requirements of the *FDOT Maintenance Rating Program* (MRP) standards. See Reference pages. The R.L.A. of Record will provide the specific pruning heights for mature or maintained height and spread of all plant material to achieve the design intent shall be noted in Part II., Specific Project Site Maintenance Requirements and Recommendations.

STAKING AND GUYING
All staking materials are to be removed after one year or as directed by the RLA of Record.). Any subsequent staking and guying activities by the Agency must adhere to *FDOT Standard Plans* guidelines (See Index 580-001). The Agency shall closely monitor staking and guying attachment materials so that they are securely fastened to avoid potential roadway hazards.

TURF MOWING
All grassed areas are to be mowed and trimmed with sufficient frequency to maintain a deep, healthy root system while providing a neat and clean appearance to the urban landscape. All turf efforts, mowing, curb/sidewalk edging and turf condition, must at a minimum, meet *FDOT Maintenance Rating Program* (MRP).

LITTER CONTROL
The project site shall remain as litter free as practicable. It is recommended to recycle this litter to avoid unnecessary waste by its reuse. Litter removal efforts must meet *FDOT Maintenance Rating Program* (MRP) standards.

WEEDING/HERBICIDE
All planting areas shall be maintained as weed free as practicable by enlisting integrated pest management practices in areas specified on the plans and maintaining proper mulch levels. Extreme care is recommended when using a chemical herbicide to avoid overspray onto plant materials. It is the applicator's responsibility to restore any damage resulting from overspray to the plantings, per the approved plans.

PLANT REPLACEMENT
Plant replacement shall be the same species and specification as the approved plan. Move and replace all plant materials that may conflict with utility relocations and service. Only plants graded Florida #1 or better, per the *Florida Department of Agriculture and Consumer Services, Grades and Standards for Nursery Plants* are permitted on FDOT roadways. Should it become necessary to change the species, a permit is required from FDOT for approval by the FDOT District Landscape Architect.

TREE CELL STRUCTURES
Underground tree cells shall be maintained in such a manner as to prolong the life of the structure and prevent potential safety hazards. If the structures fail or become damaged, they shall be replaced with the same type and specification as the approved plan.

LANDSCAPE ACCENT LIGHTING
Landscape accent lighting shall be maintained in such a manner as to prolong the life of the lighting fixture and prevent potential safety hazards. If the lighting fixtures and their system become damaged,

they shall be replaced with the same type and specification as the approved plan. Landscape lighting shall meet requirements for the sea turtle nesting and hatching.

HARDSCAPE (SPECIALTY SURFACING)
All tree grates and specialty surfacing (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the surfacing and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current FDOT Maintenance Rating Program Handbook for a sidewalk; ADA accessible sidewalk; and FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on The State Highway System. If the specialty surfacing or tree grates become damaged, they shall be replaced with the same type and specification as the approved plan.

HARDSCAPE (CONCRETE PAVERS)
All concrete pavers (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the pavers. Final surface tolerance from grade elevations shall, at a minimum, meet the most current *Interlocking Concrete Pavement Institute (ICPI)*, *Guide Specifications for Pavers on an Aggregate Base, Section 23 14 13 Interlocking Concrete Pavers*, Part 3.05. If the concrete pavers become damaged, they shall be replaced with the same type and specification as the approved plan.

It shall be the responsibility of the AGENCY to maintain all signs located within a non-standard surfacing area. Such maintenance to be provided by the AGENCY shall include repair and replacement of the sign panel, post, and base.

HARDSCAPE (NON-STANDARD TRAVELWAY SURFACING)
It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway, including asphalt pavement (if applicable), caused, or contributed by the installation or failure of non-standard surfacing, and/or the header curb, on the Department of Transportation right of way within the limits of this Agreement. Pavement restoration areas or “patches” will have a minimum length of 10-ft, measured from the edge of the header curb, and a width to cover full lanes for each lane affected by the restoration.

Pavement restoration will be performed in accordance with the most current edition of the *FDOT Standard Specifications for Road and Bridge Construction*, and the *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*.

SITE FURNISHINGS
Site furnishing such as Trash Receptacles, Benches, Bollards and Bicycle Racks shall be maintained in such a manner as to prolong the life of the fixture and prevent potential safety hazards. If the fixtures and their overall function and mounting systems become damaged, they shall be replaced with the same type and specification as the approved plan.

ARTIFICIAL OUTDOOR TURF/SYNTHETIC GRASS (IF APPLICABLE)
Artificial turf/synthetic grass, shall be maintained free of debris accumulation both for reasons of safety as well as aesthetics. Stains or spills should be addressed as early as possible to prevent the stain from setting in. Pet waste should be removed or cleaned promptly to prevent stain, odor and other pet waste issues. Regular inspection for signs of wear, tears, or other damage, especially along seams, should be conducted and appropriate remedial action taken, such as replacing with same type and/or specification as what is called for in the approved plan.

MAINTENANCE OF TRAFFIC CONTROL
Reference the FDOT website regarding the selection of the proper traffic control requirements to be provided during routine maintenance and / or new installations of this DOT roadway.

VEGETATION MANAGEMENT AT OUTDOOR ADVERTISING (ODA)
(IF APPLICABLE)

To avoid conflicts with permitted outdoor advertising, please reference the State of Florida website regarding the vegetation management of outdoor advertising. This website provides a portal to search the FDOT Outdoor Advertising Inventory Management System Database. The database contains an inventory of outdoor advertising structures, permits and other related information maintained by the Department.

Also, reference the *Florida Highway Beautification Program* website link for *Vegetation Management at ODA signs* Florida Statutes and Florida Administrative Code related to vegetation management at outdoor advertising sign, permit applications for vegetation management and determining mitigation value of roadside vegetation.

PART II. SITE SPECIFIC PROJECT MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:

1. The improvements include palm planting, including irrigation at locations along the corridor within trees grates and medians.

2. Tree grate palms shall be periodically inspected on a regular basis to maintain health, vigor and pruning of fronds for safety conditions. Median plantings shall be inspected quarterly for safety and visibility, including health, vigor and pruning. Median areas shall maintain a minimum of two (2) inches of mulch to maintain weed control, moisture control and visual aesthetics. All areas address any issues identifying health concerns by monitoring watering volumes, pest control and fertilization. Weed control shall be monitored monthly to keep those areas free of weeds.

3. Evaluate plant material on a regular basis for pests, diseases, drought stress or general decline. If required, follow the integrated pest management program established by the Agency to ensure healthy plants.

4. To maintain the intended appearance of all plant material, apply the latest palm fertilizer or shrub fertilizers recommended by the University of Florida IFAS Extension per the manufacturer's specifications.

5. Groundcover and shrub horizontal growth shall be maintained to prevent foliage from growing beyond the limits of the planting areas shown on the plan. Maintain shrubs per Florida Design Manual Section 212 and 215. Maintain foliage setback to back of curb and/or other hardscape improvements.

REFERENCES (April 2025)

This reference list is provided as a courtesy and may not contain the most current websites.
The most current references must be accessed for up-to-date information.

Accessible Sidewalk (ADA)

- *Accessible Sidewalks and Street Crossing https://www.fdot.gov/docs/default-source/roadway/ada/ADABrochure0610.pdf*
- *Sidewalks and Trails* https://www.fdot.gov/roadway/ada/sidewalksandtrails.shtm
- *ADA Standards for Accessible Design* https://www.ada.gov/law-and-regs/design-standards/

American National Standard Institute, *ANSI A300, (Part 1) for Tree Care Operations – Trees, Shrub, and Other Woody Plant Maintenance – **Standard Practices (Pruning)***, available for purchase http://webstore.ansi.org / https://tcimag.tcia.org/training/introducing-the-newly-designed-ansi-a300-tree-care-standards/

Building Codes & Standards, Florida Department of Community Affairs (DCA),
2017 Florida Building Code, Chapter 11 Florida Accessibility Code for Building Construction Part A
http://www.floridabuilding.org/fbc/workgroups/Accessibility_Code_Workgroup/Documentation/CHAPTER_11_w_fla_specifics.htm

Florida Dept. of Agriculture and Consumer Services, Division of Plant Industry, ***Florida Grades and Standards for Nursery Plants 2022*** https://sfyl.ifas.ufl.edu/media/sfylifasufledu/hillsborough/docs/pdf/environmentalhort/grades-and-standards-for-nursery-plants-2022.pdf

FDOT Maintenance Specifications Workbook *https://www.fdot.gov/programmanagement/maintenance*

- *Section 580 Landscape ttps://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/specifications/by-year/2016/july-2016/workbook/sp5800000.pdf?sfvrsn=48b20d4f_0*

FDOT Standard Plans *for Design, Construction, Maintenance and Utility Operations on the State Highway System, Standard Plans - FY 2024-25 https://www.fdot.gov/design/standardplans/current*

- *Index Series 102-600 Traffic Control through Work Zones*
- *Index 580-001 Landscape Installation*
- *Index 591-001* Landscape Irrigation Sleeves

FDOT Design Manual *for Design, Construction, Maintenance and Utility Operations on the State Highway System, https://www.fdot.gov/roadway/fdm/default.shtm*

- *Chapter 212.11 Clear Sight Triangles*
- *Chapter 215.2.3 Clear Zone Criteria and 215.2.4 Lateral Offset, Table 215.2.1 Clear Zone Width, Table 215.2.2 Lateral Offset Criteria (for Trees)*

FDOT Landscape Architecture Website
https://www.fdot.gov/roadway/landscape-architecture/landscape-architecture-programs

FDOT Maintenance Rating Program Handbook https://www.fdot.gov/maintenance/maintratingprogram.shtm

FDOT Outdoor Advertising Database https://www.fdot.gov/rightofway/OutdoorAdvertising.shtm/new-outdoor-advertising-site

Florida Exotic Pest Plant Council Invasive Plant Lists
https://www.floridainvasives.org/plant-list/2023-invasive-plant-species/

Florida Irrigation Society http://www.fisstate.org

Florida Power and Light (FPL) - *Right Tree, Right Place* http://www.fpl.com/residential/trees/right_tree_right_place.shtml

SECTION: 93200000
FM NO: 447573-1-52-01
COUNTY: Palm Beach
STATE RD: 804

EXHIBIT D

LETTER OF INTENT

City of Boynton Beach

PUBLIC WORKS DEPARTMENT
Engineering Division
100 E. Ocean Avenue
Boynton Beach, FL 33435
PHONE: (561) 742-6244

LETTER OF INTENT TO ENTER INTO A LANDSCAPE MAINTENANCE AGREEMENT

This letter is to confirm the intent of the City of Boynton Beach, Florida ("Maintaining Agency") to maintain all landscape materials furnished by the Department of Transportation ("FDOT") located in the Right of Way of SR 804 (Boynton Beach Boulevard) from NW 3rd Street to US-1/Federal Highway, for FM # 447573-1-SR 804 Boynton Beach – Standalone Landscape Project ("the Project"). The limits of this landscape maintenance are all landscaped arterial medians and irrigation.

To support the Project, the City of Boynton Beach commits to the following:

An Existing **District 4 Landscape Maintenance Agreement** will be amended and formalized between FDOT and the City of Boynton Beach approximately four months prior to the Project's Biddability Complete Phase, which is scheduled for January 2026.

For the purpose of this commitment, Landscape Maintenance shall mean the keeping of landscape healthy, clean, attractive, periodic weeding, fertilizing, shrub pruning, improving the topsoil and the operations and maintenance of the irrigation system.

Based upon the intent of the Maintaining Agency to maintain the landscape, the FDOT will develop the landscape plans for the areas described above.

This **Commitment of Landscape Maintenance** directed to FDOT is contingent upon review and acceptance of the Design Plans and Final Construction Documents by the City of Boynton Beach, prior to the Constructability Submittal. The Plans and Documents for this effort will conform to FDOT standards and specifications. The City of Boynton Beach will verify community support for the landscape project.

If the Maintaining Agency fails to execute an Agreement, the landscape project will not be constructed.

Daniel Dugger
Maintaining Agency Representative (Print)

6/16/25
Date

Signature

City Manager of the City of Boynton Beach
Title

Kaylee Kildare
FDOT District Landscape Manager (Print)

06/18/2025 | 9:38 AM EDT
Date

DocuSigned by:
Kaylee Kildare
AA454451F688470...
Signature

06/18/2025 | 9:38 AM EDT

EXHIBIT E - APPROXIMATE COST FOR LANDSCAPE IMPROVEMENTS

Prepared By: Miller Legg

8/25/2025

Cost Estimate - Constructability

FM# 447573-1-52-01 - SR-804/Boynton Beach Blvd. From East of SR-9/I-95 to SR-5/US-1

MOBILIZATION 101-1						
101-1	Moblization	1	LS	10.0%		$82,902.71
				Subtotal		***$82,902.71***
MAINTENANCE OF TRAFFIC (VAROUS PAY ITEMS)						
102-1	Maintenance of Traffic	1	LS/DA	8%		$61,409.41
102-60	Work Zone Sign	600	ED	$0.24		$144.00
102-74-1	Channelizing Device, Types I, II, DI, VP, DRUM, OR LCD	10000	ED	$0.12		$1,200.00
102-76	Arrow Board/ Advance Warning Arrow Panel	200	ED	$5.84		$1,168.00
102-99	Portable Changeable Message Sign, Temporary	242	ED	$10.54		$2,550.68
102-115	Type III Barricade	1000	ED	$0.28		$280.00
102-74-8	CHANNELIZING DEVICE- PEDESTRIAN LCD (LONGITUDINAL CHANNELIZING DEVICE)	112800	FD	$0.05		$5,640.00
				Subtotal		***$72,392.09***
LANDSCAPE COMPLETE- SMALL PLANTS 580-1-1						
580-1-1	Small Plants Complete	1	LS			$31,228.00
				Subtotal		***$31,228.00***
LANDSCAPE COMPLETE- LARGE PLANTS 580-1-2						
580-1-2	Large Plants Complete	1	LS			$349,200.00
	Includes excavation and soil replacement			***Subtotal***		***$349,200.00***
IRRIGATION SYSTEMS 590-70						
590-70	Irrigation System Complete	1	LS			$376,206.98
				Subtotal		***$376,206.98***
				Landscape / Irrigaiton Subtotal		***$756,634.98***
Project Grand Total						***$911,929.78***

LANDSCAPE COMPLETE- SMALL PLANTS 580-1-1

SYM	QTY	BOTANICAL NAME	COMMON NAME	SIZE/SPECS	SPACING	UNIT OF MEASURE	UNIT PRICE	TOTAL
FM	1688	Ficus Microcarpa	Dwarf Ficus	10"x10", 1 Gal	16" OC	EA	$18.50	**$31,228.00**
Total	1688						***Subtotal Plant Material***	**$31,228.00**
Total							***Subtotal Small Plants 580-1-1***	**$31,228.00**

LANDSCAPE COMPLETE- LARGE PLANTS 580-1-2

SYM	QTY	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS	SPACING / SIZE	UNIT OF MEASURE	UNIT PRICE	TOTAL
PE	141	Ptychosperma elegans	Solitaire Palm	16' CT, FL. Fancy	Per Plan	EA	$800.00	**$112,800.00**
				Excavation 4'x4'x2'	32 ($18.75)	CF	$600.00	**$84,600.00**
				Soil Embankment (Planting Soil) 4'x4'x1'	16 ($37.50)	CF	$600.00	**$84,600.00**
				Establishment 2 years (24 Months)	24	MONTH	$2,800.00	**$67,200.00**
				The above excavation, soil embankment and establishment are activites per 141 locations				
Total	141						***Subtotal Plant Material***	**$349,200.00**
Total							***Subtotal Large Plants 580-1-2***	**$349,200.00**

IRRIGATION 590-70

ITEM	QTY		UNIT OF MEASURE	UNIT PRICE	TOTAL
Lateral Line	6,384	Directional Bore Polyethylene Lateral Pipe	LF	$50.00	**$319,200.00**
Pressure Regulator	5		EA	$120.00	**$600.00**
Drip Ring	141		EA	$170.00	**$23,970.00**
Drip Line	1180		LF	$3.25	**$3,835.00**
Sleeve	42	Directional Bore Sleeve	LF	$50.00	**$2,100.00**
Mainline	82	PVC Schedule 40	LF	$28.00	**$2,296.00**
Rain Sensor	5		EA	$65.00	**$325.00**
Contoller	5		EA	$800.00	**$4,000.00**
Valve	5		EA	$600.00	**$3,000.00**
Basket Filter	5		EA	$600.00	**$3,000.00**
Backflow Preventer	5		LF	$1,500.00	**$7,500.00**
Miscellaneous work	1	Incidental and connection to existing services	LS	$6,380.98	**$6,380.98**
Total				***Subtotal Irrigation***	**$376,206.98**
Total				***Subtotal Irrigation 590-70***	**$376,206.98**

SECTION: 93200000
FM NO: 447573-1-52-01
COUNTY: Palm Beach
STATE RD: 804

EXHIBIT F

RESOLUTION

This Exhibit forms an integral part of the DISTRICT 4 LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

Please see attached

RESOLUTION NO. R05- 165

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING EXECUTION OF A MAINTENANCE MEMORANDUM OF AGREEMENT FOR THE MEDIAN IMPROVEMENTS TO BE COMPLETED WITH THE BOYNTON BEACH BOULEVARD RESURFACING PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) has been developing roadway plans for the resurfacing of Boynton Beach Boulevard from Old Boynton Road to Federal Highway; and

WHEREAS, the project will include median improvements and landscaping, modification of some intersections, traffic signal modifications and street light improvements; and

WHEREAS, staff has been coordinating with FDOT consultant engineers on several issues and now recommends that that City Commission approve the Memorandum of Agreement, a copy of which is attached hereto as Exhibit "A".

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 of the City of Boynton Beach, Florida does hereby authorize and direct the Mayor and City Clerk to execute the FDOT Maintenance Memorandum of Agreement between the City of Boynton Beach and the Florida Department of Transport for the median improvements to be completed with the Boynton Beach Boulevard resurfacing project, a copy of which is attached hereto as Exhibit "A", and incorporated herein by reference.

Section 3. That this Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 5 day of October, 2005.

CITY OF BOYNTON BEACH, FLORIDA

Jerry Taylor
Mayor

Vice Mayor

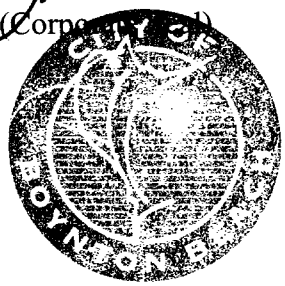
Robert Citro
Commissioner

Commissioner

Lucie E. Ferguson
Commissioner

ATTEST:

Janet M. Prainito
City Clerk
(Corporate Seal)



R05-165

SECTION NO.:	**93200**
FM NO.(s):	**403605-1-52-01**
COUNTY:	**Palm Beach**
S.R. NO.:	**804**

DISTRICT FOUR (4)
MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of November 2005 by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the **DEPARTMENT** and the **City of City of Boynton Beach,** a Florida Municipal Corporation, hereinafter called **City.**

W I T N E S S E T H:

WHEREAS, the **DEPARTMENT** has jurisdiction over **State Road 804** as part of the State Highway System; and

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain the highway facility as described in Exhibit A attached hereto and incorporated by reference herein, within the corporate limits (or unincorporated if County) of the **AGENCY**; and

WHEREAS, the **AGENCY** is of the opinion that said highway facilities that contain landscape medians and areas outside the travel way to the right of way line, excluding standard concrete sidewalk, shall be maintained by periodic trimming, cutting, weeding, mowing, fertilizing, litter pick-up, necessary replanting, irrigation repairs, and median concrete replacements as needed; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the **AGENCY** by Resolution No R05-165 dated Oct. 5, 2005, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The **DEPARTMENT** hereby agrees to install or cause to be installed landscape, irrigation and/or hardscape on the highway facilities as specified in plans and specifications hereinafter referred to as the Project and incorporated herein as Exhibit B. Hardscape shall mean any non-standard roadway, sidewalk or median surface such as, but not limited to interlocking concrete or brick pavers, stamped asphalt and stamped concrete.

2. The **AGENCY** agrees to maintain the landscape within the medians and areas outside the travel way to the right of way line by periodic trimming, cutting, mowing, fertilizing, curb and sidewalk edging, litter pickup and necessary replanting, following the **DEPARTMENT'S** landscape safety and plant care guidelines. The **AGENCY'S** responsibility for maintenance shall include all landscaped/turfed areas and areas covered with interlocking pavers or similar type surfacing (hardscape) within the median and areas within the travel way to the right of way line, including paver sidewalks, paver intersections and all paver header curbs, stamped asphalt and concrete areas. It shall be the responsibility of the **AGENCY** to restore an unacceptable ride condition of the roadway caused by the differential characteristics of the paver brick and/or the header curb on Department of Transportation right-of-way within the limits of the Project.

Such maintenance to be provided by the **AGENCY** is specifically set out as follows:
To maintain, which means the proper watering and fertilization of all plants and keeping them as free as practicable from disease and harmful insects; to properly mulch the plant beds; to keep the premises free of weeds; to mow and/or cut the grass to a proper length; to properly prune all plants which includes: (1) removing dead or diseased parts of plants, or (2) pruning such parts thereof which present a visual hazard for those using the roadway. To maintain also means removing or replacing dead or diseased plants in their entirety, or removing or replacing those that fall below original Project standards. All plants removed for whatever reason shall be replaced by plants of the same size and grade as specified in the original plans and specifications. To maintain also means to keep the hardscape areas free from weeds and replacement of any areas becoming in disrepair so as to cause a safety hazard. To maintain also means to keep litter removed from the median and areas outside the travel way to the right of way line. Plants shall be those items which would be scientifically classified as plants and include but are not limited to trees, grass, or shrubs.

If it becomes necessary to provide utilities to the median or side areas (water/electricity) for these improvements, all costs associated with irrigation maintenance, impact fees and connections as well as on-going cost of water are the maintaining **AGENCY'S** responsibility.

The above named functions to be performed by the **AGENCY,** may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding, repayment, reworking or agreement termination. The **AGENCY** shall not change or deviate from said plans without written approval of the **DEPARTMENT**.

3. If at any time after the **AGENCY** has assumed the landscape installation and/or maintenance responsibility above-mentioned, it shall come to the attention of the **DEPARTMENT'S** District Secretary that the limits or a part thereof is not properly maintained pursuant to the terms of this Agreement, said District Secretary may at his option issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY,** to place said

AGENCY on notice thereof. Thereafter the **AGENCY** shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the **DEPARTMENT** may at its option, proceed as follows:

(a) Maintain the landscape or a part thereof, with **DEPARTMENT** or contractor's personnel and invoice the **AGENCY** for expenses incurred, or

(b) Terminate the Agreement in accordance with Paragraph 7 of this Agreement and remove, by **DEPARTMENT** or contractor's personnel, all of the landscape/hardscape installed under this Agreement or any preceding agreements except as to trees and palms and charge the **AGENCY** the reasonable cost of such removal.

4. It is understood between the parties hereto that the landscape covered by this Agreement may be removed, relocated or adjusted at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the adjacent state road be widened, altered or otherwise changed to meet with future criteria or planning of the **DEPARTMENT**. The **AGENCY** shall be given sixty (60) calendar days notice to remove said landscape after which time the **DEPARTMENT** may remove same. All permits (including tree permits), fees, and any mitigation associated with the removal, relocation or adjustments of these improvements are the maintaining **AGENCY'S** responsibility.

5. The **DEPARTMENT** agrees to enter into a contract for the installation of landscape Project for an amount not to exceed $ $ 18,600.00 as defined in Exhibit C.

The **DEPARTMENT'S** participation in the Project cost, as described in Exhibit C is limited to only those items which are directly related to this Project. The **AGENCY** shall be invited to assist the **DEPARTMENT** in final inspection at the end of the contractor's 365 day warranty and establishment period.

6. The **AGENCY** agrees to reimburse the **DEPARTMENT** all monies expended for the Project, should the landscape/hardscape areas fail to be maintained in accordance with the terms and conditions of this Agreement.

7. This Agreement may be terminated under any one (1) of the following conditions:

(a) By the **DEPARTMENT**, if the **AGENCY** fails to perform its duties under Paragraph 3, following ten (10) days written notice.

(b) By the **DEPARTMENT**, for refusal by the **AGENCY** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **AGENCY** in conjunction with this Agreement.

8. The term of this Agreement commences upon execution.

9. To the extent permitted by law, the **AGENCY** shall indemnify and hold harmless the **DEPARTMENT**, its officers and employees from all suits, actions, claims and liability arising out of the **AGENCY'S** negligent performance of the work under this agreement, or due to the failure of the **AGENCY** to maintain the Project in conformance with the standards described in Section 2 of this Agreement

10. The **AGENCY** may construct additional landscape/hardscape within the limits of the rights-of-ways identified as a result of this document, subject to the following conditions:

    (a) Plans for any new landscape/hardscape shall be subject to approval by the **DEPARTMENT**. The **AGENCY** shall not change or deviate from said plans without written approval by the **DEPARTMENT**.

    (b) All landscape shall be developed and implemented in accordance with appropriate state safety and road design standards;

    (c) The **AGENCY** agrees to comply with the requirements of this Agreement with regard to any additional landscape installed;

    (d) No change will be made in the payment terms established under item number five (5) of this Agreement due to any increase in cost to the **DEPARTMENT** resulting from the installation of landscape added under this paragraph.

11. This writing embodies the entire Agreement and understanding between the parties hereto and there are no other agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

12. The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) and which have a term for a period of more than 1 year.

13. The **DEPARTMENT'S** District Secretary shall decide all questions, difficulties and disputes

of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

14. This Agreement may not be assigned or transferred by the **AGENCY** in whole or part without the consent of the **DEPARTMENT**.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail.

16. Any and all notices given or required under this agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses:

If to the Department:
State of Florida Department of Transportation
3400 West Commercial Blvd.
Ft. Lauderdale, FL 33309-3421
Attention: Elisabeth A. Hassett, R.L.A.
FDOT District IV Landscape Architect

If to the Agency:
City of Boynton Beach
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33425-0310
Attention: David Kelley
City Engineer

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

AGENCY

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: Jerry Taylor
Chairperson

By: Gary O'Reilly
Transportation Development Director

Attest: Janet M. Frainto
Clerk

Maria Ritter (SEAL)
Executive Secretary

Approval as to Form — Date 10/7/05

Approval as to Form — Date 11/22/2005

Document in Edit MOA Agreement instance . . .

SECTION NO.:	**93200-000**
FM NO.(s):	**403605-1-52-01**
COUNTY:	**Palm Beach**
S.R. NO.:	**804**

EXHIBIT A

PROJECT LOCATION:
State Road **804** from **Old Boynton Road/NW 8th Street (M.P.7.786)** to **S.R. 5/US-1(M.P.9.115)**.

SECTION NO.:	**93200-000**
FM NO.(s):	**403605-1-52-01**
COUNTY:	**Palm Beach**
S.R. NO.:	**804**

EXHIBIT B

The **DEPARTMENT** agrees to install the Project with a contractor in accordance with the plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by _____

Dated _____.

SECTION NO.:	**93200-000**
FM NO.(s):	**403605-1-52-01**
COUNTY:	**Palm Beach**
S.R. NO.:	**804**

EXHIBIT C

PROJECT COST

This Exhibit forms an integral part of the DISTRICT FOUR (4) HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

Dated _____

I. **APPROXIMATE PROJECT COST**: $ $ 18,600.00

The City of Boynton Beach

City Clerk's Office
100 E BOYNTON BEACH BLVD
BOYNTON BEACH FL 33435
(561) 742-6060
FAX: (561) 742-6090
e-mail: prainitoj@ci.boynton-beach.fl.us
www.boynton-beach.org

October 7, 2005

ELISABETH A HASSETT
DISTRICT IV LANDSCAPE ARCHITECT
FLORIDA DEPT OF TRANSPORTATION
PLANNING & ENVIRONMENTAL MANAGEMENT
3400 WEST COMMERCIAL BOULEVARD
FT LAUDERDALE FL 33309-3421

RE: RESOLUTION NO. R05-165 - DISTRICT 4 MAINTENANCE MEMORANDUM OF AGREEMENT FOR SR 804 FROM OLD BOYNTON ROAD/NW 8TH STREET TO SR 5/US-1)

Dear Ms. Hasset:

As directed in your letter to Mr. David Kelley on September 8th, enclosed are four (4) partially executed original memoranda as described above. I have also included a certified copy of Resolution No. R05-165.

When the documents have been fully executed, please return one original to my office for our Central File. Thank you.

Very truly yours,

CITY OF BOYNTON BEACH

Janet M. Prainito

Janet M. Prainito, CMC
City Clerk

Attachments

c: Jeff Livergood, David Kelley, Central File

S:\CC\WP\AFTER COMMISSION\Other Transmittal Letters After Commission\2005\FDOT - MAINTENANCE MEMORANDA DISTRICT IV - 10-07-05.doc

Florida Department of Transportation

JEB BUSH
GOVERNOR

Planning & Environmental Management
3400 West Commercial Boulevard
Fort Lauderdale, Fl 33309-3421
Telephone: (954) 777-4330
Fax: (954) 777-4310

DENVER J. STUTLER, JR.
SECRETARY

SEP 12 2005
ENGINEE

September 8, 2005

Mr. David Kelley
City Engineer
City of Boynton Beach
100 E. Boynton Beach Blvd.
Boynton Beach, Florida 33425-0310

Dear Mr. Kelley:

RE: District Four (4) Maintenance Memorandum of Agreement (MOA) for SR 804 from Old Boynton Road/NW 8th Street (M.P.7.786) to S.R. 5/U.S-1 (M.P.9.115)

Enclosed are four original MOA that reflect the landscape improvements that will be constructed for State Road 804 in the City of Boynton Beach under State Financial Project Number 403605-1-52-01.

Please have these executed by the City Commission at their earliest convenience returning all to me, with one sealed copy of the Resolution approving such action. Gerry O'Reilly, P.E., the Department's Transportation Development Engineer District IV, will execute and date the originals returning one for your file.

Important: Please do not fill in the date on the first paragraph on page one.

Call me at 954-777-4219 if I can be of further help.

Sincerely,

Elisabeth A. Hassett
District IV Landscape Architect

CC: Scott Edgar, FDOT, File

ESTIMATE FOR LUMP SUM ITEM FOR LANDSCAPE
FP ID 403605-1-52-01
STATE ROAD 804 (BOYNTON BEACH BLVD): FROM OLD BOYNTON ROAD TO SR-5/US-1

PAY ITEM	DESCRIPTION	UNIT	QTY	PRICE/UNIT	TOTAL
581-1-1	LANDSCAPE COMPLETE (SMALL PLANTS) Euphorbia millii "Rosy" (*Dwarf Crown of Thorns) 1 gallon cans, 12" spread Total: 3,100 plants at $6.00 ea = $18,600 Includes mulch, water and fertilizer.*	LS	1	$18,600.00	$18,600.00

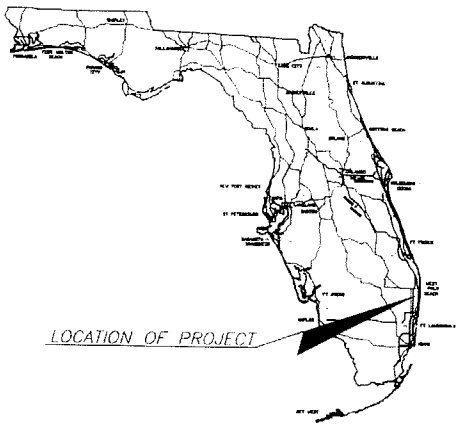
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

FINANCIAL PROJECT ID: 403605-1-52-01

PALM BEACH COUNTY
SR 804 (BOYNTON BEACH BOULEVARD)
FROM NW 8th STREET TO US#1 (S.R.#5)

LANDSCAPE PLANS



INDEX OF LANDSCAPE PLANS

SHEET NO.	SHEET DESCRIPTION
LD-1	KEY SHEET
LD-2	SUMMARY OF QUANTITIES, PLANT SCHEDULE & PAY ITEM NOTES
LD-3 to LD-15	PLANTING PLANS

PLANS PREPARED BY:

ROSENBERG GARDNER DESIGN
5190 NW 167th Street, Suite 111
MIAMI, FL 33014
(305)-670-7781
VENDOR NO. VF-135511957-001
CONTRACT NO. C-8719
CERTIFICATE OF AUTHORIZATION NO: LC0000266

PLANS PREPARED BY: KEN GARDNER
FL LA #1569

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

GOVERNING STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION,
DESIGN STANDARDS DATED JANUARY 2004,
AND STANDARD SPECIFICATIONS FOR ROAD
AND BRIDGE CONSTRUCTION DATED 2004,
AS AMENDED BY CONTRACT DOCUMENTS.

KEY SHEET REVISIONS		
DATE	BY	DESCRIPTION

LANDSCAPE PLANS
LANDSCAPE ARCHITECT OF RECORD: KEN GARDNER
L.A. NO.: 1569

PROJECT MANAGER: HENRY OAIKHENA, P.E.

FISCAL YEAR	SHEET NO.
06	LD-1

PAY ITEM NOTES:
Pay Items 580-1-1: The Contractor is responsible to complete all planting in accordance with FDOT Standard Index 544 (Landscape Installation). This includes protection of existing trees and palms shown to remain as per Tree Barricade Detail.

GENERAL NOTES:
1. The Contractor is responsible for determining the locations for all existing utilities and installing facilities so they do not conflict with existing utilities. The Contractor is directed to refer to the utility coordination notes in the roadway plans.



2. The Contractor shall comply with all state and federal requirements. The Contractor shall be responsible for obtaining all applicable permits.

3. The Contractor is responsible for clean-up of the landscaped areas of the project. This shall include, but not be limited to the removal of all debris including trash, large rocks, bottles, cans, stakes, wire, etc.

4. All plant material shall comply with horizontal clearance requirements as per the PPM, and shall comply with the clear sight requirements as per Index 546.

5. The execution of all landscape operations shall be done in accordance with the FDOT Standard Specifications.

6. A Certified Landscape Contractor, certified by the Florida Nurserymen and Growers Association, shall perform all trimming and pruning needed for trees designated to remain.

7. All landscaping and irrigation shall be maintained by the City of Boynton Beach as per the Maintenance Agreement.

SUMMARY OF QUANTITIES

PAY ITEM #	KEY	DESCRIPTION	UNIT	TOTAL		GRAND TOTAL		REMARKS
				P	F	P	F	
580-1-1		Landscape Complete (Small Plants)	LS	1		1		

PLANT SCHEDULE

Symb.	Qty.	Botanical Nomenclature	Common Name	Installed Size	Pay Size	Max. Maintained Size	Spacing	Remarks
	3100	Euphorbia millii "Rosy"	Dwarf Crown of Thorns	1 gallon cans, 12" spread	Small	18" tall	12" o.c.	

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

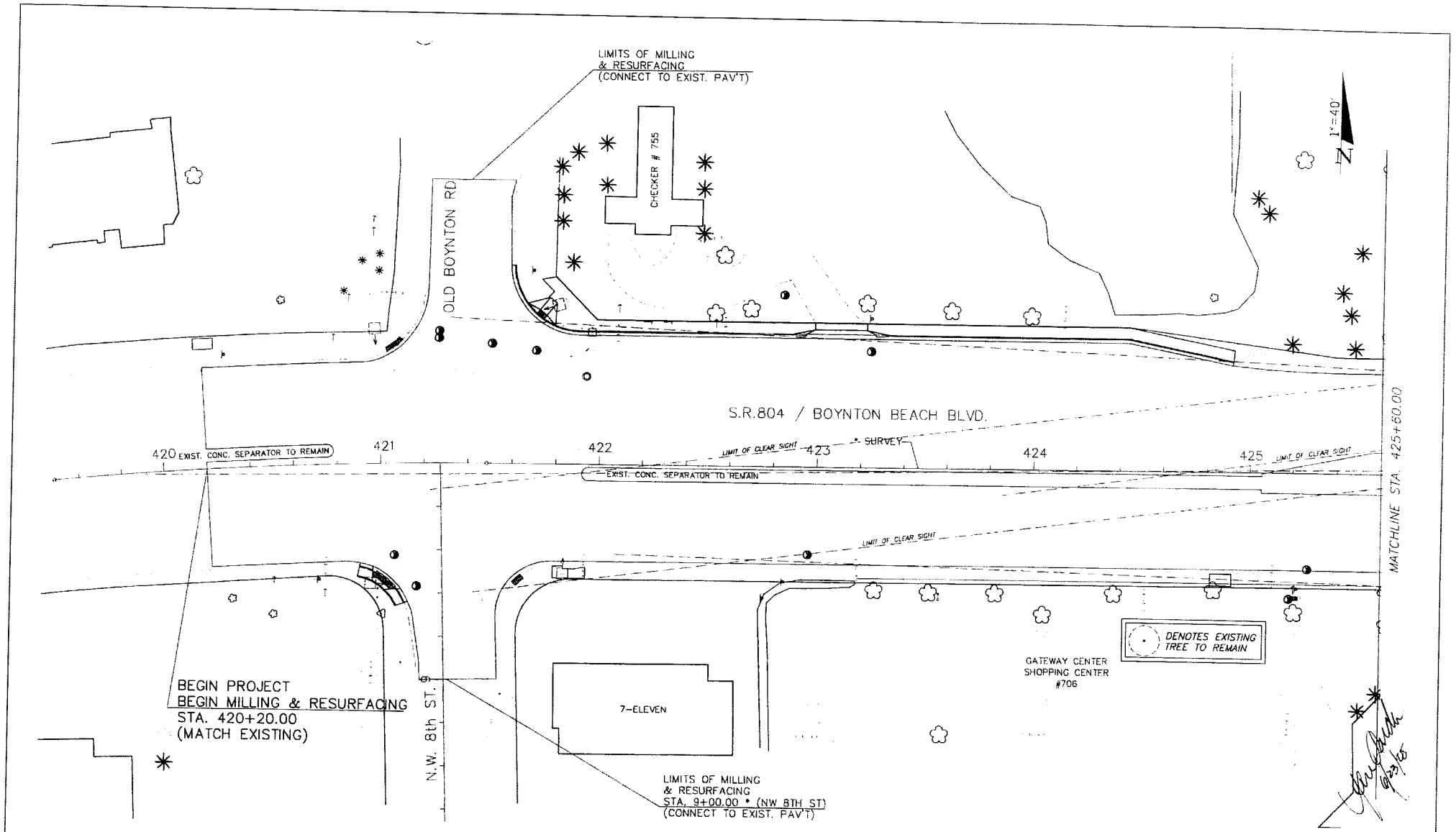
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5190 NW 167th STREET
Miami, Florida 33014
PHONE: 305-620-7781; FAX: 305-620-7787
LC#0000766
KEN GARDNER, ASLA FL LA#1569

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
804	PALM BEACH	403605-1-52-01

SUMMARY OF QUANTITIES, PLANT SCHEDULE, & PAY ITEM NOTES

SHEET NO. LD-2



REVISIONS					
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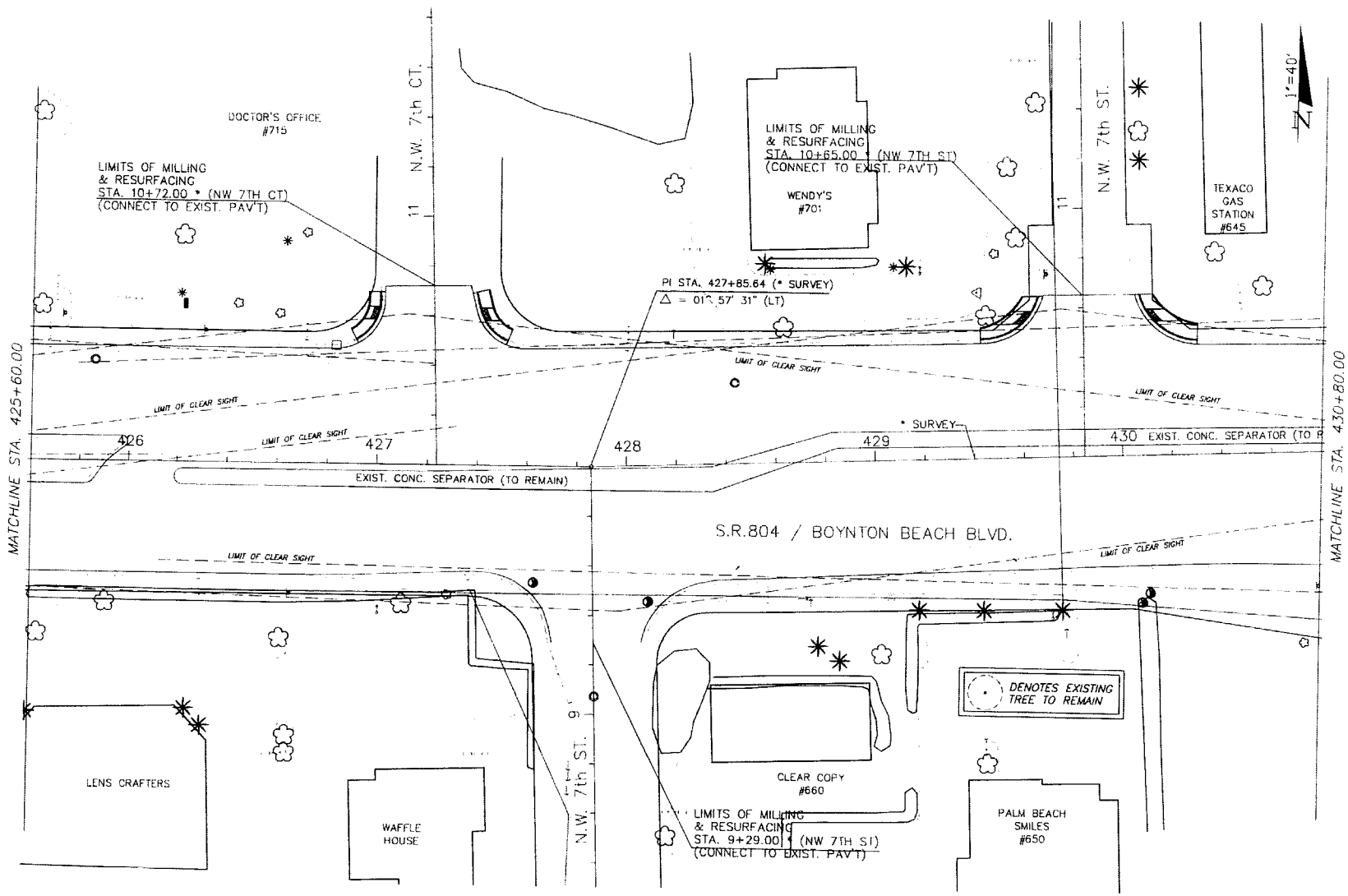
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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
804	PALM BEACH	403605-1-52-01

PLANTING PLAN

SHEET NO. LD-3



REVISIONS					
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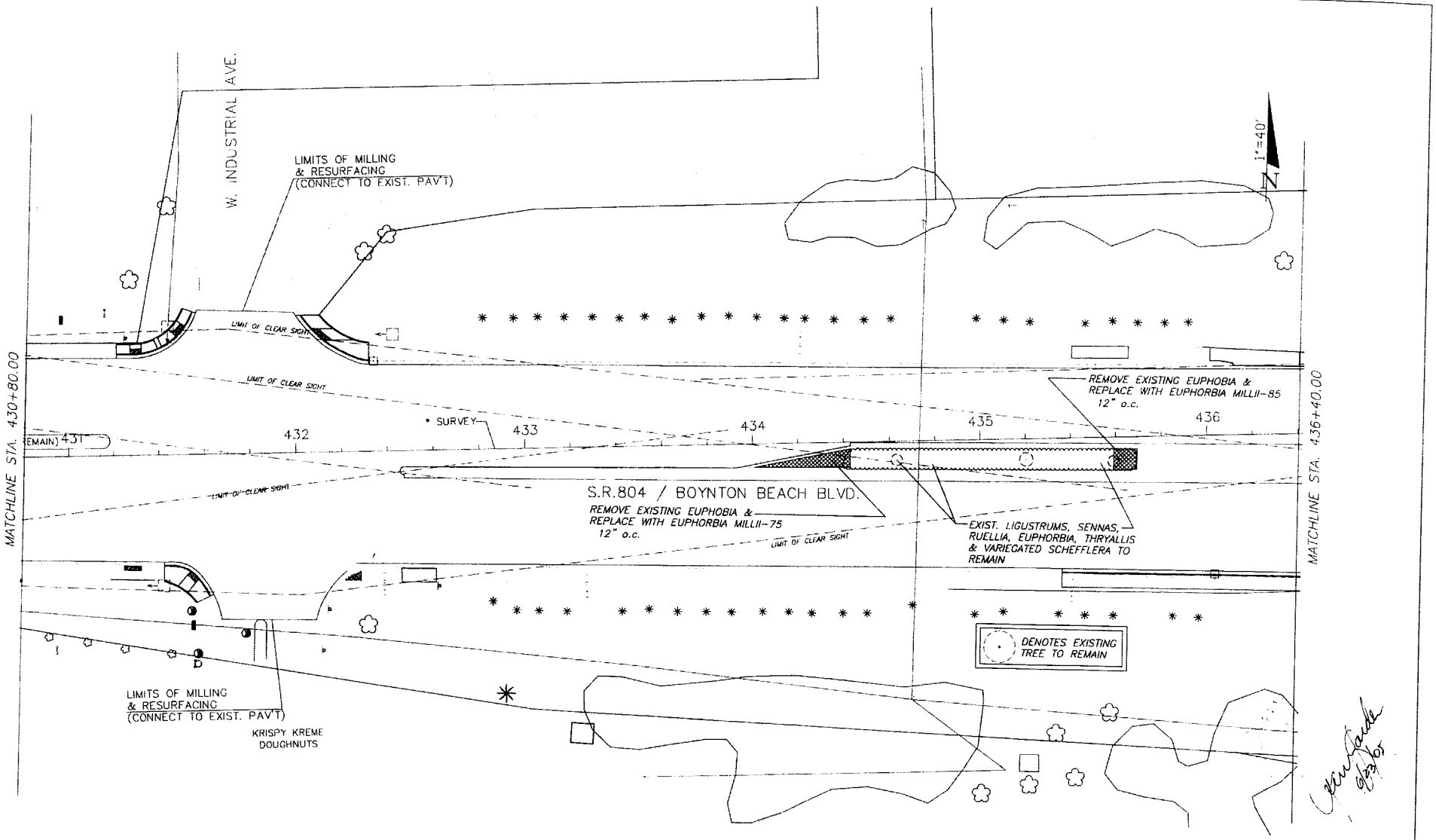
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STATE OF FLORIDA
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804	PALM BEACH	403605-1-52-01

PLANTING PLAN

SHEET NO. LD-4



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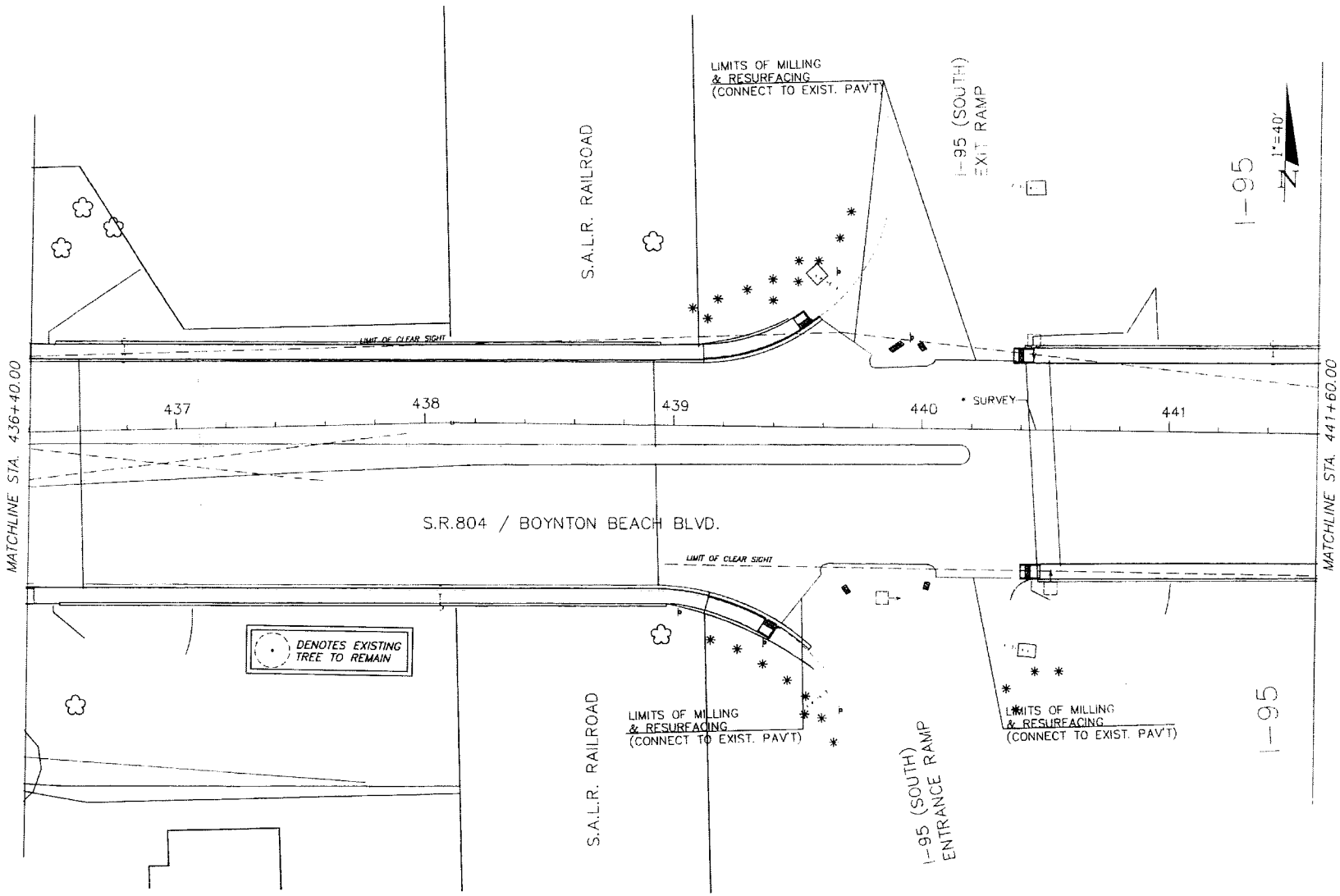
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Miami, Florida 33014
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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

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804	PALM BEACH	403605-1-52-01

PLANTING PLAN

SHEET NO. LD-5



REVISIONS

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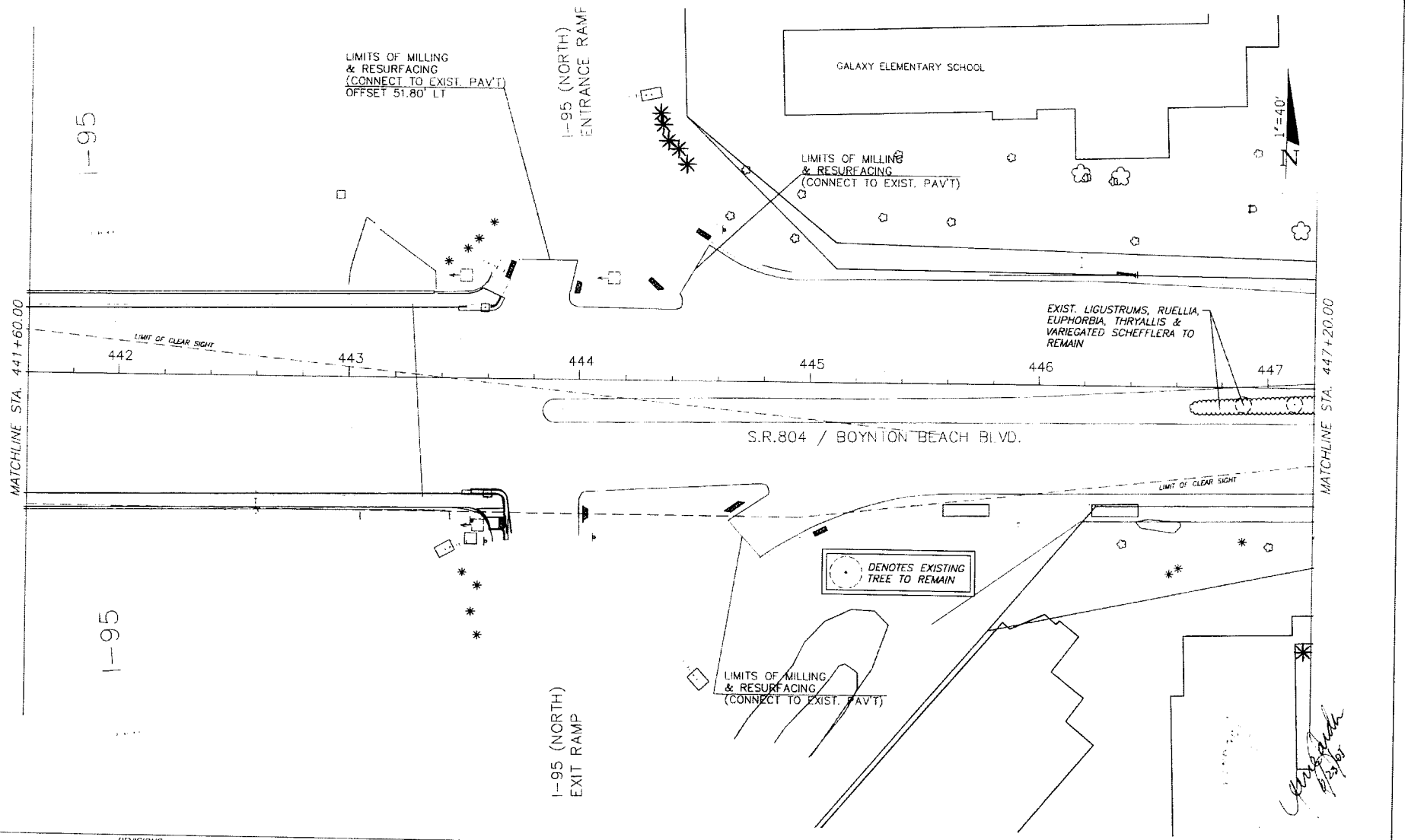
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Miami, Florida 33014
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KEN GARDNER, ASLA FL LA#1569

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
804	PALM BEACH	403605-1-52-01

PLANTING PLAN

SHEET NO. LD-6



REVISIONS					
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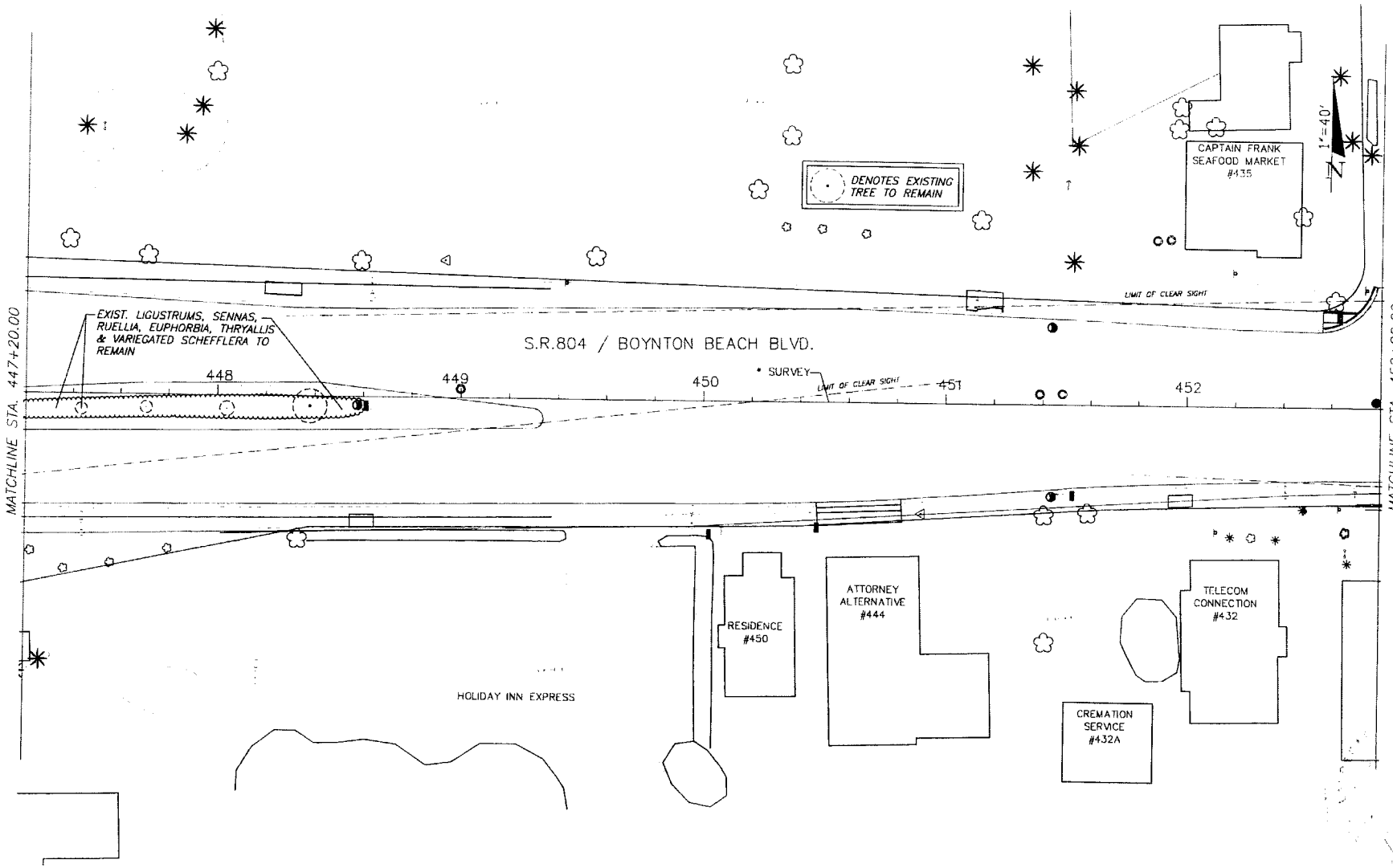
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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

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804	PALM BEACH	403605-1-52-01

PLANTING PLAN

SHEET NO. LD-7



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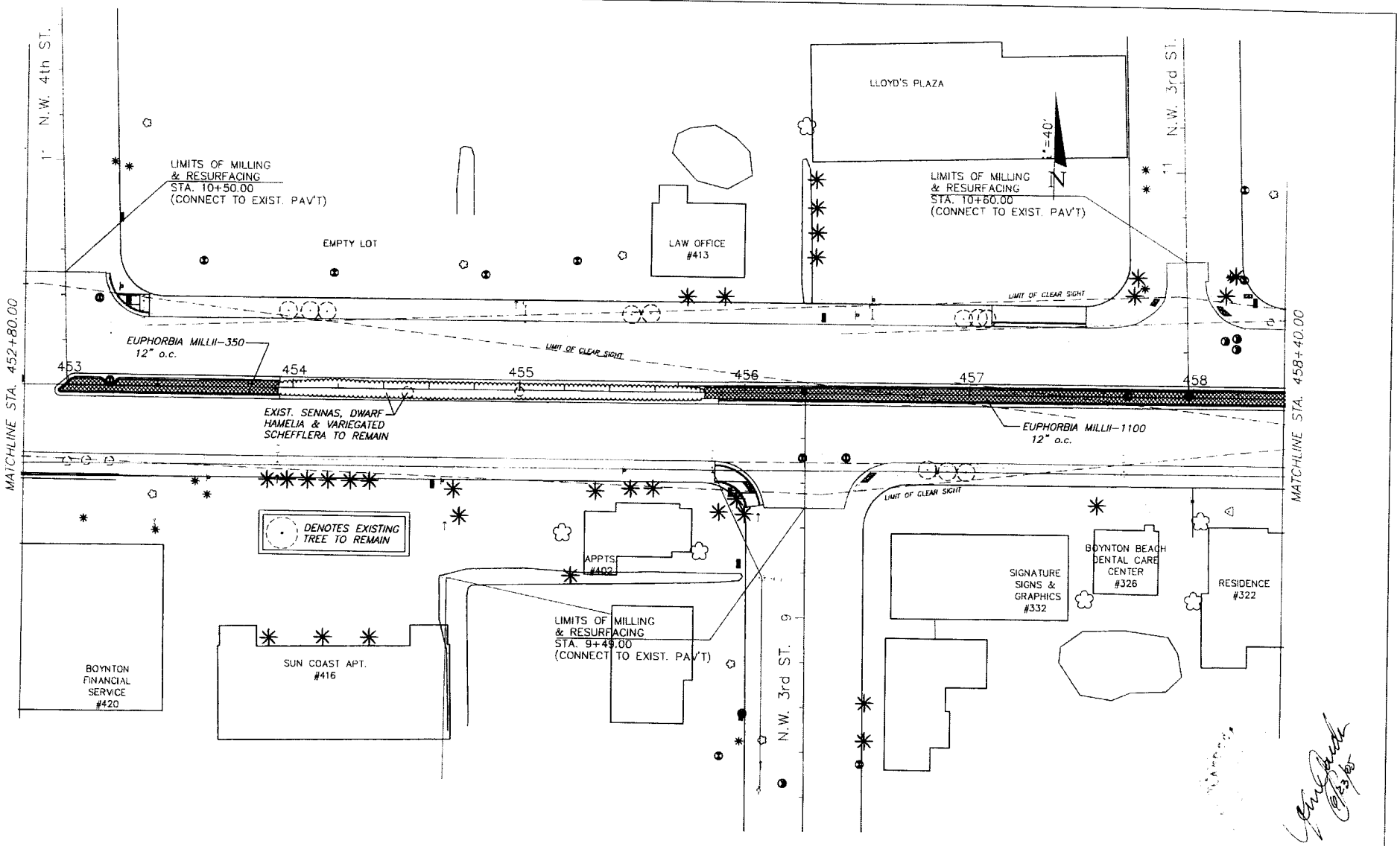
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Miami, Florida 33014
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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

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804	PALM BEACH	403605-1-52-01

PLANTING PLAN

SHEET NO. LD-8



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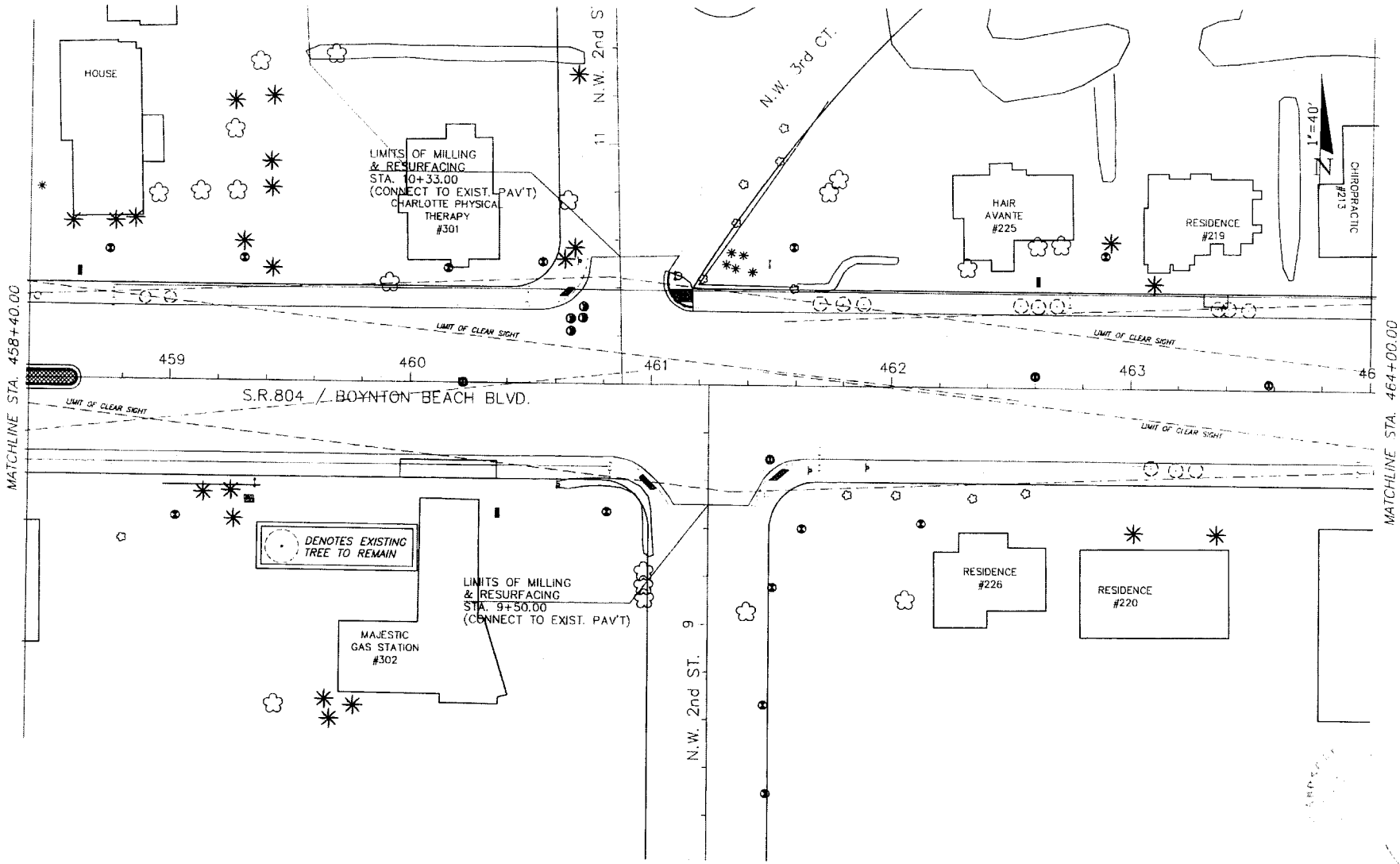
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Miami, Florida 33014
PHONE: 305-620-7781; FAX: 305-620-7787
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KEN GARDNER, ASLA FL LA#1569

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
804	PALM BEACH	403605-1-52-01

PLANTING
PLAN

SHEET NO.
LD-9



REVISIONS					
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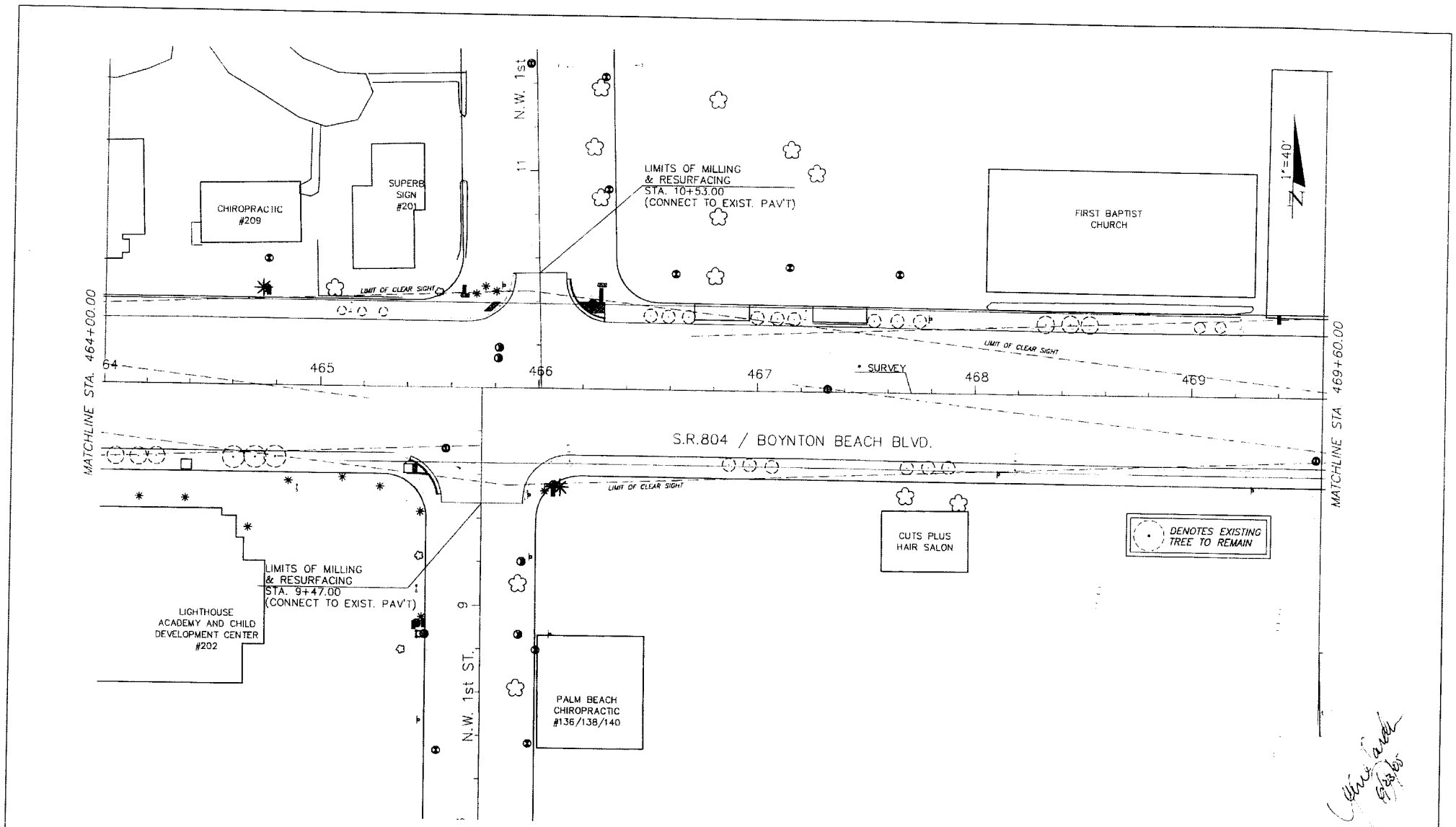
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Miami, Florida 33014
PHONE: 305-620-7781; FAX: 305-620-7787
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KEN GARDNER, ASLA FL LA#1569

STATE OF FLORIDA
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804	PALM BEACH	403605-1-52-01

PLANTING
PLAN

SHEET NO.
LD-10



REVISIONS					
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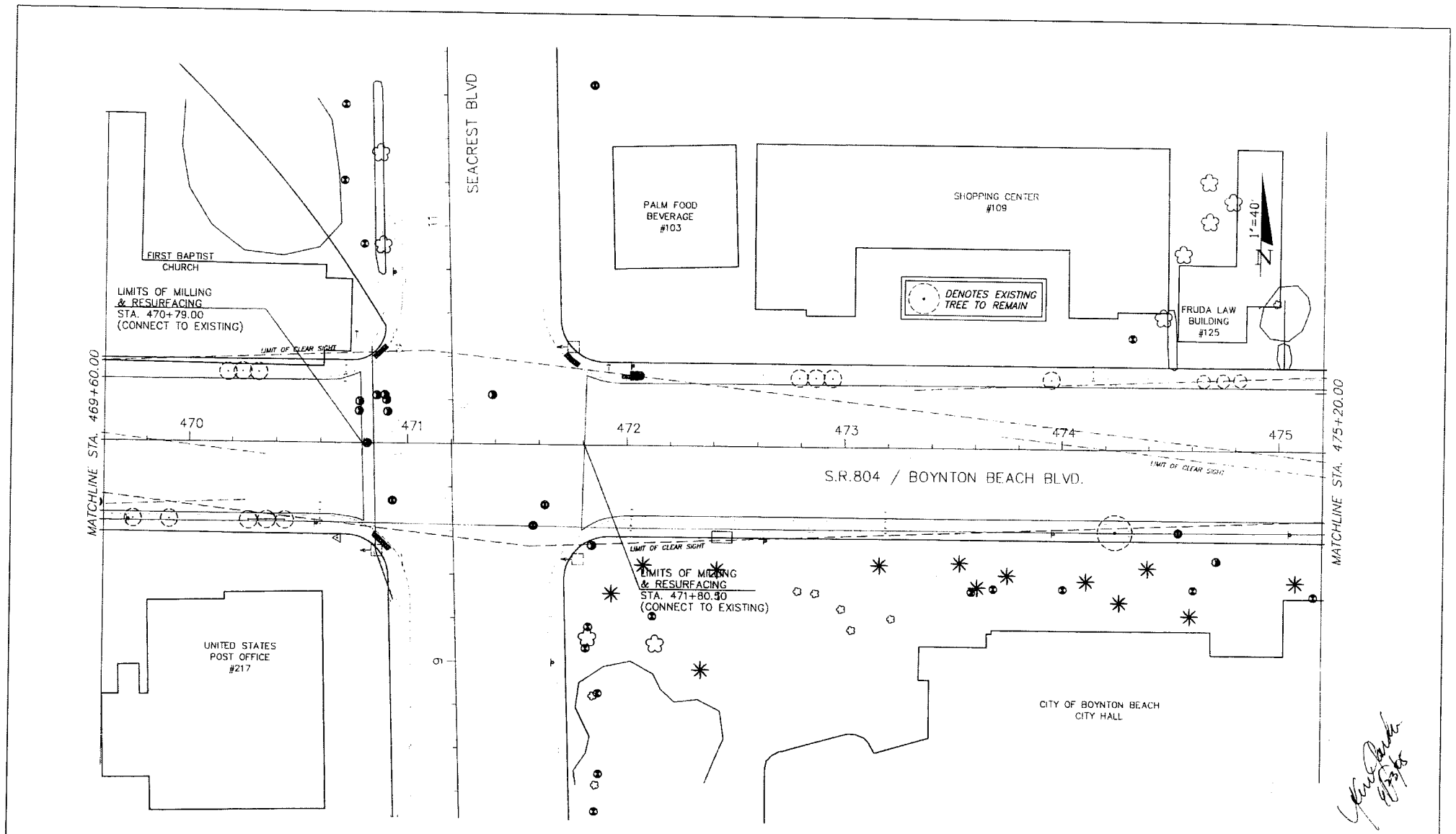
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STATE OF FLORIDA
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804	PALM BEACH	403605-1-52-01

PLANTING
PLAN

SHEET NO.
LD-11



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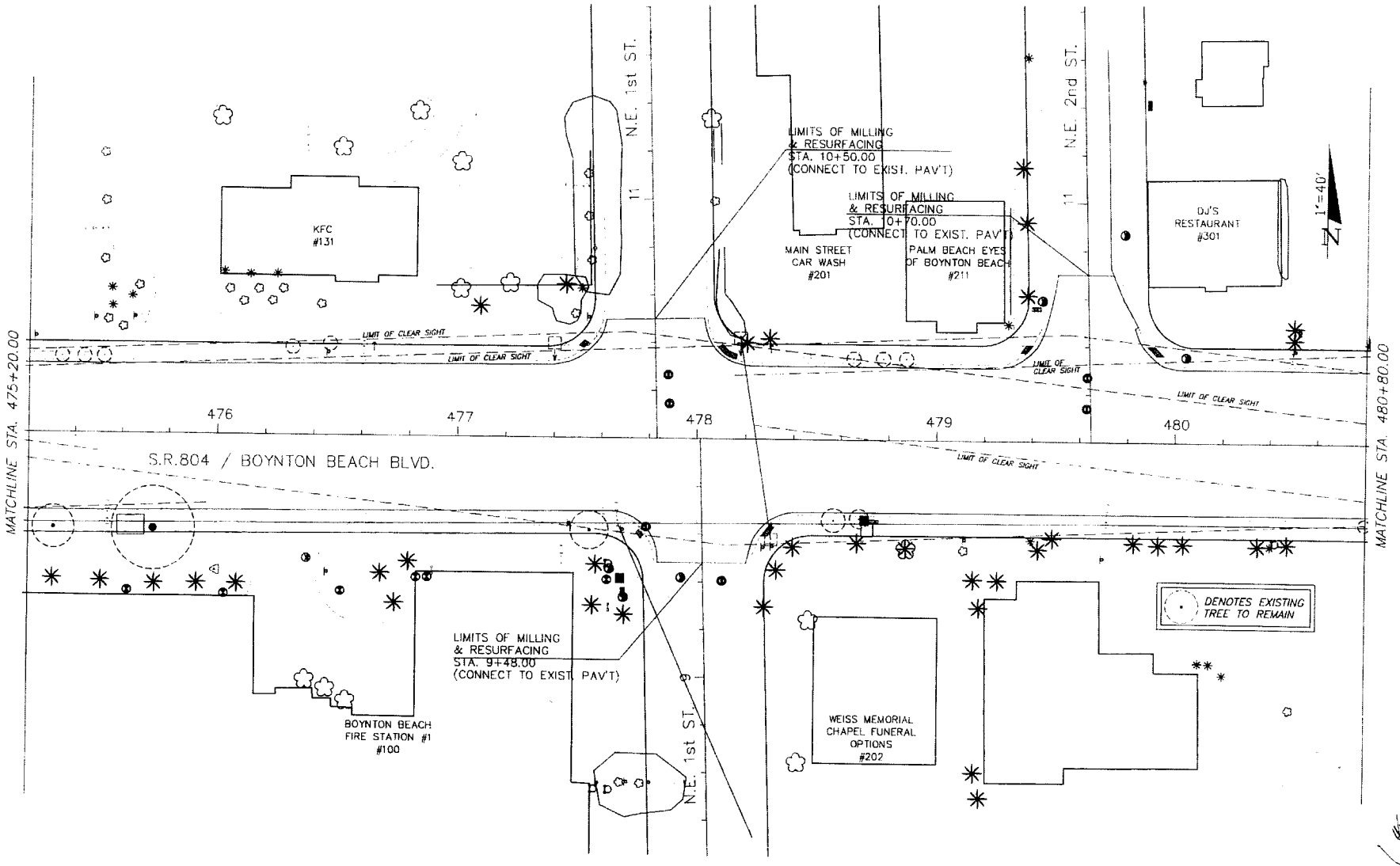
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Miami, Florida 33014
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KEN GARDNER, ASLA FL LA#1569

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

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804	PALM BEACH	403605-1-52-01

PLANTING PLAN

SHEET NO
LD-12



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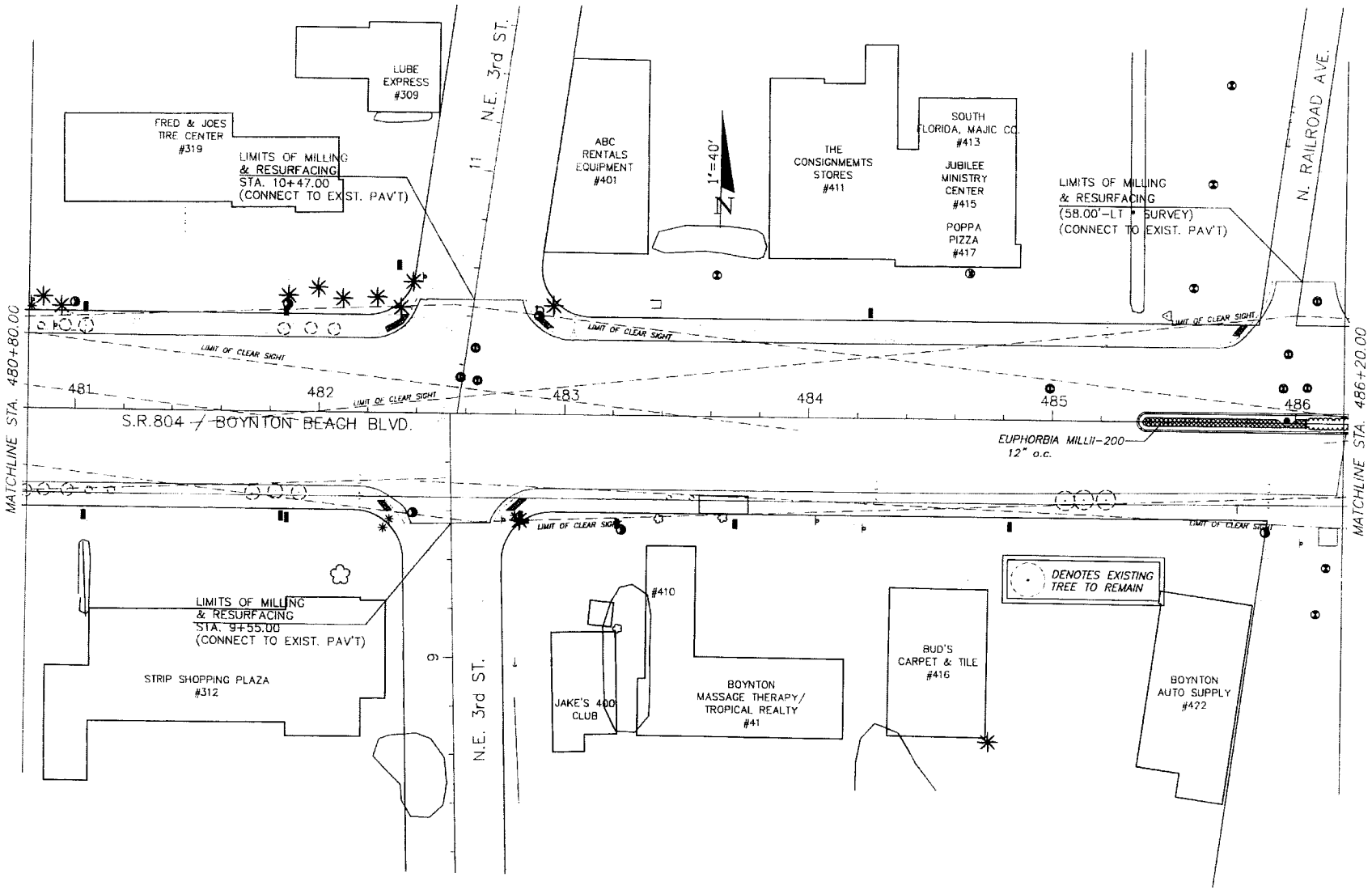
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Miami, Florida 33014
PHONE: 305-620-7781; FAX: 305-620-7787
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KEN GARDNER, ASLA FL LA#1569

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
804	PALM BEACH	403605-1-52-01

PLANTING PLAN

SHEET NO.
LD-1.3



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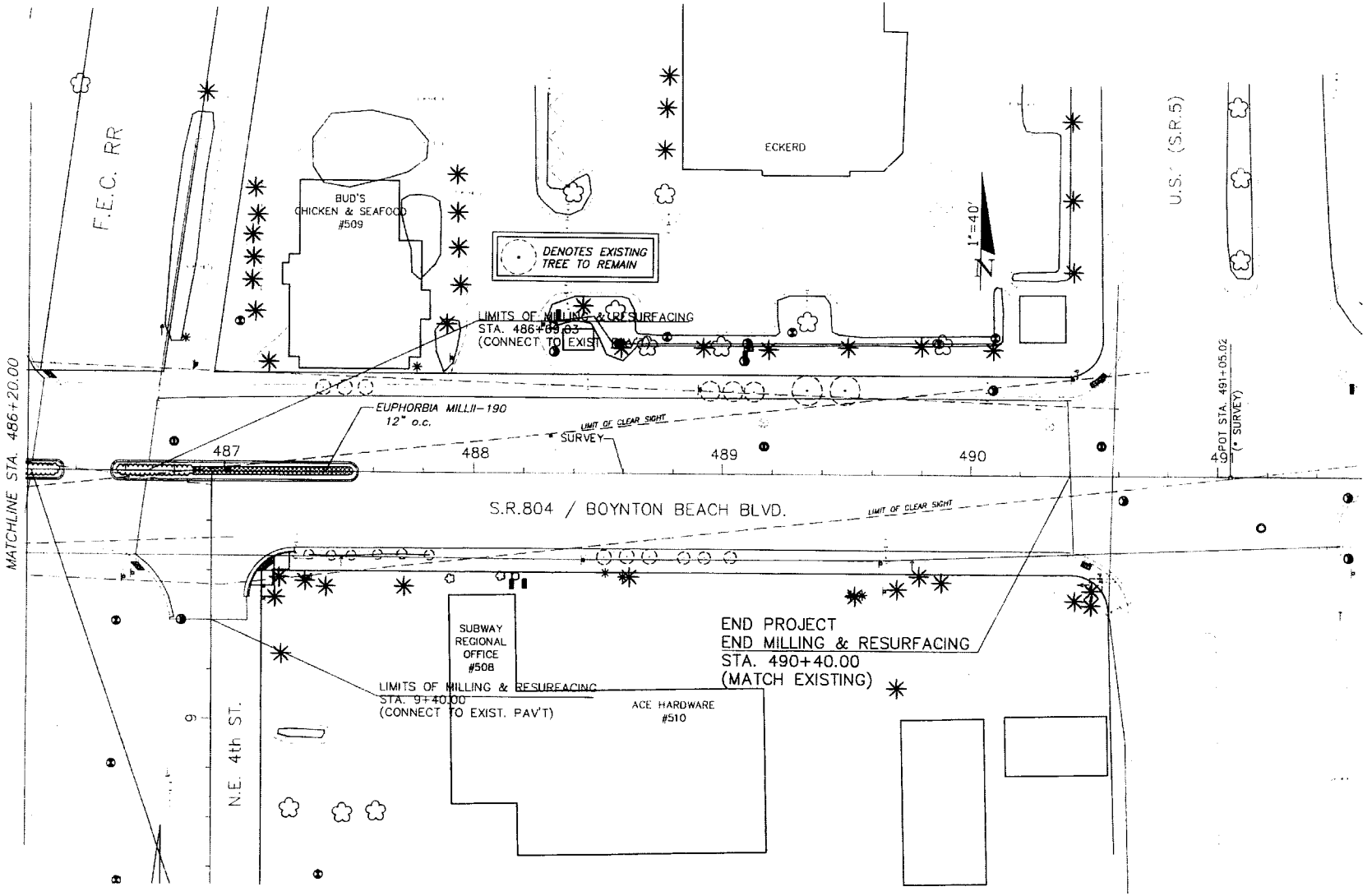
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Miami, Florida 33014
PHONE: 305-620-7781; FAX: 305-620-7787
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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

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804	PALM BEACH	403605-1-52-01

PLANTING PLAN

SHEET NO. LD-14



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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5190 NW 167th STREET
Miami, Florida 33014
PHONE: 305-620-7781; FAX: 305-620-7787
LC#0000266
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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
804	PALM BEACH	403605-1-52-01

PLANTING PLAN

SHEET NO
LD-1.5

RESOLUTION NO. R23-073

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN THE FLORIDA DEPARTMENT OF TRANSPORTATION'S AMENDMENT NUMBER ONE TO THE BOYNTON BEACH BOULEVARD'S LANDSCAPE MEMORANDUM OF AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in November 2005, the City signed the District Four (4) Maintenance Memorandum of Agreement with the Florida Department of Transportation (FDOT) which designated responsibilities for each party as the FDOT constructed and installed the infrastructure and the City maintains the landscaping and pavers in the Boynton Beach Blvd right-of-way; and

WHEREAS, in 2018, the Boynton Beach Community Redevelopment Agency (CRA) was awarded a Federal Highway Administration Federal Lands Access Program (FLAP) Grant to redevelop Boynton Beach Blvd (between NW 4th Street and US 1/Federal Highway) into a Complete Street; and

WHEREAS, in June 2019, Commission approved Resolution R19- 064, which authorized the Florida Department of Transportation to proceed with the design, construction, and administration of the Boynton Beach Boulevard Complete Streets Project; and

WHEREAS, now, that the design is 90% complete, FDOT is considering the changes needed to the Memorandum of Agreements to outline the new maintenance responsibilities. The City's new responsibilities include paying for and maintaining the decorative sidewalk; and

WHEREAS, the City Commission has determined that it is in the best interests of the residents of the City to approve and authorize the City Manager to sign the Florida Department of Transportation's Amendment Number One to the Boynton Beach Boulevard's Landscape Memorandum of Agreement.

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 and authorizes the City Manager to sign the Florida Department of Transportation's Amendment Number One to the Boynton Beach Boulevard's Landscape Memorandum of Agreement. A copy of the Amendment is attached hereto and incorporated herein by reference as Exhibit "A".

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 16th day of May, 2023.

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

Ty Penserga
Mayor

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

APPROVED AS TO FORM:

Michael D. Cirullo, Jr.
City Attorney

SECTION No.: 93200000
FM No. (s): 444079-1-52-01
COUNTY: Palm Beach
S.R. No.: 804

DISTRICT FOUR (4) AMENDMENT NUMBER ONE (1) TO STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AMENDMENT Number One (1) to the Agreement dated November 23, 2005 made and entered into this 7 day of June 2023 by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT and the **CITY OF BOYNTON BEACH**, a municipal corporation of the State of Florida, hereinafter called the AGENCY.

W I T N E S S E T H

WHEREAS, the parties entered into a Landscape Maintenance Memorandum of Agreement dated November 23, 2005 for the purpose of maintaining the landscape improvements by the AGENCY on State Road 804; and,

WHEREAS, the **DEPARTMENT** and the **AGENCY** have agreed to add additional landscape to be installed within the City of Boynton Beach on SR804 / East Boynton Beach Boulevard in accordance with the above referenced Agreement; and,

WHEREAS, the **AGENCY**, by Resolution No. R23-073 dated June 6, 2023 attached hereto as **Exhibit "E"**, desires to enter into this Agreement and authorizes its officers to do so;

NOW THEREFORE, for and in consideration of mutual benefits that flow each to the other, the parties covenant and agree as follows:

1. The **DEPARTMENT** has decided to construct and agrees to install or cause to be installed additional landscape improvements or to modify an improvement located as indicated in **Exhibit "A"**, on SR804 / East Boynton Beach Boulevard from NW 3rd Street (MP. 8.484) to US-1/Federal Highway (MP. 9.130), City of Boynton Beach, in accordance with the plans attached as **Exhibit "B"**. The Landscape Improvements include colored concrete sidewalks and tree grates;

2. The **AGENCY** shall agree to maintain the additional landscape improvements in the Agreement described above according to **Exhibit "C"** Maintenance Plan;

3. The **DEPARTMENT** agrees to enter into a contract to have installed said landscape improvements for the amount as outlined in **Exhibit "D"**;

Except as modified by this Amendment, all terms and conditions of the original Agreement and all Amendments thereto shall remain in full force and effect.

LIST OF EXHIBITS

Exhibit A – Project Location and Landscape Maintenance Boundaries
Exhibit B - Landscape Improvement Plans
Exhibit C - Maintenance Plan for Landscape Improvements
Exhibit D - Approximate Cost for Landscape Improvements
Exhibit E - Resolution

SECTION No.: 93200000
FM No. (s): 444079-1-52-01
COUNTY: Palm Beach
S.R. No.: 804

EXHIBIT A

PROJECT LOCATION AND LANDSCAPE MAINTENANCE BOUNDARIES

I. ORIGINAL LIMITS OF 2005 MMOA:

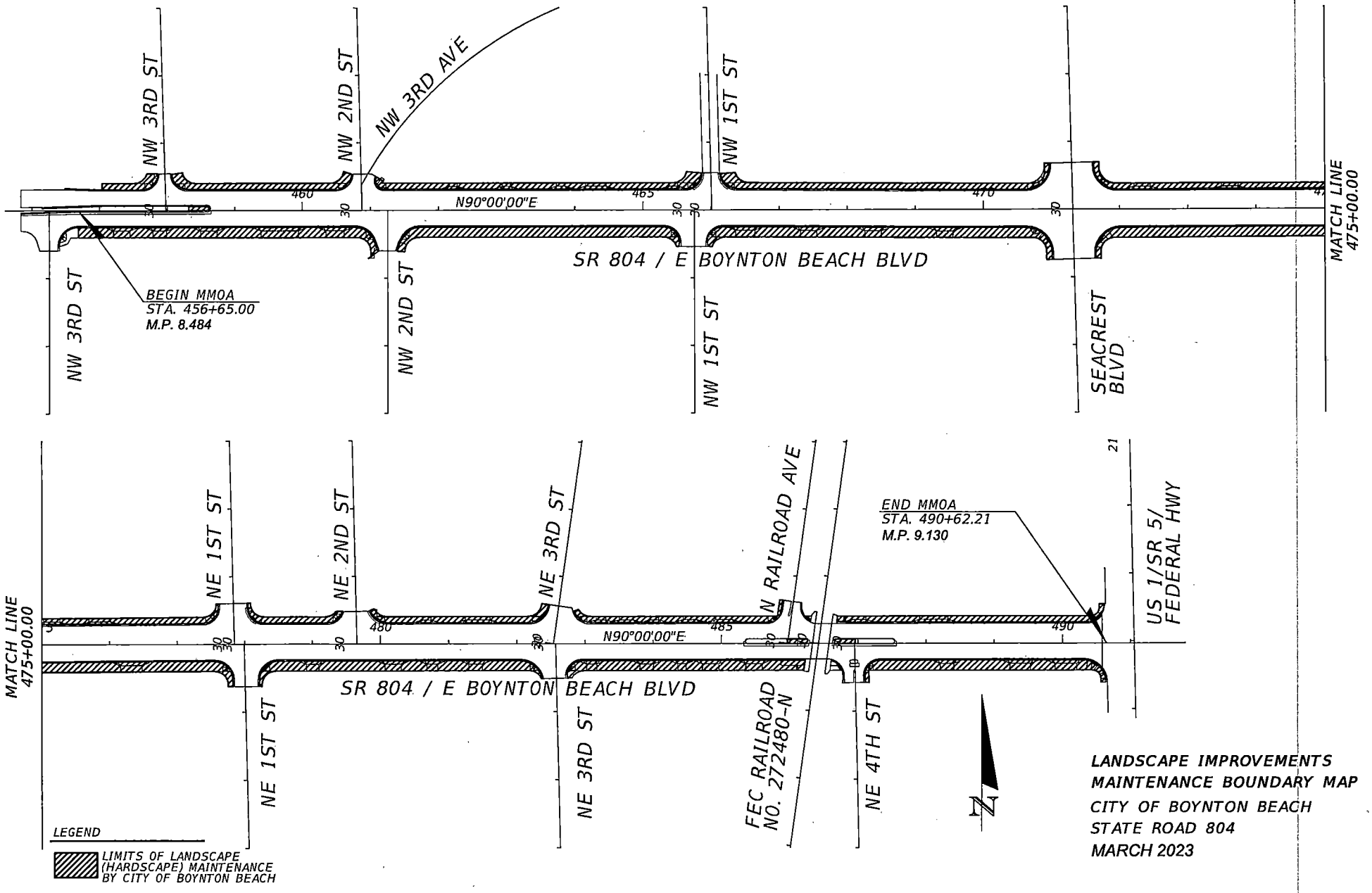
State Road 804/Boynton Beach Blvd.
from Old Boynton Road (MP. 7.786) to SR 5/ US-1 (MP. 9.115)

II. LIMITS OF MAINTENANCE FOR THESE LANDSCAPE IMPROVEMENTS:

State Road 804/Boynton Beach Blvd.
from NW 3rd Street (MP. 8.484) to US-1/Federal Highway (MP. 9.130)

III. LANDSCAPE IMPROVEMENTS MAINTENANCE RESPONSIBILITIES MAP:

See Attached
(Original limits of 2005 MMOA remain in effect)



LANDSCAPE IMPROVEMENTS
MAINTENANCE BOUNDARY MAP
CITY OF BOYNTON BEACH
STATE ROAD 804
MARCH 2023

SECTION No.: 93200000
FM No. (s): 444079-1-52-01
COUNTY: Palm Beach
S.R. No.: 804

EXHIBIT B

LANDSCAPE IMPROVEMENT PLANS

The DEPARTMENT agrees to install the landscape improvements in accordance with the plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by: Miller Legg and Associates, Inc.
Brian R. Shore
Sheets LD-1 to LD-17
Dated: 02-22-23

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS

FINANCIAL PROJECT ID 444079-1-52-01

(FEDERAL FUNDS)

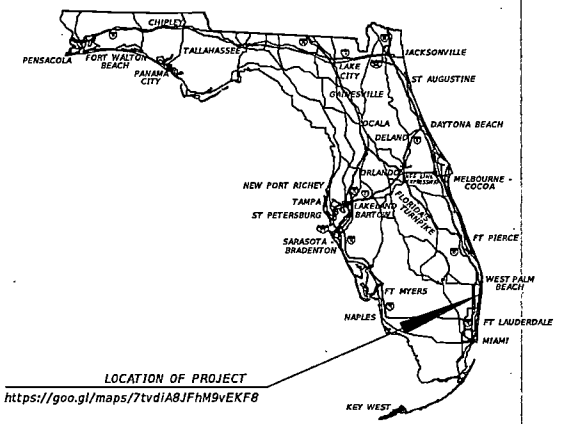
PALM BEACH COUNTY (93200)

CITY OF BOYNTON BEACH VARIOUS LOCATIONS

LANDSCAPE PLANS

INDEX OF LANDSCAPE PLANS

SHEET NO.	SHEET DESCRIPTION
LD-1	KEY SHEET
LD-2 THRU LD-8	HARDSCAPE PLAN
LD-9 THRU LD-11	HARDSCAPE PLAN - SCHEDULE
LD-12 THRU LD-14	HARDSCAPE NOTES
LD-15 THRU LD-17	HARDSCAPE DETAILS



BRIAN R. SHORE
LICENSE
No 6666770
STATE OF FLORIDA
LANDSCAPE ARCHITECT

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

LANDSCAPE PLANS
LANDSCAPE ARCHITECT OF RECORD:

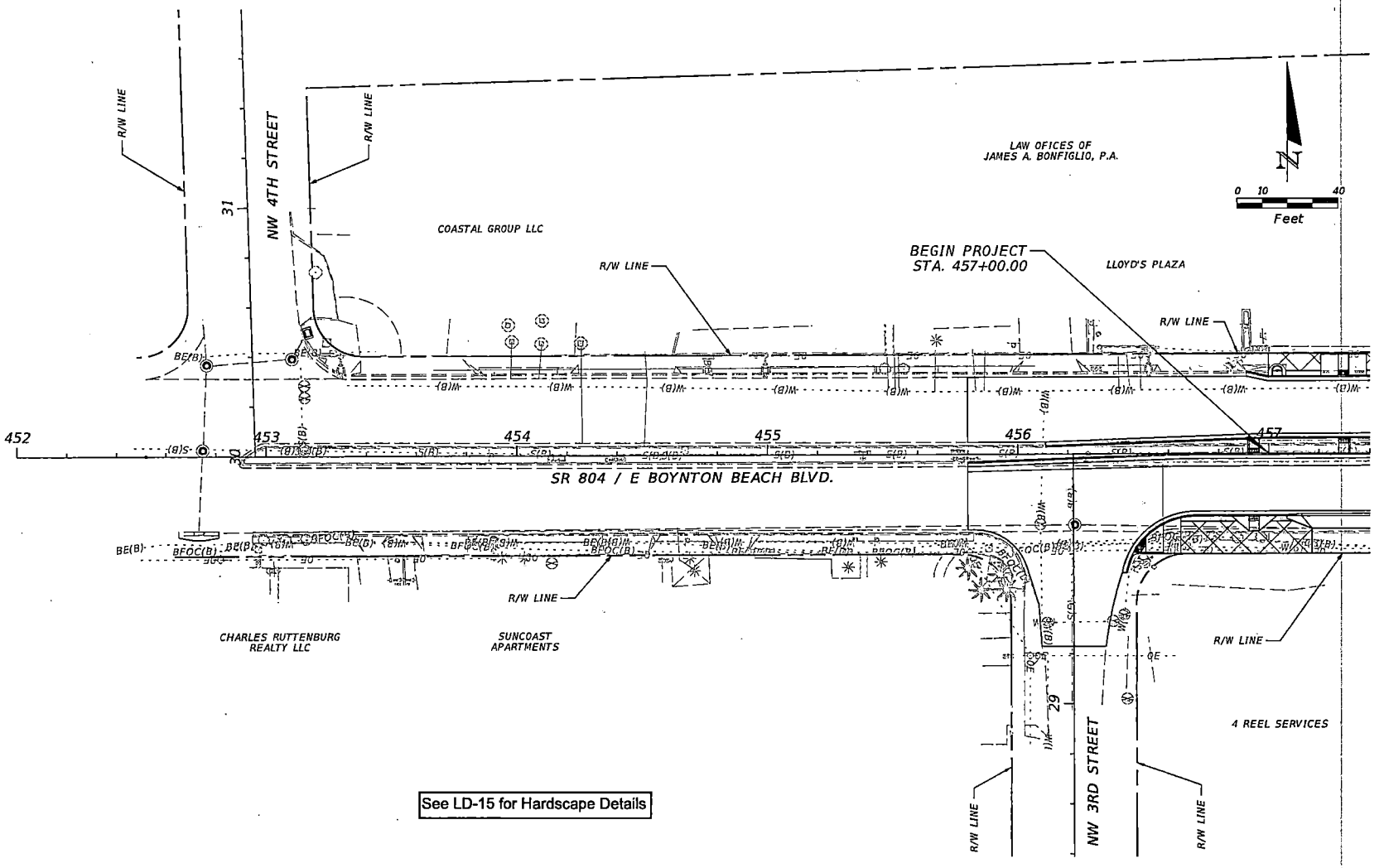
BRIAN R. SHORE, RLA
R.L.A NO.: 6666770
MILLER LEGG AND ASSOCIATES, INC.
5747 North Andrews Way,
Fort Lauderdale, Florida 33309-2364
(954) 436-7000
CONTRACT NO.: CAC93
VENDOR NO.: F650563467

FDOT PROJECT MANAGER:
LESLIE WETHERELL, P.E.

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
T4651	24	LD-1

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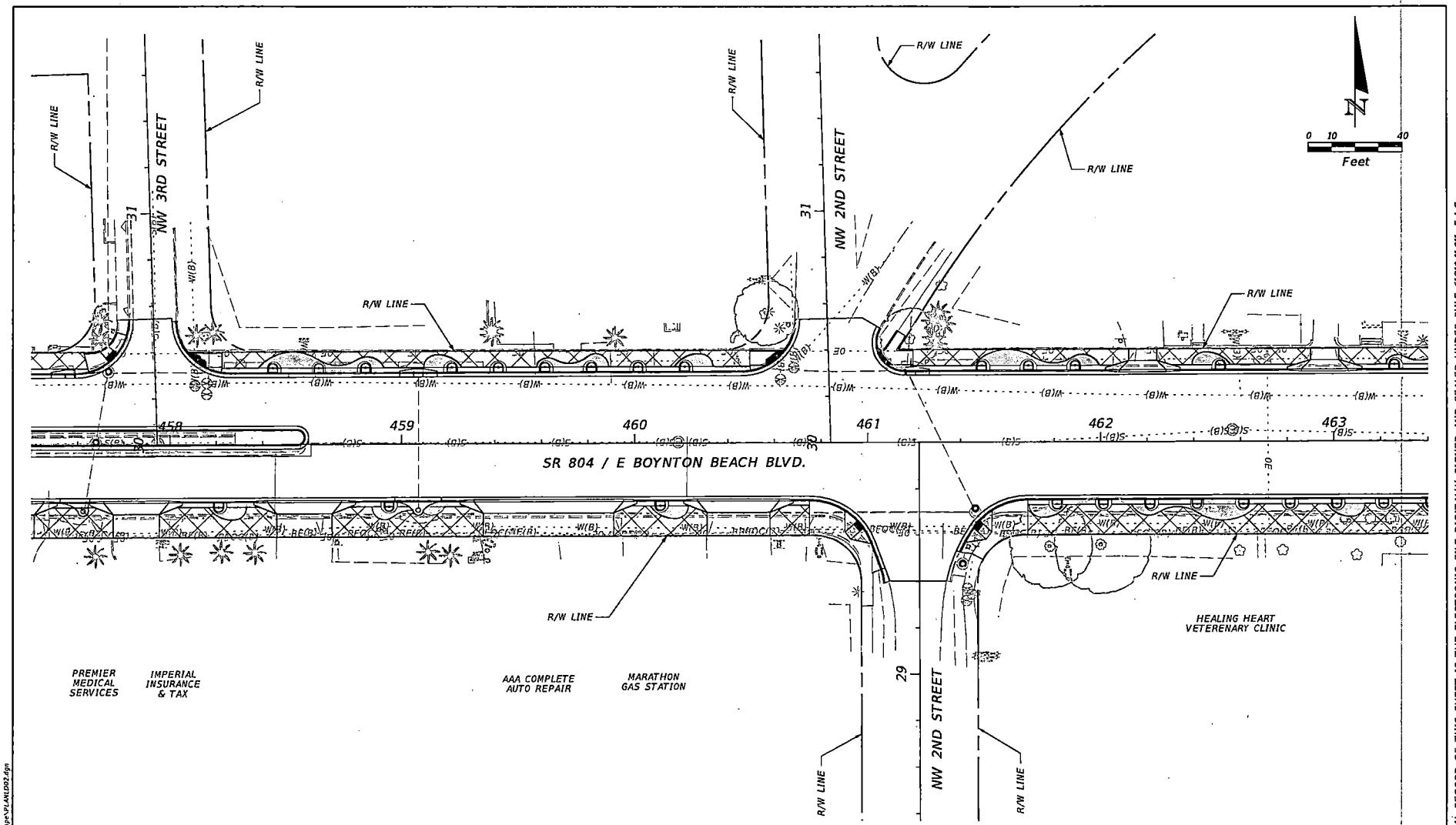
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DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				MILLER LEGG 5747 NORTH ANDREWS WAY FORT LAUDERDALE, FLORIDA 33309-2364 954-436-7000 • WWW.MILLERLEGG.COM	SR 804	PALM BEACH	444079-1-52-01		LD-2

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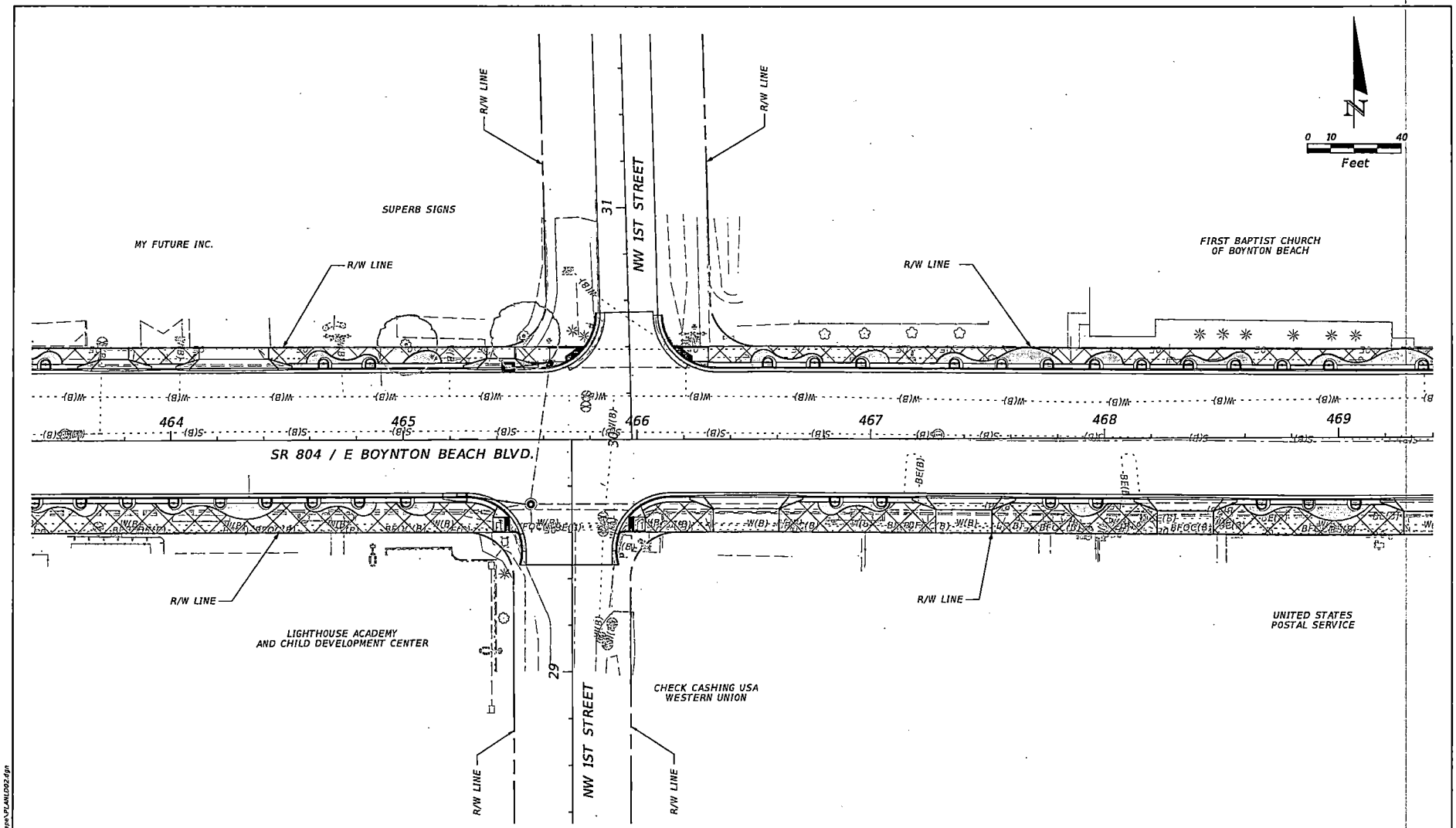
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					SR 804	PALM BEACH	444079-1-52-01		

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

LANDSCAPE ARCHITECT OF RECORD:
BRIAN R. SHORE LA-6666770

MILLER LEGG
5747 NORTH ANDREWS WAY
FORT LAUDERDALE, FLORIDA 33309-2364
954-436-7000 • WWW.MILLERLEGG.COM

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

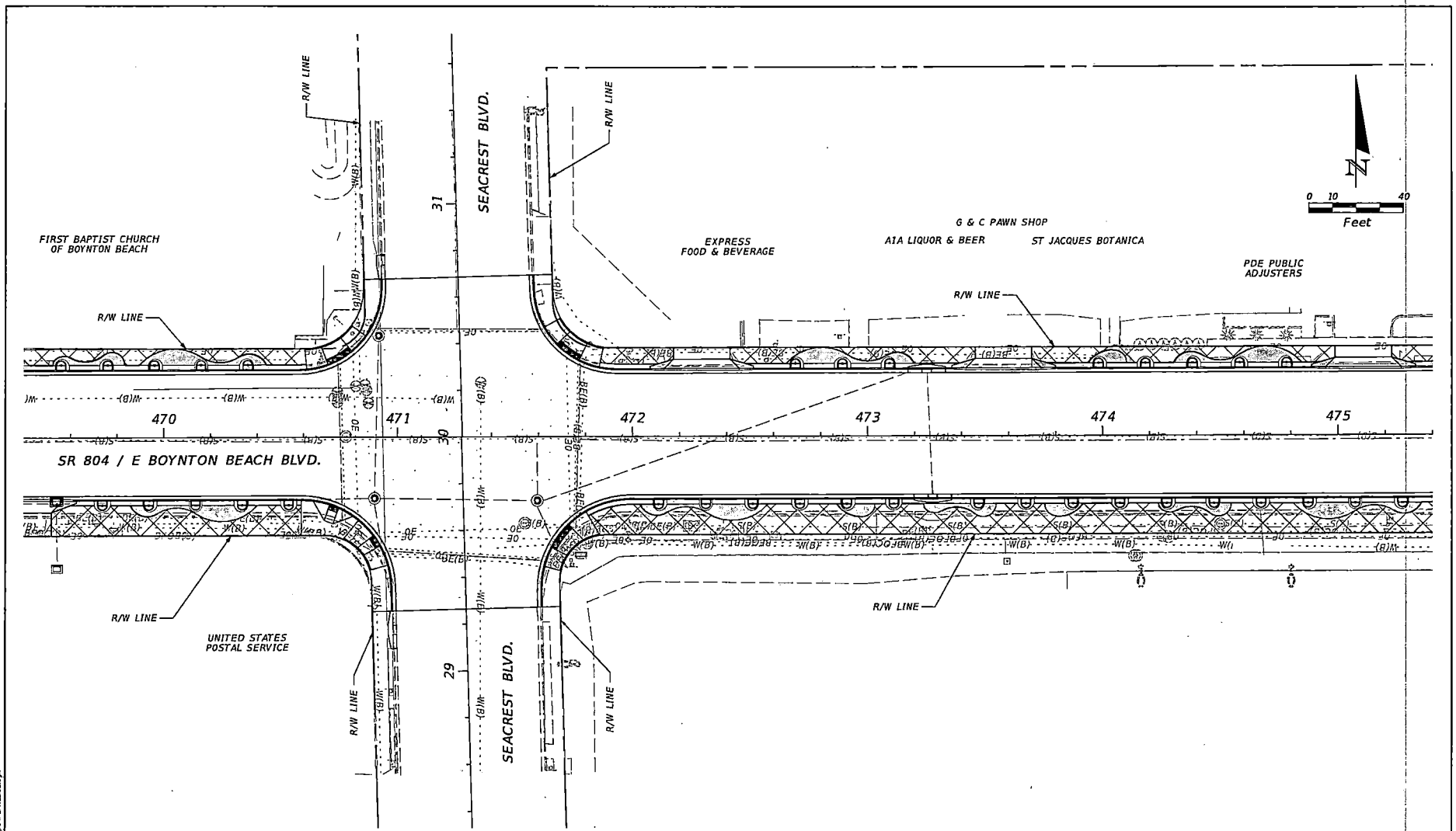
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 804	PALM BEACH	444079-1-52-01

HARDSCAPE PLAN

SHEET NO.
LD-4

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2/22/2023
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334.03 ft
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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

LANDSCAPE ARCHITECT OF RECORD:
BRIAN R. SHORE LA-6666770

MILLER LEGG
5747 NORTH ANDREWS WAY
FORT LAUDERDALE, FLORIDA 33309-2364
954-436-7000 • WWW.MILLERLEGG.COM

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

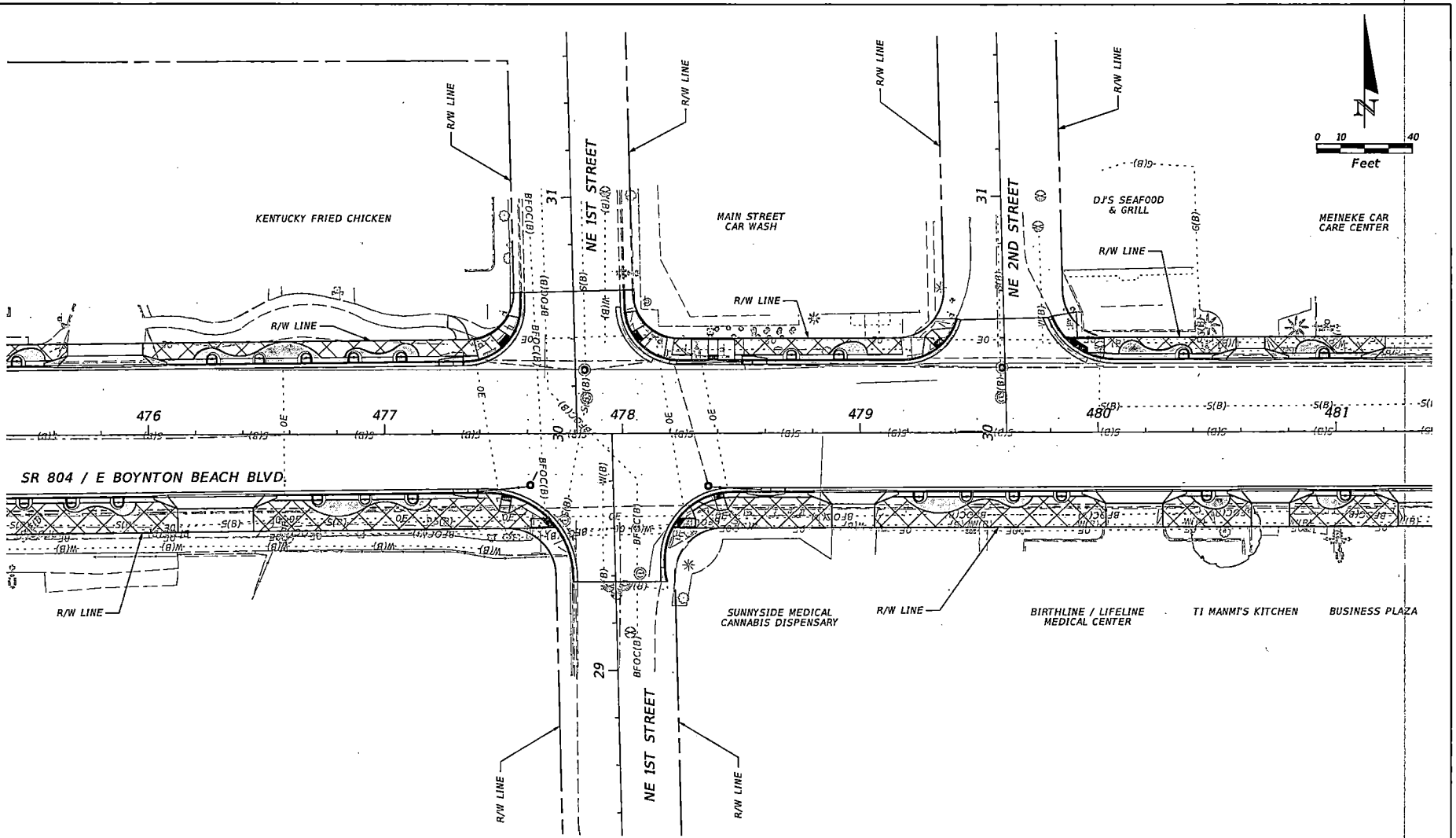
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 804	PALM BEACH	444079-1-52-01

HARDSCAPE PLAN

SHEET NO. LD-5

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2/22/2023 3:34:04 PM nparaz
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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

LANDSCAPE ARCHITECT OF RECORD:
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FORT LAUDERDALE, FLORIDA 33309-2364
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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

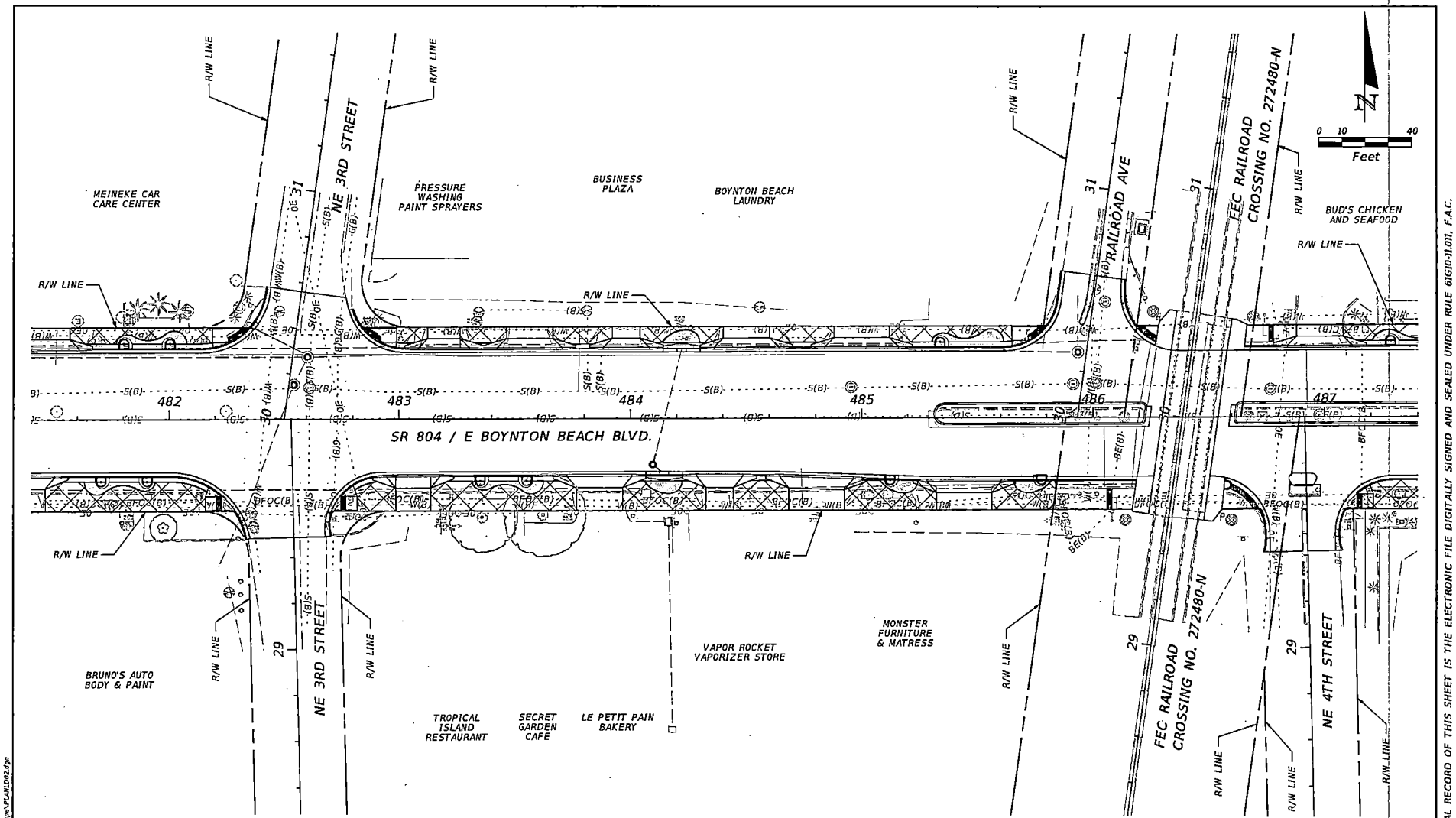
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 804	PALM BEACH	444079-1-52-01

HARDSCAPE PLAN

SHEET NO.
LD-6

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

LANDSCAPE ARCHITECT OF RECORD:
BRIAN R. SHORE LA-6666770

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5747 NORTH ANDREWS WAY
FORT LAUDERDALE, FLORIDA 33309-2364
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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

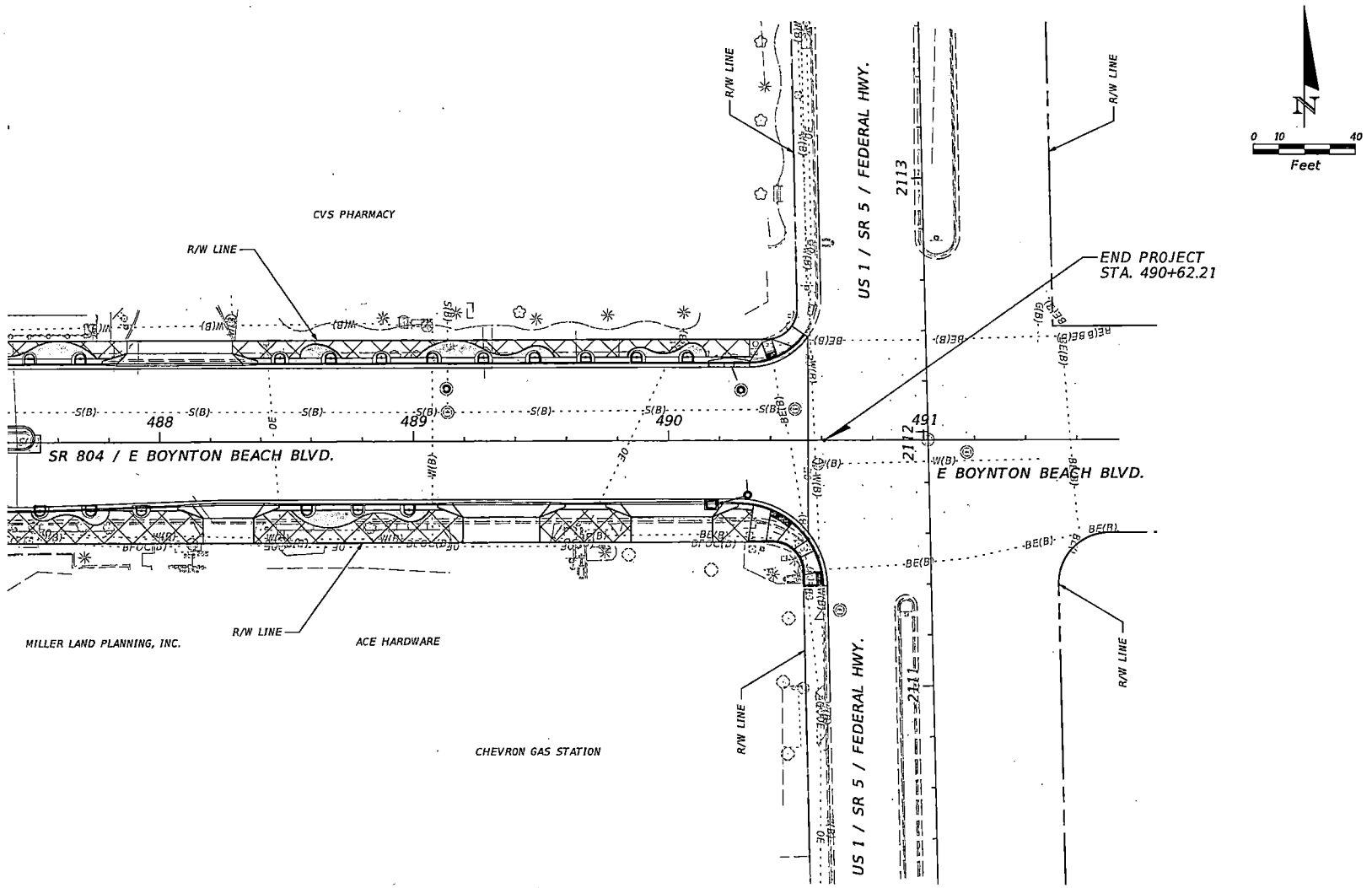
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 804	PALM BEACH	444079-1-52-01

HARDSCAPE PLAN

SHEET NO.
LD-7

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REVISIONS				LANDSCAPE ARCHITECT OF RECORD: BRIAN R. SHORE LA-6666770	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			HARDSCAPE PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				MILLER LEGG 5747 NORTH ANDREWS WAY FORT LAUDERDALE, FLORIDA 33309-2364 954-436-7000 • WWW.MILLERLEGG.COM	SR 804	PALM BEACH	444079-1-52-01		LD-8

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DECORATIVE WAVE SCHEDULE

Description	Station	Offset
A1	460+25.32	LT, 2' From Back of Curb
A1	465+08.16	LT, 2' From Back of Curb
A1	466+99.80	LT, 2' From Back of Curb
A1	467+99.80	LT, 2' From Back of Curb
A1	474+02.03	LT, 2' From Back of Curb
A1	475+48.11	LT, 2' From Back of Curb
A1	478+94.92	LT, 2' From Back of Curb
A1	484+21.88	LT, 2' From Back of Curb
A1	485+16.02	RT, 2' From Back of Curb
A1	484+14.04	RT, 2' From Back of Curb
A1	480+47.18	RT, 2' From Back of Curb
A1	472+94.84	RT, 2' From Back of Curb
A1	465+04.94	RT, 2' From Back of Curb
A1	463+04.95	RT, 2' From Back of Curb
A1	460+14.72	RT, 2' From Back of Curb
A1	458+24.67	RT, 2' From Back of Curb
A1	456+98.24	RT, 2' From Back of Curb
A2	489+99.50	LT, 2' From Back of Curb
A2	457+35.44	LT, 2' From Back of Curb
A2	459+73.52	LT, 2' From Back of Curb
A2	463+37.88	LT, 2' From Back of Curb
A2	468+48.00	LT, 2' From Back of Curb
A2	469+68.00	LT, 2' From Back of Curb
A2	476+99.02	LT, 2' From Back of Curb
A2	481+92.41	LT, 2' From Back of Curb
A2	485+46.06	LT, 2' From Back of Curb
A2	487+64.55	RT, 2' From Back of Curb
A2	483+47.02	RT, 2' From Back of Curb
A2	475+79.30	RT, 2' From Back of Curb
A2	474+39.19	RT, 2' From Back of Curb
A2	473+39.20	RT, 2' From Back of Curb
A2	464+73.13	RT, 2' From Back of Curb
A2	463+53.13	RT, 2' From Back of Curb
A3	467+55.31	LT, 2' From Back of Curb
A3	469+15.32	LT, 2' From Back of Curb
A3	474+57.55	LT, 2' From Back of Curb
A3	476+46.36	LT, 2' From Back of Curb
A3	487+47.91	LT, 2' From Back of Curb
A3	472+30.37	RT, 2' From Back of Curb
A3	470+12.84	RT, 2' From Back of Curb
A3	468+86.46	RT, 2' From Back of Curb
A3	464+20.47	RT, 2' From Back of Curb
A3	462+40.46	RT, 2' From Back of Curb

DECORATIVE WAVE SCHEDULE

Description	Station	Offset
B1	459+17.86	LT, 2' From Back of Curb
B1	462+47.63	LT, 2' From Back of Curb
B1	478+47.47	LT, 2' From Back of Curb
B1	480+91.42	LT, 2' From Back of Curb
B1	488+63.85	LT, 2' From Back of Curb
B1	485+73.90	RT, 2' From Back of Curb
B1	481+00.06	RT, 2' From Back of Curb
B1	478+61.71	RT, 2' From Back of Curb
B1	473+83.55	RT, 2' From Back of Curb
B1	467+93.14	RT, 2' From Back of Curb
B1	461+77.48	RT, 2' From Back of Curb
B2	464+74.09	LT, 2' From Back of Curb
B2	466+64.17	LT, 2' From Back of Curb
B2	480+24.24	LT, 2' From Back of Curb
B2	481+78.39	RT, 2' From Back of Curb
B2	466+92.71	RT, 2' From Back of Curb
B2	459+02.58	RT, 2' From Back of Curb
B3	488+78.95	RT, 2' From Back of Curb
B3	458+65.35	LT, 2' From Back of Curb
B3	461+72.41	LT, 2' From Back of Curb
B3	470+16.81	LT, 2' From Back of Curb
B3	472+92.67	LT, 2' From Back of Curb
B3	489+28.35	LT, 2' From Back of Curb
B3	479+45.34	RT, 2' From Back of Curb
B3	477+12.52	RT, 2' From Back of Curb
B3	475+08.03	RT, 2' From Back of Curb

HARDSCAPE SCHEDULE

PAY ITEM	Description	Quantity
350 3 200	CEMENT CONCRETE, COLOR PAVEMENT, DECORATIVE WAVE, SKY BLUE, 4" THICK	750 SY
350 3 201	CEMENT CONCRETE, COLOR PAVEMENT, DECORATIVE BORDER, TAN, 4" THICK	650 SY
350 3 202	CEMENT CONCRETE, COLOR PAVEMENT, DECORATIVE SURROUND , TAN, 6" THICK	230 SY
350 3 203	CEMENT CONCRETE, COLOR PAVEMENT, PRECAST TREE GRATE, YELLOW SAND	147 EA

PAY ITEM NOTE:

1. PAY ITEM:
- 350 3 200
  CEMENT CONCRETE, COLOR PAVEMENT, DECORATIVE WAVE, SKY BLUE, 4" THICK
- 350 3 201
  CEMENT CONCRETE, COLOR PAVEMENT, DECORATIVE BORDER, TAN, 4" THICK
- 350 3 202
  CEMENT CONCRETE, COLOR PAVEMENT, DECORATIVE SURROUND, TAN, 6" THICK
- 350 3 203
  CEMENT CONCRETE, COLOR PAVEMENT, PRECAST TREE GRATE, YELLOW SAND

THE ABOVE PAYITEMS INCLUDE INTEGRALLY COLORED CONCRETE AND ALL ITEMS NECESSARY FOR THEIR CONSTRUCTION PER THE HARDSCAPE DETAILS, BONDED RESIN AGGREGATE PLUG AND TOOLING / JOINTING

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2/22/2023
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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

LANDSCAPE ARCHITECT OF RECORD:
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5747 NORTH ANDREWS WAY
FORT LAUDERDALE, FLORIDA 33309-2364
954-436-7000 • WWW.MILLERLEGG.COM

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 804	PALM BEACH	444079-1-52-01

HARDSCAPE PLAN - SCHEDULE

SHEET NO.
LD-9

DECORATIVE BORDER SCHEDULE

Description	Begin Station	End Station	Offset
S1	457+07.01	457+21.01	LT, From Back of Curb
S2	457+27.01	457+40.01	LT, From Back of Curb
S3	457+46.01	457+64.93	LT, From Back of Curb
S4	458+22.18	458+42.09	LT, From Back of Curb
S5	458+48.09	458+61.84	LT, From Back of Curb
S6	458+67.34	458+81.09	LT, From Back of Curb
S7	458+87.09	459+18.09	LT, From Back of Curb
S9	459+24.09	459+38.09	LT, From Back of Curb
S10	459+45.09	459+59.09	LT, From Back of Curb
S11	459+65.09	459+78.09	LT, From Back of Curb
S12	459+84.09	459+98.09	LT, From Back of Curb
S13	460+05.09	460+19.09	LT, From Back of Curb
S14	460+25.09	460+49.88	LT, From Back of Curb
S15	461+15.24	461+46.65	LT, From Back of Curb
S16	461+52.65	461+65.65	LT, From Back of Curb
S17	461+72.65	461+85.65	LT, From Back of Curb
S18	461+91.65	462+05.58	LT, From Back of Curb
S19	462+30.91	462+47.86	LT, From Back of Curb
S20	462+53.86	462+83.59	LT, From Back of Curb
S21	463+08.92	463+23.46	LT, From Back of Curb
S22	463+29.46	463+42.46	LT, From Back of Curb
S23	463+48.46	463+63.17	LT, From Back of Curb
S24	463+88.50	464+05.57	LT, From Back of Curb
S25	464+48.90	464+63.51	LT, From Back of Curb
S26	464+69.51	464+82.51	LT, From Back of Curb
S27	464+88.51	465+29.20	LT, From Back of Curb
S28	465+54.54	465+63.15	LT, From Back of Curb
S29	466+30.23	466+53.57	LT, From Back of Curb
S30	466+59.57	466+72.58	LT, From Back of Curb
S31	466+78.58	466+93.55	LT, From Back of Curb
S32	466+99.55	467+33.55	LT, From Back of Curb
S33	467+39.55	467+53.32	LT, From Back of Curb
S44	467+58.82	467+72.57	LT, From Back of Curb
S45	467+78.57	467+93.55	LT, From Back of Curb
S46	467+99.55	468+12.55	LT, From Back of Curb
S47	468+19.55	468+33.57	LT, From Back of Curb
S48	468+39.57	468+52.57	LT, From Back of Curb
S49	468+58.57	468+72.57	LT, From Back of Curb
S50	468+79.57	468+93.57	LT, From Back of Curb
S51	468+99.57	469+32.57	LT, From Back of Curb
S52	469+38.57	469+53.58	LT, From Back of Curb
S53	469+59.58	469+72.58	LT, From Back of Curb
S54	469+78.58	469+93.58	LT, From Back of Curb
S55	469+99.58	470+13.33	LT, From Back of Curb
S56	470+18.83	470+32.56	LT, From Back of Curb
S57	470+38.56	470+61.58	LT, From Back of Curb
S58	471+85.89	472+10.84	LT, From Back of Curb
S59	472+48.18	472+66.92	LT, From Back of Curb

DECORATIVE BORDER SCHEDULE

Description	Begin Station	End Station	Offset
S60	472+72.91	472+85.91	LT, From Back of Curb
S61	472+92.91	473+05.91	LT, From Back of Curb
S62	473+11.91	473+39.27	LT, From Back of Curb
S63	473+76.61	473+95.80	LT, From Back of Curb
S64	474+01.80	474+14.80	LT, From Back of Curb
S65	474+21.80	474+35.80	LT, From Back of Curb
S66	474+41.80	474+54.80	LT, From Back of Curb
S67	474+61.80	474+74.80	LT, From Back of Curb
S68	474+80.80	474+92.26	LT, From Back of Curb
S69	475+29.65	475+41.90	LT, From Back of Curb
S70	475+47.90	475+59.19	LT, From Back of Curb
S71	476+04.52	476+25.62	LT, From Back of Curb
S72	476+30.62	476+44.37	LT, From Back of Curb
S73	476+49.87	476+63.60	LT, From Back of Curb
S74	476+69.60	476+84.62	LT, From Back of Curb
S75	476+90.62	477+03.62	LT, From Back of Curb
S76	477+09.62	477+39.68	LT, From Back of Curb
S77	478+20.52	478+47.69	LT, From Back of Curb
S78	478+53.69	478+67.69	LT, From Back of Curb
S79	478+74.69	478+88.69	LT, From Back of Curb
S80	478+94.69	479+18.17	LT, From Back of Curb
S81	480+02.34	480+32.66	LT, From Back of Curb
S82	480+38.66	480+51.48	LT, From Back of Curb
S83	480+76.83	480+91.64	LT, From Back of Curb
S84	480+97.64	481+14.15	LT, From Back of Curb
S85	481+63.48	481+77.99	LT, From Back of Curb
S86	481+83.99	481+96.99	LT, From Back of Curb
S87	482+02.99	482+19.36	LT, From Back of Curb
S88	482+98.81	483+05.90	LT, From Back of Curb
S89	483+33.23	483+39.91	LT, From Back of Curb
S90	483+74.91	483+84.01	LT, From Back of Curb
S91	484+11.01	484+33.67	LT, From Back of Curb
S92	484+67.00	484+81.46	LT, From Back of Curb
S93	485+18.80	485+31.64	LT, From Back of Curb
S94	485+37.64	485+72.09	LT, From Back of Curb
S95	487+14.80	487+26.16	LT, From Back of Curb
S96	487+32.16	487+45.91	LT, From Back of Curb
S97	487+51.41	487+65.16	LT, From Back of Curb
S98	487+71.16	487+80.57	LT, From Back of Curb
S99	488+35.40	488+44.08	LT, From Back of Curb
S100	488+51.08	488+64.08	LT, From Back of Curb
S101	488+70.08	488+84.08	LT, From Back of Curb
S102	488+91.08	489+05.08	LT, From Back of Curb
S103	489+11.08	489+24.08	LT, From Back of Curb
S104	489+31.08	489+44.08	LT, From Back of Curb
S105	489+50.08	489+64.08	LT, From Back of Curb
S106	489+71.08	489+85.08	LT, From Back of Curb
S107	489+91.08	490+04.08	LT, From Back of Curb
S108	490+10.08	490+31.88	LT, From Back of Curb

DECORATIVE BORDER SCHEDULE

Description	Begin Station	End Station	Offset
S109	456+64.82	456+92.05	RT, From Back of Curb
S110	456+98.05	457+09.59	RT, From Back of Curb
S111	457+48.59	457+67.81	RT, From Back of Curb
S112	458+02.81	458+18.45	RT, From Back of Curb
S113	458+24.45	458+38.61	RT, From Back of Curb
S114	458+77.61	458+91.01	RT, From Back of Curb
S115	458+98.01	459+27.40	RT, From Back of Curb
S117	459+98.40	460+08.49	RT, From Back of Curb
S118	460+14.49	460+23.46	RT, From Back of Curb
S119	460+65.46	460+74.92	RT, From Back of Curb
S120	461+68.63	461+77.71	RT, From Back of Curb
S121	461+83.71	461+97.71	RT, From Back of Curb
S122	462+04.71	462+18.71	RT, From Back of Curb
S123	462+24.71	462+38.46	RT, From Back of Curb
S124	462+43.96	462+57.71	RT, From Back of Curb
S125	462+63.71	462+77.71	RT, From Back of Curb
S126	462+84.71	462+98.71	RT, From Back of Curb
S127	463+04.71	463+17.71	RT, From Back of Curb
S128	463+24.71	463+38.71	RT, From Back of Curb
S129	463+44.71	463+57.71	RT, From Back of Curb
S130	463+63.71	463+77.71	RT, From Back of Curb
S131	463+84.71	463+98.71	RT, From Back of Curb
S132	464+04.71	464+18.46	RT, From Back of Curb
S133	464+23.96	464+37.71	RT, From Back of Curb
S134	464+43.71	464+58.71	RT, From Back of Curb
S135	464+64.71	464+77.71	RT, From Back of Curb
S136	464+83.71	464+98.71	RT, From Back of Curb
S137	465+04.71	465+40.12	RT, From Back of Curb
S138	466+01.64	466+25.09	RT, From Back of Curb
S139	466+68.26	466+82.16	RT, From Back of Curb
S140	466+88.16	467+01.14	RT, From Back of Curb
S141	467+07.14	467+20.31	RT, From Back of Curb
S142	467+59.32	467+73.40	RT, From Back of Curb
S143	467+80.40	467+93.38	RT, From Back of Curb
S144	467+99.38	468+15.02	RT, From Back of Curb
S145	468+54.02	468+64.71	RT, From Back of Curb
S146	468+70.71	468+84.47	RT, From Back of Curb
S147	468+89.97	469+03.73	RT, From Back of Curb
S148	469+09.73	469+20.25	RT, From Back of Curb
S149	469+59.77	469+70.12	RT, From Back of Curb
S150	469+77.12	469+91.10	RT, From Back of Curb
S151	469+97.10	470+10.85	RT, From Back of Curb
S152	470+16.35	470+30.10	RT, From Back of Curb
S153	470+36.10	470+50.10	RT, From Back of Curb
S154	470+57.10	470+59.10	RT, From Back of Curb
S155	471+80.18	472+08.61	RT, From Back of Curb
S156	472+14.61	472+28.36	RT, From Back of Curb
S157	472+33.86	472+47.61	RT, From Back of Curb

DECORATIVE BORDER SCHEDULE

Description	Begin Station	End Station	Offset
S158	472+53.61	472+67.61	RT, From Back of Curb
S159	472+74.61	472+88.61	RT, From Back of Curb
S160	472+94.61	473+07.61	RT, From Back of Curb
S161	473+14.61	473+43.78	RT, From Back of Curb
S162	473+49.78	473+63.78	RT, From Back of Curb
S163	473+70.78	473+83.78	RT, From Back of Curb
S164	473+89.78	474+03.78	RT, From Back of Curb
S165	474+10.78	474+24.78	RT, From Back of Curb
S166	474+30.78	474+43.78	RT, From Back of Curb
S167	474+49.78	474+63.78	RT, From Back of Curb
S168	474+70.78	474+84.78	RT, From Back of Curb
S169	474+90.78	475+04.53	RT, From Back of Curb
S170	475+10.03	475+23.78	RT, From Back of Curb
S171	475+29.78	475+43.78	RT, From Back of Curb
S172	475+50.78	475+64.86	RT, From Back of Curb
S173	475+70.86	475+83.78	RT, From Back of Curb
S174	475+89.78	476+04.92	RT, From Back of Curb
S175	476+51.82	476+68.24	RT, From Back of Curb
S176	476+75.24	476+89.24	RT, From Back of Curb
S177	476+95.24	477+08.99	RT, From Back of Curb
S178	477+14.49	477+28.24	RT, From Back of Curb
S179	477+34.24	477+65.34	RT, From Back of Curb
S180	478+31.25	478+61.93	RT, From Back of Curb
S181	478+67.93	478+80.50	RT, From Back of Curb
S182	479+13.50	479+22.08	RT, From Back of Curb
S183	479+28.08	479+41.83	RT, From Back of Curb
S184	479+47.33	479+61.08	RT, From Back of Curb
S185	479+67.08	479+81.08	RT, From Back of Curb
S186	479+88.08	479+95.65	RT, From Back of Curb
S187	480+34.65	480+43.20	RT, From Back of Curb
S188	480+49.20	480+56.78	RT, From Back of Curb
S189	480+87.79	481+00.29	RT, From Back of Curb
S190	481+06.29	481+18.39	RT, From Back of Curb
S191	481+53.40	481+67.81	RT, From Back of Curb
S192	481+73.81	481+86.81	RT, From Back of Curb
S193	481+92.81	482+17.09	RT, From Back of Curb
S194	482+80.06	482+90.59	RT, From Back of Curb
S195	483+21.06	483+32.60	RT, From Back of Curb
S196	483+38.60	483+51.60	RT, From Back of Curb
S197	483+57.60	483+69.08	RT, From Back of Curb
S198	484+04.08	484+25.08	RT, From Back of Curb
S199	484+52.08	484+60.91	RT, From Back of Curb
S200	484+99.91	485+09.79	RT, From Back of Curb
S201	485+15.79	485+24.72	RT, From Back of Curb
S202	485+63.72	485+74.13	RT, From Back of Curb
S203	485+80.13	485+83.66	RT, From Back of Curb
S204	487+16.80	487+50.13	RT, From Back of Curb
S205	487+56.13	487+69.13	RT, From Back of Curb
S206	487+75.13	487+89.13	RT, From Back of Curb
S207	487+96.13	488+09.54	RT, From Back of Curb
S208	488+44.54	488+55.69	RT, From Back of Curb
S209	488+61.69	488+75.44	RT, From Back of Curb
S210	488+80.94	488+94.69	RT, From Back of Curb
S211	489+00.69	489+11.92	RT, From Back of Curb
S212	489+56.90	489+77.71	RT, From Back of Curb
S213	490+24.71	490+33.18	RT, From Back of Curb

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

LANDSCAPE ARCHITECT OF RECORD:
BRIAN R. SHORE LA-6666770

MILLER LEGG
5747 NORTH ANDREWS WAY
FORT LAUDERDALE, FLORIDA 33309-2364
954-436-7000 • WWW.MILLERLEGG.COM

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 804	PALM BEACH	444079-1-52-01

HARDSCAPE PLAN - SCHEDULE

SHEET NO.
LD-10

PRECAST TREE GRATE & DECORATIVE SURROUND

Description	Station	Offset
T1	458+44.59	LT, From Back of Curb
T1	459+61.59	LT, From Back of Curb
T1	460+21.58	LT, From Back of Curb
T1	461+49.15	LT, From Back of Curb
T1	463+25.96	LT, From Back of Curb
T1	464+66.01	LT, From Back of Curb
T1	466+56.07	LT, From Back of Curb
T1	466+96.05	LT, From Back of Curb
T1	467+36.05	LT, From Back of Curb
T1	467+96.05	LT, From Back of Curb
T1	468+36.07	LT, From Back of Curb
T1	468+96.07	LT, From Back of Curb
T1	469+56.08	LT, From Back of Curb
T1	469+96.08	LT, From Back of Curb
T1	472+69.41	LT, From Back of Curb
T1	473+98.30	LT, From Back of Curb
T1	474+38.29	LT, From Back of Curb
T1	475+44.40	LT, From Back of Curb
T1	476+27.11	LT, From Back of Curb
T1	476+87.11	LT, From Back of Curb
T1	478+91.18	LT, From Back of Curb
T1	481+80.49	LT, From Back of Curb
T1	485+34.14	LT, From Back of Curb
T1	487+28.66	LT, From Back of Curb
T1	489+07.58	LT, From Back of Curb
T1	489+87.58	LT, From Back of Curb
T1	483+55.10	RT, From Back of Curb
T1	481+90.31	RT, From Back of Curb
T1	488+98.10	RT, From Back of Curb
T1	479+64.58	RT, From Back of Curb
T1	477+07.11	LT, From Back of Curb
T1	485+77.63	RT, From Back of Curb
T1	473+47.28	RT, From Back of Curb
T1	472+51.11	RT, From Back of Curb
T1	470+33.59	RT, From Back of Curb
T1	481+03.79	RT, From Back of Curb
T1	177+19.10	RT, From Back of Curb
T1	467+04.64	RT, From Back of Curb
T1	464+81.21	RT, From Back of Curb
T1	461+81.21	RT, From Back of Curb
T1	462+61.21	RT, From Back of Curb
T1	462+51.36	LT, From Back of Curb
T1	464+41.21	RT, From Back of Curb
T1	475+87.28	RT, From Back of Curb

PRECAST TREE GRATE & DECORATIVE SURROUND

Description	Station	Offset
T1	463+61.21	RT, From Back of Curb
T1	464+61.21	RT, From Back of Curb
T1	475+27.28	RT, From Back of Curb
T1	473+87.28	RT, From Back of Curb
T1	469+07.22	RT, From Back of Curb
T1	462+21.21	RT, From Back of Curb
T1	467+96.89	RT, From Back of Curb
T1	458+20.95	RT, From Back of Curb
T2	458+84.59	LT, From Back of Curb
T2	459+24.59	LT, From Back of Curb
T2	459+81.58	LT, From Back of Curb
T2	461+89.15	LT, From Back of Curb
T2	463+01.21	RT, From Back of Curb
T2	463+45.96	LT, From Back of Curb
T2	464+86.01	LT, From Back of Curb
T2	466+76.07	LT, From Back of Curb
T2	467+76.06	LT, From Back of Curb
T2	468+56.07	LT, From Back of Curb
T2	469+36.07	LT, From Back of Curb
T2	469+76.08	LT, From Back of Curb
T2	470+36.06	LT, From Back of Curb
T2	473+09.40	LT, From Back of Curb
T2	474+78.30	LT, From Back of Curb
T2	475+67.36	RT, From Back of Curb
T2	480+36.16	LT, From Back of Curb
T2	480+95.14	LT, From Back of Curb
T2	482+00.49	LT, From Back of Curb
T2	487+68.66	LT, From Back of Curb
T2	488+67.58	LT, From Back of Curb
T2	489+47.58	LT, From Back of Curb
T2	490+07.58	LT, From Back of Curb
T2	488+58.19	RT, From Back of Curb
T2	487+72.63	RT, From Back of Curb
T2	485+12.29	RT, From Back of Curb
T2	483+35.10	RT, From Back of Curb
T2	481+70.31	RT, From Back of Curb
T2	487+52.63	RT, From Back of Curb
T2	476+71.31	RT, From Back of Curb
T2	477+31.74	RT, From Back of Curb
T2	460+10.99	RT, From Back of Curb

PRECAST TREE GRATE & DECORATIVE SURROUND

Description	Station	Offset
T2	476+67.10	LT, From Back of Curb
T2	474+27.28	RT, From Back of Curb
T2	474+47.28	RT, From Back of Curb
T2	472+91.11	RT, From Back of Curb
T2	472+11.11	RT, From Back of Curb
T2	469+93.59	RT, From Back of Curb
T2	480+45.70	RT, From Back of Curb
T2	468+67.22	RT, From Back of Curb
T2	466+84.67	RT, From Back of Curb
T2	465+01.21	RT, From Back of Curb
T2	464+61.21	RT, From Back of Curb
T2	464+01.21	RT, From Back of Curb
T2	463+41.21	RT, From Back of Curb
T2	474+87.28	RT, From Back of Curb
T2	479+24.58	RT, From Back of Curb
T3	459+41.75	LT, From Back of Curb
T3	460+01.59	LT, From Back of Curb
T3	461+69.15	LT, From Back of Curb
T3	468+16.05	LT, From Back of Curb
T3	468+76.07	LT, From Back of Curb
T3	472+89.40	LT, From Back of Curb
T3	474+18.30	LT, From Back of Curb
T3	474+58.30	LT, From Back of Curb
T3	478+71.18	LT, From Back of Curb
T3	488+47.58	LT, From Back of Curb
T3	488+87.58	LT, From Back of Curb
T3	489+27.58	LT, From Back of Curb
T3	489+67.58	LT, From Back of Curb
T3	487+92.63	RT, From Back of Curb
T3	479+84.58	RT, From Back of Curb
T3	475+47.28	RT, From Back of Curb
T3	474+67.28	RT, From Back of Curb
T3	474+07.28	RT, From Back of Curb
T3	473+67.28	RT, From Back of Curb
T3	473+11.11	RT, From Back of Curb
T3	472+71.11	RT, From Back of Curb
T3	470+53.59	RT, From Back of Curb
T3	469+73.61	RT, From Back of Curb
T3	467+76.90	RT, From Back of Curb
T3	458+60.00	LT, From Back of Curb
T3	463+81.22	RT, From Back of Curb

PRECAST TREE GRATE & DECORATIVE SURROUND

Description	Station	Offset
T3	463+21.21	RT, From Back of Curb
T3	462+81.21	RT, From Back of Curb
T3	462+01.21	RT, From Back of Curb
T3	458+94.51	RT, From Back of Curb
T4	467+56.07	LT, From Back of Curb
T4	470+16.08	LT, From Back of Curb
T4	476+47.12	LT, From Back of Curb
T4	487+48.66	LT, From Back of Curb
T4	488+78.19	RT, From Back of Curb
T4	479+44.58	RT, From Back of Curb
T4	475+07.28	RT, From Back of Curb
T4	472+31.11	RT, From Back of Curb
T4	470+13.59	RT, From Back of Curb
T4	468+87.22	RT, From Back of Curb
T4	464+21.21	RT, From Back of Curb
T4	462+41.21	RT, From Back of Curb
T4	476+91.76	RT, From Back of Curb

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

LANDSCAPE ARCHITECT OF RECORD:
BRIAN R. SHORE LA-6666770

MILLER LEGG
5747 NORTH ANDREWS WAY
FORT LAUDERDALE, FLORIDA 33309-2364
954-436-7000 • WWW.MILLERLEGG.COM

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 804	PALM BEACH	444079-1-52-01

HARDSCAPE PLAN - SCHEDULE

SHEET NO.
LD-11

CITY OF BOYNTON BEACH CONTACT INFORMATION:

GARY DUNMYER
561-742-6231
DUNMYERG@BBFL.US

HARDSCAPE NOTES:

1. CONSTRUCT IN ACCORDANCE WITH SECTION 350 AND 522 OF THE STANDARD SPECIFICATIONS
2. CONCRETE TO HAVE MINIMUM 28 DAY CURING COMPRESSIVE STRENGTH PER STANDARD SPECIFICATION 347.
3. FOR REINFORCEMENT, REFER TO PLANS AND MEET THE STANDARDS SET FORTH IN SECTION 415 OF THE STANDARD SPECIFICATIONS.
4. PROVIDE FORMS AS SPECIFIED IN STANDARD SPECIFICATION 520-3
5. SHAPE AND COMPACT THE FOUNDATION MATERIALS TO A FIRM, EVEN SURFACE, TRUE TO GRADE AND CROSS SLOPE. COMPACT AREAS THAT HAVE BEEN EXCAVATED MORE THAN 6 INCHES BELOW THE BOTTOM OF THE CONCRETE TO A MINIMUM OF 95% OF AASHTO T99 DENSITY. AREA TO BE COMPACTED INCLUDES THE AREA DIRECTLY UNDER AND 1 FOOT BEYOND EACH SIDE OF THE SIDEWALK, LESS UNDER THE TREE GRATES, WHEN RIGHT OF WAY ALLOWS.
6. DO NOT CUT OR MODIFY THE FINAL SURFACE. UTILITIES, PULL BOXES, FOUNDATIONS, ETC. TO BE INSTALLED, NOT WITHIN THE BREAKS OF CONSTRUCTION JOINTS PRIOR TO INSTALLATION OF CONCRETE.
7. INSTALL EXPANSION, CONTRACTION, CONSTRUCTION, AND SAW-CUT JOINTS IN ACCORDANCE WITH THE PLANS, STANDARD SPECIFICATION 522, AND THE STANDARD PLANS.
8. ORIGIN OF JOINTS TO BE BASED ON BACK OF DECORATIVE BORDER EXTENDING OUT AT A 45°ANGLE.
9. REFER TO ROADWAY PLANS FOR SIDEWALK JOINT INCORPORATION

INTEGRALLY COLORED ADMIXTURE NOTES:

1. COLORATION OF CONCRETE TO BE ACHIEVED THROUGH USE OF AN INTEGRAL COLORED ADMIXTURE ADDED TO CONCRETE MIX AT PLANT.
2. CEMENT COLOR TO BE WHITE UNLESS MANUFACTURER RECOMMENDS OTHERWISE AND IS APPROVED BY LANDSCAPE ARCHITECT OF RECORD.
3. REFER TO PLANS AND DECORATIVE WAVE, DECORATIVE PRECAST TREE GRATE AND TREE GRATE SURROUND NOTES FOR COLORS.
4. PROVIDE COPY OF MANUFACTURER'S LITERATURE TO ENGINEER OF RECORD FOR REVIEW BY LANDSCAPE ARCHITECT OF RECORD.
5. SUPPLY COLOR CHART AND PHYSICAL SAMPLE OF COLORED CONCRETE TO ENGINEER OF RECORD FOR REVIEW BY LANDSCAPE ARCHITECT OF RECORD.
6. COLOR TO BE INTEGRAL TO CONCRETE MIXTURE AND CONSISTENT THROUGHOUT THE SLAB.
7. MATERIALS USED TO ACHIEVE COLOR SHALL CREATE AN ADHERENT, WEATHER RESISTANT, SKID RESISTANT, WEAR RESISTANT SURFACE UNDER SERVICE CONDITIONS.

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REVISIONS				LANDSCAPE ARCHITECT OF RECORD: BRIAN R. SHORE LA-6666770	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			GENERAL NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MILLER LEGG 5747 NORTH ANDREWS WAY FORT LAUDERDALE, FLORIDA 33309-2364 954-436-7000 • WWW.MILLERLEGG.COM	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LD-12
					SR 804	PALM BEACH	444079-1-52-01		

DECORATIVE WAVE NOTES:

1. CONSTRUCT DECORATIVE WAVES IN ACCORDANCE WITH THE PLANS, DETAILS, HARDSCAPE NOTES, AND INTEGRALLY COLORED CONCRETE NOTES
2. CONSTRUCT JOINTS IN DECORATIVE WAVES IN ACCORDANCE WITH THE PLANS, DETAILS, HARDSCAPE NOTES, AND INTEGRALLY COLORED CONCRETE NOTES
3. DECORATIVE WAVES TO UTILIZE COLORED ADMIXTURE TO MATCH AEROSPACE MATERIAL SPECIFICATION STANDARD 595 (AMS-STD) -15200 SKY BLUE COLOR
4. DECORATIVE WAVES TO BE SMOOTH TROWEL FINISH.

DECORATIVE BORDER NOTES:

1. CONSTRUCT DECORATIVE BORDER IN ACCORDANCE WITH THE PLANS, DETAILS, HARDSCAPE NOTES, AND INTEGRALLY COLORED CONCRETE NOTES
2. CONSTRUCT JOINTS IN DECORATIVE BORDER IN ACCORDANCE WITH THE PLANS, DETAILS, HARDSCAPE NOTES, AND INTEGRALLY COLORED CONCRETE NOTES
3. DECORATIVE BORDER TO BE 24" DEEP STARTING FROM BACK OF CURB PER THE PLANS.
4. DECORATIVE BORDER TO UTILIZE COLORED ADMIXTURE TO MATCH AMS-STD-20260 TAN COLOR
5. DECORATIVE BORDER TO BE SANDBLAST FINISHED

DECORATIVE SURROUND NOTES:

1. CONSTRUCT DECORATIVE SURROUND IN ACCORDANCE WITH THE PLANS, DETAILS, HARDSCAPE NOTES, AND INTEGRALLY COLORED CONCRETE NOTES.
2. DECORATIVE SURROUND TO CONFORM TO HARDSCAPE NOTES AND INTEGRALLY COLORED CONCRETE NOTES.
3. DECORATIVE SURROUND COLORED ADMIXTURE TO MATCH AMS-STD-20260 TAN COLOR
4. DECORATIVE SURROUND TO BE SANDBLAST FINISHED

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REVISIONS				LANDSCAPE ARCHITECT OF RECORD: BRIAN R. SHORE LA-6666770	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			GENERAL NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				MILLER LEGG 5747 NORTH ANDREWS WAY FORT LAUDERDALE, FLORIDA 33309-2364 954-436-7000 • WWW.MILLERLEGG.COM	SR 804	PALM BEACH	444079-1-52-01		LD-13

PRECAST TREE GRATE NOTES:

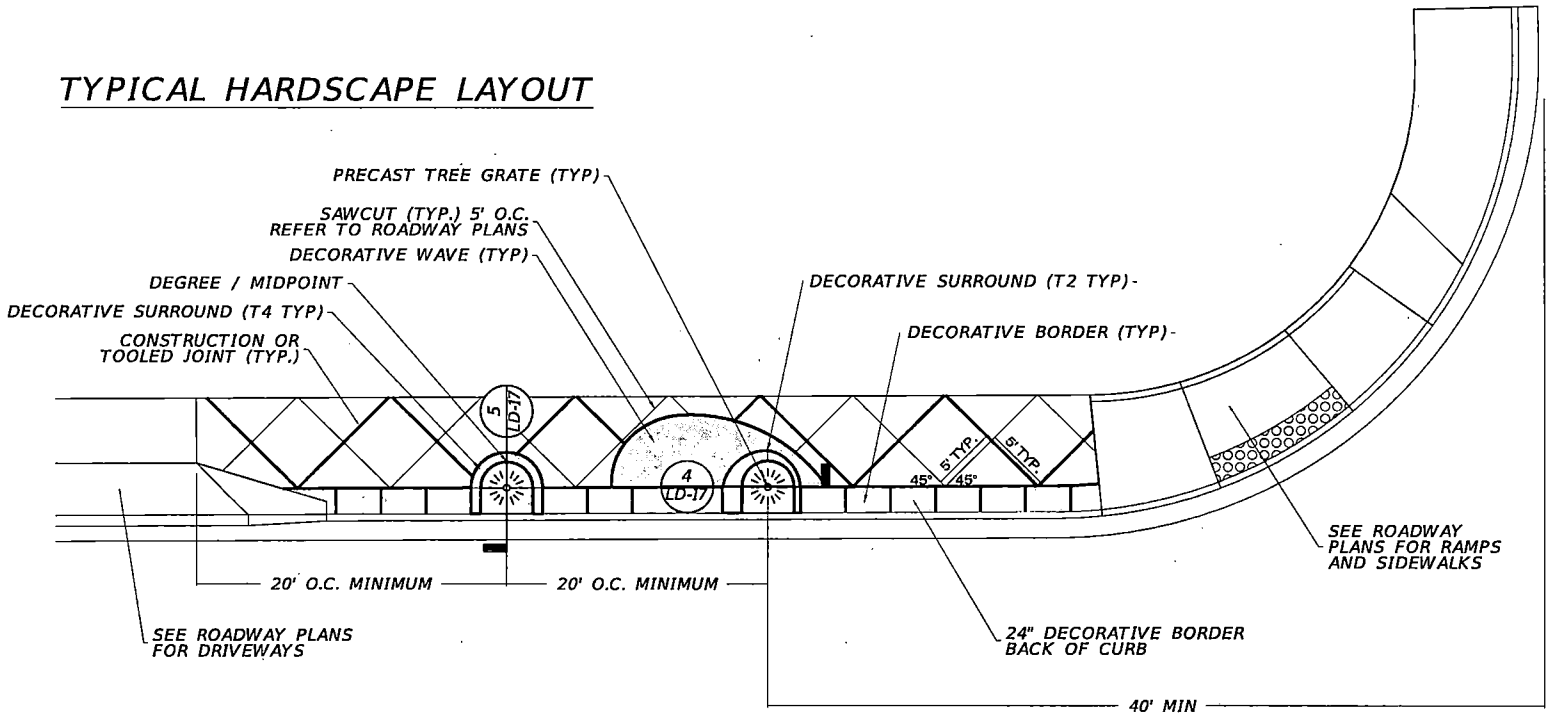
1. CONSTRUCT PRECAST TREE GRATE IN ACCORDANCE WITH THE PLANS, DETAILS, HARDSCAPE NOTES, AND INTEGRALLY COLORED CONCRETE NOTES
2. PRECAST TREE GRATE TO HAVE MINIMUM 28 DAY CURING COMPRESSIVE STRENGTH PER STANDARD SPECIFICATION 347.
3. INTEGRAL COLORED ADMIXTURE TO BE UTILIZED IN PRECAST TREE GRATE PER COLORED ADMIXTURE NOTES
4. PRECAST TREE GRATE COLORED ADMIXTURE TO MATCH AMS-STD-20266 YELLOW SAND COLOR
5. PRECAST TREE GRATE TO BE SANDBLAST FINISHED
6. PRECAST TREE GRATE TO BE REINFORCED WITH #3 REBAR AS SHOWN IN THE PLAN DETAILS AND IN ACCORDANCE WITH SECTION 931 OF THE STANDARD SPECIFICATIONS.
7. METAL L-BRACKET SUPPORT TO BE 4'L X 3"W X 3"H X ¼" THICK GALVANIZED STEEL.
8. INSTALL L-BRACKET ALONG CURB LINE AS SHOWN IN THE PLAN DETAILS
9. L-BRACKET TO BE INSTALLED WITH 3" LONG GALVANIZED WEDGE ANCHORS SPACED 10 INCHES ON CENTER WITH THE CENTER POINT OF THE L-BRACKET AS THE ORIGIN.
10. LEVELING SHIMS TO BE HIGH DENSITY POLYETHYLENE OR SIMILAR APPROVED MATERIAL.
11. PROVIDE A MINIMUM ¼" GAP BETWEEN TREE GRATE AND DECORATIVE SURROUND
12. RESIN BONDED AGGREGATE
    - A. CENTER OF TREE GRATE TO BE FILLED WITH TEMPORARY RESIN BONDED AGGREGATE SURFACE.
    - B. BONDED AGGREGATE TO BE COLD BONDED WITH PLASTIC SHEETING OR OTHER APPROVED MATERIAL TO PROTECT TREE GRATE AND AID IN REMOVAL.
    - C. BONDING MATERIAL TO BE ULTRAVIOLET RESISTANT IN COLOR
    - D. AGGREGATE TO RANGE IN SIZE BETWEEN 6MM AND 12MM.
    - E. AGGREGATE MIXTURE TO BE A MIX OF LIGHT TO DARK BROWN SMOOTH TEXTURED STONE.
    - F. PROVIDE UNBONDED SAMPLE OF AGGREGATE TO ENIGNEER OF RECORD FOR LANDSCAPE ARCHITECT OF RECORD REVIEW FOLLOWED BY A BONDED SAMPLE.

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REVISIONS				LANDSCAPE ARCHITECT OF RECORD: BRIAN R. SHORE LA-6666770	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			GENERAL NOTES	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MILLER LEGG 5747 NORTH ANDREWS WAY FORT LAUDERDALE, FLORIDA 33309-2364 954-436-7000 • WWW.MILLERLEGG.COM	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LD-14
					SR 804	PALM BEACH	444079-1-52-01		

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TYPICAL HARDSCAPE LAYOUT



DECORATIVE CONCRETE NOTES:

DECORATIVE WAVE, PRECAST TREE GRATE, AND DECORATIVE SURROUND, SHOWN FOR REFERENCE ONLY

SEE FDOT STANDARD PLANS INDEX 522-001 FOR JOINT DETAILING

SIDEWALK NOTES

ALIGN ORIGIN OF 45° 5'X5' SCORING TO DECORATIVE BORDER

SEE FDOT STANDARD PLANS INDEX 522-001 FOR JOINT DETAILING

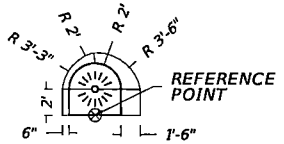
DRIVEWAY SHOWN FOR REFERENCE ONLY

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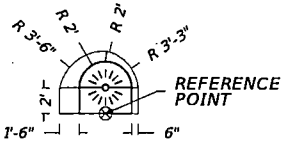
REVISIONS				LANDSCAPE ARCHITECT OF RECORD: BRIAN R. SHORE LA-6666770	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			HARDSCAPE DETAILS	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	MILLER LEGG 5747 NORTH ANDREWS WAY FORT LAUDERDALE, FLORIDA 33309-2364 954-436-7000 • WWW.MILLERLEGG.COM	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		LD-15
					SR 804	PALM BEACH	444079-1-52-01		

PRECAST TREE GRATE & DECORATIVE SURROUND



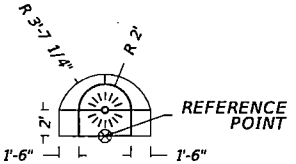
DECORATIVE SURROUND = 0.13 SY

T1



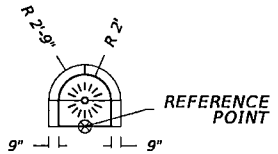
DECORATIVE SURROUND = 0.13 SY

T2



DECORATIVE SURROUND = 0.18 SY

T3

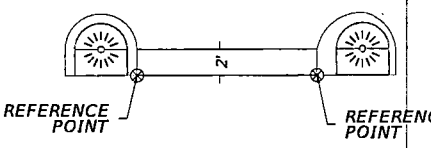


DECORATIVE SURROUND = 0.11 SY

T4

NOTE: PRECAST GRATE AND DECORATIVE SURROUND INCLUDED IN THE CONSTRUCTION OF TREE GRATE SYSTEM. PRECAST TREE GRATE INCLUDING DECORATIVE SURROUND CONCRETE.

24" DECORATIVE BORDER

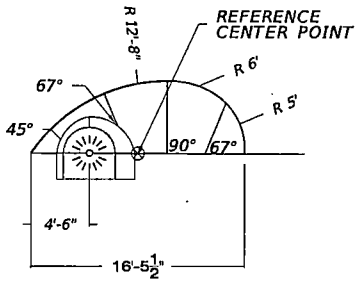


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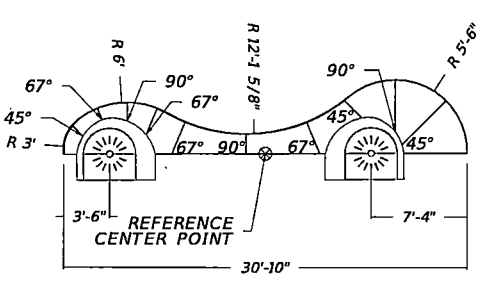
DECORATIVE BORDER = SY PER PLAN LAYOUT

NOTE: PRECAST TREE GRATES ARE SHOWN FOR REFERENCE PURPOSES ONLY.

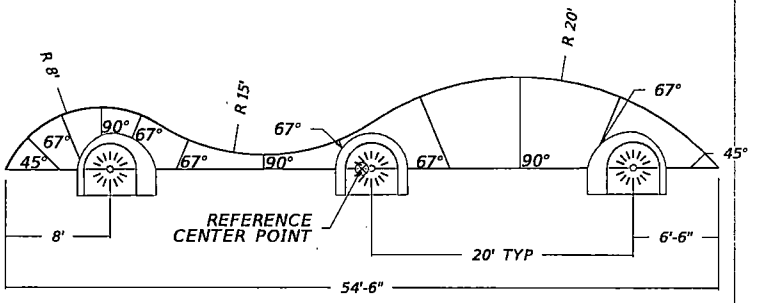
DECORATIVE WAVE



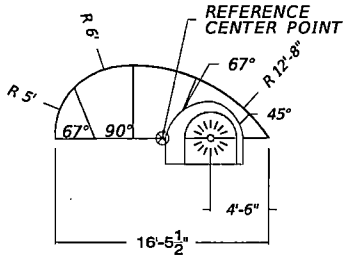
A1 DECORATIVE WAVE A1 & B1 = 6.18 SY



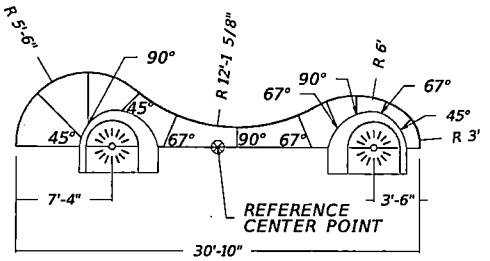
A2 DECORATIVE WAVE A2 & B2 = 9.35 SY



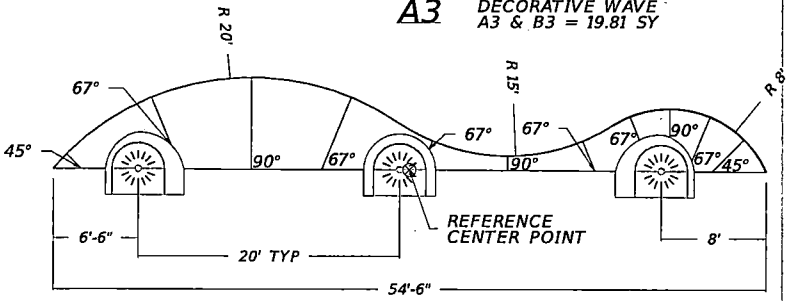
A3 DECORATIVE WAVE A3 & B3 = 19.81 SY



B1



B2



B3

NOTE: PRECAST TREE GRATES / SURROUNDS ARE SHOWN FOR REFERENCE PURPOSES ONLY DIMENSIONING SHOWN ARE BASED ON LEFT BACK OF CURB LOCATIONS, RIGHT SIDE ARE A MIRRORED OF LEFT SIDE.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

LANDSCAPE ARCHITECT OF RECORD: BRIAN R. SHORE LA-6666770

MILLER LEGG
5747 NORTH ANDREWS WAY
FORT LAUDERDALE, FLORIDA 33309-2364
954-436-7000 • WWW.MILLERLEGG.COM

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

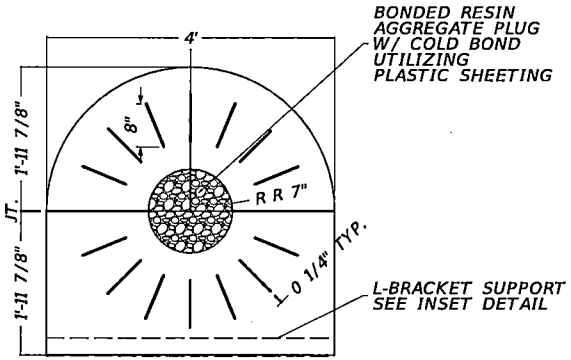
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 804	PALM BEACH	444079-1-52-01

HARDSCAPE DETAILS

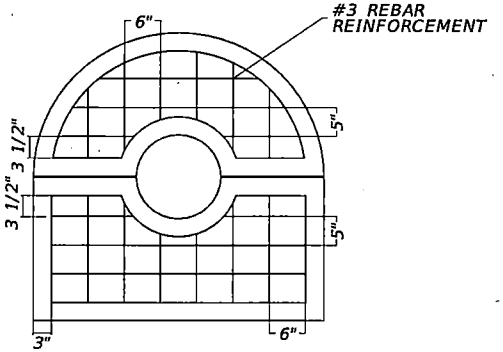
SHEET NO. LD-16

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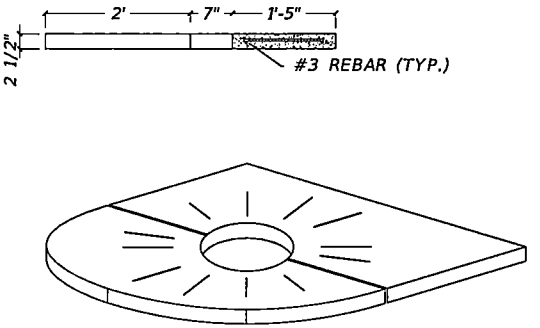
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G10-11.011, F.A.C.



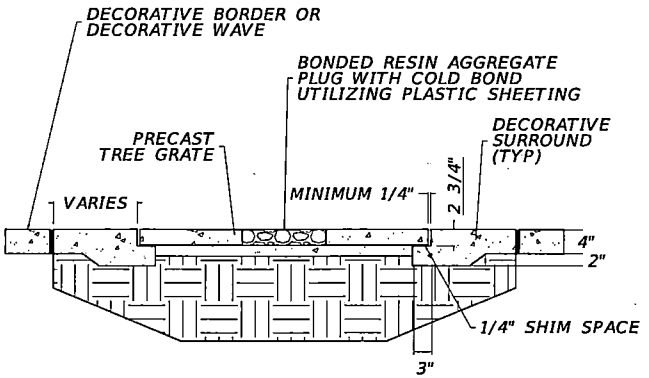
1 PRECAST TREE GRATE PLAN VIEW
N.T.S



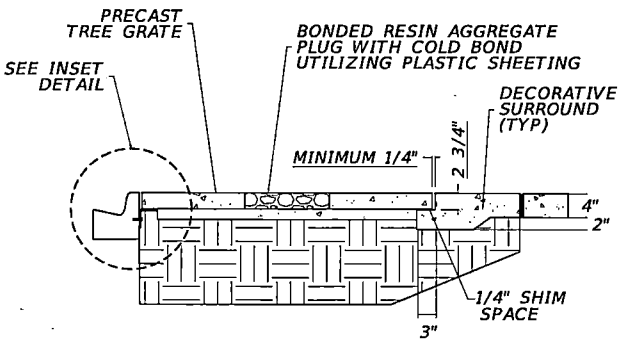
2 PRECAST TREE GRATE REINFORCEMENT
N.T.S



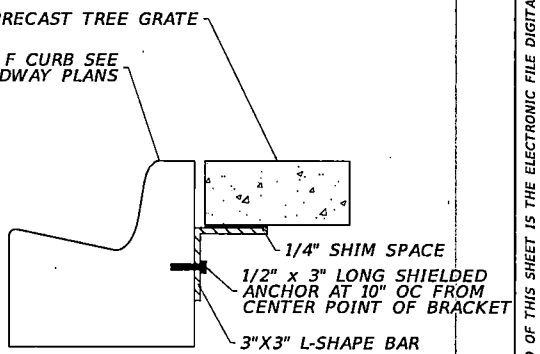
3 PRECAST TREE GRATE ISOMETRIC VIEW
N.T.S



4 PRECAST TREE GRATE / DECORATIVE SURROUND
N.T.S



5 PRECAST TREE GRATE / DECORATIVE SURROUND
N.T.S



6 PRECAST TREE GRATE SUPPORT INSET
N.T.S

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

LANDSCAPE ARCHITECT OF RECORD:
BRIAN R. SHORE LA-6666770

MILLER LEGG
5747 NORTH ANDREWS WAY
FORT LAUDERDALE, FLORIDA 33309-2364
954-436-7000 • WWW.MILLERLEGG.COM

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 804	PALM BEACH	444079-1-52-01

HARDSCAPE DETAILS

SHEET NO.
LD-17

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G10-11.011, F.A.C.

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SECTION No.: 93200000
FM No. (s): 444079-1-52-01
COUNTY: Palm Beach
S.R. No.: 804

EXHIBIT C

MAINTENANCE PLAN FOR LANDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the DISTRICT FOUR (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

Please see attached

MAINTENANCE PLAN
Landscape Improvements

Project State Road No(s):	**State Road 804/Boynton Beach Blvd. from NW 3rd Street (MP. 8.484) to US-1/Federal Highway (MP. 9.130)**
Permit or FM No(s):	**444079-1-52-01**
RLA of Record:	**Brian R. Shore**
Maintaining Agency:	**City of Boynton Beach**
Date:	**June 01, 2022**

The purpose of a plan for the landscape improvements maintenance practices is to allow the plant material on your project to thrive in a safe and vigorous manner while fulfilling their intended purpose and conserving our natural resources. Plantings and all other landscape improvements within FDOT right of way shall be maintained to avoid potential roadway hazards and to provide required clear visibility, accessibility, clearance, and setbacks as set forth by Florida Department of Transportation (FDOT) governing standards and specifications: FDOT Standard Plans, FDOT Plans Design Manual and FDOT Standard Specifications for Road and Bridge Construction, as amended by contract documents, and all other requirements set forth by the District 4 Operations Maintenance Engineer.

Part I** of the Maintenance Plan describes general maintenance requirements and recommendations and is standard to all projects. **Part II provides recommendations prepared by the Registered Landscape Architect of Record specific to the attached approved plans.

PART I. GENERAL MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:

WATERING REQUIREMENTS
Watering is a critical concern for not only the maintenance of healthy plant material but also for observing water conservation practices. The amount of water to apply at any one time varies with the weather, drainage conditions and water holding capacity of the soil. For plant materials that have been established, it is imperative that any mandated water restrictions be fully conformed to on FDOT roadways.

Proper watering techniques should provide even and thorough water dispersal to wet the entire root zone, but not saturate the soil or over-spray onto travel lanes.

IRRIGATION SYSTEM
The Agency shall ensure there are no roadway overspray or irrigation activities during daytime hours (most notably "rush hour" traffic periods). It is imperative the irrigation controller is properly set to run early enough that the watering process will be entirely completed before high traffic periods, while adhering to mandated water restrictions. To ensure water conservation, the Agency shall monitor the system for water leaks and the rain sensors to ensure they are functioning properly so that the system shuts down when there is sufficient rainfall.

MULCHING
Mulch planting beds to prevent weed growth, retain moisture to the plants, protect against soil erosion and nutrient loss, maintain a more uniform soil temperature, and improve the appearance of the planting beds. Do not mound mulch against the trunks of trees, palms, and the base of shrubs to allow air movement which aids in lowering disease susceptibility. Cypress mulch is prohibited on state right of way.

INTEGRATED PLANT MANAGEMENT
An assessment of each planting area's soil is recommended to periodically determine the nutrient levels needed to sustain healthy, vigorous plant growth.

Palms, shrubs, trees, and turf areas shall be fertilized in such a manner and frequency to ensure that the plant material remains healthy and vigorously growing. Please be alert to changes in fertilization types per University of Florida, Institute of Food and Agricultural Services (I.F.A.S.) recommendations. Establishment of an integrated pest management program is encouraged to ensure healthy plants, which are free of disease and pests.

PRUNING
All pruning, and the associated safety criteria, shall be performed according to American National Standard Institute (ANSI) A300 standards and shall be supervised by an International Society of Arboriculture (ISA) Certified Arborist. Pruning shall be carried out with the health and natural growth of plant materials in mind, to achieve the FDOT requirements for maintaining clear visibility for motorists, and provide vertical clearance for pedestrian, bicyclist, and truck traffic where applicable. Visibility windows must be maintained free of view obstructions, and all trees and palms must be maintained to prevent potential roadway and pedestrian hazards. All palms are to be kept fruit free. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) are to be mature height in compliance with the *FDM Window Detail*. Vertical clear zones for vegetation heights over roadways and sidewalks must meet the requirements of the *FDOT Maintenance Rating Program* (MRP) standards. See Reference pages. The R.L.A. of Record will provide the specific pruning heights for mature or maintained height and spread of all plant material to achieve the design intent shall be noted in Part II., Specific Project Site Maintenance Requirements and Recommendations.

STAKING AND GUYING
All staking materials are to be removed after one year or as directed by the RLA of Record.). Any subsequent staking and guying activities by the Agency must adhere to *FDOT Standard Plans* guidelines (See Index 580-001). The Agency shall closely monitor staking and guying attachment materials so that they are securely fastened to avoid potential roadway hazards.

TURF MOWING
All grassed areas are to be mowed and trimmed with sufficient frequency to maintain a deep, healthy root system while providing a neat and clean appearance to the urban landscape. All turf efforts, mowing, curb/sidewalk edging and turf condition, must at a minimum, meet *FDOT Maintenance Rating Program* (MRP).

LITTER CONTROL
The project site shall remain as litter free as practicable. It is recommended to recycle this litter to avoid unnecessary waste by its reuse. Litter removal efforts must meet *FDOT Maintenance Rating Program* (MRP) standards.

WEEDING/HERBICIDE
All planting areas shall be maintained as weed free as practicable by enlisting integrated pest management practices in areas specified on the plans and maintaining proper mulch levels. Extreme care is recommended when using a chemical herbicide to avoid overspray onto plant materials. It is the applicator's responsibility to restore any damage resulting from overspray to the plantings, per the approved plans.

PLANT REPLACEMENT
Plant replacement shall be the same species and specification as the approved plan. Move and replace all plant materials that may conflict with utility relocations and service. Only plants graded Florida #1 or better, per the *Florida Department of Agriculture and Consumer Services, Grades and Standards for Nursery Plants* are permitted on FDOT roadways. Should it become necessary to change the species, a permit is required from FDOT for approval by the FDOT District Landscape Architect.

TREE CELL STRUCTURES
Underground tree cells shall be maintained in such a manner as to prolong the life of the structure and prevent potential safety hazards. If the structures fail or become damaged, they shall be replaced with the same type and specification as the approved plan.

LANDSCAPE ACCENT LIGHTING
Landscape accent lighting shall be maintained in such a manner as to prolong the life of the lighting fixture and prevent potential safety hazards. If the lighting fixtures and their system become damaged, they shall be replaced with the same type and specification as the approved plan. Landscape lighting shall meet requirements for the sea turtle nesting and hatching.

HARDSCAPE (SPECIALTY SURFACING)
All tree grates and specialty surfacing (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the surfacing and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current FDOT Maintenance Rating Program Handbook for a sidewalk; ADA accessible sidewalk; and FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on The State Highway System. If the specialty surfacing or tree grates become damaged, they shall be replaced with the same type and specification as the approved plan.

HARDSCAPE (CONCRETE PAVERS)
All concrete pavers (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the pavers. Final surface tolerance from grade elevations shall, at a minimum, meet the most current *Interlocking Concrete Pavement Institute (ICPI), Guide Specifications for Pavers on an Aggregate Base, Section 23 14 13 Interlocking Concrete Pavers*, Part 3.05. If the concrete pavers become damaged, they shall be replaced with the same type and specification as the approved plan.

It shall be the responsibility of the AGENCY to maintain all signs located within a non-standard surfacing area. Such maintenance to be provided by the AGENCY shall include repair and replacement of the sign panel, post, and base.

HARDSCAPE (NON-STANDARD TRAVELWAY SURFACING)
It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway, including asphalt pavement (if applicable), caused, or contributed by the installation or failure of non-standard surfacing, and/or the header curb, on the Department of Transportation right of way within the limits of this Agreement. Pavement restoration areas or "patches" will have a minimum length of 10-ft, measured from the edge of the header curb, and a width to cover full lanes for each lane affected by the restoration.

Pavement restoration will be performed in accordance with the most current edition of the *FDOT Standard Specifications for Road and Bridge Construction*, and the *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System.*

SITE FURNISHINGS
Site furnishing such as Trash Receptacles, Benches, Bollards and Bicycle Racks shall be maintained in such a manner as to prolong the life of the fixture and prevent potential safety hazards. If the fixtures and their overall function and mounting systems become damaged, they shall be replaced with the same type and specification as the approved plan.

MAINTENANCE OF TRAFFIC CONTROL
Reference the FDOT website regarding the selection of the proper traffic control requirements to be provided during routine maintenance and / or new installations of this DOT roadway.

VEGETATION MANAGEMENT AT OUTDOOR ADVERTISING (ODA)
(IF APPLICABLE)
To avoid conflicts with permitted outdoor advertising, please reference the State of Florida website regarding the vegetation management of outdoor advertising. This website provides a portal to search the FDOT Outdoor Advertising Inventory Management System Database. The database contains an inventory of outdoor advertising structures, permits and other related information maintained by the Department.

Also, reference the *Florida Highway Beautification Program* website link for *Vegetation Management at ODA signs* Florida Statutes and Florida Administrative Code related to vegetation management at outdoor advertising sign, permit applications for vegetation management and determining mitigation value of roadside vegetation.

PART II. SITE SPECIFIC PROJECT MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:

1. The Design Intent is to provide future palm planting locations along the corridor integrating patterned concrete design and concrete tree grates.

2. Concrete tree grates and concrete pavement shall be inspected on a quarterly basis for aesthetic appearance and safety conditions. Address any issues identified by repairing or replacing those specific locations. To maintain the overall aesthetic appearance and safety of the concrete tree grates and colored concrete pavement, they shall be cleaned on a twice-yearly basis to prevent mold, dirt, oil, and gum build up. Joints and cracks in concrete, patterned concrete, concrete curbs, expansion joints, catch basins, gutter areas, etc. shall be inspected on a monthly basis to keep those areas free of weeds.

REFERENCES (4-27-20)

This reference list is provided as a courtesy. The list may not contain the most current websites. The most current references must be accessed for up-to-date information.

Accessible Sidewalk (ADA) http://www.access-board.gov/guidelines-and-standards/streets-sidewalks

Americans with Disabilities Act (ADA) (ADAAG) http://www.ada.gov/2010ADAstandards_index.htm

American National Standard Institute, *ANSI A300, (Part 1) for Tree Care Operations – Trees, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning)*, available for purchase http://webstore.ansi.org

Florida Department of Agriculture and Consumer Services, Division of Plant Industry, *Florida Grades and Standards for Nursery Plants 2015* http://www.freshfromflorida.com/Divisions-Offices/Plant-Industry/Bureaus-and-Services/Bureau-of-Plant-and-Apiary-Inspection

Florida Department of Community Affairs (DCA), *Florida Board of Building Codes & Standards, 2017 Florida Building Code, Chapter 11 Florida Accessibility Code for Building Construction Part A* http://www.floridabuilding.org/fbc/workgroups/Accessibility_Code_Workgroup/Documentation/CHAPTER_11_w_fla_specifics.htm

Florida Department of Transportation, *Program Management, Maintenance Specifications Workbook Supplemental Specifications, Section 580 Landscape Installation* http://www.fdot.gov/programmanagement/Maintenance/2019Jan/default.shtm

Florida Department of Transportation, *FDOT Standard Plans for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 580-001 Landscape Installation* http://www.fdot.gov/design/standardplans/current/IDx/580-001.pdf

Florida Department of Transportation, *FDOT Design Manual for Design, Construction, Maintenance and Utility Operations on the State Highway System, Chapter 212.11 Clear Sight Triangles* http://www.fdot.gov/roadway/FDM/current/2018FDM212Intersections.pdf

Florida Department of Transportation, *FDOT Design Manual for Design, Construction, Maintenance and Utility Operations on the State Highway System, Chapter 215.2.3 Clear Zone Criteria, Chapter 215.2.4 Lateral Offset, Table 215.2.1 Clear Zone Width Requirements, and Table 215.2.2 Lateral Offset Criteria (for Trees)* http://www.fdot.gov/roadway/FDM/current/2018FDM215RoadsideSafety.pdf

Florida Department of Transportation, *FDOT Standard Plans for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index Series 102-600 Traffic Control through Work Zones* http://www.fdot.gov/design/standardplans/current/IDx/102-600.pdf

Department of Transportation, Landscape Architecture Website www.MyFloridaBeautiful.com

Florida Department of Transportation, *Maintenance Rating Program Handbook* http://www.dot.state.fl.us/statemaintenanceoffice/MaintRatingProgram.shtm

Florida Department of Transportation Outdoor Advertising Database http://www2.dot.state.fl.us/rightofway/

Florida Exotic Pest Plant Council Invasive Plant Lists http://www.fleppc.org/list/list.htm

Florida Irrigation Society http://www.fisstate.org

Florida Power and Light (FPL), *Plant the Right Tree in the Right Place* http://www.fpl.com/residential/trees/right_tree_right_place.shtml

SECTION No.: 93200000
FM No. (s): 444079-1-52-01
COUNTY: Palm Beach
S.R. No.: 804

EXHIBIT D

APPROXIMATE COST FOR LANDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the DISTRICT FOUR (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida Department of Transportation and the AGENCY.

0921-351	DECORATIVE COLORED CONCRETE & PRECAST TREE GRATE SYSTEM	QTY	UNIT	UNIT PRICE	COST
	Decorative Wave (Sky Blue)	750	SY	$225.00	$168,750.00
	Decorative Border (Tan)	650	SY	$225.00	$146,250.00
	Tree Grate Decorative Surround (Tan)	230	SY	$225.00	$ 51,750.00
	Tree Grate (Precast, 1.6 SY x 147)	147	SY	$225.00	$ 33,075.00
	OPINION OF PROBABLE COST:				**$399,825.00**

The above costs are included in the Agency's financial responsibility, as outlined in the Locally Funded Agreement executed by the Department and the City of Boynton Beach on July 12th, 2022, and approved with Agency Resolution R22-089.

SECTION No.:	**93200000**
FM No. (s):	**444079-1-52-01**
COUNTY:	**Palm Beach**
S.R. No.:	**804**

EXHIBIT E

RESOLUTION

This Exhibit forms an integral part of the DISTRICT FOUR (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

Please see attached

City of Boynton Beach

PUBLIC WORKS DEPARTMENT
Engineering Division
100 E. Ocean Avenue
Boynton Beach, FL 33435
PHONE: (561) 742-6244

LETTER OF INTENT TO ENTER INTO A LANDSCAPE MAINTENANCE AGREEMENT

This letter is to confirm the intent of the City of Boynton Beach, Florida ("Maintaining Agency") to maintain all landscape materials furnished by the Department of Transportation ("FDOT") located in the Right of Way of SR 804 (Boynton Beach Boulevard) from NW 3rd Street to US-1/Federal Highway, for FM # 447573-1-SR 804 Boynton Beach – Standalone Landscape Project ("the Project"). The limits of this landscape maintenance are all landscaped arterial medians and irrigation.

To support the Project, the City of Boynton Beach commits to the following:

An Existing **District 4 Landscape Maintenance Agreement** will be amended and formalized between FDOT and the City of Boynton Beach approximately four months prior to the Project's Biddability Complete Phase, which is scheduled for January 2026.

For the purpose of this commitment, Landscape Maintenance shall mean the keeping of landscape healthy, clean, attractive, periodic weeding, fertilizing, shrub pruning, improving the topsoil and the operations and maintenance of the irrigation system.

Based upon the intent of the Maintaining Agency to maintain the landscape, the FDOT will develop the landscape plans for the areas described above.

This **Commitment of Landscape Maintenance** directed to FDOT is contingent upon review and acceptance of the Design Plans and Final Construction Documents by the City of Boynton Beach, prior to the Constructability Submittal. The Plans and Documents for this effort will conform to FDOT standards and specifications. The City of Boynton Beach will verify community support for the landscape project.

If the Maintaining Agency fails to execute an Agreement, the landscape project will not be constructed.

Daniel Dugger
Maintaining Agency Representative (Print)

6/16/25
Date

Signature

City Manager of the City of Boynton Beach
Title

Kaylee Kildare
FDOT District Landscape Manager (Print)

06/18/2025 | 9:38 AM EDT
Date

DocuSigned by:
Kaylee Kildare
AA454451F688470...
Signature

06/18/2025 | 9:38 AM EDT

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/18/2025

Proposed Resolution No. R25-296- Approve Amendment No.1 to Management Agreement between the City of Boynton Beach and the Boynton Cultural Centre, Inc. (Schoolhouse Children's Museum).

Requested Action: Staff recommends approval of Proposed Resolution No. R25-296.

Explanation of Request: In 2010 the City and the Boynton Cultural Centre, Inc., d/b/a Schoolhouse Children's Museum (SCM) entered into a management agreement to formally define the operation and maintenance of the Schoolhouse Children's Museum. In 2014, the management agreement was revised to clearly define obligations of both parties.

The current amendment simply outlines how the City Commission will gain access to the SCM Quarterly Report. If approved, the Executive Director of the SCM will forward the quarterly report to the City Manager, or designee. They will then email the quarterly report to City Commission and cease placing the report on the City Commission Agenda.

How will this affect city programs or services? This will help streamline the Commission Agenda.

Account Line Item and Description: N/A

Fiscal Impact: None

Attachments:
R25-296 Agenda_Item_3955-2025_-_Resolution_for_Amendment_No._1_-_Boynton_Cultural_Centre__Inc..docx
Amendment - Management Agreement - Boynton Cultural Centre, Inc..docx

RESOLUTION NO. R25-296

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AMENDMENT NO. 1 TO MANAGEMENT AGREEMENT WITH BOYNTON CULTURAL CENTRE, INC.; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, on October 1, 2014, the City and Boynton Cultural Centre, Inc. ("Cultural Centre"), entered into a Management Agreement (the "Agreement") to formally define the operation and maintenance of the Schoolhouse Children's Museum, approved by Resolution No. R14-106 on October 21, 2014; and

WHEREAS, the City and Cultural Centre desire to amend the Agreement to outline how the City Commission will gain access to the SCM Quarterly Report; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, deems it to be in the best interests of the citizens and residents of the City of Boynton to approve Amendment No. 1 to Management Agreement with Boynton Cultural Centre, Inc.

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 Amendment No. 1 to Management Agreement with Boynton Cultural Centre, Inc. (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 required under the Amendment or necessary to accomplish the purposes of this Resolution.

SECTION 4. The fully executed Amendment shall be retained by the City Clerk as a public record of the City, and a copy shall be provided to Miriam Naranjo to forward to the Cultural Centre.

SECTION 5. This Resolution shall take effect as provided by law.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED this ____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

AMENDMENT NO. 1 TO MANAGEMENT AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND BOYNTON CULTURAL CENTRE, INC.

This First Amendment ("Amendment") is entered into by and between the City of Boynton Beach, a Florida municipal corporation ("City"), and Boynton Cultural Centre, Inc., a Florida non-profit corporation ("Cultural Centre") (collectively referred to as the "Parties").

RECITALS

A. On October 1, 2014, the Parties entered into "Management Agreement" (the "Agreement") to formally define the operation and maintenance of the Schoolhouse Children's Museum.

B. The Parties desire to amend the Agreement to outline how the City Commission will gain access to the SCM Quarterly Report.

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, City and Cultural Centre agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. The Agreement is hereby amended as follows:

Amendment to Section 2.0. Obligations of the Cultural Centre: Section 2.3. of the Agreement is hereby deleted and replaced with the following language:

"2.3. The Cultural Centre shall report quarterly to the City Commission on all of its activities, achievements, revenues, and expenditures. A quarterly written report shall be emailed to the City Manager or designee. The quarterly report will be forwarded to all City Commissioners for review via email."

4. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties

agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

5. Cultural Centre acknowledges that through the date this Amendment is executed by Cultural Centre, Cultural Centre has no claims or disputes against City with respect to any of the matters covered by the Agreement.

6. The following new sections are added to the Agreement as follows:

Section 16.0 Background Screening:

16.1 The Cultural Centre shall ensure that all employees, contractors, and volunteers who have direct contact with children at the Museum or in connection with any programs or activities conducted by the Cultural Centre undergo Level II background screening as required by Chapter 435, Florida Statutes, prior to commencing any duties involving contact with children. The Cultural Centre shall maintain documentation of all required background screenings and shall make such documentation available to the City upon request.

7. The effective date of this Amendment shall be the date of complete execution by the Parties.

8. This Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS OF THE FOREGOING, the parties have set their hands and sealed the day and year first written above.

CITY OF BOYNTON BEACH, FLORIDA

_____
Rebecca Shelton, Mayor

Approved as to Form:

_____
Shawna G. Lamb, City Attorney

Attested/Authenticated:

_____
Maylee DeJesus, City Clerk

BOYNTON BEACH CULTURAL CENTRE, INC.

_____
(Signature)

_____
Print Name of Authorized Official

_____
Title

(Corporate Seal)

Attest/Authenticated:

_____
(Signature), Witness

_____
Print Name

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/18/2025

Proposed Resolution No. R25-297- Approve and authorize the Mayor (or designee) to apply for the State permit necessary to temporarily close Federal Highway on Saturday, December 6, 2025, for the 54th Annual Holiday Parade.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-297.

Explanation of Request: Federal Highway, between Woolbright Road and N.E. 1st Avenue, serves as the staging and parade route for the Annual Holiday Parade. The closing of this road requires a permit from the Florida Department of Transportation (FDOT) and pursuant to Chapter 14-65 of the Florida Administrative Code, FDOT requires local governments to submit a Request for Temporary Closing/Special Use of State Road along with a resolution authorizing the event.

How will this affect city programs or services? The Parade is scheduled to start at 4:00 P.M. on Saturday, December 6, 2025. It will travel north on Federal Highway. It will be necessary to close Federal Highway beginning at 12:00 P.M. from Boynton Beach Boulevard south to Woolbright Road. It is expected that the road will re-open between 9:00 P.M. and 10:00 P.M.

Budgeted Item: Yes

Account Line Item and Description: Special Events: 001-1213-519-4824

Fiscal Impact: The Holiday Parade is a budgeted item within the Event Division budget. No additional impact expected.

Attachments:
R25-297 Agenda_Item_3957-2025_Resolution_to_apply_for_State_permit_to_close_Federal_Hwy_for_12.6.25_Annual_Hol

RESOLUTION NO. R25-297

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR, OR DESIGNEE, TO APPLY FOR THE STATE PERMIT NECESSARY TO TEMPORARILY CLOSE FEDERAL HIGHWAY ON SATURDAY, DECEMBER 6, 2025, FOR THE 54TH ANNUAL HOLIDAY PARADE; AND FOR ALL OTHER PURPOSES.

WHEREAS, Federal Highway, between Woolbright Road and N.E. 1st Avenue, serves as the staging and parade route for the Annual Holiday Parade. The closing of this road requires a permit from the Florida Department of Transportation (FDOT), and pursuant to Chapter 14-65 of the Florida Administrative Code, FDOT requires local governments to submit a Request for Temporary Closing/Special Use of State Road, along with a resolution authorizing the event; 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 and authorize the Mayor, or designee, to apply for the State permit necessary to temporarily close Federal Highway on Saturday, December 6, 2025, for the 54th Annual Holiday Parade.

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 and authorize the Mayor, or designee, to apply for the State permit necessary to temporarily close Federal Highway on Saturday, December 6, 2025, for the 54th Annual Holiday Parade. The Mayor or designee is further authorized to execute any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

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

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-297

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/18/2025

Proposed Resolution No. R25-301- Approving an Interlocal Agreement between the City and the Boynton Beach Community Redevelopment Agency for Funding for Beautification Technicians.
Proposed Resolution No. R25-302- Approving an Interlocal Agreement between the City and the Boynton Beach Community Redevelopment Agency for Funding for Code Enforcement Officers.
Proposed Resolution No. R25-303- Approving an Interlocal Agreement between the City and the Boynton Beach Community Redevelopment Agency for Funding for the Engineer/Project Manager position.
Proposed Resolution No. R25-304- Approving an Interlocal Agreement between the City and the Boynton Beach Community Redevelopment Agency for Funding Boynton Beach Police Department Cameras.
Proposed Resolution No. R25-305- Approving the Revised Exhibit A to the Interlocal Agreement for Funding Construction and Professional Services between the City and CRA (Fiscal Year 2025-2026 Projects) as approved by the CRA Board on November 10th, 2025.
Proposed Resolution No. R25-306- Approving a Budget Amendment for Fiscal Year 2025-2026, Amending the Capital Appropriation for the Inn at Boynton Demolition Project.

Requested Action: Staff recommends approval of Proposed Resolutions No. R25-301, R25-302, R25-303, R25-304, R25-305 and R28-306.

Explanation of Request: Pursuant to Chapter 163, Part III, Florida Statutes, and the adopted Community Redevelopment Plan, the City and CRA have identified several collaborative initiatives intended to support redevelopment, neighborhood stabilization, beautification, and public safety within CRA boundaries. To that end, four Interlocal Agreements have been developed as follows:

1. Beautification Technicians (2 positions) – Establishes two City positions focused on landscaping, maintenance, and enhancement of publicly owned spaces within the CRA District.
- CRA Funding: Not to exceed $147,000 annually.
- Purpose: Support CRA beautification goals by maintaining medians, parks, and right-of-way corridors along Federal Highway and related areas.

2. Code Enforcement Officers (4 positions) – Establishes four City positions dedicated

exclusively to proactive code enforcement within CRA boundaries.
- CRA Funding: Not to exceed $308,964 annually.
- Purpose: Improve property maintenance and compliance, enhance neighborhood conditions, and coordinate with CRA businesses and residents.

3. CRA Project Manager (Engineer/Project Manager) – Establishes one new City position dedicated to planning, design, and construction management of CRA-funded capital projects.
- CRA Funding: Not to exceed $160,000 annually.
- Purpose: Manage CRA infrastructure projects, coordinate permitting, oversee contractors, and serve as liaison between City and CRA departments.

4. Police Department Video Surveillance Cameras – Provides CRA funding for the purchase and installation of up to fourteen (14) surveillance cameras at roadway intersections and shopping plazas within CRA boundaries.
- CRA Funding: Not to exceed $60,000 total.
- Purpose: Support community policing efforts, improve safety, and deter criminal activity in redevelopment areas.

Each agreement provides for CRA reimbursement to the City on a quarterly basis, includes standard public records and indemnification clauses, and is consistent with the Community Redevelopment Plan's objectives to promote safe, well-maintained, and economically vibrant neighborhoods.

In addition, this item includes the Revised Exhibit A (Fiscal Year 2025-2026 Projects) approved by the CRA Board on November 10th, 2025, which updates funding allocations to reflect current fiscal year costs, as well as a Budget Amendment for Fiscal Year 2025-2026, Amending the Capital Appropriation for the Inn at Boynton Demolition Project.

How will this affect city programs or services? The proposed Interlocal Agreements will strengthen City service delivery and operational capacity within the Community Redevelopment Area without increasing the City's General Fund expenditures. By funding City positions and initiatives through CRA reimbursement, the agreements expand the City's ability to:

- Accelerate design, permitting, and construction of CRA-funded capital improvement projects.
- Improve neighborhood appearance, landscaping, and maintenance within key public corridors.
- Enhance code compliance and community engagement through dedicated enforcement staff.
- Support community policing and safety through new surveillance technology.

Budgeted Item: Yes

Fiscal Impact: Total CRA funding across all four agreements shall not exceed $675,964 for FY2025–2026. Each agreement is subject to annual budgetary appropriation by the CRA and will be reimbursed to the City upon documented expenditure.

Attachments:
R25-301 Agenda_Item_3941-

2025_Resolution_for_City_and_CRA_Interlocal_for_Beautification_Technician.docx
R25-302 Agenda_Item_3941-
2025_Resolution_for_City_and_CRA_Interlocal_for_Code_Enforcement_Officers.docx
R25-303 Agenda_Item_3941-
2025_Resolution_for_City_and_CRA_Interlocal_for_Engineer_Project_Manager_position.docx
R25-304 Agenda_Item_3941-
2025_Resolution_for_City_and_CRA_Interlocal_for_Police_Department_Cameras.docx
R25-305 Agenda_Item_3941-
2025_Resolution_for_City_and_CRA_Revised_Exhibit_A_to_Funding_Construction_Interlocal
R25-306 Agenda_Item_3941-2025___Budget_Amendment_Resolution.docx
25_1028_Beautification Technician Interlocal Agreement_Revised.docx
Code_Enforcement_Interlocal_Agreement_4929-6960-3940_v-Revised.docx
Interlocal_Agreement_for_CRA_Project_Manager_with_Comments.docx
25_1027_Interlocal Agreement for Video Surveillance Cameras (002).docx
25_1028_FY25-26 Exhibit A Revised.pdf
Exhibit B - FY2526 Fund 302 Budget Amendment Inn at Boynton.pdf

RESOLUTION NO. R25-301

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR FUNDING FOR BEAUTIFICATION TECHNICIANS; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City Commission of the City of Boynton Beach, Florida, has determined that one or more slum or blighted areas exist within the City of Boynton Beach; and

WHEREAS, the City Commission established the Community Redevelopment Agency ("CRA") for the purpose of carrying out redevelopment activities within those identified slum and blighted areas; and

WHEREAS, the prevention and elimination of slums and blight is a matter of state policy and public concern, as recognized under Florida law; and

WHEREAS, the City and the CRA may incur the entire expense of public improvements for the purpose of aiding in the planning, undertaking, or carrying out of community redevelopment and related activities; and

WHEREAS, the CRA may lend, grant, or contribute funds to a municipality for the purpose of aiding in the planning, undertaking, or carrying out of community redevelopment and related activities; and

WHEREAS, the City and the CRA desire for the City to establish two (2) new positions titled "Beautification Technician (CRA)"; and

WHEREAS, the Beautification Technician (CRA) positions will enhance the publicly owned areas (including rights-of-way) exclusively within the CRA boundaries, including park entrances, medians, and along Federal Highway, and may assist with landscape/landscape design of medians; and

WHEREAS, the CRA desires to provide funding to the City for the two (2) Beautification Technician (CRA) positions through reimbursement; 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 an Interlocal Agreement between the City and the Boynton Beach Community Redevelopment Agency for Funding for Beautification

Technicians.

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 an Interlocal Agreement between the City and the Boynton Beach CRA for Funding for Beautification Technicians (the "Agreement"), 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 Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement, including any term extensions as provided in the Agreement, provided such documents do not modify the financial terms or material terms.

SECTION 4. Upon full execution of the Interlocal Agreement, the Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Palm Beach County, Florida, as required by Section 163.01(11), Florida Statutes, for interlocal agreements.

SECTION 5. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-301

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

RESOLUTION NO. R25-302

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR FUNDING FOR CODE ENFORCEMENT OFFICERS; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City Commission of the City of Boynton Beach, Florida, has determined that one or more slum or blighted areas exist within the City of Boynton Beach; and

WHEREAS, the City Commission established the Community Redevelopment Agency ("CRA") for the purpose of carrying out redevelopment activities within those identified slum and blighted areas; and

WHEREAS, the prevention and elimination of slums and blight is a matter of state policy and public concern, as recognized under Florida law; and

WHEREAS, the CRA Plan has identified goals to encourage and initiate various code enforcement policies, as well as other means deemed feasible and appropriate to stabilize and enhance neighborhoods and commercial areas; and

WHEREAS, the CRA may lend, grant, or contribute funds to a municipality for the purpose of aiding in the planning, undertaking, or carrying out of community redevelopment and related activities; and

WHEREAS, the City and the CRA desire for the City to establish four (4) new code enforcement officers who will be proactive and work in coordination with CRA residents and businesses (each a "Code Enforcement Officer (CRA)"); and

WHEREAS, the Code Enforcement Officer (CRA) positions will focus on outreach and remediation, work offset schedules to increase visibility and hours of service, and seek enforcement on their own volition, and coordinate with the Neighborhood Officer Policing Program, CRA businesses, and CRA residents; and

WHEREAS, the CRA desires to provide funding to the City for the four (4) new Code Enforcement Officer (CRA) positions through reimbursement; 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 an Interlocal Agreement between the

City and the Boynton Beach Community Redevelopment Agency for Funding for Code Enforcement Officers.

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 an Interlocal Agreement between the City and the Boynton Beach CRA for Funding for Code Enforcement Officers (the "Agreement"), 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 Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement, including any term extensions as provided in the Agreement, provided such documents do not modify the financial terms or material terms.

SECTION 4. Upon full execution of the Interlocal Agreement, the Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Palm Beach County, Florida, as required by Section 163.01(11), Florida Statutes, for interlocal agreements.

SECTION 5. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-302

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

RESOLUTION NO. R25-303

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR FUNDING FOR THE ENGINEER/PROJECT MANAGER POSITION; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Community Redevelopment Agency ("CRA") is tasked with implementing the Community Redevelopment Plan and facilitating the redevelopment of areas within its designated boundaries; and

WHEREAS, to facilitate its mission, the CRA frequently collaborates with the City, completes and submits applications to the City, and works with the City on mutually acceptable, beneficial efforts within the CRA. The CRA must complete numerous project applications and other redevelopment-related requests; and

WHEREAS, the City is responsible for processing the CRA's project applications and supporting related redevelopment functions; and

WHEREAS, the City desires to establish and fill a position for an Engineer/Project Manager exclusively focused on CRA projects to serve as a liaison between the City and the CRA (the "CRA Project Manager"); and

WHEREAS, the CRA Project Manager will lead the full life cycle of public infrastructure and redevelopment initiatives—from initial planning and design through construction and close-out; manage project scopes, budgets, and schedules while ensuring compliance with all applicable codes, permitting requirements, and CRA regulations; coordinate with consultants, contractors, and City departments to deliver high-quality, community-focused projects that support revitalization goals; oversee engineering designs and construction activities, conduct site inspections, and resolve field issues to maintain progress and quality; handle contract administration, budget tracking, and procurement tasks; and engage with stakeholders—including residents, businesses, and City leadership—to ensure transparency, gather input, and align projects with the community's needs; and

WHEREAS, the CRA may lend, grant, or contribute funds to a municipality for the purpose

of aiding in the planning, undertaking, or carrying out of community redevelopment and related activities; and

WHEREAS, the CRA desires to provide funding to the City for the CRA Project Manager position; 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 an Interlocal Agreement between the City and the Boynton Beach Community Redevelopment Agency for Funding for the Engineer/Project Manager position.

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 an Interlocal Agreement between the City and the Boynton Beach CRA for Funding for the Engineer/Project Manager position (the "Agreement"), 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 Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement, including any term extensions as provided in the Agreement, provided such documents do not modify the financial terms or material terms.

SECTION 4. Upon full execution of the Interlocal Agreement, the Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Palm Beach County, Florida, as required by Section 163.01(11), Florida Statutes, for interlocal agreements.

SECTION 5. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-303

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

RESOLUTION NO. R25-304

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR FUNDING BOYNTON BEACH POLICE DEPARTMENT CAMERAS; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Florida Legislature has found and declared that there exist in counties and municipalities of the state slum and blighted areas which constitute a serious and growing menace, injurious to the public health, safety, morals, and welfare of the residents of the state; that the existence of such areas aggravates traffic problems, and substantially hampers the elimination of traffic hazards and the improvement of traffic facilities; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, has determined that one or more slum or blighted areas exist within the City of Boynton Beach; and

WHEREAS, the City Commission established the Community Redevelopment Agency ("CRA") for the purpose of carrying out redevelopment activities within those identified slum and blighted areas; and

WHEREAS, the CRA may establish, and the City has the power to approve, the development of community policing innovations; and

WHEREAS, a community redevelopment plan may provide for the development and implementation of community policing innovations; and

WHEREAS, the governing body of a CRA may approve the community redevelopment and the plan therefor if it finds that the community redevelopment plan gives due consideration to the utilization of community policing innovations, including strategies designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community; and

WHEREAS, the City and the CRA desire for the Boynton Beach Police Department to install new video surveillance cameras at roadway intersections and shopping plazas located inside the CRA's boundaries; and

WHEREAS, the City and the CRA believe that the presence of video surveillance cameras at roadway intersections and shopping plazas will aid in the elimination of crime, reduction of

traffic hazards, and increase the visible presence of police in the CRA's boundaries; and

WHEREAS, the CRA desires to provide funding to the City for the Boynton Beach Police Department to establish and install new video surveillance cameras at roadway intersections and shopping plazas located inside the CRA's boundaries through reimbursement; 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 an Interlocal Agreement between the City and the Boynton Beach Community Redevelopment Agency for Funding Boynton Beach Police Department Cameras.

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 an Interlocal Agreement between the City and the Boynton Beach CRA for Funding for Boynton Beach Police Department Cameras (the "Agreement"), 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 Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement, including any term extensions as provided in the Agreement, provided such documents do not modify the financial terms or material terms.

SECTION 4. Upon full execution of the Interlocal Agreement, the Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Palm Beach County, Florida, as required by Section 163.01(11), Florida Statutes, for interlocal agreements.

SECTION 5. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-304

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

RESOLUTION NO. R25-305

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE ADOPTION OF AMENDED EXHIBIT A TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR FUNDING CONSTRUCTION AND PROFESSIONAL SERVICES; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of Boynton Beach, Florida ("City") and the City of Boynton Beach Community Redevelopment Agency ("CRA") entered into an Interlocal Agreement for Funding Construction and Professional Services, approved by Resolution No. R23-161 on November 7, 2023; and

WHEREAS, during the budget planning process for Fiscal Year 2025-2026, City and CRA staff collaborated on an updated project list, which the CRA Board reviewed and approved at its November 10, 2025, Board meeting; and

WHEREAS, pursuant to section 4 of the Interlocal Agreement, Exhibit A to the Interlocal Agreement may be updated at any time by the mutual consent of both parties and shall be updated at least annually in form mutually consented to by both parties. At such time as each party adopts an identical Exhibit A in a duly noticed public meeting, the Agreement shall be deemed amended such that the most recently adopted Exhibit A replaces the prior version of Exhibit A of the Agreement without further action by the parties; 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 updated Exhibit A to the Interlocal Agreement for Funding Construction and Professional Services with the City of Boynton Beach Community Redevelopment Agency.

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 updated Exhibit A to the Interlocal Agreement for Funding Construction and Professional Services with the City of Boynton Beach Community Redevelopment Agency, in form and substance similar to that attached as **"Exhibit A."**

SECTION 3. The Interlocal Agreement with the updated Exhibit A shall be retained by the City Clerk as a public record of the City. A copy of the Interlocal Agreement with the updated Exhibit A shall be provided to the CRA.

SECTION 4. This Resolution shall take effect in accordance with the law.

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

RESOLUTION NO. R25-306

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A BUDGET AMENDMENT FOR FISCAL YEAR 2025-2026 AMENDING THE CAPITAL APPROPRIATION FOR THE INN AT BOYNTON DEMOLITION PROJECT; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Fiscal Year 2025-2026 Budget was adopted by the City Commission by Resolution No. R25-245 on September 18, 2025; and

WHEREAS, staff is requesting Commission approval to amend the Fiscal Year 2025-2026 budget as noted specifically on **Exhibit B**; 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, amending the Capital Appropriation for the Inn at Boynton Demolition 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, does hereby approve a Budget Amendment for Fiscal Year 2025-2026 amending the Capital Appropriation for the Inn at Boynton Demolition project, as further detailed in **Exhibit B**, attached hereto.

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

RESOLUTION NO. R25-306

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

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 FOR BEAUTIFICATION TECHNICIAN (CRA)

THIS AGREEMENT ("Agreement") is made this 18th day of November 2025, by and between the

CITY OF BOYNTON BEACH, a Florida municipal corporation, (hereinafter referred to as the "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 "CRA"). The City and CRA may be referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City Commission of the City of Boynton Beach, Florida, has determined that one or more slum or blighted areas exist within the City of Boynton Beach; and

WHEREAS, the City Commission established the CRA for the purpose of carrying out redevelopment activities within those identified slum and blighted areas; and

WHEREAS, the prevention and elimination of slums and blight is a matter of state policy and public concern, as recognized under Florida law; and

WHEREAS, the term "blighted area" is defined as an area in which there are a substantial number of deteriorated or deteriorating structures, and; in which conditions endanger life or property or are leading to economic distress, and which exhibits two or more additional elements; and

WHEREAS, additional elements that contribute to the designation of a "blighted area: include the predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities and the deterioration of site or other improvements; and

WHEREAS, the phrase "community redevelopment area" is defined to include a slum area, a blighted area that is deteriorating and economically distressed due to inadequate transportation and parking facilities, faulty lot layout, or inadequate street layout, or a combination thereof which the governing body designates as appropriate for community redevelopment; and

WHEREAS, the terms "community redevelopment" or "redevelopment" are defined to include undertakings, activities, or projects of a municipality or community redevelopment agency in a community redevelopment area for the elimination and prevention of the development or spread of slums and blight and may include slum clearance and redevelopment in a community redevelopment area, or rehabilitation or conservation in a community redevelopment area, or any combination or part thereof, in accordance with a community redevelopment plan; and

WHEREAS, the City and the CRA are empowered to make and execute contracts and other instruments necessary to carry out the purposes of community redevelopment; and

WHEREAS, the City and the CRA are empowered to disseminate slum clearance

information; and

WHEREAS, the City and the CRA are empowered to undertake and carry out community redevelopment and related activities within the community redevelopment area; and

WHEREAS, community redevelopment and related activities may include the installation, construction, or reconstruction of streets, utilities, parks, playgrounds, certain public areas, and other improvements necessary for carrying out in the community redevelopment area the community redevelopment objectives of this part in accordance with the community redevelopment plan; and

WHEREAS, the City and the CRA are further empowered to provide, or to arrange or contract for, the furnishing or repair by any person or agency, public or private, of services, privileges, works, streets, roads, public utilities, or other facilities for or in connection with a community redevelopment; to install, construct, and reconstruct streets, utilities, parks, playgrounds, and other public improvements; and

WHEREAS, the City and the CRA may incur the entire expense public improvements for the purpose of aiding in the planning, undertaking, or carrying out of community redevelopment and related activities; and

WHEREAS, the City and the CRA may do any and all things necessary to aid or cooperate in the planning or carrying out of a community redevelopment plan and related activities; and

WHEREAS, the CRA may lend, grant, or contribute funds to a municipality for the purpose of aiding in the planning, undertaking, or carrying out of community redevelopment and related activities; and

WHEREAS, the City and the CRA may enter into agreements to furnish funds or other assistance in connection with community redevelopment and related activities; and

WHEREAS, the City and the CRA may cause public buildings and public facilities, including parks, playgrounds, recreational, community, educational, water, sewer, or drainage facilities, or any other works which it is otherwise empowered to undertake to be furnished for the purpose of aiding in the planning, undertaking, or carrying out of community redevelopment and related activities; and

WHEREAS, the City and the CRA may furnish, dedicate, close, vacate, pave, install, grade, regrade, plan, or replan streets, roads, sidewalks, ways, or other places for the purpose of aiding in the planning, undertaking, or carrying out of community redevelopment and related activities; and

WHEREAS, the CRA's Community Redevelopment Plan identifies the creation of a comfortable, walkable and safe pedestrian-scale environment connecting residents and visitors to the commercial, social/cultural and recreational areas of the District as a Goal; and

WHEREAS, the CRA's Community Redevelopment Plan identifies the pursuit of development and redevelopment projects, site and infrastructure improvements, and project design and construction as a Goal; and

WHEREAS, the CRA's Community Redevelopment Plan includes the creation, improvement and promotion the public waterfront areas and public open spaces, parks, greenways, blueways, and bikeways as a Goal; and

WHEREAS, the CRA's Community Redevelopment Plan identifies the encouragement and incentivization of streetscape enhancements, including landscaping, street furniture and hardscape features, signage, pedestrian safety and walkability/connectivity, crosswalk treatments and lighting element, as a Goal; and

WHEREAS, the CRA's Community Redevelopment Plan identifies the encouragement and initiation of various means deemed feasible and appropriate in order to stabilize and enhance neighborhoods and commercial area as a Goal; and

WHEREAS, the City and the CRA desire for the City to establish two (2) new positions titled "Beautification Technician (CRA)"; and

WHEREAS, the Beautification Technician (CRA) positions will enhance the publicly owned areas (including rights-of-way) exclusively within the CRA boundaries, including park entrances, medians, and along Federal Highway, and may assist with landscape/landscape design of medians; and

WHEREAS, the CRA desires to provide funding to the City for the two (2) Beautification Technician (CRA) positions through reimbursement; and

WHEREAS, the City and the CRA 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. **Beautification Technician Positions**. Following execution of this Agreement, the City shall establish and fill two (2) new positions titled "Beautification Technician (CRA)" The City shall ensure that each position is structured, assigned, and performed in accordance with the roles, responsibilities, and requirements outlined in **Exhibit "A."**

3. **Update to Exhibit "A**." Exhibit "A" to this Agreement may be updated at any time by the mutual consent of both parties in a form mutually consented to by both parties. At such time as each party adopts an identical Exhibit "A" in a duly noticed public meeting, this Agreement shall be deemed amended such that the most recently adopted Exhibit "A" replaces the prior version of the Exhibit "A" in this Agreement without further action by the parties.

4. **Funding**. The CRA shall provide funding to the City in an amount not to exceed one hundred forty-seven thousand dollars ($147,000) in total for the two (2) Beautification Technician (CRA) positions. Such funding shall be provided on a reimbursement basis as set forth in this Agreement. This Agreement and all obligations of the CRA are subject to and contingent upon annual budgetary funding and appropriations by the CRA.

5. **Reimbursement**. To obtain reimbursement from the CRA for costs associated with the Beautification Technician (CRA) positions, the City shall provide a written request for reimbursement of funds to the CRA once per quarter , no later than 15 days after the end of the service period. The written request from the City must include all documentation necessary to show the payment and purpose of the payment for which the City is seeking reimbursement. The CRA shall remit payment to the City within thirty days of receipt of a complete request from the City.

6. **Obligations of the CRA, Indemnification.** The CRA's responsibilities under this Agreement are limited to providing funding and complying with the provisions of this Agreement concerning public records. Therefore, the City 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 of persons or the faulty equipment (including equipment installation and removal) associated with Code Enforcement Officers (CRA) and the performance of their duties under this Agreement, including the entry upon property for any purpose. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA or the City as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require the City to indemnify the CRA for CRA's own negligence, or intentional acts of the CRA, its agents or employees.

7. **Normal Maintenance Activities**. The City shall continue to fund normal maintenance activities within the City.

8. **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.

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 shall automatically renew each year on October 1. Either party may terminate this Agreement upon 60 days notice to the other party.

10. **Filing**. The City shall file this Agreement pursuant to the requirements of Section 163.01(11), Florida Statutes.

11. **Sovereign Immunity**. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA or the City as set forth in Section 768.28, Florida Statutes.

12. **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.

13. **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 CRA.

14. **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.

15. **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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year written below.

Boynton Beach
Community Redevelopment Agency

ATTEST: _____

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
CRA Attorney

City of Boynton Beach, Florida

ATTEST: _____ By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
City Attorney

Exhibit "A"

Beautification Technician (CRA) Position Description

The City shall ensure that each Beautification Technician assigned to the Community Redevelopment Area (each, a "Technician") shall meet and perform in accordance with the following position descriptions and requirements:

1. Technicians shall perform all duties exclusively within the boundaries of the Boynton Beach Community Redevelopment Areas and for the benefit of the Boynton Beach Community Redevelopment Agency.
2. Technicians shall focus on the beautification, maintenance, and enhancement of publicly owned spaces, including, but not limited to:
    a. Park entrances and access points;
    b. Roadway medians; and
    c. Areas adjacent to Federal Highway.
3. Technicians may assist with landscape/landscape design of roadway medians.

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR CODE ENFORCEMENT OFFICERS

THIS AGREEMENT ("Agreement") is made this 18th day of November 2025, 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 "CRA"). The City and CRA may be referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the City Commission of the City of Boynton Beach, Florida, has determined that one or more slum or blighted areas exist within the City of Boynton Beach; and

WHEREAS, the City Commission established the CRA for the purpose of carrying out redevelopment activities within those identified slum and blighted areas; and

WHEREAS, the prevention and elimination of slums and blight is a matter of state policy and public concern, as recognized under Florida law; and

WHEREAS, the term "slum area" is defined as an area having physical or economic conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements, whether residential or nonresidential, which are impaired by reason of dilapidation, deterioration, age, or obsolescence, and which exhibits one or more additional elements; and

WHEREAS, additional elements that contribute to the designation of a "slum area" include the inadequate provision for ventilation, light, air, sanitation, or open spaces and the existence of conditions that endanger life or property by fire or other causes; and

WHEREAS, the term "blighted area" is defined as an area in which there are a substantial number of deteriorated or deteriorating structures, and; in which conditions endanger life or property or are leading to economic distress, and which exhibits two or more additional elements; and

WHEREAS, additional elements that contribute to the designation of a "blighted area" include unsanitary and unsafe conditions and a greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality; and

WHEREAS, the City and the CRA are empowered to make and execute contracts and other instruments necessary to carry out the purposes of community redevelopment; and

WHEREAS, the City and the CRA are empowered to disseminate slum clearance information; and

WHEREAS, the City and the CRA are empowered to enter into any building or property in any community redevelopment area in order to make inspections, surveys, appraisals, soundings, or test borings and to obtain an order for this purpose from a court of competent jurisdiction in the event entry is denied or resisted; and

WHEREAS, the City and the CRA are empowered to make or have made all surveys and plans necessary to the carrying out of the purposes of this part; to contract with any person, public or private, in making and carrying out such plans; and to adopt or approve, modify, and amend such plans, which plans may include, but are not limited to (1) plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements, and (2) plans for the enforcement of state and local laws, codes, and regulations relating to the use of land and the use and occupancy of buildings and improvements and to the compulsory repair, rehabilitation, demolition, or removal of buildings and improvements; and

WHEREAS, the CRA Plan has identified goals to encourage and initiate various code enforcement policies, as well as other means deemed feasible and appropriate in order to stabilize and enhance neighborhoods and commercial areas; and

WHEREAS, the City and the CRA desire for the City to establish four (4) new code enforcement officers who will be proactive and work in coordination with CRA residents and businesses (each a "Code Enforcement Officer (CRA)"); and

WHEREAS, the Code Enforcement Officer (CRA) positions will focus on outreach and remediation, work offset schedules to increase visibility and hours of service, seek enforcement on their own volition, and coordinate with the Neighborhood Officer Policing Program, CRA businesses, and CRA residents; and

WHEREAS, the CRA desires to provide funding to the City for the four (4) new Code Enforcement Officer (CRA) positions through reimbursement; and

WHEREAS, the City and the CRA 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. **Code Enforcement Officer Positions**. Following execution of this Agreement, the City shall establish and fill four (4) new positions titled "Code Enforcement Officer (CRA)". The City shall ensure that each position is structured, assigned, and maintained in accordance with the roles, responsibilities, and requirements outlined in **Exhibit "A."**

3. **Update to Exhibit "A**." Exhibit "A" to this Agreement may be updated at any time by the mutual consent of both parties in a form mutually consented to by both parties. At such time as each party adopts an identical Exhibit "A" in a duly noticed public meeting, this Agreement

shall be deemed amended such that the most recently adopted Exhibit "A" replaces the prior version of the Exhibit "A" in this Agreement without further action by the parties.

4. **Funding**. The CRA shall provide funding to the City in an amount not to exceed three hundred and eight thousand, nine hundred and sixty-four dollars ($308,965) in total for the four (4) Code Enforcement Officer (CRA) positions. Such funding shall be provided on a reimbursement basis as set forth in this Agreement. This Agreement and all obligations of the CRA are subject to and contingent upon annual budgetary funding and appropriations by the CRA.

5. **Reimbursement**. To obtain reimbursement from the CRA for costs associated with the Code Enforcement Officer (CRA) positions, the City shall provide a written request for reimbursement of funds to the CRA once per quarter, no later than 15 days after the end of the service period. The written request from the City must include all documentation necessary to show the payment and purpose of the payment for which the City is seeking reimbursement. The CRA shall remit payment to the City within thirty days of receipt of a complete request from the City.

6. **Obligations of the CRA, Indemnification.** The CRA's responsibilities under this Agreement are limited to providing funding and complying with the provisions of this Agreement concerning public records. Therefore, the City 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 of persons or the faulty equipment (including equipment installation and removal) associated with Code Enforcement Officers (CRA) and the performance of their duties under this Agreement, including the entry upon property for any purpose. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA or the City as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require the City to indemnify the CRA for CRA's own negligence, or intentional acts of the CRA, its agents or employees.

7. **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.

8. **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, shall automatically renew each year on October 1. Either Party may terminate this Agreement upon 60 days notice to the other party.

9. **Filing**. The City shall file this Agreement pursuant to the requirements of Section 163.01(11), Florida Statutes.

10. **Sovereign Immunity**. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA or the City as set forth in Section 768.28, Florida Statutes.

11. **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.

12. **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 CRA.

13. **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.

14. **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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year written below.

Boynton Beach Community Redevelopment Agency

ATTEST: _____ By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
CRA Attorney

City of Boynton Beach, Florida

ATTEST: _____ By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
City Attorney

Exhibit "A"

Code Enforcement Officer (CRA) Position Description

The City shall ensure that each Code Enforcement Officer assigned to the Community Redevelopment Area (each, a "Code Enforcement Officer (CRA)") shall meet and perform in accordance with the following position descriptions and requirements:

1. Each Code Enforcement Officer (CRA) shall:
    a. Perform all duties exclusively within the boundaries of the Boynton Beach Community Redevelopment Area for the benefit of the Boynton Beach Community Redevelopment Agency;
    b. Focus on outreach and remediation;
    c. Work offset schedules and weekends to increase visibility and hours of service; and
    d. Coordinate with the Neighborhood Officer Policing Program and the City's existing community improvement program.
2. Each Code Enforcement Officer (CRA) shall have the authority to seek code enforcement of their own volition, and in most cases shall refer complaints received to ordinary code enforcement officers.
3. Each Code Enforcement Officer (CRA) should act proactively and work with CRA residents and businesses to improve the areas within the CRA boundaries.
4. If any code enforcement funds become available through grants, funding, or other monetary sources, the Code Enforcement Officer's (CRA) duties shall include facilitating the administration and use of such funds.

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY ENGINEER/PROJECT MANAGER POSITION

THIS AGREEMENT ("Agreement") is made this 18th day of November 2025, 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 "CRA"). The City and CRA may be referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the CRA is tasked with implementing the Community Redevelopment Plan and facilitating the redevelopment of areas within its designated boundaries; and

WHEREAS, to facilitate its mission the CRA frequently collaborates with the City, completes and submits applications to the City, and works with the City on mutually acceptable, beneficial efforts within the CRA. The CRA must complete numerous project applications and other redevelopment-related requests; and

WHEREAS, the City is responsible for processing the CRA's project applications and supporting related redevelopment functions; and

WHEREAS, the City seeks financial and other support from the CRA for certain mutually acceptable, beneficial efforts; and

WHEREAS, the City desires to establish and fill a position for a Engineer/Project Manager exclusively focused on CRA projects to serve as a liaison between the City and the CRA (the "CRA Project Manager"); and

WHEREAS, the CRA Project Manager will lead the full life cycle of public infrastructure and redevelopment initiatives—from initial planning and design through construction and close-out; manage project scopes, budgets, and schedules while ensuring compliance with all applicable codes, permitting requirements, and CRA regulations; coordinate with consultants, contractors, and City departments to deliver high-quality, community-focused projects that support revitalization goals; oversee engineering designs and construction activities, conduct site inspections, and resolve field issues to maintain progress and quality; handle contract administration, budget tracking, and procurement tasks; and engage with stakeholders—including residents, businesses, and City leadership—to ensure transparency, gather input, and align projects with the community's needs; and

WHEREAS, the CRA believes that a CRA Project Manager will aid in the timely and efficient processing of the CRA's applications, which is critical to the successful implementation of the CRA's redevelopment initiatives; and

WHEREAS, the CRA desires the City to establish and fill a position for a CRA Project Manager; and

WHEREAS, the CRA desires to provide funding to the City for the CRA Project Manager position; and

WHEREAS, the City and the CRA 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. **Project Manager Position**. Following execution of this Agreement, the City shall establish and fill one new position titled "CRA Project Manager." The City shall ensure that the position is structured, assigned, and maintained in accordance with the roles, responsibilities, and requirements outlined in **Exhibit "A"**.

3. **Update to Exhibit "A**." Exhibit "A" to this Agreement may be updated at any time by the mutual consent of both parties in a form mutually consented to by both parties. At such time as each party adopts an identical Exhibit "A" in a duly noticed public meeting, this Agreement shall be deemed amended such that the most recently adopted Exhibit "A" replaces the prior version of the Exhibit "A" in this Agreement without further action by the parties.

1. **Funding**. The CRA shall provide funding to the City in an amount not to exceed one-hundred sixty thousand dollars ($160,000) in total for the one (1) CRA Project Manager position. Such funding shall be provided on a reimbursement basis as set forth in this Agreement. This Agreement and all obligations of the CRA are subject to and contingent upon annual budgetary funding and appropriations by the CRA.

2. **Reimbursement**. To obtain reimbursement from the CRA for costs associated with the CRA Project Manager position, the City shall provide a written request for reimbursement of funds to the CRA once per quarter, no later than 15 days after the end of the service period. The written request from the City must include all documentation necessary to show the payment and purpose of the payment for which the City is seeking reimbursement. The CRA shall remit payment to the City within thirty days of receipt of a complete request from the City.

3. **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.

4. **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 shall automatically renew each year on October 1. Either Party may terminate this Agreement upon 60 days notice to the other Party.

5. **Filing**. The City shall file this Agreement pursuant to the requirements of Section 163.01(11), Florida Statutes.

6. **Sovereign Immunity**. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA or the City as set forth in Section 768.28, Florida Statutes.

7. **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.

8. **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 CRA.

9. **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.

10. **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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year written below.

Boynton Beach
Community Redevelopment Agency

ATTEST: _____ By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
CRA Attorney

City of Boynton Beach, Florida

ATTEST: _____

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
City Attorney

Exhibit "A"

CRA Project Manager Position Description

The City shall ensure that the CRA Project Manager shall meet and perform in accordance with the following position descriptions and requirements:

1. The CRA Project Manager shall perform all duties exclusively within the boundaries of the Boynton Beach Community Redevelopment Areas and for the benefit of the Boynton Beach Community Redevelopment Agency.
2. The CRA Project Manager shall work as a liaison between the City and the CRA to ensure CRA applications, permits, and other redevelopment-related requests are processed efficiently and in a timely manner.
3. Duties of the CRA Project Manager shall be as follows:
    a. Project Planning & Development
        i. Develop and manage scope, budget, and schedules for CRA-funded capital improvement and redevelopment projects.
        ii. Conduct feasibility studies, site evaluations, and technical assessments for proposed projects.
        iii. Coordinate with planning, zoning, and building departments to ensure project alignment with city regulations and redevelopment goals.
    b. Engineering & Design Oversight
        i. Prepare or review engineering designs, construction drawings, specifications, and cost estimates.
        ii. Oversee consultants and ensure that designs meet applicable codes, standards, and sustainability goals.
        iii. Ensure utility coordination and compliance with environmental and permitting requirements.
    c. Construction Management
        i. Manage construction activities, including contractor oversight, inspections, and quality control.
        ii. Conduct site visits to monitor progress, resolve field issues, and ensure compliance with plans and specifications.

iii. Administer contracts and change orders, and ensure timely completion of projects within budget.

d. Financial & Contract Administration
    i. Prepare bid documents, assist in procurement processes, and evaluate contractor bids.
    ii. Track project budgets and expenditures, including CRA funding, grants, and other sources.
    iii. Ensure accurate documentation and reporting of project progress and financial status.
e. Stakeholder & Community Engagement
    i. Serve as liaison between the CRA, city departments, consultants, residents, and business owners.
    ii. Host or participate in public meetings to present project updates and gather community input.
    iii. Address stakeholder concerns and incorporate community feedback into project planning when feasible.
f. Regulatory Compliance & Reporting
    i. Ensure adherence to federal, state, and local regulations, including CRA statutes and reporting requirements.
    ii. Maintain detailed project files, timelines, and audit-ready documentation.
    iii. Prepare and present reports to city leadership, CRA boards, and funding agencies as required.
g. Strategic Planning & Support
    i. Assist in identifying and prioritizing projects within CRA districts that support long-term redevelopment goals.
    ii. Contribute to the development of capital improvement plans (CIPs) and grant applications.
    iii. Monitor industry trends and best practices in urban redevelopment, engineering, and project delivery.

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR FUNDING BOYNTON BEACH POLICE DEPARTMENT CAMERAS

THIS AGREEMENT ("Agreement") is made this 18th day of November 2025, 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 "CRA"). The City and CRA may be referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, the Florida Legislature has found and declared that there exist in counties and municipalities of the state slum and blighted areas which constitute a serious and growing menace, injurious to the public health, safety, morals, and welfare of the residents of the state; that the existence of such areas aggravates traffic problems, and substantially hampers the elimination of traffic hazards and the improvement of traffic facilities; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, has determined that one or more slum or blighted areas exist within the City of Boynton Beach; and

WHEREAS, the City Commission established the CRA for the purpose of carrying out redevelopment activities within those identified slum and blighted areas; and

WHEREAS, the CRA may establish and City has the power to approve the development of community policing innovations; and

WHEREAS, a community redevelopment plan may provide for the development and implementation of community policing innovations; and

WHEREAS, the governing body of a CRA may approve the community redevelopment and the plan therefor if it finds that the community redevelopment plan gives due consideration to the utilization of community policing innovations, including strategies designed to reduce crime by reducing opportunities for, and increasing the perceived risks of engaging in, criminal activity through visible presence of police in the community; and

WHEREAS, the City and the CRA may enter into agreements, in connection with community redevelopment and related activities; and

WHEREAS, the City and the CRA are empowered to provide, or to arrange or contract for, the furnishing or repair by any person or agency, public or private, of services, privileges, works, public utilities, or other facilities for or in connection with a community redevelopment; to install, construct, and reconstruct utilities and other public improvements; and

WHEREAS, the City and the CRA are empowered to make and execute contracts and other instruments necessary to carry out the purposes of community redevelopment; and

WHEREAS, the CRA Plan includes Goals to encourage and initiate various innovative community policing techniques and programs, "clean and safe" programs and policies, and other means deemed feasible and appropriate in order to stabilize and enhance neighborhoods and commercial areas; and

WHEREAS, the City and the CRA desire for the Boynton Beach Police Department to install new video surveillance cameras at roadway intersections and shopping plazas located inside the CRA's boundaries; and

WHEREAS, the City and the CRA believe that the presence of video surveillance cameras at roadway intersections and shopping plazas will aid in the elimination of crime, reduction of traffic hazards, and increase the visible presence of police in the CRA's boundaries; and

WHEREAS, the CRA desires to provide funding to the City for the Boynton Beach Police Department to establish and install new video surveillance cameras at roadway intersections and shopping plazas located inside the CRA's boundaries through reimbursement; and

WHEREAS, the City and the CRA 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. **Video Surveillance Cameras**. The City shall purchase and install up to fourteen new video surveillance cameras at roadway intersections and shopping plazas located inside the CRA's boundaries, more specifically defined in **Exhibit "A"**. Within thirty (30) days of installation, the City shall attach signage to such video surveillance cameras with verbiage similar to, "this area is under active video surveillance." The City shall ensure the Boynton Beach Police Department and Neighborhood Officer Policing Program Offices are able to monitor and maintain these video surveillance cameras.

3. **Funding**. The CRA shall provide funding to the City in an amount not to exceed sixty thousand dollars ($60,000) in total for the purchase and installation of up to fourteen new video surveillance cameras. Such funding shall be provided for materials and labor only, shall be on a reimbursement basis, and shall not include subscription or other fees associated with the ongoing operation of the cameras.

4. **Reimbursement**. To obtain reimbursement from the CRA for costs associated with the video surveillance technology, the City shall provide a written request for reimbursement of funds to the CRA no later than thirty (30) days after payment by the City of the funds for which it is seeking reimbursement. The City's written request must provide receipts and all other supporting documentation necessary to establish the amount and purpose of the payments for which it seeks reimbursement.

5. **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.

6. **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 shall automatically terminate upon September 30, 2026, or payment of the final reimbursement of the fourteenth camera (or the final camera if less than fourteen are to be installed), whichever comes first.

7. **Filing**. The City shall file this Agreement pursuant to the requirements of Section 163.01(11), Florida Statutes.

8. **Sovereign Immunity**. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA or the City as set forth in Section 768.28, Florida Statutes.

9. **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.

10. **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 CRA.

11. **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.

12. **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.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year written below.

Boynton Beach
Community Redevelopment Agency

ATTEST: _____ By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
CRA Attorney

City of Boynton Beach, Florida

ATTEST: _____ By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
City Attorney

Exhibit "A"

Boynton Beach Police Department Camera Locations

The City shall purchase and install video surveillance cameras at the locations identified below. All locations are subject to change pending permit approval within City and engineers review; however, any location change must be pre-approved in writing by the CRA Executive Director to be considered a part of this Agreement and eligible for reimbursement.

LOCATIONS	ADDRESS	DESCRIPTION	PROPERTY TYPE
#1 Avion	630 E. Woolbright Road	Overlooking Riverwalk Plaza	PRIVATE
#2 One Boynton (1)	1331 S. Federal Highway	Overlooking Sunshine Square	PRIVATE
#3 One Boynton (2)	1331 S. Federal Highway	Intersection Camera monitoring all four directions of travel	PRIVATE
#4 Marina Village (1)	625 Casa Loma Boulevard	Overlooking Boynton Beach Boulevard westbound to I-95	PRIVATE
#5 Marina Village (2)	625 Casa Loma Boulevard	Overlooking Marina; Two George's and Banana Boat as well as boating slips on both sides of marina village townhouse	PRIVATE
#6 MLK Boulevard	1102 N. Federal Highway	Northwest Corner using city right of way light pole	CITY
#7 Boynton Beach Boulevard and Seacrest	Intersection	Existing light pole from Red Light cameras overlooking intersection as well as all four directions of travel	PD POLE
#8 Federal Highway and 23rd Avenue	Intersection	Intersection Camera using city right of way light pole	CITY
#9 Gateway and Federal Highway	Intersection	Intersection Camera using city right of way light pole	CITY
#10 The Villages	405 E. Ocean Avenue	Post- Construction PTZ will be overlooking northbound Seacrest Boulevard to Railroad Avenue	PRIVATE
#11 Ocean Breeze North	137 NE 10th Avenue	PTZ overlooking MLK Boulevard and Seacrest allow the tilt of the camera to monitor east bound traffic	PRIVATE
#12 Boynton Beach Blvd & I-95	480 W. Boynton	Overlooking all directions	CITY/DOT

	Beach Boulevard		
#13 Ocean Palm Plaza	1550-1600 N. Federal Highway	Street light camera PTZ	PRIVATE
#14 Gulfstream Boulevard and Federal Highway	Pending	Overlooking all directions	PRIVATE

REVISED EXHIBIT "A"

Fiscal Year 2025-2026 Projects

City Project #	Project Name	BBCRA Funding
1	MLK Jr. Boulevard Streetscape Improvements Design & Construction	$800,000
2	Federal Highway Streetscape	$450,000
3	Pence Park Design, Permit & Construction	$4,400,000
4	Harvey Oyer Park Pier Design & Permit	$450,000
5	Senior Center Design	$100,000
6	Jaycee Park Master Design	$550,000
7	Centennial Park Improvement Design & Construction	$750,000
8	Cottage District Road Improvement Design	$200,000
9	Ocean Avenue Bridge Lighting	$100,000
10	Federal Highway Crosswalk	$600,000
11	4th Street Streetscape Improvement	$250,000
12	Historic Woman's Club of Boynton Beach	$500,000
13	Entry Feature Signage	$50,000
14	Town Square Hardening (Bollards)	$200,000
15	Inn at Boynton Demolition	$623,500
16	Neighborhood Security Gate	$50,000
	FY2025-2026 Total	**$10,073,500**

CITY OF BOYNTON BEACH
CAPITAL APPROPRIATION AMENDMENTS
BUDGET YEAR 2025-26, Commission Meeting 11/18/25

Exhibit B

		2025/26 ADOPTED BUDGET	Amendment Revenue	Amendment Budget	2025/26 AMENDED BUDGET	AMENDMENT related to PROJECT NUMBER	Project Name / Comments/ Vendor
GENERAL FUND							
302-0000-369.22-00	CRA REIMBURSEMENT	$ 9,350,000	123,500		$ 9,473,500		
	Adopted Fund Total Revenues	**$ 32,435,599**	**$ 123,500**		**$ 32,559,099**		
302-4199-580.49-17	OTHER CONTRACTUAL SERVICES	550,000		123,500	673,500	GG2604	Inn at Boynton Demolition
	Adopted Fund Total Expenses	**$ 32,435,599**		**$ 123,500**	**$ 32,559,099**		

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/18/2025

Proposed Resolution No. R25-307- Approve budget amendment for FY2024-25, adjusting the budget appropriations and revenue sources and providing spending authority for various Funds, Operating Departments, and Capital Budgets.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-307.

Explanation of Request:

The FY2024-25 Budget was adopted on September 23, 2024. As such, the FY2024-25 Adopted Budget for various Operating and Capital Improvement Projects Funds, plus related accounts, needs to be adjusted at the end of the fiscal year. This type of budget amendment is part of the annual budget process, and, according to Florida Statutes, it must be completed within 60 days of the end of the budget year. The Budget amendment will increase or decrease the Fund's total appropriation, which requires City Commission approval (see Exhibit A). City staff have identified revenue sources and unspent appropriations that can be reallocated to other accounts. According to best budgeting practices and governmental accounting standards, these funds should be reappropriated to provide continued spending authority for these accounts. Accordingly, during FY2024-25, necessary budget modifications have been made in various Operating and Capital Improvement Accounts/Funds (between departments/divisions) for which the City Manager is authorized to approve. Staff is requesting approval for the budget adjustments made at the Fund level in FY2024-25.

- The General Fund (001) will be amended from $132,800,120 to $136,508,120 as a result of the recognition of additional revenue for Police Detail, Service Contracts, and PFAS Settlement, and to provide appropriations for personnel and operating costs, approved in FY24/25 (see Exhibit A).

- The Golf Fund (411) will be amended from $3,813,150 to $4,224,150 due to the appropriation fund balance, which will provide appropriations for Golf Vehicle purchases, approved in FY24/25 (see Exhibit A).

- The Self-Insurance Fund (522) will be amended from $6,905,031 to $7,192,031 for recognition of additional fund balance and to increase the appropriation for Self-Insured Loss (WC) cost in FY24/254 (see Exhibit A).

- The Boynton Beach Mausoleum (632) will be amended from $78,241 to $92,441 for the

recognition of additional interest income to provide appropriations for the utility service, supplies, and contractual services approved in FY24/25 (see Exhibit A).

How will this affect city programs or services?

Approval will allow the City to continue following best budgeting practices.

Budgeted Item: Yes

Account Line Item and Description:

Various accounts have been adjusted, see Exhibit A.

Fiscal Impact:

Amendment budget to recognize year-end revenues and expenditures.

Attachments:
R25-307 Agenda_Item_3877-2025_Resolution_for_FY_24-25_Budget_Adjustment_Amd.docx
EXHIBIT A - FY25-26 Budget Amendment for PY24-25 for General Fund.pdf
EXHIBIT A - FY25-26 Budget Amendment for PY24-25.pdf

RESOLUTION NO. R25-307

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING THE FISCAL YEAR 2024-2025 BUDGET, ADJUSTING THE BUDGET APPROPRIATIONS AND REVENUE SOURCES, AND PROVIDING SPENDING AUTHORITY FOR VARIOUS FUNDS, OPERATING DEPARTMENTS, AND CAPITAL BUDGETS; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Fiscal Year 2024-2025 Budget was adopted by the City Commission on September 23, 2024, by Resolution No. R24-222; and

WHEREAS, the FY2024-25 Adopted Budget for various Operating and Capital Improvement Projects Funds plus related accounts need to be adjusted at the end of the fiscal year. This type of budget amendment is part of the annual budget process, and per Florida Statutes, it must be completed within 60 days of the end of the budget year. The Budget amendment will increase or decrease the Fund's total appropriation, which requires City Commission approval; and

WHEREAS, City staff have been able to identify revenue sources and unspent appropriations that can be reallocated to other accounts. Under best budgeting practices and governmental accounting standards, these funds should be re-appropriated to provide continued spending authority for these accounts. Accordingly, during FY2024-25, necessary budget modifications have been made in various Operating and Capital Improvement Accounts/Funds (between departments/divisions) for which the City Manager is authorized to approve. Staff are requesting approval for the budget adjustments made at the Fund level in FY2024-25; and

WHEREAS, the General Fund (001) will be amended from $132,800,120 to $136,508,120 as a result of the recognition of additional revenue for Police Detail, Service Contracts, and PFAS Settlement, and to provide appropriations for personnel and operating costs, approved in FY24/25; and

WHEREAS, the Golf Fund (411) will be amended from $3,813,150 to $4,224,150 due to the appropriation fund balance, which will provide appropriations for Golf Vehicle purchases, approved in FY24/25; and

WHEREAS, the Self-Insurance Fund (522) will be amended from $6,905,031 to $7,192,031 for recognition of additional fund balance and to increase the appropriation for Self-Insured Loss

(WC) cost in FY24/254; and

WHEREAS, the Boynton Beach Mausoleum (632) will be amended from $78,241 to $92,441 for the recognition of additional interest income to provide appropriations for the Utility service, supplies, and contractual services approved in FY24/25; 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 amend the Fiscal Year 2024-2025 budget, adjusting the budget appropriations and revenue sources, and providing spending authority for various Funds, Operating Departments, and Capital Budgets.

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 amend the Fiscal Year 2024-2025 budget, adjusting the budget appropriations and revenue sources, and providing spending authority for various Funds, Operating Departments, and Capital Budgets, as further described in **Exhibit A**, attached hereto.

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

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-307

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

CITY OF BOYNTON BEACH
BUDGET AMENDMENT
BUDGET YEAR 2024 - 2025

GF Attachment

	2024/25 ORIGINAL BUDGET	2024/25 CURRENT BUDGET	2024/25 Y-T-D ACTUAL	2024/25 Y-T-D w ENCUMB. ACTUAL / REVENUE	9/30/2025 DEPARTMENT BUDGET TRANSFERS	9/30/2025 COMMISSION ADMENDMENT	9/30/2025 CITY MGR YE AMENDED BUDGET
* GENERAL FUND REVENUES	130,318,620	132,800,120	132,237,106	132,217,558		3,708,000	136,508,120
CITY COMMISSION	417,399	438,399	468,343	468,343	35,000	0	473,399
CITY MANAGER	850,748	881,248	858,170	858,170	0	0	881,248
CITY HALL/GEN ADMIN	4,189,762	3,408,262	3,210,571	3,214,039	(61,000)	0	3,347,262
MARKETING/COMMUNICATIONS	318,212	220,379	148,860	148,860	(24,000)	0	196,379
SPECIAL EVENTS	1,444,565	1,572,398	1,554,633	1,569,466	24,000	0	1,596,398
TOWN SQUARE	4,216,131	4,532,631	4,557,113	4,557,113	26,000	0	4,558,631
PUBLIC AFFAIRS	459,552	459,552	367,757	371,322	0	0	459,552
DEPT INTERNAL INVESTIGATION	607,121	607,121	572,109	572,109	0	0	607,121
REAL ESTATE & SPECIAL PROJECTS	198,842	198,842	164,864	167,634	0	0	198,842
CITY CLERK	940,817	940,817	843,633	858,638	0	0	940,817
FINANCIAL SERVICES	2,519,881	2,519,881	2,403,673	2,426,576	0	0	2,519,881
ITS	3,683,105	3,683,105	3,425,593	3,313,172	0	0	3,683,105
HUMAN RESOURCES	1,630,439	1,680,439	1,468,748	1,470,540	0	0	1,680,439
CITY ATTORNEY	1,705,752	1,795,752	1,691,675	1,682,333	0	0	1,795,752
UNIFORM SERVICES	22,831,355	22,831,355	23,298,808	23,355,719	0	544,000	23,375,355
OFFICE OF THE CHIEF	7,044,692	7,054,692	6,792,175	6,825,705	0	0	7,054,692
SUPPORT SERVICES	16,115,220	16,786,220	17,070,488	17,083,750	0	318,000	17,104,220
FIRE	37,279,598	38,709,598	41,045,273	41,141,105	0	2,846,000	41,555,598
CODE ENFORCEMENT	1,434,301	1,434,462	1,218,604	1,218,605	0	0	1,434,462
EMERGENCY MANGEMENT	32,181	32,181	1,669	1,669	0	0	32,181
DEVELOPMENT	423,353	423,353	370,513	370,513	0	0	423,353
ENGINEERING	401,654	401,493	265,000	311,399	0	0	401,493
PLANNING & ZONING	1,086,011	1,084,711	977,357	1,065,357	0	0	1,084,711
ECONOMIC DEVELOPMENT	624,010	625,310	590,261	590,261	0	0	625,310
PUBLIC WORKS	273,330	273,330	276,595	276,595	5,000	0	278,330
FACILITIES MANAGEMENT	2,915,314	3,338,314	3,168,346	3,203,856	(5,000)	0	3,333,314
BEAUTIFICATION & STREETS	2,477,488	2,477,488	2,530,943	2,536,155	64,550	0	2,542,038
PARKING SERVICES	1,022,567	1,042,567	1,062,964	1,062,964	33,550	0	1,076,117
CONSTRUCTION SERVICES	1,004,184	986,184	859,841	859,999	(33,550)	0	952,634
LIBRARY	2,868,208	2,868,208	2,736,538	2,737,108	(64,550)	0	2,803,658
SCHOOLHOUSE MUSEUM	254,246	254,246	219,312	219,312	0	0	254,246
RECREATION & CULTURAL SERVICES	419,450	423,450	411,983	411,983	0	0	423,450
RECREATION	2,921,817	3,066,817	2,851,159	2,857,927	0	0	3,066,817
WOMEN"S CLUB	103,500	103,500	21,576	21,576	0	0	103,500
ARTS & CULTURAL CENTER	1,001,882	1,001,882	723,683	723,683	0	0	1,001,882
PARKS & GROUNDS	4,601,933	4,641,933	4,472,732	4,483,375	0	0	4,641,933
RESERVES	0	0	2,240	2,240	0	0	0
CRA REIMBURSABLE	0	0	34,808	34,808	0	0	0
	130,318,620	132,800,120	132,738,610	133,073,979	0	3,708,000	136,508,120
							3,708,000

Note: Many funds with various department/divisions still require department level budget adjustments.

CITY OF BOYNTON BEACH
EXPENDITURE & REVENUE AMENDMENTS
FISCAL YEAR 2024 - 2025

Exhibit A

		2024/25 CURRENT BUDGET	CITY MANAGER/COMMISSION Budget Adjustment Revenue	Expenditures	2024/25 AMENDED BUDGET
General Fund					
001-0000-342.13-00	POLICE SPECIAL DETAIL	800,000	544,000		1,344,000
001-0000-342.14-00	POLICE SRVS CONTRACT/CRA	300,000	318,000		618,000
001-0000-369.30-00	SETTLEMENTS	0	2,846,000		2,846,000
	Adopted Fund Total Revenues	**132,800,120**	**3,708,000**		**136,508,120**
001-2110-521.12-10	REGULAR SALARIES/WAGES	11,176,862		275,000	11,451,862
001-2110-521.14-20	REIMBURSABLE WAGES	429,672		170,000	599,672
001-2110-521.21-10	EMPLOYER FICA	992,058		84,000	1,076,058
001-2110-521.64-02	GENERAL EQUIPMENT	51,196		15,000	66,196
001-2112-521.12-10	REGULAR SALARIES/WAGES	8,157,914		318,000	8,475,914
001-2210-522.12-10	REGULAR SALARIES/WAGES	18,444,336		608,000	19,052,336
001-2210-522.12-20	HOLIDAY PAY	586,539		502,000	1,088,539
001-2210-522.14-10	OVERTIME	620,000		365,000	985,000
001-2210-522.15-40	INCENTIVE PAY	160,120		42,000	202,120
001-2210-522.21-10	EMPLOYER FICA	1,410,353		178,000	1,588,353
001-2210-522.22-31	FIREFIGHTERS' SUPPL INS	456,469		32,000	488,469
001-2210-522.23-30	HEALTH INSURANCE	1,867,760		305,000	2,172,760
001-2210-522.23-40	DENTAL INSURANCE	76,986		49,000	125,986
001-2210-522.46-30	VEHICLE MAINT. - GARAGE	520,000		765,000	1,285,000
	Adopted Fund Total Expenses	**132,800,120**		**3,708,000**	**136,508,120**
Golf Fund					
411-0000-389.92-00	NET ASSETS APPROPR	281,490	411,000		692,490
	Adopted Fund Total Revenues	**3,813,150**	**411,000**		**4,224,150**
411-2910-572.64-33	VEHICLE PURCHASES	0		411,000	411,000
	Adopted Fund Total Expenses	**3,813,150**		**411,000**	**4,224,150**
Self-Insurance Fund					
522-0000-389.92-00	NET ASSETS APPROPR	(24,551)	**287,000**		262,449
	Adopted Fund Total Revenues	**6,905,031**	**287,000**	**-**	**7,192,031**
522-1710-519.49-25	SELF INSURED LOSS - WC	1,100,000		287,000	1,387,000
	Adopted Fund Total Expenses	**6,905,031**		**287,000**	**7,192,031**
Boynton Beach Mausoleum					
632-0000-361.01-00	INTEREST INCOME	90,000	**14,200**		104,200
	Adopted Fund Total Revenues	**78,241**	**14,200**	**-**	**92,441**
632-3110-539.43-10	ELECTRIC SERVICE	5,000		200	5,200
632-3110-539.43-20	WATER/SEWER SERVICE	8,000		7,000	15,000
632-3110-539.49-17	OTHER CONTRACTUAL SRVS	60,741		6,000	66,741
632-3110-539.52-01	SUPPLIES	2,000		1,000	3,000
	Adopted Fund Total Expenses	**78,241**		**14,200**	**92,441**

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/18/2025

Proposed Resolution No. R25-308- FY2025-26 Budget Amendment modifying various Funds to address FY2024-25 Purchase Orders (Encumbrances).

Requested Action: Staff recommends approval of Proposed Resolution No. R25-308.

Explanation of Request: Amend various FY 2025-26 Capital Project accounts. This request will adjust budgeted appropriations and revenue sources and provide spending authority for the General Fund (001), Traffic Fund (103), Building Fund (130), Public Arts Fund (151), Capital Improvement Funds (302 & 303), Utility Operating Fund (401), Utility Capital Improvement Funds (403 & 404), Golf Fund (411), Gold Capital Fund (412), Solid Waste (431), Fleet Fund (501), Risk Management (522), and Cemetery Fund (632).

The FY 2025-26 Budget was adopted on September 18, 2025. During the new fiscal year that started on October 1, 2025, purchase orders for capital improvement projects, fleet operations, and contractual services from the prior fiscal year 2024-25 were identified during the month of October through November. This type of budget amendment is part of the annual budget process. The budget adjustment will increase the Fund's total appropriation, which requires City Commission approval. The City's capital projects and fleet vehicle purchases may span multiple years. Under best budgeting practices and governmental accounting standards, these funds should be re-appropriated to provide the continued spending authority for these projects.

Accordingly, during FY 2025-26 budget modifications will be made to various Funds, see Exhibit A, staff is requesting Commission approval. The General Fund (001) will be amended from $136,605,950 to $137,112,289 for contractual services. The Traffic Fund will be amended from $9,916,806 to $11,273,451 for Motorola Solutions purchase order. The Building Fund will be amended from $5,476,655 to $5,614,996 for contractual services. The Public Arts Fund (151) will be amended from $377,698 to $458,498 for art related contractual services. The Capital Improvement Fund (302) will be amended from $32,435,599 to $37,059,604 and the Surtax CIP Fund (303) will be amended from $6,699,056 to $8,526,936 all due to available prior year project budgets. The Water Operating Fund budget will be amended from $74,214,216 to $74,215,393 for contractual services. The Water & Sewer Utility Capital Fund (403) will be amended from $45,883,352 to $80,087,797 and the Utility Capital Expansion Fund (404) amended from $3,340,400 to $3,498,811 due to various projects from the previous fiscal year. The Golf Fund (411) will be amended from $4,167,547 to $5,163,293 and Golf CIP Fund (412) will be amened from $6,800,082 to $6,813,204 for various contracts. The Solid Waste Fund (431) will be amended from $17,267,410 to $17,661,150 due to vehicle

purchases. The Fleet Fund (501) will be amended from $10,360,535 to $20,696,184, and the Risk Management Fund (522) will be amended from $7,296,326 to $7,334,288 due to purchase orders for vehicle purchases, fuel contract, and parts maintenance, etc. The Boynton Beach Mausoleum Fund (632) will be amended from $468,000 to $484,529 due to various contractual agreements.

Additionally, the Building Fund has agreed to loan the Traffic Fund $1.4 million at a interest rate of 1% over a five period to fund Purchase Order 250645 for the Motorola radios. The estimated annual payment is $288,456.

How will this affect city programs or services? Allow for the continuance of good and appropriate budgeting practices.

Budgeted Item: Yes

Account Line Item and Description: See attached Exhibit A.

Fiscal Impact: Various Funds

Attachments:
R25-308 Agenda_Item_3874-2025_Resolution_for_Encumbrances_-_Budget.docx
EXHIBIT A - PY24-25 PO Encumbrances Budget Amendment for FY25-26.pdf
Traffic Fund Interfund Loan from Building Fund.pdf

RESOLUTION NO. R25-308

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING PRIOR YEARS' PURCHASE ORDERS BUDGET AMENDMENTS BUDGET YEAR 2025-2026; AND FOR ALL OTHER PURPOSES.

WHEREAS, amend various Fiscal Year 2025-26 Capital Project accounts. This request will adjust budgeted appropriations and revenue sources and provide spending authority for the General Fund (001), Traffic Fund (103), Building Fund (130), Public Arts Fund (151), Capital Improvement Funds (302 & 303), Utility Operating Fund (401), Utility Capital Improvement Funds (403 & 404), Golf Fund (411), Gold Capital Fund (412), Solid Waste (431), Fleet Fund (501), Risk Management (522), and Cemetery Fund (632); and

WHEREAS, the FY 2025-26 Budget was adopted on September 18, 2025, by Resolution No. R25-245. During the new fiscal year, which began on October 1, 2025, purchase orders for capital improvement projects, fleet operations, and contractual services from the prior fiscal year, 2024-25, were identified in October and November. This type of budget amendment is part of the annual budget process. The budget adjustment will increase the Fund's total appropriation, which requires approval by the City Commission. The City's capital projects and fleet vehicle purchases may span multiple years. According to best budgeting practices and governmental accounting standards, these funds should be reappropriated to provide continued spending authority for these projects; and

WHEREAS, accordingly, during FY 2025-26, budget modifications will be made to various Funds, as shown in Exhibit A. The General Fund (001) will be amended from $136,605,950 to $137,112,289 for contractual services. The Traffic Fund will be amended from $9,916,806 to $11,273,451 for the Motorola Solutions purchase order. The Building Fund will be amended from $5,476,655 to $5,614,996 for contractual services. The Public Arts Fund (151) will be amended from $377,698 to $458,498 for art-related contractual services. The Capital Improvement Fund (302) will be amended from $32,435,599 to $37,059,604, and the Surtax CIP Fund (303) will be amended from $6,699,056 to $8,526,936, both due to the availability of prior year project budgets. The Water Operating Fund budget will be amended from $74,214,216 to $74,215,393 for contractual services. The Water & Sewer Utility Capital Fund (403) will be amended from $45,883,352 to

$80,087,797, and the Utility Capital Expansion Fund (404) will be amended from $3,340,400 to $3,498,811 due to various projects from the previous fiscal year. The Golf Fund (411) will be amended from $4,167,547 to $5,163,293, and the Golf CIP Fund (412) will be amended from $6,800,082 to $6,813,204 for various contracts. The Solid Waste Fund (431) will be amended from $17,267,410 to $17,661,150 due to vehicle purchases. The Fleet Fund (501) will be amended from $10,360,535 to $20,696,184, and the Risk Management Fund (522) will be amended from $7,296,326 to $7,334,288 due to purchase orders for vehicles, fuel contracts, and parts maintenance, among other expenses. The Boynton Beach Mausoleum Fund (632) will be amended from $468,000 to $484,529 due to various contractual agreements. Additionally, the Building Fund has agreed to loan the Traffic Fund $1.4 million at an interest rate of 1% over a five-year period to fund the purchase order 250645 for the Motorola radios. The estimated annual payment is $288,456; 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 prior years' Purchase Orders Budget Amendments, Budget Year 2025-2026.

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 prior years' Purchase Orders Budget Amendments, Budget Year 2025-2026, as further detailed in **Exhibit A**, attached hereto.

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

[signatures on the following page]

RESOLUTION NO. R25-308

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

CITY OF BOYNTON BEACH
PRIOR YEARS PURCHASE ORDERS BUDGET AMENDMENTS
BUDGET YEAR 2025-26, Commission Meeting 11/18/25

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2025/26 CURRENT BUDGET	Amendment Revenue	Amendment Budget/PO Amounts	2025/26 AMENDED BUDGET	Amendment related to PO Number	Project Number		Vendor Number	Vendor Name
GENERAL FUND										
001-0000-389.91-00	FUND BALANCE APPROPRIATED	2,286,118	506,339		2,792,457					
	Adopted Fund Total Revenues	**$ 136,605,950**	**$ 506,339**		**$ 137,112,289**					
001-2413-524.49-17	OTHER CONTRACTUAL SRVS	60,000		8,639	68,639	251727			12446	CHEN MOORE & ASS
001-2413-524.49-17	OTHER CONTRACTUAL SRVS	68,639		29,700	98,339	251545			1682	KIMLEY HORN & AS
001-2414-515.49-17	OTHER CONTRACTUAL SRVS	100,000		88,000	188,000	251727			12446	CHEN MOORE & ASS
001-2512-541.49-17	OTHER CONTRACTUAL SRVS	602,225		380,000	982,225	260254			17285	PROPERTY WORKS
	Adopted Fund Total Expenses	**136,605,950**		**506,339**	**$ 137,112,289**					
TRAFFIC FUND										
103-0000-389.91-00	FUND BALANCE APPROPRIATED	19,087	1,356,645		1,375,732					
	Adopted Fund Total Revenues	**$ 9,916,806**	**$ 1,356,645**		**$ 11,273,451**					
103-2110-521.64-02	GENERAL EQUIPMENT	-		(700,738)	(700,738)	250645			11479	MOTOROLA SOLUTIO
103-2110-521.64-15	COMPUTER EQUIPMENT	-		2,057,383	2,057,383	250645			11479	MOTOROLA SOLUTIO
	Adopted Fund Total Expenses	**9,916,806**		**1,356,645**	**$ 11,273,451**					
BUILDING FUND										
130-0000-389.91-00	FUND BALANCE APPROPRIATED	153,655	138,341		291,996					
	Adopted Fund Total Revenues	**$ 5,476,655**	**$ 138,341**		**$ 5,614,996**					
130-2411-524.64-33	VEHICLE PURCHASES	38,000		59,192	97,192	251755			13292	BARTOW FORD CO
130-2411-524.46-91	SOFTWARE MAINTENANCE	212,686		39,614	252,300	250978			19638	GLOBAL TECHNOLOG
130-2411-524.34-25	NUISANCE ABATEMENT	45,000		39,535	84,535	251611			18421	WAYPOINT CONTRAC
	Adopted Fund Total Expenses	**5,476,655**		**138,341**	**$ 5,614,996**					
PUBLIC ARTS FUND										
151-0000-389.91-00	FUND BALANCE APPROPRIATED	(242,302)	80,800		(161,502)					
	Adopted Fund Total Revenues	**$ 377,698**	**$ 4,083,450**		**$ 4,461,148**					
151-2611-579.49-17	OTHER CONTRACTUAL SRVS	30,000		75,400	105,400	251679			20585	FUTUREFORMS
151-2611-579.49-17	OTHER CONTRACTUAL SRVS	105,400		5,400	110,800	241527			16427	PUBLIC ART WORKS
	Adopted Fund Total Expenses	**377,698**		**80,800**	**$ 458,498**					
CAPITAL IMPROVEMENT FUND										
302-0000-334.99-00	VARIOUS	3,210,000	$ 119,878		$ 3,329,878					
302-0000-369.22-00	CRA REIMBURSEMENT	9,350,000	$ 576,210		$ 9,926,210					
302-0000-384.01-00	BOND PROCEEDS	15,044,288	$ 809,075		$ 15,853,363					
302-0000-389.91-00	FUND BALANCE	-	3,927,917		3,927,917					
	Adopted Fund Total Revenues	**$ 32,435,599**	**$ 5,433,080**		**$ 37,868,679**					
302-4101-522.64-15	COMPUTER EQUIPMENT	-		30,575	30,575	251293	FA2508	Phoenix Alert System	20451	HONEYWELL INTERN
302-4101-522.64-15	COMPUTER EQUIPMENT	30,575		3,000	33,575	251496	FA2508	Phoenix Alert System	19308	MARK43, INC
302-4101-580.51-25	COMPUTER EQUIPMENT <$5000	-		23,679	23,679	251757	IT2503	Network Connectivity	6957	PRECISION CONTRA
302-4107-573.62-01	BUILDING IMPROVEMENTS	-		369,567	369,567	251711	GG2509	SCHOOLHOUSE MUS.ELV	20071	KONE, INC
302-4107-573.64-18	AIR CONDITIONERS	-		65,824	65,824	251584	GH2501	Schoolhouse Museum-HVAC	16907	HOMRICH CORPORAT
302-4115-572.63-05	PARKS IMPROVEMENTS	-		276,073	276,073	251675	RP2509	Pence Park - Reconstructi	17254	WEST ARCHITECTUR
302-4116-580.62-01	BUILDING IMPROVEMENTS	-		212,095	212,095	251730	GG2508	PW-AUX BLDG RE-ROOF	91	ADVANCED ROOFING
302-4126-522.62-01	BUILDING IMPROVEMENTS	630,000		6,859	636,859	231269	FA2205	Fire Station # 2 (Hardeni	17254	WEST ARCHITECTUR
302-4145-580.62-01	BUILDING IMPROVEMENTS	500,000		14,745	514,745	241611	RP2203	Hist Women's Club Improv	17252	ALEXIS KNIGHT AR
302-4145-580.62-01	BUILDING IMPROVEMENTS	514,745		2,500	517,245	221830	RP2203	Hist Women's Club Improv	6995	2GHO INC. LANSCA
302-4145-580.63-08	STREET IMPROVEMENTS	-		15,828	15,828	221830	RP2139	Women's Club-PedestrnWalk	6995	2GHO INC. LANSCA
302-4199-522.62-01	BUILDING IMPROVEMENTS	5,350,000		229,877	5,579,877	251674	FA2503	Marine Complex	17254	WEST ARCHITECTUR
302-4199-572.63-05	PARKS IMPROVEMENTS	750,000		30,550	780,550	251479	RP2513	Centennial Pk-Landscape R	17284	ATLANTIC SOUTHER
302-4199-572.63-05	PARKS IMPROVEMENTS	780,550		30,821	811,371	251618	RP2513	Centennial Pk-Landscape R	20249	KEITH
302-4209-572.63-05	PARKS IMPROVEMENTS	-		41,973	41,973	251654	RP2534	Hester Ctr-Press Box Encl	20020	JFB CONSTRUCTION
302-4209-572.63-05	PARKS IMPROVEMENTS	41,973		1,000	42,973	251742	RP2540	Hester Ctr- Field Fence	1863	MARTIN FENCE CO.
302-4211-572.63-05	PARKS IMPROVEMENTS	18,000		66,000	84,000	251650	RP2533	Oyer Pk-Bait Shop Reno	16907	HOMRICH CORPORAT
302-4211-572.63-05	PARKS IMPROVEMENTS	84,000		97,659	181,659	251531	RP2508	FD-Boat Dock and Lift Pro	20536	SEASIDE MARINE C
302-4217-572.63-05	PARKS IMPROVEMENTS	1,013,899		25,235	1,039,134	251688	RP2538	Pionner Park-Tennis Court	18408	ARMOR COURTS INC

CITY OF BOYNTON BEACH
PRIOR YEARS PURCHASE ORDERS BUDGET AMENDMENTS
BUDGET YEAR 2025-26, Commission Meeting 11/18/25

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2025/26 CURRENT BUDGET	Amendment Revenue	Amendment Budget/PO Amounts	2025/26 AMENDED BUDGET	Amendment related to PO Number	Project Number		Vendor Number	Vendor Name
302-4218-572.63-05	PARKS IMPROVEMENTS	334,000		1,590	335,590	241274	RP2417	Sara Sims Cemetery Expans	6995	2GHO INC. LANSCA
302-4220-572.63-05	PARKS IMPROVEMENTS	23,000		9,250	32,250	251585	GG2305	Little League Site Improv	20562	CAROLINA CARPORT
302-4220-572.63-05	PARKS IMPROVEMENTS	32,250		29,400	61,650	251242	GG2305	Little League Site Improv	553	CAULFIELD & WHEE
302-4220-572.63-05	PARKS IMPROVEMENTS	61,650		15,360	77,010	251768	RP2521	Portable BathroomTrailers	20616	CRD WRAPS
302-4220-572.63-05	PARKS IMPROVEMENTS	77,010		9,870	86,880	251471	GG2305	Little League Site Improv	20538	EVERSAFE BUILDIN
302-4220-572.63-05	PARKS IMPROVEMENTS	86,880		82,119	168,999	230791	GG2305	Little League Site Improv	17254	WEST ARCHITECTUR
302-4223-572.63-05	PARKS IMPROVEMENTS	-		19,320	19,320	251478	RP2504	Intracoastal P-Artif.Reef	20246	GHD SERVICES, IN
302-4227-572.31-90	OTHER PROFESSIONAL SRVS	-		17,480	17,480	251021	RP2117	Mangrove Pk-Boardwalk Dem	20249	KEITH
302-4235-572.63-05	PARKS IMPROVEMENTS	550,000		50,184	600,184	251697	RP2537	Jaycee Pk Bocchi CT Shade	8002	INDUSTRIAL SHADE
302-4235-572.63-05	PARKS IMPROVEMENTS	600,184		123,534	723,718	251684	RP2511	Jaycee Pk-Master (Design)	20250	MILLER LEGG
302-4245-572.63-05	PARKS IMPROVEMENTS	460,000		141,983	601,983	251683	RP2539	Boynton Beach HS Pk Impro	14244	MULLINGS ENGINEERING SVCS
302-4415-572.62-01	BUILDING IMPROVEMENTS	-		15,415	15,415	240611	GG2402	ACC Auditorium Upgrades	17252	ALEXIS KNIGHT AR
302-4415-572.62-01	BUILDING IMPROVEMENTS	15,415		357,101	372,516	251402	GG2402	ACC Auditorium Upgrades	20482	LASSCO DEVELOPME
302-4415-572.64-16	FURNITURE & FIXTURES	-		129,172	129,172	251802	GG2507	Arts & CC-Event Hall Seat	17173	J.C. WHITE ARCHI
302-4904-541.63-03	AMERICAN DISABILITIES ACT	-		1,600	1,600	251238	TR2507	Tk 196-SE 3rd St Improv	17284	ATLANTIC SOUTHER
302-4904-541.63-03	AMERICAN DISABILITIES ACT	1,600		34,820	36,420	251644	TR2516	Task 230-MLK BLVD IMP	17284	ATLANTIC SOUTHER
302-4904-541.63-03	AMERICAN DISABILITIES ACT	36,420		132,591	169,011	251238	TR2507	Tk 196-SE 3rd St Improv	17284	ATLANTIC SOUTHER
302-4904-541.63-03	AMERICAN DISABILITIES ACT	169,011		256,006	425,017	251644	TR2516	Task 230-MLK BLVD IMP	17284	ATLANTIC SOUTHER
302-4904-541.63-24	SIDEWALKS	-		19,828	19,828	251644	TR2516	Task 230-MLK BLVD IMP	17284	ATLANTIC SOUTHER
302-4905-541.63-08	STREET IMPROVEMENTS	5,710,036		171,473	5,881,509	251238	TR2507	Tk 196-SE 3rd St Improv	17284	ATLANTIC SOUTHER
302-4905-541.63-08	STREET IMPROVEMENTS	251,238		558,723	809,961	251608	TR2513	Tk 255-Chapel Hill Resurf	17284	ATLANTIC SOUTHER
302-4905-541.63-08	STREET IMPROVEMENTS	5,710,036		503,793	6,213,829	251646	TR2515	Task 227Meadows Com R.	17284	ATLANTIC SOUTHER
302-4905-541.63-08	STREET IMPROVEMENTS	6,213,829		58,329	6,272,158	251662	TR2512	NE 15th Av-Sidewalk Exten	17284	ATLANTIC SOUTHER
302-4905-541.63-08	STREET IMPROVEMENTS	6,272,158		56,716	6,328,874	210833	TR2104	SE 36th Av -Gulfstream	17251	CALVIN, GIORDANO
302-4905-541.63-08	STREET IMPROVEMENTS	6,328,874		86,752	6,415,626	251266	TR2504	Seacrest Blvd. Streetscap	20244	CRAVEN, THOMPSON
302-4905-580.31-90	OTHER PROFESSIONAL SRVS	-		136,825	136,825	251524	TR2405	NE 6th St-Pedestrian Xing	12418	FL DEPT OF TRANS
302-4905-580.63-07	CRA IMPROVEMENTS	-		26,069	26,069	221094	TR2110	CRA Improvements	17252	ALEXIS KNIGHT AR
302-4905-580.63-07	CRA IMPROVEMENTS	-		5,907	5,907	221115	TR2110	CRA Improvements	787	DAVCO ELECTRICAL
302-4905-541.63-08	STREET IMPROVEMENTS	5,710,036		4,558	5,714,594	210833	TR2104	SE 36th Av -Gulfstream	17251	CALVIN, GIORDANO
302-4905-580.63-08	STREET IMPROVEMENTS	-		11,919	11,919	210359	TR2001	South East 1st Street	1682	KIMLEY HORN & AS
302-4906-541.63-22	BRIDGE IMPROVEMENTS	-		1,255	1,255	251161	TR2503	Ocean Av-Bridge Improveme	15731	MOTPLANS.COM
302-4906-541.63-22	BRIDGE IMPROVEMENTS	1,255		11,205	12,460	250942	TR2503	Ocean Av-Bridge Improveme	7921	TJ BOWLES ELECTR
		0		-	0					0
	Adopted Fund Total Expenses	**$ 32,435,599**		**$ 4,624,005**	**$ 37,059,604**					
LOCAL GOV'T SURTAX CIP FUND										
303-0000-389.91-00	FUND BALANCE	-	$ 1,827,880		$ 1,827,880					
	Adopted Fund Total Revenues	**$ 6,699,056**	**$ 1,827,880**		**$ 8,526,936**					
303-1214-572.64-04	PLAYGROUND EQUIPMENT	-		96,582	96,582	251447	RP2525	Kapok Park - PIP Replacem	20483	PRO PLAYGROUND
303-1214-572.64-04	PLAYGROUND EQUIPMENT	-		88,399	88,399	251447	RP2526	Kapok Park - Shade Struct	20483	PRO PLAYGROUND
303-4107-573.62-01	BUILDING IMPROVEMENTS	51,000		184,450	235,450	251523	GG2405	Children's Museum-Repairs	16907	HOMRICH CORPORAT
303-4107-573.62-01	BUILDING IMPROVEMENTS	235,450		7,550	243,000	241280	GG2405	Children's Museum-Repairs	19843	SRI CONSULTANTS,
303-4119-521.64-15	COMPUTER EQUIPMENT	13,583		4,359	17,942	251720	PD2308	PD-Commn. Server Room	15079	VTECHIO
303-4129-522.62-01	BUILDING IMPROVEMENTS	14,870		1,720	16,590	231357	FA2306	FS #5 - Generator Replac	17252	ALEXIS KNIGHT AR
303-4129-522.62-01	BUILDING IMPROVEMENTS	16,590		169,660	186,250	251632	FA2512	FS5-EOC Roof,Waterproof,W	20552	BEST ROOFING SER
303-4129-522.62-01	BUILDING IMPROVEMENTS	186,250		7,490	193,740	241661	FA2403	FS5 - EOC Remodel	19982	FLOOR COVERINGS
303-4129-522.62-01	BUILDING IMPROVEMENTS	193,740		176,460	370,200	251731	FA2403	FS5 - EOC Remodel	11479	MOTOROLA SOLUTIO
303-4129-522.64-02	GENERAL EQUIPMENT	-		720,738	720,738	251229	FA2401	FS 5-Generator&Fuel Tank	20253	JT EQUIPMENT SER
303-4199-580.62-01	BUILDING IMPROVEMENTS	-		7,130	7,130	241637	GG2306	Library & City Sign	1019	FASTSIGNS
303-4209-572.63-05	PARKS IMPROVEMENTS	18,485		39,936	58,421	251773	RP2531	Hester Ctr-Goal Post Nets	284	BSN SPORTS
303-4209-572.63-05	PARKS IMPROVEMENTS	58,421		1,171	59,592	210467	RP2101	Hester Center-Site Improv	6995	2GHO INC. LANSCA
303-4211-572.63-05	PARKS IMPROVEMENTS	-		21,260	21,260	231013	RP2213	OYER PARK - FISH PIER REP	16616	SEA DIVERSIFIED
303-4216-572.63-05	PARKS IMPROVEMENTS	-		28,000	28,000	251743	RP2409	Meadows-Tennis Ct Resurfa	18408	ARMOR COURTS INC
303-4217-572.63-05	PARKS IMPROVEMENTS	-		16,325	16,325	240584	RP2410	PioneerPark-Boat Ramp Rpl	17252	ALEXIS KNIGHT AR
303-4220-572.63-05	PARKS IMPROVEMENTS	-		25,323	25,323	241000	RP2413	Little League Pk Renovati	17251	CALVIN, GIORDANO
303-4227-572.62-01	BUILDING IMPROVEMENTS	591,020		63,780	654,800	251021	RP2117	Mangrove Pk-Boardwalk Dem	20249	KEITH
303-4905-541.63-08	STREET IMPROVEMENTS	1,060,894		47,800	1,108,694	251480	TR2508	Springfield Blvd-St Impro	14909	ALL COUNTY PAVIN
303-4905-541.63-10	LANDSCAPING	-		108,045	108,045	251715	TR2510	Lawrence Road Beautificat	20244	CRAVEN, THOMPSON
303-4905-541.63-23	RR CROSSING UPGRADES	-		11,702	11,702	251564	TR1001	FEC Crossing Upgrade	17284	ATLANTIC SOUTHER
	Adopted Fund Total Expenses	**$ 6,699,056**		**$ 1,827,880**	**$ 8,526,936**					

CITY OF BOYNTON BEACH
PRIOR YEARS PURCHASE ORDERS BUDGET AMENDMENTS
BUDGET YEAR 2025-26, Commission Meeting 11/18/25

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2025/26 CURRENT BUDGET	Amendment Revenue	Amendment Budget/PO Amounts	2025/26 AMENDED BUDGET	Amendment related to PO Number	Project Number		Vendor Number	Vendor Name
UTILITY OPERATING FUND										
401-0000-389.92-00	NET ASSETS APPROPR	12,208,376	$ 1,177		$ 12,209,553					
	Adopted Fund Total Revenues	**$ 74,214,216**	**$ 1,177**		**$ 74,215,393**					
401-2823-536.31-90	OTHER PROFESSIONAL SRVS	150,000		1,177	151,177	251727			12446	CHEN MOORE & ASS
	Adopted Fund Total Expenditures	**$ 74,214,216**		**$ 1,177**	**$ 74,215,393**					
UTILITY FUND GENERAL CIP FUND										
-		-	$ -		$ -					
403-0000-337.27-17	DEPT OF ECON. OPPORTUN	16,500,000	$ 439,189		$ 16,939,189					
403-0000-389.92-00	NET ASSETS APPROPR	10,885,675	$ 33,765,256		$ 44,650,931					
	Adopted Fund Total Revenues	**$ 45,883,352**	**$ 34,204,445**		**$ 80,087,797**					
403-5000-533.31-90	OTHER PROFESSIONAL SRVS	50,000		111,369	161,369	251133	US2403	WT/SW Distr.Hydraulic Mo	15111	CAROLLO ENGINEER
403-5000-533.65-02	R&R - WATER	18,605,553		10,508	18,616,061	211392	UC2102	Coquina Cove Wtr/Stm Impr	9499	AECOM TECHNICAL
403-5000-533.65-02	R&R - WATER	18,616,061		1,500	18,617,561	230653	WTR075	Repl elect panels at well	30	AMPS INC.
403-5000-533.65-02	R&R - WATER	18,617,561		4,800	18,622,361	241097	WT2303	Admin Building Remodel	14283	ANZCO, INC.
403-5000-533.65-02	R&R - WATER	18,622,361		40,639	18,663,001	221321	WT1802	Water System Annual R&R	14558	BOARD OF COUNTY
403-5000-533.65-02	R&R - WATER	18,663,001		467	18,663,467	221481	WTR127	Water Plant Security	18144	BROADCAST SYSTEM
403-5000-533.65-02	R&R - WATER	18,663,467		52,834	18,716,301	210833	TR2104	SE 36th Av -Gulfstream	17251	CALVIN, GIORDANO
403-5000-533.65-02	R&R - WATER	18,605,553		81,488	18,687,041	230707	WT2201	East Plant Filter Refurbi	15111	CAROLLO ENGINEER
403-5000-533.65-02	R&R - WATER	18,687,041		3,234	18,690,275	231485	WTR105	Telemetry Sys Upgrade R&R	15111	CAROLLO ENGINEER
403-5000-533.65-02	R&R - WATER	18,690,275		83,938	18,774,213	231485	WT2104	West Wellfield Electrical	15111	CAROLLO ENGINEER
403-5000-533.65-02	R&R - WATER	18,690,275		321,272	19,011,547	251180	UC2503	Sea Meadows-WT SW Improvm	15111	CAROLLO ENGINEER
403-5000-533.65-02	R&R - WATER	19,011,547		245,105	19,256,652	251057	UC2501	I-95&Boynton B Blvd. Inte	531	CDM SMITH, INC.
403-5000-533.65-02	R&R - WATER	19,256,652		9,938	19,266,590	191014	WT1902	GENERATOR REPLACEMENT-EAS	13426	CH2M HILL ENGINE
403-5000-533.65-02	R&R - WATER	19,266,590		156,212	19,422,802	251586	UC2402	San Castle Imp(DEO Grant)	20242	COLLIERS ENGINEE
403-5000-533.65-02	R&R - WATER	19,422,802		749,395	20,172,197	251071	WT1605	New Lab Building	20260	EAST COAST CONST
403-5000-533.65-02	R&R - WATER	20,172,197		36,469	20,208,666	241406	WT2316	EWTP HSP 5&6 Improvements	16151	FL DESIGN DRILLI
403-5000-533.65-02	R&R - WATER	20,208,666		5,205,125	25,413,792	201490	WT1902	GENERATOR REPLACEMENT-EAS	9097	GLOBALTECH INC.
403-5000-533.65-02	R&R - WATER	25,413,792		21,154	25,434,946	221555	WT2103	East WTP R&R	9097	GLOBALTECH INC.
403-5000-533.65-02	R&R - WATER	25,434,946		241,045	25,675,990	240638	WTR105	Telemetry Sys Upgrade R&R	19282	GRID ONE ELECTRI
403-5000-533.65-02	R&R - WATER	25,675,990		31,079	25,707,069	240638	WT2104	West Wellfield Electrical	19282	GRID ONE ELECTRI
403-5000-533.65-02	R&R - WATER	25,707,069		52,865	25,759,934	241172			15789	IXOM WATERCARE,
403-5000-533.65-02	R&R - WATER	25,759,934		15,473	25,775,407	230448	WT2102	West WTP R&R	17883	JACOBS ENGINEERI
403-5000-533.65-02	R&R - WATER	25,775,407		27,545	25,802,952	251790	WT2304	Water Plant Security-West	9740	JADE COMMUNICATI
403-5000-533.65-02	R&R - WATER	25,802,952		369,567	26,172,519	251711	GG2509	SCHOOLHOUSE MUS.ELV	20071	KONE, INC
403-5000-533.65-02	R&R - WATER	26,172,519		369,567	26,542,086	251711	GG2509	SCHOOLHOUSE MUS.ELV	20071	KONE, INC
403-5000-533.65-02	R&R - WATER	26,542,086		14,961	26,557,047	250090	WT2415	BB Blvd Bike Path Restora	10458	MADSEN-BARR CORP
403-5000-533.65-02	R&R - WATER	26,557,047		53,029	26,610,076	241651	WT2401	Hihghview Rd Drainage Imp	15875	PBC BOARD OF COU
403-5000-533.65-02	R&R - WATER	26,610,076		3,000	26,613,076	250844	WT2301	DES- New Chiller	16693	SALAS O'BRIEN FL
403-5000-533.65-02	R&R - WATER	26,613,076		1,273,146	27,886,223	251798	UC2102	Coquina Cove Wtr/Stm Impr	18405	SOUTHERN UNDERGR
403-5000-533.65-02	R&R - WATER	27,886,223		18,550	27,904,773	221539	WT2103	East WTP R&R	17815	STAR CONTROLS IN
403-5000-533.65-02	R&R - WATER	27,904,773		365,066	28,269,839	221731	WT1902	GENERATOR REPLACEMENT-EAS	17269	TAW POWER SYSTEM
403-5000-533.65-02	R&R - WATER	28,269,839		67,277	28,337,116	231371	WT2303	Admin Building Remodel	17254	WEST ARCHITECTUR
403-5000-533.65-02	R&R - WATER	28,337,116		58,650	28,395,766	251713	WT1605	New Lab Building	17254	WEST ARCHITECTUR
403-5000-535.31-90	OTHER PROFESSIONAL SRVS	50,000		289,354	339,354	250721	US2401	Inflow & Infiltr. Study	15111	CAROLLO ENGINEER
403-5000-533.31-90	OTHER PROFESSIONAL SRVS	339,354		111,369	450,723	251133	US2403	WT/SW Distr.Hydraulic Mo	15111	CAROLLO ENGINEER
403-5000-535.65-04	R&R - SEWER	17,551,368		15,144	17,566,512	211392	UC2102	Coquina Cove Wtr/Stm Impr	9499	AECOM TECHNICAL
403-5000-535.65-04	R&R - SEWER	17,566,512		33,100	17,599,612	251699	SW2503	LS309 Pump #1 Replacement	17439	B & B UNDERGROUN
403-5000-535.65-04	R&R - SEWER	17,599,612		19,018	17,618,629	210605	SW1602	REPLACE SEWER TRMT PLANT	15111	CAROLLO ENGINEER
403-5000-535.65-04	R&R - SEWER	17,618,629		321,272	17,939,902	251180	UC2503	Sea Meadows-WT SW Improvm	15111	CAROLLO ENGINEER
403-5000-535.65-04	R&R - SEWER	17,939,902		116,999	18,056,901	231778	SW2201	Lift Station 410 - Connec	531	CDM SMITH, INC.
403-5000-535.65-04	R&R - SEWER	18,056,901		245,105	18,302,006	251057	UC2501	I-95&Boynton B Blvd. Inte	531	CDM SMITH, INC.
403-5000-535.65-04	R&R - SEWER	18,302,006		375,244	18,677,250	250849	SW1602	REPLACE SEWER TRMT PLANT	20192	CLOSE CONSTRUCTI
403-5000-535.65-04	R&R - SEWER	18,677,250		145,828	18,823,078	251586	UC2402	San Castle Imp(DEO Grant)	20242	COLLIERS ENGINEE
403-5000-535.65-04	R&R - SEWER	18,823,078		1,670	18,824,748	251610	SW2502	2220N Seacrest-SWR Point	20040	HINTERLAND GROUP
403-5000-535.65-04	R&R - SEWER	18,824,748		126,140	18,950,888	231670	SW2304	BB 20 Inch Sanitary Sewer	18982	INLINER SOLUTION
403-5000-535.65-04	R&R - SEWER	18,950,888		97,882	19,048,770	241411	SW2409	CIPP Golfview Harbor	18982	INLINER SOLUTION
403-5000-535.65-04	R&R - SEWER	19,048,770		286,519	19,335,289	251678	UC2103	Central Seacrest-Phase 3	4625	INSITUFORM TECHN
403-5000-535.65-04	R&R - SEWER	19,335,289		292,004	19,627,293	221466			18689	PCL CONSTRUCTION
403-5000-535.65-04	R&R - SEWER	19,627,293		9,479,409	29,106,702	221466	SW2202	Lift Station 317 Major Up	18689	PCL CONSTRUCTION
403-5000-535.65-04	R&R - SEWER	29,106,702		13,373	29,120,075	211639	SWR102	Odor Ctrl Sys Master L.S.	18418	RPM GENERAL CONT
403-5000-535.65-04	R&R - SEWER	29,120,075		103,225	29,223,300	251751	SW2504	Smart Level Remote Sewer	20507	SMARTCOVER SYSTE
403-5000-535.65-04	R&R - SEWER	29,223,300		2,229,039	31,452,339	251798	UC2102	Coquina Cove Wtr/Stm Impr	18405	SOUTHERN UNDERGR
403-5000-535.65-04	R&R - SEWER	31,452,339		6,300	31,458,639	251638	SW1901	Lift Station Communicatin	17815	STAR CONTROLS IN
403-5000-536.31-90	OTHER PROFESSIONAL SRVS	1,350,000		166,110	1,516,110	250836	UC2502	Infrastr. Risk Assessment	531	CDM SMITH, INC.
403-5000-536.31-90	OTHER PROFESSIONAL SRVS	1,516,110		114,065	1,630,175	230367	US2305	Grant Support Services	1682	KIMLEY HORN & AS
403-5000-536.31-90	OTHER PROFESSIONAL SRVS	1,630,175		689	1,630,864	231802	US2101	GIS Development-UT Atlas	19518	SURVEYING AND MA
403-5000-536.31-90	OTHER PROFESSIONAL SRVS	1,630,864		161,763	1,792,626	251649	US2101	GIS Development-UT Atlas	19518	SURVEYING AND MA
403-5000-536.64-15	COMPUTER EQUIPMENT	-		338	338	230836	UC2202	SCADA CyberSecurity	19177	GRAY MATTER SYST
403-5000-538.31-90	OTHER PROFESSIONAL SRVS	-		220,903	220,903	251320	US2302	STORMWATER MASTERPLAN	20245	EXP U.S. SERVICE
403-5000-538.65-09	R&R - STORMWATER	6,660,112		78,089	6,738,201	211392	UC2102	Coquina Cove Wtr/Stm Impr	9499	AECOM TECHNICAL

CITY OF BOYNTON BEACH
PRIOR YEARS PURCHASE ORDERS BUDGET AMENDMENTS
BUDGET YEAR 2025-26, Commission Meeting 11/18/25

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2025/26 CURRENT BUDGET	Amendment Revenue	Amendment Budget/PO Amounts	2025/26 AMENDED BUDGET	Amendment related to PO Number	Project Number		Vendor Number	Vendor Name
403-5000-538.65-09	R&R - STORMWATER	6,738,201		2,218	6,740,419	220936	UC1802	Utility-Dimmick & Potter	16248	BAXTER & WOODMAN
403-5000-538.65-09	R&R - STORMWATER	6,740,419		1,480,847	8,221,266	251728	ST2402	Chapel Hill Stormw Improv	16248	BAXTER & WOODMAN
403-5000-538.65-09	R&R - STORMWATER	8,221,266		137,148	8,358,414	251586	UC2402	San Castle Imp(DEO Grant)	20242	COLLIERS ENGINEE
403-5000-538.65-09	R&R - STORMWATER	8,358,414		22,100	8,380,514	231617	ST2301	Quantum Pk-StormW CIPP Pr	18982	INLINER SOLUTION
403-5000-538.65-09	R&R - STORMWATER	8,380,514		43,655	8,424,169	241716	SW2413	Quantum-SW CIPP-Castilla	18982	INLINER SOLUTION
403-5000-538.65-09	R&R - STORMWATER	8,424,169		2,370,660	10,794,829	251798	UC2102	Coquina Cove Wtr/Stm Impr	18405	SOUTHERN UNDERGR
403-5025-533.65-02	R&R - WATER	10,794,829		5,001,599	15,796,428	251202	WT2501	East/West WTP-Upgrades	17883	JACOBS ENGINEERI
	Adopted Fund Total Expenditures	**$ 45,883,352**		**$ 34,204,445**	**$ 80,087,797**					
UTILITY CAPITAL EXPANSION FUND										
404-0000-389.92-00	NET ASSETS APPROPR	900,000	$ 158,411		$ 1,058,411					
	Adopted Fund Total Revenues	**$ 3,340,400**	**$ 158,411**		**$ 3,498,811**					
404-5000-536.65-11	WASTEWATER REUSE	-		929	929	221673	REU005	Reuse Distrib Sys 8MGD	16248	BAXTER & WOODMAN
404-5000-536.65-11	WASTEWATER REUSE	929		46,032	46,961	210464	REU005	Reuse Distrib Sys 8MGD	18300	GARNEY COMPANIES
404-5016-536.65-11	WASTEWATER REUSE	-		111,450	111,450	210464	REU005	Reuse Distrib Sys 8MGD	18300	GARNEY COMPANIES
	Adopted Fund Total Expenditures	**$ 3,340,400**		**$ 158,411**	**$ 3,498,811**					
GOLF FUND										
411-0000-389.92-00	NET ASSETS APPROPR	350,453	$ 995,746		$ 1,346,199					
	Adopted Fund Total Revenues	**$ 4,167,547**	**$ 995,746**		**$ 5,163,293**					
411-2910-572.44-30	EQUIPMENT RENTAL	208,000		496	208,496	250203			17274	PNC EQUIPMENT FI
411-2910-572.64-33	VEHICLE PURCHASES	0		980,312	980,312	251746			11015	E-Z GO TEXTRON
411-2910-572.99-02	NON-BUDGETED EXPENSE	216,598		14,938	231,536	260016			20670	PCI STORM WATER
	Adopted Fund Total Expenditures	**$ 4,167,547**		**$ 995,746**	**$ 5,163,293**					
GOLF CIP FUND										
412-0000-389.92-00	NET ASSETS APPROPR	(32,668)	$ 13,122		$ (19,546)					
	Adopted Fund Total Revenues	**$ 6,800,082**	**$ 13,122**		**$ 6,813,204**					
412-4501-572.63-15	GROUNDS IMPROVEMENTS	6,000,000		13,122	6,013,122	251692	GF2501	Golf Course-Drainage Imp	20588	ATLANTIC DRAINAG
	Adopted Fund Total Expenditures	**$ 6,800,082**		**$ 13,122**	**$ 6,813,204**					
SOLID WASTE FUND										
431-0000-389.92-00	NET ASSETS APPROPR	(922,590)	$ 393,740		$ (528,850)					
	Adopted Fund Total Revenues	**$ 17,267,410**	**$ 393,740**		**$ 17,661,150**					
431-2515-534.64-33	VEHICLE PURCHASES	1,325,000		393,740	1,718,740	250822			1819	NEXTRAN TRUCK CE
	Adopted Fund Total Expenditures	**$ 17,267,410**		**$ 393,740**	**$ 17,661,150**					
FLEET FUND										
501-0000-389.92-00	NET ASSETS APPROPR	(3,062,225)	$ 10,335,649		$ 7,273,424					
	Adopted Fund Total Revenues	**$ 10,360,535**	**$ 10,335,649**		**$ 20,696,184**					
501-2516-519.46-91	SOFTWARE MAINTENANCE	150,000		12,684	162,684	221819			14591	ASSETWORKS INC
501-2516-519.64-02	GENERAL EQUIPMENT	20,000		16,395	36,395	241636			17683	KEYTRAK, INC
501-2516-519.64-33	VEHICLE PURCHASES	4,830,000		420	4,830,420	250792			11365	ALAN JAY CHEVROL
501-2516-519.64-33	VEHICLE PURCHASES	4,830,420		68,332	4,898,752	251001			11365	ALAN JAY CHEVROL
501-2516-519.64-33	VEHICLE PURCHASES	4,898,752		62,742	4,961,494	251403			11365	ALAN JAY CHEVROL
501-2516-519.64-33	VEHICLE PURCHASES	4,961,494		1,511	4,963,005	240698			15527	DUVAL FORD
501-2516-519.64-33	VEHICLE PURCHASES	4,963,005		100,674	5,063,679	250681			15527	DUVAL FORD
501-2516-519.64-33	VEHICLE PURCHASES	5,063,679		98,660	5,162,339	251206			15527	DUVAL FORD
501-2516-519.64-33	VEHICLE PURCHASES	5,162,339		102,002	5,264,341	251223			15527	DUVAL FORD
501-2516-519.64-33	VEHICLE PURCHASES	5,264,341		498,412	5,762,753	241538			19948	FRAZER, LTD
501-2516-519.64-33	VEHICLE PURCHASES	5,762,753		1,102,324	6,865,077	250726			19948	FRAZER, LTD
501-2516-519.64-33	VEHICLE PURCHASES	6,865,077		154,810	7,019,887	251449			1819	NEXTRAN TRUCK CE
501-2516-519.64-33	VEHICLE PURCHASES	7,019,887		241,978	7,261,865	241079			19797	SILVER SHIPS INC
501-2516-519.64-33	VEHICLE PURCHASES	7,261,865		1,905,893	9,167,757	230926			2857	SUTPHEN CORPORAT
501-2516-519.64-33	VEHICLE PURCHASES	9,167,757		927,281	10,095,038	230927			2857	SUTPHEN CORPORAT
501-2516-519.64-33	VEHICLE PURCHASES	10,095,038		5,039,175	15,134,213	241529			2857	SUTPHEN CORPORAT
501-2516-519.64-33	VEHICLE PURCHASES	15,134,213		2,357	15,136,570	240319			11675	THE ARMORED GROU
	Adopted Fund Total Expenditures	**$ 10,360,535**		**$ 10,335,649**	**$ 20,696,184**					

CITY OF BOYNTON BEACH
PRIOR YEARS PURCHASE ORDERS BUDGET AMENDMENTS
BUDGET YEAR 2025-26, Commission Meeting 11/18/25

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2025/26 CURRENT BUDGET	Amendment Revenue	Amendment Budget/PO Amounts	2025/26 AMENDED BUDGET	Amendment related to PO Number	Project Number		Vendor Number	Vendor Name
SELF-INSURANCE (RISK MGMT) FUND										
522-0000-389.92-00	#N/A	(449,427)	$ 37,962		$ (411,465)					
	Adopted Fund Total Revenues	**$ 7,296,326**	**$ 37,962**		**$ 7,334,288**					
522-1710-519.64-33	VEHICLE PURCHASES	-		37,962	37,962	251792			15527	DUVAL FORD
	Adopted Fund Total Expenditures	**$ 7,296,326**		**$ 37,962**	**$ 7,334,288**					
BB MEMORIAL PARK (632)										
632-0000-389.91-00	FUND BALANCE APPROPRIATED	364,400	$ 16,529		$ 380,929					
	Adopted Fund Total Revenues	**$ 468,000**	**$ 16,529**		**$ 484,529**					
632-3110-539.49-17	OTHER CONTRACTUAL SRVS	65,000		1,500	66,500	241273			9238	AVIROM & ASSOCIA
632-3110-539.49-17	OTHER CONTRACTUAL SRVS	66,500		15,029	81,529	241274	RP2417	Sara Sims Cemetery Expans	6995	2GHO INC. LANSCA
	Adopted Fund Total Expenditures	**$ 468,000**		**$ 16,529**	**$ 484,529**					

Loan Calculator

Enter Values	
Loan Amount	$ 1,400,000.00
Annual Interest Rate	1.00 %
Loan Period in Years	5
Number of Payments Per Year	1
Start Date of Loan	9/26/2025
Optional Extra Payments	

Lender Name:

Loan Summary	
Scheduled Payment	$ 288,455.72
Scheduled Number of Payments	5
Actual Number of Payments	5
Total Early Payments	$ -
Total Interest	$ 42,278.60
Total Payments	$ 1,439,422.60

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance
1	9/26/2026	$ 1,400,000.00	$ 288,455.72	$ -	$ 288,455.72	$ 274,455.72	$ 14,000.00	$ 1,125,544.28
2	9/26/2027	1,125,544.28	288,455.72	-	288,455.72	277,200.28	11,255.44	848,344.00
3	9/26/2028	848,344.00	288,455.72	-	288,455.72	279,972.28	8,483.44	568,371.72
4	9/26/2029	568,371.72	288,455.72	-	288,455.72	282,772.00	5,683.72	285,599.72
5	9/26/2030	285,599.72	288,455.72	-	285,599.72	282,743.73	2,856.00	0.00

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/18/2025

Commission Meeting Minutes.

Requested Action: Approve minutes from the October 21, 2025 and November 4, 2025 City Commission Meetings.

Explanation of Request: The City Commission met on October 21, 2025, and November 4, 2025, and minutes were prepared from the notes taken at the meetings. 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:
October 21, 2025 City Commission Meeting Minutes.docx
November 4, 2025 City Commission Meeting Minutes.docx

Minutes of the 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, October 21, 2025, at 6:00 P.M.

Present:

Mayor Rebecca Shelton
Vice Mayor Woodrow L. Hay
Commissioner Angela Cruz
Commissioner Thomas Turkin
Commissioner Aimee Kelley

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

1. Agenda Items

A. Call to Order

Mayor Shelton called the meeting to order at 6:04 P.M.

Roll Call

City Clerk Maylee De Jesús called the roll.

Invocation by Pastor Bryce Hutson, Christ Fellowship Church.

Pastor Hutson provided the Invocation.

Pledge of Allegiance to the Flag led by Commissioner Angela Cruz

The Pledge of Allegiance was led by Commissioner Cruz.

Agenda Approval:

1. Additions, Deletions, Corrections

Commissioner Turkin added a discussion regarding a legislative break for the holidays, as Agenda Item10B.

2. Adoption

Motion:

Vice Mayor Hay moved to approve the agenda, as amended. Commissioner Kelley seconded the motion. The motion passed unanimously.

2. Other

A. Informational items by the Members of the City Commission.

Vice Mayor Hay stated that he attended the Florida Redevelopment Association conference in West Palm Beach and that it was a great event.

Commissioner Turkin stated that he received emails that construction was starting at 3:00 A.M. and that he would follow up with staff. He asked that staff follow up with the contractor and affected residents and that an update be provided to the City Commission.

3. Announcements, Community and Special Events and Presentations

A. Charter Review Committee Final Report and Recommendations.

Jerry Taylor, Charter Review Committee Chair, introduced the Charter Review Committee members. He reviewed the following: Introduction and Committee Organization; Overview of Proposed Amendments; Amendment 1: Charter Preamble; Amendment 2: Charter Section 3; Amendment 3: Charter Section 5; Residency and Age Requirements; Amendment 4: Charter Section 20; and Amendment 5: Language Modernization.

City Attorney Lamb stated that the plan was to bring the ordinances back for first and second reading in November.

Mr. Taylor stated that the committee scheduled a meeting for one year from now, to consider any additional changes.

Commissioner Turkin thanked the committee for its work.

David Katz, Committee Vice Chair, thanked the Legal staff for their assistance and stated that the age should have been 25, because he believes someone should be more mature and that 25 is used at the State level. He said that he is in favor of increasing residency to two years instead of one year and spoke about how difficult it is to challenge candidates.

Commissioner Kelley stated that she spoke to several members and that everyone was pleasant and worked together respectfully. She thanked the committee and stated that she looks forward to discussing the proposals at the next meeting.

Angela Troyanowski, Committee Member, stated that she also believed the age should be 21 and stated that only one City in the United States uses 25. She stated that 21 years of age is the age for certain responsibilities and asked the City Commission to consider that increasing the age could make the City appear unfriendly to younger generations.

Dr. Phyllis Pacilli stated that there would be voters eliminated, if the age increased to 25.

Vice Mayor Hay thanked the committee and agreed with the committee's recommendation for an age of 21. He stated that if someone can serve in the military at 18, then service at 21 is appropriate, and he stated that a four-year term would be a good move.

Commissioner Cruz thanked the committee and the legal team.

B. City Event Announcements

Fabien Desrouleaux, Director of Recreation and Parks, introduced Amanda Ondo as the new Special Events Director and announced Pirate Fest.

4. Public Audience

Mack McCray announced with sadness that Mr. Hester's wife, Carrol, passed away over the weekend.

Mark Karageorge remarked that he attended a meeting and that the consultant present was a waste of money and time, because staff could have completed the work in-house.

Angela Troyanowski noted that residents had raised concerns about City water quality and asked that the City confirm the water is safe and clean. She added that Palm Beach County is discussing fluoride in the water and asked if the City would consider a discussion.

Cindy Falco Di Corrado expressed confusion about why a 21-year-old could run for a Commission seat and argued that four-year terms are too long. She added that she is campaigning for grandparents' rights and spoke about that effort.

Joe Vecca shared that he was 21 and already had three children at that age. He reported that he is the President of Quail Run and that the association maintains the lake behind the neighborhood, and he suggested that nearby businesses should share responsibility. He commended the Police Department and affirmed that Officers are professional and doing a great job.

Ernest Mignoli complained that emails often go unanswered and asserted that a recent response included inaccurate claims. He added that saying an 18-year-old cannot do anything is highly disrespectful.

Commissioner Turkin reminded the public that Charter Review recommendations will go to a voter referendum and that the items will appear on the ballot.

5. Administrative

A. Community Support Funds.

Motion:

Commissioner Turkin moved to approve the Community Support Funds request from Commissioner Cruz and Commissioner Kelley. Commissioner Cruz seconded the motion. The motion passed unanimously.

6. Consent Agenda

A. Proposed Resolution No. R25-275- Authorizing the Mayor to sign the Recreation and Parks Special Events Application to the Town of Ocean Ridge for Oceanfront Bark events.

B. Proposed Resolution No. R25-276- Approving and authorizing the assessment and recording of nuisance abatement liens against properties in the public records of Palm Beach County.

C. Proposed Resolution No. R25-277- Authorize the City's application for the 2026-27 EMS Matching Grant offered by the Florida Department of Health in the amount of $20,275.76, and if awarded, authorize the City to accept the Grant and execute all future documents associated with the grant.

D. Commission Meeting Minutes.

Motion:

Commissioner Turkin moved to approve the consent agenda. Commissioner Kelley seconded the motion. The motion passed unanimously.

7. Consent Bids and Purchases

A. Approve the annual expenditure and authorize the Mayor to sign the renewal amendments for RFPs/Bids and/or piggybacks for the procurement of services and/or commodities as described in Exhibit A for October 21, 2025 - " Request for Extensions and/or Piggybacks."

B. Proposed Resolution No. R25-278- Approve and authorize the issuance of Purchase Orders for the purchase of vehicles and equipment scheduled in the FY2025/2026 replacement budget, and permit the use of these same contracts for additional purchases as needed (e.g., totaled vehicles, mid-year position additions), by utilizing various Florida Sheriff's Association Contracts, Sourcewell Contracts, the Florida State Term Contract (Alan Jay), the City of Tallahassee Contract, the Charlotte County Contract, the HGAC-Buy Contract, the Hillsborough County Sheriff's Office Contract (Assorted Vehicle Procurement), and the Bradford County Sheriff's Office Contract (Duval Ford), for an estimated total amount of $8,277,000, plus a contingency of twenty percent (20%) or $1,655,400, for a total amount not to exceed $9,932,400, should the vehicles and/or equipment no longer be available and new models be delivered.

C. Proposed Resolution No. R25-279- Approve a limited term extension amendment extending the City of Boynton Beach's agreement with Mae Volen Senior Center, Inc. for transportation services by an additional 180 days.

D. Proposed Resolution No. R25-280- Award Request for Proposal No. 25-053R for the Citywide Holiday Lighting to Artistic Holiday Designs and approve an Agreement between the City and Artistic Holiday Designs in an amount not to exceed $110,000 per year.

E. Proposed Resolution No. R25-281- Approve the final rankings for the Request for Qualifications (RFQ) No. PWE25-009Q for Engineering Design and Environmental Review Services for the San Castle Infrastructure Mitigation Project (CDBG-MIT Funded) as recommended by the Evaluation Committee and authorize City staff to negotiate a contract with the recommended top-ranked proposer, Wade Trim, Inc. in accordance with section 287.055, Florida Statutes, otherwise known as the Consultants' Competitive Negotiation Act (CCNA).

Commissioner Kelley pulled Item 7B for discussion.

Motion:

Commissioner Turkin moved to approve the remainder of Consent Bids and Purchases. Commissioner Kelley seconded the motion. The motion passed unanimously.

7B. Proposed Resolution No. R25-278- Approve and authorize the issuance of Purchase Orders for the purchase of vehicles and equipment scheduled in the FY2025/2026 replacement budget, and permit the use of these same contracts for additional purchases as needed (e.g., totaled vehicles, mid-year position additions), by utilizing various Florida Sheriff's Association Contracts, Sourcewell Contracts, the Florida State Term Contract (Alan Jay), the City of Tallahassee Contract, the Charlotte County Contract, the HGAC-Buy Contract, the Hillsborough County Sheriff's Office Contract (Assorted Vehicle Procurement), and the Bradford County Sheriff's Office Contract (Duval Ford), for an estimated total amount of $8,277,000, plus a contingency of twenty percent (20%) or $1,655,400, for a total amount not to exceed $9,932,400, should the vehicles and/or equipment no longer be available and new models be delivered.

Commissioner Kelley stated that she wanted staff to review the item.

Analie Holmes, Deputy Director of Public Works, explained that the request was to approve the purchase of vehicles that were included in the adopted budget and that the contracts were already procured through a competitive bid process.

Commissioner Turkin left the dais at 6:45 P.M.

Motion:

Commissioner Kelley moved to approve the Item 7B. Commissioner Cruz seconded the

motion. The motion passed 4-0. Commissioner Turkin was absent from the dais.

8. Public Hearing

City Clerk De Jesús swore in those intending to speak on Items 8B-E.

Commissioner Cruz said regarding Items 8B, C, D, and E that she has not had any ex-parte communication, has not received written communication, except an email from an attorney on Curaleaf, has not conducted an investigation, has not made a site visit, and has not received expert opinions. She requested that these disclosures and all written communications be made a part of the record.

Vice Mayor Hay said regarding Items 8B, C, D, and E that he has not had any ex-parte communication, has not received written communication, has not conducted an investigation, has not made a site visit, and has not received expert opinions. He requested that these disclosures and all written communications be made a part of the record.

Commissioner Kelley said regarding Items 8B, C, D, and E that she has not had any ex-parte communication, has not received written communication, has not conducted an investigation, has not made a site visit, and has not received expert opinions. She requested that these disclosures and all written communications be made a part of the record.

Mayor Shelton said regarding Items 8B, C, D, and E that she has not had any ex-parte communication, has not received written communication, has not conducted an investigation, has not made a site visit, and has not received expert opinions. She requested that these disclosures and all written communications be made a part of the record.

City Clerk De Jesús read Items 8A-8D into the record.

Commissioner Turkin returned to the dais at 6:48 P.M.

Commissioner Turkin said regarding Items 8B, C, D, and E that he has not had any ex-parte communication, has not received written communication, has not conducted an investigation, has not made a site visit, and has not received expert opinions. He requested that these disclosures and all written communications be made a part of the record.

Barbara Hall, Attorney for the applicant, stated that there are no changes from first reading. She spoke about the variance as follows: rear setback variance request for condition existing for 50 years; request complies with variance criteria; and 1 special circumstance peculiar to building.

Mayor Shelton opened public comment.

Cindy Falco confirmed the location.

Mayor Shelton closed public comment.

A. Proposed Ordinance No. 25-022- Second Reading, An Ordinance of the City of Boynton Beach, Florida, Voluntarily Annexing Approximately 0.36 Acres of Unincorporated Territory Located at 3604 Boynton Beach Boulevard, into the Corporate Limits of the City Pursuant to Section 171.044, Florida Statutes; Providing for the Annexation of the Property Described Herein; Providing Publication of Notice of the Proposed Annexation; Directing the City Clerk to Record this Ordinance with the Clerk of the Circuit Court, with the Chief Administrative Officer of Palm Beach County, and with the Department of State; Providing a Business Impact Estimate; Providing for Codification; Conflicts; Severability; and an Effective Date.

Motion:

Vice Mayor Hay moved to approve Ordinance No. 25-022 on second reading. Commissioner Kelley seconded the motion. In a roll call vote, the motion passed unanimously.

B. Proposed Ordinance No. 25-032- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Ordinance No. 89-38 by amending the Future Land Use Map of the City of Boynton Beach, Florida, for an approximately 0.36 acre parcel of real property located at 3604 Boynton Beach Boulevard, by changing the future land use classification from Palm Beach County's Commercial High with an underlying MR-8 (CH/8) to City of Boynton Beach's Local Retail Commercial (LRC); declaring the proposed amendment to the future land use map to be consistent with all other elements of the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.

Mayor Shelton opened public comment, and no one came forth to speak, so she closed public comment.

Motion:

Commissioner Kelley moved to approve Ordinance No. 25-032 on Second Reading. Vice Mayor Hay seconded the motion. In a roll call vote, the motion passed 4-1, with Commissioner Turkin dissenting.

C. Proposed Ordinance No. 25-033- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, in association with the Curaleaf Florida LLC annexation, amending ordinance no. 02-013 to rezone approximately 0.36 acres of unincorporated territory located at 3604 Boynton Beach Boulevard, from Palm Beach County's Commercial High Office (CHO) to City of Boynton Beach's Community Commercial District (C-3); declaring the proposed amendment to be consistent with the comprehensive plan of the

City; providing for severability, conflicts, and providing for an effective date.

Mayor Shelton opened public comment, and no one came forth to speak, so she closed public comment.

Motion:

Vice Mayor Hay moved to approve Ordinance No. 25-033 on Second Reading. Commissioner Kelley seconded the motion. In a roll call vote, the motion passed 4-1, with Commissioner Turkin dissenting.

D. Variance request to grant a reduced rear yard setback to 9.1 feet where 20 feet is required.

Mayor Shelton opened public comment, and no one came forth to speak, so she closed public comment.

Motion:

Vice Mayor Hay moved to approve the Variance. Commissioner Kelley seconded the motion. In a voice vote, the motion passed 4-1, with Commissioner Turkin dissenting.

E. Development Order for the Conditional Use for American Countertops & Design LLC (COUS - 2025.06.4161).

City Clerk De Jesús read Item 8E into the record.

Renato Cruz, on behalf of the applicant, spoke about the following: project overview; purpose of request; site location; operations summary; environmental & Safety measures; community & economic benefits; compliance summary; and conclusion.

Mayor Shelton opened public comment.

Mark Karageorge said that this is a no-brainer and he urges them to approve this.

Mayor Shelton closed public comment.

Motion:

Commissioner Cruz moved to approve the Development Order. Commissioner Turkin seconded the motion. The motion passed unanimously.

F. Proposed Ordinance No. 25-034- First Reading, an Ordinance of the City of Boynton Beach, Florida, amending Code of Ordinances Part III, Land Development Regulations, Chapter 2, Land Development Process, Article 6, Impact and Selected Fees, and providing an effective date.

City Clerk De Jesús read Item 8F into the record.

Amanda Radigan, Director of Development, spoke about the following regarding the mobility fee phased implementation as follows: overview; conclusion; and questions.

Motion:

Commissioner Turkin moved to approve Ordinance No. 25-034 on first reading. Commissioner Kelley seconded the motion. In a roll call vote, the motion passed unanimously.

9. City Manager's Report

A. Receive update on the status of future agenda items.

City Manager Dugger provided an update on future agenda items. He noted that several items were scheduled for the November 4 meeting and referenced the upcoming CRA workshop. He stated that clearer direction from the Board was needed. He mentioned that an item would be brought forth in November related to lighting improvements and that staff was continuing to review another item originating from a news article, which might no longer be necessary. He reported that the expansion of Sara Sims Park was underway and that staff was considering extending improvements near Galaxy Elementary. He added that the City was waiting on the In Lieu of Housing Fund and that Assistant City Manager Temple was gathering additional information.

Commissioner Kelley asked that Item H be added to the January workshop.

Vice Mayor Hay inquired whether the City was exploring projects west of I-95.

City Manager Dugger responded that discussions were underway but could not disclose details. He mentioned that the Senior Center was in need of renovations and suggested combining improvements as part of a broader initiative.

Commissioner Cruz noted that a discussion had taken place regarding construction hours.

City Attorney Lamb explained that there had been no consensus to adopt an ordinance, so the matter would need to return as a discussion item.

Commissioner Cruz reiterated that there had been consensus to bring the topic back for further consideration.

Commissioner Turkin agreed to the discussion, emphasizing that staff should have administrative authority to conduct due diligence and that the City should avoid creating unnecessary difficulties for construction companies.

Commissioner Cruz requested that another item be placed on the next meeting agenda.

Commissioner Turkin said he was not fully informed on the matter but agreed to include it if there was consensus.

City Manager Dugger mentioned that no requests had been received from municipalities regarding the D.O.G.E. initiative but noted excessive waste observed within the County.

Mayor Shelton expressed concern about lighting at Forest Park, noting it was particularly dark when daylight hours shorten.

City Manager Dugger stated that the City now had a lobbyist who was actively pursuing appropriations and grants for lighting improvements, noting that the firm's success had effectively paid for itself over time.

Commissioner Turkin commented that there were other potential grant opportunities through various jurisdictions and suggested the City take a larger role in seeking those resources. He asked if meeting dates had been finalized.

City Manager Dugger responded that staff could review the calendar.

Candace Walls, Chief of Staff, reported that four projects were currently under review. She stated that staff needed to confirm budgeted amounts and that the deadline was in November. The information was being provided for further work.

City Manager Dugger asked whether the City could coordinate with Representative Casello's office.

Ms. Walls provided context for delays.

City Manager Dugger noted ongoing time constraints.

Vice Mayor Hay asked about replacing lights on city streets.

City Manager Dugger explained that a representative regularly inspects lighting and that the City was working with FPL on the issue.

Vice Mayor Hay asked who to contact to report outages.

City Manager Dugger responded that Amy Kemp could assist and is very responsive.

10. Regular Agenda

A. Discussion regarding parking Ordinance.

Candice Stone, Community Standards Director, noted that the City Commission had discussed this item previously.

City Attorney Lamb advised that the provision in question should either remain as written or be clarified and not removed. She added that if the City Commission agreed with 1B, it could be left as is.

Mayor Shelton asked about driveway apron parking.

Assistant City Manager Temple suggested adding a 36-inch opening, noting that it is ADA compliant.

City Attorney Lamb responded that an apron could not meet ADA due to grade.

Director Stone added that if a vehicle fit horizontally, it would be acceptable.

Discussion ensued about parking over sidewalks, educating residents, providing clear direction to Code, focusing on egregious offenders, checking late at night and early in the morning for code enforcement, using quick analytic requests from Code, ensuring even enforcement across the City, keeping the City safe legally, and addressing social media posts.

Assistant City Manager Temple concluded that the item would return for first reading with no changes.

B. Added item: Discussion regarding Legislative Break for the holidays.

Vice Mayor Hay asked for clarity on the meeting schedule for the next few months.

Staff confirmed that City meetings were set for November 4 and 18 and December 2 and 16, and that a CRA meeting was set for November 10.

Commissioner Turkin requested that the December 16 City meeting be canceled.

There was consensus to cancel the December 16, 2025, City Commission meeting date and that the January 6 meeting would remain scheduled.

11. Future Agenda Items

A. Update on the City's Strategic Planning efforts. - November 4, 2025. Update requested by Commission Woodrow Hay.

B. Joint City and CRA Workshop- Saturday, November 8, 2025. The City and CRA will be hosting a workshop to discuss the CRA master plan, commercial/industrial land development, and land acquisition planning. ADD as announcement on November 4th

C. Quarterly joint City/CRA coordination meeting - **January 13, 2026**. Requested by City Commission and CRA Board.

D. Discussion regarding creating a beautification board.**-TBD** Requested by Commissioner Turkin.

E. Discussion regarding Citywide Master Plan to light up the City.- TBD Requested by Commissioner Turkin. **Nov 8th workshop**

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

G. Discussion in regards to an additional area that might be available as a future cemetery.- **TBD.** Requested by Vice Mayor Hay.

H. Discussion regarding combining City properties together to create senior affordable housing.- Pending Joint Meeting with the CRA. Requested by Vice Mayor Hay. **January 13 joint CRA meeting**

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

J. Discussion regarding the expansion of ShotSpotter south of Boynton Beach Boulevard.- TBD. Requested by Commissioner Thomas Turkin. **REMOVE**

K. Discussion regarding bulk trash pickup. - TBD Discussion requested by Commissioner Angela Cruz. **REMOVE**

L. Discussion regarding requirements to construct required sidewalks and exemptions as outlined in Land Development Regulations, Chapter 4, Article VIII, Section 3 Standards, D Sidewalks. – TBD. Requested by Commissioner Cruz. **November 18**

M. Follow-up report on the State of Florida DOGE request.- TBD. Staff will provide an update to the City Commission regarding the State of Florida DOGE request. **REMOVE**

N. Discussion regarding having a Legislative Action workshop by the Commission. -TBD. Requested by Commissioner Turkin. Nov 4th for discussion

12. Adjournment

Commissioner Cruz added a discussion of Hours of Construction Ordinance back to Future agenda, date to be determined.

Motion

Vice Mayor Hay moved to Adjourn. Commissioner Kelley seconded the motion. The motion passed unanimously.

With no further business to discuss, the meeting was adjourned at 7:45 P.M.

CITY OF BOYNTON BEACH

ATTEST:

_____

Maylee De Jesus, MPA, MMC
City Clerk

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, November 4, 2025, at 6:00 P.M.

Present:

Mayor Rebecca Shelton
Vice Mayor Woodrow L. Hay
Commissioner Angela Cruz
Commissioner Thomas Turkin
Commissioner Aimee Kelley

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

1. Agenda Items

A. Call to Order

Mayor Shelton called the meeting to order at 6:04 P.M.

Roll Call

City Clerk Maylee De Jesús called the roll.

Invocation by Vice Mayor Woodrow Hay.

Vice Mayor Hay provided the Invocation.

Pledge of Allegiance to the Flag led by Vice Mayor Woodrow Hay

The Pledge of Allegiance was led by Vice Mayor Hay.

Agenda Approval:

1. Additions, Deletions, Corrections

Commission Turkin requested add a future agenda item to discuss the code for little libraries/pantries. He mentioned that he would like more research done.

There was consensus.

2. Adoption

Motion:

Vice Mayor Hay moved to approve the agenda, as amended. Commissioner Kelley seconded the motion. The motion passed unanimously.

2. Other

A. Informational items by the Members of the City Commission.

Commissioner Cruz thanked the City Manager's staff, Candice Stone, Community Standards Director, and noted that their work went above and beyond the last few weeks addressing issues in her district.

Vice Mayor Hay also thanked staff for assisting him in District 2 and added that Pirate Fest was a great time.

Commissioner Kelley stated that she thanked all City staff and the new Special Events Director and noted that Pirate Fest was well attended and very successful.

Commissioner Turkin stated that he appreciated Pirate Fest and that he thanked the Police Chief and City Manager Dugger for extra patrols in the Chapel Hill neighborhood. He also thanked Assistant City Manager Temple and the City Manager's Office and everyone who attended a recent grand opening. He also recognized all veterans in the City for their service and sacrifice.

3. Announcements, Community and Special Events and Presentations

A. Proclamation- Family Caregivers Month

Vice Mayor Hay read the proclamation into the record.

Ricky Petty, on behalf of Healthier Boynton Beach, thanked the City Commission for the proclamation and explained that the recognition goes to caregivers and that caregiving involves comprehensive support for families. He noted that an application secured a one-million-dollar grant over five years and stated that City staff and community partners provided continued support.

B. Proclamation- The Links at Boynton Beach PGA Hope Program Day.

Commissioner Turkin read the proclamation into the record.

Commissioner Turkin stated that he participated in the program and remarked that he was a better fisher than a golfer. He spoke about the benefits of the program before reading the proclamation into the record.

Samuel Preston, Golf Course Division Director, stated that the veterans behind him made the program what it is. He added that the City had been incredibly generous and supportive and stated that the program saves lives and that he had a fantastic staff.

C. Tourism presentation by Discover The Palm Beaches.

Sergio Piedra, Senior Director of Intergovernmental Affairs for Discover The Palm Beaches, presented the following: Discover The Palm Beaches overview; “your story is our story”; and The Palm Beach Collection—cities.

Gustav Weibull, Senior Vice President of Research for Discover the Palm Beaches, presented the following: Palm Beach County trends; Boynton Beach tourism trends; visitation growth to Boynton Beach; Boynton Beach hotel performance; visitor segments by city; visitor segments; and Boynton Beach resident sentiments.

Mr. Piedra added that Discover The Palm Beaches was evolving its role from promotion to stewardship. He stated that the organization talks with everyone and highlighted The Palm Beaches brand. Finally, he announced the State of Tourism Industry event.

D. State of Education Report by District 7 School Board Member Edwin Ferguson.

Edwin Ferguson, District 7 School Board Member, reported that the following; schools; academic results; guidance that explained how to help your Pre-K child aligned to Florida Early Learning Standards for ages four through kindergarten; strategies that addressed how to help your child with reading comprehension; approaches that would help your child do better in reading and writing; ways that families can help; information that outlined Bright Futures scholarships; Mr. Ferguson’s goals for FY 2026; and questions.

E. City Event Announcements

Amanda Onda, Special Events Director, spoke about the upcoming Veterans Day celebration.

4. Public Audience

Susan Oyer thanked Assistant City Manager Adam Temple for serving as a judge in her neighborhood and stated that she supported Little Free Libraries, noting that Sister Cities would partner on the effort. She added that she had waited five months for the Forest environmental studies while construction was moving forward and indicated that she supported two-year terms, a two-year residency requirement, and an age-25 minimum to run.

Cindy Falco Di Corrado conveyed that she was disappointed to see police officers who, she alleged, had attacked her. She asserted that children who come here need to speak English and stated that she was concerned that she was losing her country. She commented that age 25 would be a better minimum to run and asked that the reason for the Fire Assessment appearing again this year be explained.

Barbara Ready thanked Kevin Ramsey for removing a bush that was blocking an exit and raised that she was concerned about the newly planted calusia. She requested that the

City return to prohibiting firearms in public parks, noting that signage had been altered, and indicated that she did not support four-year terms, suggesting that three years worked.

Jim Cizick promoted the Veterans Day event and noted that gifts would be provided for all Veterans who attend. He highlighted that the PGA HOPE program was active and remarked that meeting outcomes were supposed to be funneled to Commissioners but were not, stating that committee work continued without a budget.

Carol [no last name provided] stated that she appreciated the updates from Commissioner Cruz and voiced that she was concerned about senior fraud.

Michaela McGlaukin supported Little Free Libraries and pantries and shared that she worked with residents who wanted these community resources, emphasizing that they had only benefited neighborhoods.

Ace Tilton Radcliff stated that she oversaw a Little Free Pantry and Library and requested that these installations be protected and not removed by Code.

Derek Calhoun stated that he and his wife managed a Little Free Pantry and Library and referenced that a complaint required removal. He asked that Code Enforcement stop taking them down and that the Code be changed.

Kameron Maharaj announced that he would run for the District 2 Commission seat and stated that he was concerned that projects were not getting done. He referenced that the Clean and Safe initiative operated outside HOAs and expressed that he wanted to deliver more for the community.

David Radcliff asked that the Code be amended so Little Free Pantries and Libraries could continue and asserted that these sites were being targeted for political reasons.

Laura Radcliff stated that she chose Boynton Beach because it felt like a small town and emphasized that residents have a role in creating community. She added that Little Free Libraries and pantries did just that and stated that her family provided for neighbors through these installations.

Ernest Mignoli reported that he was attacked on MLK Boulevard and cited that he was written up for an illegal U-turn. He added that the Police Chief told him that all his calls were false.

Commissioner Turkin thanked City staff for last week’s Town Hall and its focus on senior fraud and expressed that he appreciated the Police Department’s attention to a vulnerable community.

5. Administrative

A. Discussion on date to have a Legislative Action workshop, prior to the January 13-14, 2026 PBC Days in Tallahassee.

Commissioner Turkin remarked that the discussion was in the eleventh hour and that he did not know what could be done. He added that there was significant interest in municipal public safety and that he wanted to take as much action as possible with other representatives. He mentioned that widening the scope with certain enterprise funds and pushing the ability to use those funds could help and suggested that the body identify the top three items to frame the discussion.

Mayor Shelton suggested that the topic be added to Saturday's discussion.

There was consensus that the discussion be added.

Commissioner Kelley observed that every time she attended PBC Days, the group was not prepared enough and commented that the more the City could prepare, the better the outcomes would be.

Vice Mayor Hay noted that he did not object to adding the item to the Saturday workshop and asked that staff determine what the rest of Palm Beach County was doing so the City could support the County and be available.

Candace Walls reported that she had compiled some items and indicated that she could organize them for the discussion.

B. Advisory Board Appointments

Commissioner Cruz stated that the applicant lived outside the City and that a waiver would be required.

City Attorney Lamb advised that a waiver was appropriate.

Motion:

Vice Mayor Hay moved to approve the Ariella Tenenboim as a Student Member of the Education and Youth Advisory Board. Commissioner Kelley seconded the motion.

Vice Mayor Hay moved to table the Ariella Tenenboim as a Student Member of the Education and Youth Advisory Board. Commissioner Hay seconded the motion. The motion passed unanimously.

Commissioner Kelley mentioned that some students lived outside the City and attended local schools.

City Attorney Lamb recommended that the waiver indicate that the applicant resided outside the City.

C. Community Support Funds.

Motion:

Commissioner Turkin moved to approve the Community Support Funds. Commissioner Kelley seconded the motion. The motion passed unanimously.

6. Consent Agenda

A. Proposed Resolution No. R25-282- Ratify the City's application for the Speed and Aggressive Driving Grant through the Florida Department of Transportation (FDOT), for the 2025/2026 funding cycle, and authorize the Mayor to accept the Grant and execute all future documents associated with the grant, subject to approval by the City Attorney.

B. Proposed Resolution No. R25-283- Approving the City's application for the Identity Theft and Fraud Grant through the Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants, for the 2025/2026 funding cycle; and, if awarded, authorize the Mayor to accept the Grant and execute all future documents associated with the grant, subject to approval by the City Attorney.

C. Proposed Resolution No. R25-284- Ratify the City's application for the Impaired Driving Grant through the Florida Department of Transportation (FDOT), for the 2025/2026 funding cycle, and authorize the Mayor to accept the Grant and execute all future documents associated with the grant, subject to approval by the City Attorney.

D. Proposed Resolution No. R25-285- Approving the Facility Use Agreement between the City of Boynton Beach and the ALS Association, Inc. for the 2025 Walk to Defeat ALS Boynton on November 15, 2025, at Centennial Park and Amphitheater.

E. Proposed Resolution No. R25-286- Amend various FY 2025-26 Capital Project accounts. Adjusting budgeted appropriations and revenue sources and providing spending authority for the Utility Capital Improvement Funds (403 & 404).

F. Proposed Resolution No. R25-291- Approve the updated legal description for a small, city-owned parcel of land located at the southeast corner of NE 1st Avenue and NE 4th Street, previously approved for disposition through Resolution R25-232 at the 9/2/2025 Commission Meeting.

G. Commission Meeting Minutes.

Motion:

Commissioner Kelley moved to approve the consent agenda. Vice Mayor Hay seconded the motion. The motion passed unanimously.

7. Consent Bids and Purchases

A. Proposed Resolution No. R25-287- Award Request for Proposal No. 25-051R for Harvey E. Oyer Jr. Park Bait and Tackle Shop (Operating Services) to Florida Tackle Company, Inc., and approve a Retail Lease Agreement between the City and Florida Tackle Company, Inc. for a five-year term, with two additional two-year renewal options.

B. Proposed Resolution No. R25-288- Approve Amendment No. 2 to Agreement between the City of Boynton Beach and Hera Property Registry, LLC for registration and monitoring services for the administrator of record for abandoned, foreclosed, vacant properties within the City.

C. Proposed Resolution No. R25-289- Approving a Piggyback Agreement between the City and the BG Group, LLC in the amount of $575,000 plus a 10% contingency of $57,500, totaling $632,500 for the demolition and removal of the Boynton Inn located at 480 Boynton Beach Boulevard.

D. Proposed Resolution No. R25-290- Award Request for Proposal No. 25-058R for HVAC Equipment, Maintenance Products, Services, and Repairs to Shamtec, Inc., and approve a Citywide Contract between the City and Shamtec, Inc., in an amount not-to-exceed $500,000 annually for an initial three (3)-year term, with one (1) optional two (2)-year renewal, subject to the availability of budgeted funds and satisfactory vendor performance.

Commissioner Turkin pulled Item 7C for discussion.

Motion:

Commissioner Turkin moved to approve the remainder of Consent Bids and Purchases. Commissioner Kelley seconded the motion. The motion passed unanimously.

> **7C**. Proposed Resolution No. R25-289- Approving a Piggyback Agreement between the City and the BG Group, LLC in the amount of $575,000 plus a 10% contingency of $57,500, totaling $632,500 for the demolition and removal of the Boynton Inn located at 480 Boynton Beach Boulevard.

Commissioner Turkin spoke about this being a significant moment for the City to revitalize the area and expressed that he looked forward to seeing what the City would accomplish moving forward.

Motion:

Commissioner Turkin moved to approve Resolution No. R25-289. Commissioner Kelley seconded the motion. In a roll call vote, the motion passed unanimously.

8. Public Hearing

A. Proposed Ordinance No. 25-018- Second Reading, An ordinance of the City of Boynton Beach, Florida amending Chapter 14 "Motor Vehicles and Traffic," Section 14-5 "Stopping, standing, parking, or storage prohibited in specified places," and creating new sections thereunder; providing for conflicts, severability, codification; and providing an effective date.

City Clerk De Jesús read the ordinance into the record.

Candice Stone, Community Standards Director, explained that there was an edit since first reading and outlined that the presentation would cover the purpose of the ordinance amendment, updated highlights, and an example of parking.

Kevin Fischer, Planning and Zoning Division Director, reviewed current off-street parking regulations and described potential alternatives and questions for consideration.

Vice Mayor Hay commented that he did not have a concern with public-property parking but that he did with private-property parking. He added that the public had not had an opportunity to provide input. He noted that District 2 included homes without garages and that the absence of on-street parking would create issues. He expressed that the process was moving too fast. He observed that some households had two cars and could not park on grass, which pushed cars onto the street and created problems. He asked that staff conduct further study on the private-property side before a final decision.

Amanda Radigan, Planning & Development Director, remarked that parts of the Heart of Boynton had parking constraints and suggested that some streets could be converted to one-way to create additional parking.

Commissioner Turkin suggested that a balanced solution should consider how older homes were built and added that he did not want households with multiple vehicles to continue to skirt rules. He asked that one-way conversions be evaluated and that the ordinance address how long vehicles may be parked.

Ms. Radigan responded that it would be straightforward to build those concepts into the ordinance and provided an example.

City Attorney Lamb described how designated areas could be defined and what ordinance changes could implement those approaches.

Vice Mayor Hay acknowledged that rationale and reiterated that older homes built close to the roadway would be penalized under certain standards.

Ms. Radigan clarified that legally nonconforming properties would be grandfathered.

Vice Mayor Hay asked that staff confirm whether parking in alleys or backyards would be subject to citation.

Discussion followed that included: ensuring vehicles were not visible from any public right-of-way; using complaint-driven citations; increasing accountability for landlords; noting that Boynton Beach was the only city in the county that did not strictly enforce parking; confirming that the Airbnb ordinance was being enforced; recognizing environmental impacts from multiple vehicles; considering an eight-hours-within-twenty-four-hours standard and a possible change to twelve hours; clarifying what nonconforming properties were permitted to do; evaluating a case-by-case approach; considering Option 2 to allow street parking and leaving on-street parking as is for now; creating flyers to educate residents; acknowledging that there were too many unanswered questions to move forward immediately; expressing concern with an immediate effective date; deciding whether to table or amend; exploring different options; holding a workshop to provide staff direction and seek alternatives; setting a parking maximum on the commercial side but not the private side; determining whether the City Commission could pass part of the ordinance or needed to act on the entire ordinance; and assessing whether to remove the enforcement component.

Mayor Shelton opened public comment.

Ramona Young expressed that the Commissioners had skimmed over sections of the ordinance and remarked that in New York, alternate side parking had been practiced for decades. She urged the City Commission to consider residents' sentiments before taking action.

Susan Oyer proposed that parking be limited to one car per bedroom and encouraged the City to adopt more eco-friendly solutions. She referenced the grid and grass system, stating that it was very effective.

Sandra Watson explained that most complaints came from District 2 and noted that the issue stemmed from building zero lot line homes without sufficient parking spaces. She added that cars could not pass on narrow streets with heavy parking and that houses with parking should not be penalized. She urged the City to stop cramming more buildings into limited areas.

Barbara Ready discussed alternate street parking based on the day of the month, as done where she grew up. She acknowledged the intent of swale installations but said they had created new problems. She also voiced concern about a sober home and asked how such facilities were being addressed.

Kimberly Chase raised an issue about an Airbnb property that had not been addressed and expressed frustration with the lack of enforcement on Code matters.

Derek Calhoun suggested that expanding public transit could reduce the need for excessive personal vehicles.

Commissioner Turkin commented that he wanted to address misinformation regarding restrictions on Airbnbs, noting that many were governed by State rules. He emphasized that the City Commission had listened to residents and created ordinances to regulate short-term rentals.

Mayor Shelton closed public comment.

Mayor Shelton added that community input could also be submitted by email.

City Attorney Lamb summarized the amendments that were discussed.

Motion:

Commissioner Turkin moved to approve Ordinance No. 25-018 on second reading with the amendments as follows: allow 12-hour parking within a 24-hour window; allow parking in areas designated by the City; and to provide an effective date of February 1, 2026, with meetings in each district prior to the effective date. Commissioner Hay seconded the motion. In a roll call vote, the motion passed unanimously.

B. Proposed Ordinance No. 25-034- Second Reading, An Ordinance Of The City Commission Of The City Of Boynton Beach, Florida, Amending Part III “Land Development Regulations,” Chapter 2 “Land Development Process,” Article 6 “Impact And Selected Fees;” To Establish A Phased Implementation Schedule For The City’s Mobility Fee; Providing For Codification; Providing For Severability; Providing For Conflicts; And Providing For An Effective Date.

City Clerk De Jesús read the ordinance into the record.

Staff confirmed that there were no changes to this item.

There were no questions or discussion from the City Commission.

Mayor Shelton opened public comment. No one came forth to speak. Mayor Shelton closed public comment.

Motion:

Commissioner Turkin moved to approve Ordinance No. 25-034 on second reading. Vice Mayor Hay seconded the motion. In a roll call vote, the motion passed 4-0. Commissioner Cruz was absent from the dais.

C. Proposed Ordinance No. 25-035- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, Amending Part III "Land

Development Regulations," Article II "Planning and Zoning Division Services," Section 4, "Relief Applications" by Amending Subsection F, "Requests for Accommodation," in order to Provide Procedures for Handling and Processing Requests for Accommodation from the City's Land Development Regulations; Providing for Conflicts; Providing for Severability; Providing for Codification; Providing an Effective Date; and For All Other Purposes.

City Clerk De Jesús read the ordinance into the record.

George Lago, City Legal Department, reviewed the changes and provided an overview of revisions.

Commissioner Turkin left the dais at 8:44 P.M.

There were no questions or comments from the City Commission.

Mayor Shelton opened public comment. No one came forth to speak. Mayor Shelton closed public comment.

Motion:

Commissioner Hay moved to approve Ordinance No. 25-035 on first reading. Commissioner Kelley seconded the motion. In a roll call vote, the motion passed 4-0. Commissioner Turkin was absent from the dais.

9. City Manager's Report- NONE

10. Regular Agenda

A. Proposed Ordinance No. 25-036- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, adding Chapter 2, Article IV, Section 2-60 to the City Code of Ordinance Entitled "Public-Private Partnerships;" Establishing Procedures for Public-Private Partnerships and Unsolicited Proposals; Providing for Codification; Providing for Severability; Providing for Conflicts; and Providing for an Effective Date.

City Clerk De Jesús read the ordinance into the record.

Ian Gregorchik, Assistant City Attorney, explained that the item concerned public-private partnerships (P3) and that he provided an overview of the framework.

Commissioner Turkin returned to the dais at 8:47 P.M.

City Attorney Lamb explained that certain requirements existed under state law that staff had not previously formalized and that this ordinance would make the process official. She noted that an application fee for a P3 would be established.

Commissioner Cruz asked what was currently required.

City Attorney Lamb replied that the process was unclear and that this ordinance would clarify it.

Commissioner Kelley noted that the proposal was in alignment with Florida Statute.

City Attorney Lamb confirmed that the ordinance would follow Florida Statute and that it would codify the City's rules for future applicants.

Discussion followed that covered the P3 process, that any agreement would still require City Commission approval, and that bid noticing requirements would apply.

Motion:

Commissioner Turkin moved to approve Ordinance No. 25-036 on first reading. Vice Mayor Hay seconded the motion. In a roll call vote, the motion passed unanimously.

B. Proposed Ordinance No. 25-037- First Reading, An Ordinance of the City of Boynton Beach, Florida, Submitting to Referendum an Amendment to the City Charter; Adding a Preamble to the City Charter to Establish the Foundational Purposes and Principles Of City Governance; Providing for a Notice of an Advertisement of the Referendum Election to be Published in Accordance with the State of Florida Election Code; Providing that this Ordinance, when Adopted, Shall Be Submitted to the Qualified Electors of the City of Boynton Beach, Florida, on the March 2026 General Municipal Election Ballot and Shall Become Effective as Provided by Law; Providing for Conflicts, Severability, and an Effective Date.

City Clerk De Jesús read the ordinance into the record.

Ian Gregorchik, Assistant City Attorney, explained Amendment 1 regarding the Charter Preamble.

Commissioner Cruz asked that the City clarify whether resident dollars were being used to campaign for or against any potential amendments.

City Manager Dugger responded that City communications would be neutral.

Commissioner Turkin remarked that if this were the only item, he would not move forward with it.

Motion:

Vice Mayor Hay moved to table, until the other ordinances have been heard. Commissioner Turkin seconded the motion. In a roll call vote, the motion passed unanimously.

C. Proposed Ordinance No. 25-038- First Reading, An Ordinance of the City of Boynton Beach, Florida, Submitting to Referendum Amendments to the City Charter; Amending Section 3 to Require Continuous Residence within the City for at Least One (1) Year Prior to Filing to Run for Office; Providing for a Notice of an Advertisement of the Referendum Election to be Published in Accordance with the State of Florida Election Code; Providing that this Ordinance, when Adopted, Shall be Submitted to the Qualified Electors of the City of Boynton Beach, Florida, on the March 2026 General Municipal Election Ballot and Shall Become Effective as Provided by Law; Providing for Conflicts, Severability, and an Effective Date.

City Clerk De Jesús read the ordinance into the record.

Ian Gregorchik, Assistant City Attorney, explained that the word “continuously” was being added.

Commissioner Turkin commented that he would prefer a two-year requirement and asked whether a challenge would litigate any residency requirement.

City Attorney Lamb noted that she had a memo outlining a possible challenge and added that she was waiting until the conclusion of the challenge.

Vice Mayor Hay said that he did not have a problem with one year.

Commissioner Kelley remarked that a one-year continuous requirement would be the key factor and added that she would prefer a longer period.

Discussion followed that considered changing the requirement to two years and clarified what documentation applicants would be required to show.

Motion:

Vice Mayor Hay moved to approve Ordinance No. 25-038 on first reading. Commissioner Cruz seconded the motion. In a roll call vote, the motion passed unanimously.

D. Proposed Ordinance No. 25-039- First Reading, An Ordinance of the City of Boynton Beach, Florida, Submitting to Referendum Amendments to the City Charter; Amending Section 5 to Increase the Term of Elective Offices from Three (3) Years to Four (4) Years; to Clarify What Constitutes a Term for Purposes of Term Limits; to Provide for a Mandatory Sit-Out Period; Providing for a Notice of an Advertisement of the Referendum Election to be Published in Accordance with the State of Florida Election Code; Providing that this Ordinance, when Adopted, Shall be Submitted to the Qualified Electors of the City of Boynton Beach, Florida, on the March 2026 General Municipal Election Ballot and Shall Become Effective as Provided By Law; Providing for Conflicts,

Severability, and an Effective Date.

City Clerk De Jesús read the ordinance into the record.

Ian Gregorchik, Assistant City Attorney, explained that the item concerned Amendment to Charter Section 5.

Commissioner Cruz noted the discussion related to the 2028 election.

Commissioner Turkin stated that he did not want to move forward and that the sit-out period should be one full term. He added that he was not opposed to reconsidering the concept in the future, that he did not want the changes to become hyper-partisan, and that he needed more time and research.

Commissioner Kelley explained that District 1, District 3, and the Mayor would be unable to run again under certain scenarios and that candidates might be ineligible to run during specific windows.

Commissioner Turkin added that the framework became convoluted when an official removed themselves from office.

Mayor Shelton stated that she was against moving to four-year terms.

Commissioner Cruz stated that she had no interest in extending terms.

Vice Mayor Hay commented that, after Commissioners served two terms, he would like that they be allowed to run for Mayor.

Commissioner Cruz emphasized that continuity of leadership was important.

City Attorney Lamb advised that the City Commission could remove the four-year term component and that related provisions could be clarified.

Commissioner Kelley mentioned that candidates might have to resign to run, depending on timing.

Discussion followed that addressed Districts 2 and 4 and that considered how to treat situations in which a member served out someone else’s term.

City Attorney Lamb explained that term limits should be clear and that serving more than two years of a partial term would count as a full term.

Staff was directed to identify what other cities do so that the City Commission would have a basis for comparison and collaboration.

City Attorney Lamb asked whether the City Commission wanted that revisions be completed before first and second reading or placed on a future referendum.

Motion:

Commissioner Turkin moved to table Ordinance No. 25-039 on first reading. Vice Mayor Hay seconded the motion. The motion passed unanimously.

E. Proposed Ordinance No. 25-040- First Reading, An Ordinance of the City of Boynton Beach, Florida, Submitting to Referendum Amendments to the City Charter; Amending Section 20 to Clarify the Form of Government, Require a Super Majority Vote for the Appointment and Removal of the City Manager and City Attorney, and Clarifying the Duties and Responsibilities of the City Manager and Commissioners; Providing for a Notice of an Advertisement of the Referendum Election to be Published in Accordance with the State of Florida Election Code; Providing that this Ordinance, when Adopted, Shall be Submitted to the Qualified Electors of the City of Boynton Beach, Florida, on the March 2026 General Municipal Election Ballot and Shall Become Effective as Provided by Law; Providing for Conflicts, Severability, and an Effective Date.

City Clerk De Jesús read the ordinance into the record.

City Manager Dugger stated that staff recommended the item be tabled as well.

Commissioner Turkin remarked that he did not believe this should be placed on the ballot.

City Attorney Lamb reviewed additional Charter provisions that had been discussed.

Commissioner Turkin responded that those items were already included in the existing Charter.

Motion:

Commissioner Turkin moved to table Ordinance No. 25-040 on first reading. Vice Mayor Hay seconded the motion. The motion passed unanimously.

F. Proposed Ordinance No. 25-041- First Reading, An Ordinance of the City of Boynton Beach, Florida, Submitting to Referendum Amendments to the City Charter; Amending Sections 8, 20, 23, 24, 40, 50, 52, 54, and 55 to Modernize Language by Replacing Masculine-Only Pronouns and to Update Notice and Publication Requirements to Comply with Current Florida Statutes and Digital-Age Communication Practices; Providing for a Notice of an Advertisement of the Referendum Election to be Published in Accordance with the State of Florida Election Code; Providing that this Ordinance, When Adopted, Shall be Submitted to the Qualified Electors of the City of Boynton Beach, Florida, on the March 2026 General Municipal Election Ballot and Shall Become Effective as Provided by Law; Providing for Conflicts, Severability, and an Effective

Date.

City Clerk De Jesús read the ordinance into the record.

Commissioner Turkin stated that this was an easy one.

City Attorney Lamb explained that it changed certain digital communication rules.

Motion:

Commissioner Turkin moved to approve Ordinance No. 25-041 on first reading. Vice Mayor Hay seconded the motion. In a roll call vote, the motion passed unanimously.

Motion:

Commissioner Kelley moved to remove 10B from the table on first reading. Commissioner Cruz seconded the motion. The motion passed unanimously.

Motion:

Commissioner Kelley moved to approve Ordinance No. 25-037 on first reading. Commissioner Cruz seconded the motion. In a roll call vote, the motion passed unanimously.

11. Future Agenda Items

A. Discussion regarding a proposed Ordinance of the City of Boynton Beach, Florida repealing and replacing Chapter 15 "Offenses- Miscellaneous*," Article I "In General" Noise Control-Short title," and creating new sections thereunder; providing for conflicts, severability, codification; and providing an effective date. Tabled at the August 19, 2025, meeting.- TBD.

B. Discussion regarding Citywide Master Plan to light up the City.- - November 8th, 2025 (CRA/City Workshop). Requested by Commissioner Turkin.

C. Update on the City's Strategic Planning efforts. - November 18, 2025. Update requested by Commission Woodrow Hay.

D. Discussion regarding requirements to construct required sidewalks and exemptions as outlined in Land Development Regulations, Chapter 4, Article VIII, Section 3 Standards, D Sidewalks. - November 18, 2025. Requested by Commissioner Cruz.

E. Quarterly joint City/CRA coordination meeting - January 13, 2026. Requested by City Commission and CRA Board.

F. Discussion regarding combining City properties together to create senior

affordable housing.- January 13, 2026 (CRA/City Joint meeting). Requested by Vice Mayor Hay.

G. Discussion regarding creating a beautification board. -TBD. Requested by Commissioner Turkin.

H. Discussion on utility lift station upgrades and odor control – TBD. Requested by Vice Mayor Hay.

I. Discussion in regards to an additional area that might be available as a future cemetery.- TBD. Requested by Vice Mayor Hay.

J. Discussion regarding Amendments to the Code of Ordinances regarding flooding in the community.- TBD. Requested by Commissioner Cruz.

12. Adjournment

Motion:

Commissioner Hay moved to adjourn. Commissioner Kelley seconded the motion. The motion passed unanimously.

With no further business to discuss, the meeting was adjourned at 9:36 P.M.

CITY OF BOYNTON BEACH

ATTEST:

_____

Maylee De Jesus, MPA, MMC
City Clerk

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/18/2025

Proposed Resolution No. R25-298- Approve a Sole Source Agreement with Pat's Pump & Blower, LLC for the purchase of parts, equipment, and maintenance and repair services for Aqua Tech vac trucks, in an annual amount not to exceed $108,900.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-298.

Explanation of Request: The City's Fleet Maintenance Division requires access to specialized parts, equipment, and repair services for the City's Aqua Tech sewer cleaning vacuum trucks. These vehicles are essential for maintaining the City's wastewater infrastructure and require proprietary components and servicing from the original equipment manufacturer (OEM).

Pat's Pump & Blower, Inc. is the sole authorized distributor and service provider for Aqua Tech equipment in the State of Florida. The company provides genuine OEM parts, warranty support, and technical service for all Aqua Tech truck models.

Per the City's Procurement Policy, a sole-source purchase is permissible when it is determined that there is only one supplier capable of providing the required commodities, services, or construction items. Circumstances may include, without limitation, repairs or additions performed by the original equipment manufacturer, the only authorized supplier within the region, a franchised or licensed distributor, or products that are patented or proprietary in nature.

Based on these criteria, Pat's Pump & Blower, LLC has been identified as the sole source provider for specialized equipment repair and maintenance services required to support the City's Public Works operations. Accordingly, a Sole Source Agreement (No. 25-086SS) has been prepared between the City and Pat's Pump & Blower, LLC, establishing an annual not-to-exceed amount and defining service scope, labor rates, and pricing terms.

The term of the Agreement will be effective August 12, 2025, through September 30, 2026, with the option to extend upon mutual written consent of both parties.

How will this affect city programs or services? Approval of this agreement will ensure the continued operation and reliability of the City's vacuum truck fleet, preventing service interruptions in sewer maintenance and emergency response. It also provides standardized pricing, manufacturer backed warranty support, and reduces vehicle downtime.

Budgeted Item: Yes

Account Line Item and Description: 501-5000-590.09-82 FM- PARTS

Fiscal Impact: Budgeted Item

Attachments:
R25-298 Agenda Item 3924-2025 - Resolution - Pats Pumps LLC- Sole Source.docx
Agreement signed by vendor.pdf
Boynton_SS_Rev2 - Fee proposal 8.12.25 - 9.30.26
Sole Source Distribution Letter.pdf

RESOLUTION NO. R25-298

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN AGREEMENT WITH PAT'S PUMP & BLOWER, LLC, A SOLE SOURCE VENDOR, FOR THE PURCHASE OF PARTS, EQUIPMENT, AND MAINTENANCE AND REPAIR SERVICES FOR AQUA TECH VAC TRUCKS, IN AN AMOUNT NOT TO EXCEED $108,900.00 ANNUALLY; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of Boynton Beach Fleet Maintenance Division operates and maintains Aqua Tech sewer cleaning vacuum trucks that are essential for the proper maintenance and operation of the City's wastewater infrastructure and sanitary sewer system; and

WHEREAS, the Aqua Tech sewer cleaning vacuum trucks require specialized parts, equipment, and repair services utilizing proprietary components and technical expertise specific to the original equipment manufacture; and

WHEREAS, Pat's Pump & Blower, LLC is the sole authorized distributor and service provider for Aqua Tech equipment in the State of Florida and is the only source capable of providing genuine original equipment manufacturer parts, warranty support, and technical service for all Aqua Tech truck models operated by the City; and

WHEREAS, this purchase is being made pursuant to the Sole Source Procurement Exemption outlined in Section X, Alternatives to Formal Sealed Bids, of the procurement policy, which permits sole source services and purchases when it is determined that only one viable source is available; and

WHEREAS, Pat's Pump & Blower, LLC has submitted the required documentation to the City, and the Procurement Division has affirmed that the documentation for this purchase meets the criteria for the Sole Source Procurement Exemption; 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 Sole Source Agreement with Pat's Pump & Blower, LLC for the purchase of parts, equipment, and maintenance and repair services for Aqua Tech Vac Trucks in an amount not to exceed $108,900.00 annually.

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 an Sole Source Agreement with Pat's Pump & Blower, LLC for the purchase of parts, equipment, and maintenance and repair services for Aqua Tech Vac Trucks in an amount not to exceed $108,900.00 annually (the "Agreement"), 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 any ancillary documents as may be necessary to accomplish the purpose of the Agreement, including any term extensions as provided in the Agreement, provided such documents do not modify the financial or material terms.

SECTION 4. The City Clerk shall retain the fully executed Agreement as a public record of the City. A copy of the fully executed Agreement shall be provided to Taralyn Pratt to forward to Pat's Pump & Blower, LLC.

SECTION 5. This Resolution shall take effect in accordance with law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-298

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND PAT'S PUMP + BLOWER, LLC FOR PARTS AND SERVICES FOR AQUATECH TRUCKS

This Agreement is made as of this 19th day of August, 2025, by and between Pat's Pump + Blower, LLC, a Florida Limited Liability Company with a principal address of 2141 W. Church Street, Orlando, Florida 32805, 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." In consideration of the mutual benefits, terms, and conditions hereinafter specified, the Parties agree as set forth below.

WHEREAS, the City's Fleet department requires original equipment parts, services, warranty and new equipment for the City's sewer cleaning trucks; and

WHEREAS, the Vendor is the sole source authorized supplier of parts and services provider for Aquatech trucks services in the State of Florida; and

WHEREAS, per the procurement policy, Section X. Alternatives to Formal Seal Bids Allows for Sole Source Services and Purchases; and

WHEREAS, the definition of a Sole Source Purchase allows an award for commodities, services, or a construction item without competition when it is determined that there is only one source available. This may include, without limitation, repairs or additions from the original equipment manufacturer, only supplier in the area, franchised or licensed distributor or service, or patented or proprietary item; and

WHEREAS, the Vendor has provided the applicable letter to the City that meets the Sole Source Procurement Exemption; and

WHEREAS, the City desires to engage Vendor to provide services, training, parts, and warranty services (the "Goods and Services"); and

WHEREAS, Vendor has agreed to provide the Goods and Services in accordance with the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of such covenants and conditions, the City and Vendor do hereby agree as follows:

1. **GOODS AND SERVICES:** Vendor shall provide all services, training, parts, equipment, and labor necessary to provide OEM parts and services on an as-needed basis as further described in detail in **Exhibit A** and incorporated herein by reference. Vendor shall provide all Goods and Services and perform any Services diligently, carefully, and thoroughly consistent with good business practice. Time shall be of the essence concerning all matters outlined in this Agreement. Vendor shall warrant that the Goods and Services are free from improper workmanship and defective materials for the period specified in each quote.

2. **TIME FOR PERFORMANCE:** Work under the Agreement shall commence upon the City's issuance of a purchase order to the Vendor. Specific delivery timelines for Goods and Services shall be specified in the purchase order. Vendor shall provide all Goods and perform all Services required pursuant to this Agreement. Time is of the essence for Vendor's performance of the duties, obligations, and responsibilities required by this Agreement.

3. **FEE:** As compensation for Goods provided and Services rendered by Vendor to the City shall pay the Vendor an annual amount not to exceed One Hundred Eight Thousand Nine Hundred Dollars ($108,900.00) ("Fee"). Fees shall be charged in accordance with the Fee Schedule attached hereto as **Exhibit A,** and as specified in each quote. The Fee shall be the sole compensation paid to Vendor in connection with the provision of Goods and rendition of the Services and the performance of any and all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Vendor.

4. **TERM:** This Agreement shall be for an initial term commencing on August 12, 2025, and shall remain in effect through September 30, 2026 ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The Mayor is authorized to execute the term extension amendment(s). If Vendor requests a rate change at the time of any extension, such change shall not become effective until a written amendment is approved by the City Commission and duly executed by the Parties.

5. **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

Vendor: Pat's Pump + Blower, LLC
2141 West Church Street
Orlando, FL 32805
Contact: Brandon Yates, General Manager
Telephone: (407) 841-7867/ Facsimile (404) 648-2096
Email: BrandonY@PatsPump.com

6. **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 for Goods shall show the type and quantity of the Goods and dates(s) of delivery. Invoices for Services shall show the nature of the service, applicable rate, and date(s) of service. Invoices may be submitted after such Goods and Services are delivered; however, all Goods and Services delivered before September 30th of any given year must be invoiced by September 30th of that year. Vendor shall provide a W-9 with the first invoice.

Payment shall be made only for Goods and Services actually ordered and received pursuant to this Agreement. The fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will 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. 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 Goods and Services.

7. **TAX EXEMPT:** Prices applicable to the City do not include applicable state and local sales, use, and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request, the City will provide the Vendor with proof of tax-exempt status.

8. **SOVEREIGN IMMUNITY:** Nothing contained in this Agreement nor contained herein shall be considered nor construed to waive the City's rights and immunities under the common law or section 768.28, Florida Statutes, as may be amended.

9. **ATTORNEY'S FEES:** In the event that either Party brings suit to enforce the Agreement, each Party shall bear its own attorney's fees and court costs.

10. **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 when utilizing non-City-owned equipment;

    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, 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 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

11. **SCRUTINIZED COMPANIES - 287.135 AND 215.473:** By execution of this 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.

12. **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 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 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.

13. **DISPUTES:** Any disputes that arise between the parties regarding the performance of this Agreement and cannot be resolved through negotiations shall be submitted to a court of competent jurisdiction exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

14. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by either Party for convenience upon fourteen (14) calendar days of written notice, in which event the Vendor shall be compensated for Goods provided and Services performed through the termination date.

15. **TERMINATION FOR CAUSE:** In addition to all other remedies available to the aggrieved Party, this Agreement shall be subject to cancellation by either Party for cause, should the other Party 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 the defaulting Party of written notice of such neglect or failure.

16. **INDEMNIFICATION:** Vendor shall indemnify and hold harmless the City and its elected and appointed officers, agents, assigns and employees, consultants, separate Vendors, any of their subcontractors, or sub-subcontractors (collectively, "Indemnified Party"), from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs, and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the Indemnified Party arising out of or resulting from (A) Vendor's performance or breach of Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Vendor's, its agents, employees, subcontractors, participants, and volunteers, and (C) Vendor's failure to take out and maintain insurance as required under this Agreement. Vendor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature against an Indemnified Party, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of the Agreement. If considered necessary by the City and the City Attorney, any sums due Vendor under this Agreement may be retained by the City until all claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the City.

17. **INSURANCE:** At the time of execution of this Agreement, the Vendor shall provide the City with a copy of its Certificate of Insurance reflecting lines of insurance customary and appropriate to the Vendor's business. Please see the City's minimum insurance requirements listed in **Exhibit B**.

    The Certificate of Insurance shall name the City of Boynton Beach and its officers, employees, and agents as additional insured.

18. **LIMITATION OF LIABILITY:** Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Vendor beyond the amount remaining due to Vendor under the 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 lost profits or consequential damages.

19. **INDEPENDENT CONTRACTOR:** The Agreement does not create an employee/employer relationship between the Parties. The Parties intend that Vendor is an independent contractor pursuant to the Agreement and shall not be considered the City's employee

for any purpose. Vendor shall not have the right to bind City to any obligation not expressly undertaken by City under this Agreement

20. **COMPLIANCE WITH LAWS:** Vendor hereby warrants and agrees that at all times material to the Agreement, Vendor shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

21. **ASSIGNMENT:** If this 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 Agreement, any change of ownership of the company shall constitute an assignment that requires the City's approval. Notwithstanding the foregoing, Vendor may, without City's consent, assign this 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 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 Agreement within thirty (30) calendar days of such event.

22. **NO LIEN**. The Vendor shall not at any time permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise, by any person or persons whomsoever to be filed or recorded against the City, against any City property or money due or to become due for any work done or materials furnished under this Agreement by Vendor.

23. **AGREEMENT SUBJECT TO FUNDING:** The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

24. **NON-EXCLUSIVE**: This Agreement is non-exclusive. City may retain additional entities to perform the same or similar work.

25. **REPRESENTATION OF AUTHORITY:** Vendor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Vendor and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Vendor has with any third party or violates applicable law. Vendor further represents and warrants that execution of this Agreement is within Vendor's legal powers, and each individual executing this Agreement on behalf of Vendor is duly authorized by all necessary and appropriate action to do so on behalf of Vendor and does so with full legal authority.

26. **RIGHTS IN DOCUMENTS AND WORK:** Any and all videos, photographs, documents, materials, data, or other work created by Vendor in connection with performing services,

whether finished or unfinished ("Documents and Work"), shall be owned by City, and Vendor hereby transfers to City all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of City and shall be delivered by Vendor to City within seven (7) days after expiration or termination. Any compensation due to Vendor may be withheld until all Documents and Work are received as provided in this Agreement. Vendor shall ensure that the requirements of this section are included in all agreements with all subcontractor(s).

27. **THIRD-PARTY BENEFICIARIES:** Neither Vendor nor City intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

28. **MATERIALITY AND WAIVER OF BREACH**: Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing and signed by an authorized signatory of the Party granting the waiver.

29. **COUNTERPARTS AND MULTIPLE ORIGINALS:** This Agreement may be executed in multiple originals and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

30. **NON-DISCRIMINATION:** Vendor and any subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

31. **ENTIRE AGREEMENT.** The Agreement between the City and the Vendor with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

32. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this 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.

33. **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.

34. **COUNTRIES OF CONCERN**. The vendor represents that it is and will remain in compliance with Section 286.101, Florida Statutes, for the duration of the term.

35. **PUBLIC ENTITY CRIME ACT**. Vendor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Vendor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Vendor has been placed on the convicted vendor list.

36. **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. On or before the effective date, Vendor and any subcontractor that will have access to personal identifying information 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 for purposes of Section 7. 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.

(Signatures on following page)

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

_____
Rebecca Shelton, Mayor

Approved as to Form:

_____
Shawna G. Lamb, City Attorney

Attested/Authenticated:

_____
Maylee DeJesus, City Clerk

PAT'S PUMP + BLOWER, LLC

_____
Pat's Pump + Blower, LLC

Brandon Yates
Print Name of Authorized Official

General Manager
Title

(Corporate Seal)

Attest/Authenticated:

Javier Fernandez
(Signature), Witness

Javier Fernandez
Print Name

EXHIBIT A
FEE PROPOSAL

2141 W. Church St, Orlando, FL 32805 | Office (407) 841-7867 | Fax 407 648-2096

Date: Aug, 12 2025

To: Mr. Rasheed Hosein
Supervisor, Fleet Operations
Public Works, Fleet Maintenance

Re: Sole source parts and service provider for Aquatech trucks

This is a contractual agreement where Pat's Pump & Blower LLC will provide parts and services for 1 Year amount of time under these terms:

In-house labor	$165.00
Field Labor	$190.00
Emergency Labor	X1.5 In-house or Field rate
Parts	List less 5%
Workmanship warranty	30 days

Pat's Pump & Blower, LLC commits to maintain the City of Boynton Beach in the most favored rate category.

Addendum #1: 8/12/25 – The terms offered in this contract are extended until the end of the new fiscal year for the federal government 2026. As agreed to by both parties.

Start Date: 08/12/25
End Date: 09/30/2026

Respectfully

_____

Brandon Yates
General Manager
Pat's Pump & Blower
Phone: 407-841-7867
Fax: 407-648-2096
Email: BrandonY@PatsPump.com

EXHIBIT B

INSURANCE REQUIREMENTS

The City of Boynton Beach

DIVISION OF RISK MANAGEMENT
100 E. Ocean Avenue
Boynton Beach, Florida 33435
(P): 561-742-6271 | (F): 561-742-6274
www.boynton-beach.org

VENDOR INSURANCE REQUIREMENTS – PROCUREMENT

1. INSURANCE REQUIREMENTS:
The successful bidder/contractor/firm or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed the applicable insurance as set forth below. (Proof that insurance meets the City's requirements must be provided prior to providing services to the City of Boynton Beach.)

Commercial General Liability
Coverage must be afforded under a Commercial General Liability policy with limits not less than:
- **$1,000,000 each occurrence**
- **$3,000,000 annual aggregate for Bodily Injury, Personal Injury, and Advertising Injury**
- **$1,000,000 per occurrence for Property Damage**
- **$1,000,000 each occurrence and $2,000,000 project aggregate for Products and Completed Operations**

Policy must include coverage for Contractual Liability, Independent Contractors. Business

Automobile Liability
Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident. If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Professional Liability/Malpractice
Coverage must be afforded under a Professional/Allied Health/Malpractice Liability policy with limits not less than:
- **$2,000,000 each occurrence**
- **$3,000,000 annual aggregate**

Workers' Compensation and Employer's Liability
Coverage must be afforded per Chapter 440, Florida Statutes. Any contractor performing work on behalf of the City must provide Workers' Compensation insurance of at least the statutory requirements in addition to Employer's Liability in the amount not less than $1,000,000 per accident. Exceptions and exemptions will be allowed by the City's Risk Management Department, if they are in accordance with Florida Statute.

The Contractor and its insurance carrier waive all subrogation rights against the City, a political subdivision of the State of Florida, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act or Jones Act, if applicable.

For any Contractor who has exempt status as an individual, the City requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work in execution of this Contract.

If the Contractor has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the Contractor. The Contractor is required to provide proof of coverage for their employees, leased employees, volunteers and any workers performing work in execution of this Contract. This applies to all contractors including but not limited to the construction industry.

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than $1,000,000 per claim arising out of this Contract, including but not limited to, all hazardous materials identified under the Contract.

Contractor must keep insurance in force until the third anniversary of expiration of this Contract or the third anniversary of acceptance of work by the CITY.

Property Coverage (Builder's Risk)

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than $25,000 each claim. Coverage form shall include, but not be limited to:

- **All Risk Coverage including Flood and Windstorm with no coinsurance clause**
- **Guaranteed policy extension provision**
- **Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity**
- **Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project**
- **Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment**

For installation of property and/or equipment, Contractor must provide Builder's Risk Installation insurance to include coverage for materials or equipment stored at the project site, while in transit, or while stored at a temporary location. Coverage limit must be no less than replacement cost.

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage, and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

Insurance Certificate Requirements

a. **The Contractor shall provide the City with valid Certificates of Insurance (binders re unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Contract.**
b. **The Contractor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.**
c. **In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.**
d. **In the event the Contract term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Contract until this requirement is met.**
e. **The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.**
f. **The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.**

g. **The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.**
h. **The Contract, Bid/Contract number, event dates, or other identifying reference must be listed on the certificate.**

<u>The Certificate Holder should read as follows:</u>
City of Boynton Beach Attn: Risk Management 100 E. Ocean Ave Boynton Beach, FL 33435

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Contract, the Contractor may provide an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Florida, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Contract shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, and/or this Contract is terminated. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Contract. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

All notices of any claim/accident (occurrences) associated with this Contract, shall be provided to the Contractor's insurance company and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that all independent and subcontractors comply with these insurance requirements. All coverages for independent and subcontractors shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

NOTE: These are minimal insurance requirements. Additional insurance, (e.g., Sexual Assault and Molestation, etc.) may be required based upon the type of event, event location, and/or number of participants.

Revised 04/25/2025

2141 W. Church St, Orlando, FL 32805 | Office (407) 841-7867 | Fax 407 648-2096

Date: Aug, 12 2025

To: Mr. Rasheed Hosein
Supervisor, Fleet Operations
Public Works, Fleet Maintenance

Re: Sole source parts and service provider for Aquatech trucks

This is a contractual agreement where Pat's Pump & Blower LLC will provide parts and services for 1 Year amount of time under these terms:

In-house labor	$165.00
Field Labor	$190.00
Emergency Labor	X1.5 In-house or Field rate
Parts	List less 5%
Workmanship warranty	30 days

Pat's Pump & Blower, LLC commits to maintain the City of Boynton Beach in the most favored rate category.

Addendum #1: 8/12/25 – The terms offered in this contract are extended until the end of the new fiscal year for the federal government 2026. As agreed to by both parties.

Start Date: 08/12/25
End Date: 09/30/2026

Respectfully

_____

Brandon Yates
General Manager
Pat's Pump & Blower
Phone: 407-841-7867
Fax: 407-648-2096
Email: BrandonY@PatsPump.com

August 22nd, 2025

To Whom It May Concern:

This letter serves as formal confirmation that **Pat's Pump and Blower, LLC** is the **sole authorized distributor of Hi-Vac Industries equipment, parts, and services in the State of Florida**.

As Hi-Vac's exclusive partner in this territory, Pat's Pump and Blower is fully authorized to represent, market, sell, and service Hi-Vac equipment, as well as provide genuine Hi-Vac replacement parts and authorized service support to customers throughout Florida.

Any inquiries regarding the purchase of Hi-Vac equipment or services within the State of Florida should be directed to Pat's Pump and Blower.

We value our partnership with Pat's Pump and Blower and their commitment to representing the Hi-Vac brand with the highest standards of professionalism and customer service.

Should you have any questions or require additional confirmation, please feel free to contact our office directly.

Sincerely,

Aaron Gula
Hi-Vac Corporation
117 Industry Road • Marietta, Ohio 45750 USA
Main 740.374.2306 x4003 / 800.752.2400
Cell 740.629.3383

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/18/2025

Proposed Resolution No. R25-299- Award Invitation to Bid No. 25-078B for the Demolition and Reconstruction of Two Boat Ramp Structures at Pioneer Canal Park to Mangonia Construction, LLC, and approve an Agreement between the City and Mangonia Construction Group, LLC in the amount of $798,225, plus a 10% contingency $79,822.50 for unforeseen field conditions, for a total not-to-exceed amount of $878,047.50.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-299.

Explanation of Request: The existing boat ramps at Pioneer Canal Park are in poor condition, creating a public safety hazard for both recreational and commercial boaters. The proposed project will demolish the deteriorated ramps and replace them with modern precast concrete boat ramps supported by prestressed concrete piling and fixed piers, providing long-term structural stability, enhanced accessibility, and improved user safety.

To help offset project costs, the City obtained a $816,238.80 grant (80%) from the Florida Fish and Wildlife Conservation Commission (FWC) under Grant Agreement No. 24075. Cost share of the grant as stipulated in the agreement is $204,059 (20%).

Subsequently, the Public Works Department, in coordination with the Procurement Division, released Invitation to Bid (ITB) No. 25-078B- Pioneer Canal Park Boat Ramp and Driveway Reconfiguration Project (Contractor) on August 22, 2025. The solicitation closed on September 26, 2025, with the City receiving four (4) bid submittals. Following a comprehensive review, it was determined that Mangonia Construction Group, LLC submitted the lowest responsive and responsible bid.

Staff recommends that the City Commission approve and authorize the Mayor to execute an agreement with Mangonia Construction Group, LLC for the Pioneer Canal Park Boat Ramp and Driveway Reconfiguration Project, which includes the demolition of the existing boat ramps and the construction of two new precast concrete ramp structures and fixed piers at Pioneer Canal Park, located at NW 13th Avenue, Boynton Beach, Florida.

The total project cost is $798,225, plus a 10% contingency ($79,822.50) for unforeseen field conditions, for a total not-to-exceed amount of $878,047.50.

How will this affect city programs or services? The project will improve safety, reduce maintenance costs, and enhance user experience for park visitors and the boating community.

It aligns with the City's Parks & Recreation Master Plan and Public Works Capital Improvement objectives.

Budgeted Item: Yes

Account Line Item and Description: 302-4217-572.63-05 Improvements Other Than Buildings / Street Improvements & Grant accounts. Project RP2507

Fiscal Impact: This is a budgeted item.

Attachments:
R25-299 Agenda_Item_3896-2025_Resolution_for_ITB_25-078B_Award_and_Agmt.docx
25-078B - Pioneer Canal Park Boat Ramp and Driveway Reconfiguration Project.pdf
25-078B Mangonia Construction - Complete.pdf
BidClosingSubmissionSummaryPDF.pdf
25-078B - Vendor Executed Contract.pdf

RESOLUTION NO. R25-299

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AWARDING INVITATION TO BID NO. 25-078B FOR THE PIONEER CANAL PARK BOAT RAMP AND DRIVEWAY RECONFIGURATION PROJECT TO MANGONIA CONSTRUCTION, LLC, AND APPROVING AN AGREEMENT BETWEEN THE CITY AND MANGONIA CONSTRUCTION GROUP, LLC IN THE AMOUNT OF $798,225.00, PLUS A 10% CONTINGENCY $79,822.50 FOR UNFORESEEN FIELD CONDITIONS, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $878,047.50; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of Boynton Beach Public Works Department requires structural repairs for the Pioneer Canal Park Boat Ramp and Driveway Reconfiguration Project; and

WHEREAS, the City was awarded a partial grant funding from the Florida Fish and Wildlife Conservation Commission in an amount not to exceed Eight Hundred Sixteen Thousand, Two Hundred Thirty-Eight Dollars and Eighty Cents ($816,238.80); and

WHEREAS, on August 22, 2025, the Purchasing Division issued Invitation to Bid ("ITB") No. 25-078B for the Pioneer Canal Park Boat Ramp and Driveway Reconfiguration Project (the "Project"); and

WHEREAS, Mangonia Construction Group, LLC ("Contractor") responded to the ITB by submitting its Bid dated September 26, 2025 (the "Bid"); and

WHEREAS, the City has selected the Contractor to perform construction services related to the Project; 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 ITB No. 25-078B for the Pioneer Canal Park Boat Ramp and Driveway Reconfiguration Project to Mangonia Construction, LLC, and approve an Agreement between the City and Mangonia Construction Group, LLC in the amount of $798,225.00, plus a 10% contingency $79,822.50 for unforeseen field conditions, for a total not-to-exceed amount of $878,047.50.

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 award ITB No. 25-078B for the Pioneer Canal Park Boat Ramp and Driveway Reconfiguration Project to Mangonia Construction, LLC.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby approve an Agreement between the City and Mangonia Construction, LLC for ITB No. 25-078B for the Pioneer Canal Park Boat Ramp and Driveway Reconfiguration Project in the amount of $798,225.00, plus a 10% contingency $79,822.50 for unforeseen field conditions, for a total not-to-exceed amount of $878,047.50 (the "Agreement"), in form and substance similar to that attached as **Exhibit A**.

SECTION 4. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement, including any term extensions as provided in the Agreement, provided such documents do not modify the financial terms or material terms.

SECTION 5. The City Clerk shall retain the fully executed Agreement as a public record of the City. A copy of the fully executed Agreement shall be provided to Rhonda Kaplan to forward to the Contractor.

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

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-299

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

INVITATION TO BID (ITB)

PIONEER CANAL PARK BOAT RAMP and DRIVEWAY RECONFIGURATION PROJECT (CONTRACTOR)

ITB No. 25-078B

PUBLISH DATE:

August 22, 2025

ALL QUESTIONS DUE:

September 16, 2025 by 3:00 PM

NON-MANDATORY PRE-BID MEETING:
September 4, 2025 at 10:30 AM

Join the meeting now
Meeting ID: 233 278 046 702 2
Passcode: 6ag2o8t8
1 872-215-6235,, 921785067# United States

CITY OF BOYNTON BEACH
ROOM 112
100 E. OCEAN AVENUE
BOYNTON BEACH, FL 33435

BID DUE AND OPENING DATE:
September 26, 2025 at 3:00 PM

Join the meeting now
Meeting ID: 292 782 280 172 7
Passcode: ZZ97Q2pR

+1 872-215-6235,,441765744# United States,

CITY OF BOYNTON BEACH
ROOM 112
100 E. OCEAN AVENUE
BOYNTON BEACH, FL 33435

Where to Deliver Bid Submittal

Bids&tenders Online Submission Only
Boynton-beach.bidsandtenders.net

Partial Grant Funding for this project by the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

Bonds Required for This Project: Bid Bond, Payment and Performance Bond

INVITATION TO BID
PIONEER CANAL PARK BOAT RAMP and DRIVEWAY RECONFIGURATION PROJECT
25-078B
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Attachment A – Grant Agreement

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Exhibit F – City of Boynton Beach Grant Agreement

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THE CITY OF BOYNTON BEACH
ADVERTISEMENT
NOTICE TO BIDDERS
FOR
PIONEER CANAL PARK BOAT RAMP and DRIVEWAY RECONFIGURATION PROJECT
ITB NO. 25-078B

Electronic Invitation To Bid (ITB's) shall be received by the e-procurement system up until **Friday**, **September 26, 2025; No Later Than 3:00 P.M. (Local Time);** unless specified otherwise and may not be withdrawn within ONE HUNDRED TWENTY (120) days after such date and time.

All ITB's received will be publicly opened and acknowledged of receipt by the City's Procurement Department via the e-procurement system electronically. The e-procurement system does not permit ITB's received after the assigned date and time. For the above reasons, it is recommended that the proposer(s) allow sufficient time to complete your online Submission and to resolve any issues that may arise.

ATTENTION, ALL INTERESTED BIDDERS:

To obtain documents online, please visit Boynton-beach.bidsandtenders.net. and https://boynton-beach.bidsandtenders.net/Module/Tenders/en. Documents are not provided in any other manner.

SCOPE OF SERVICES:

The City of Boynton Beach "City" Public Works Engineering Department is requesting sealed bids from qualified and experienced firms to provide construction services for the reconfiguration of the existing boat ramps and docks and reconfiguration and resurfacing of a portion of the existing driveway at Pioneer Canal Park, located at 848 NW 13th Avenue, Boynton Beach, Florida 33426. The project also includes associated demolition, structural, landscaping, asphalt, concrete sidewalks and other miscellaneous work as captured in the project documents necessary to accommodate all new work.

The Contractor shall furnish all labor, tools, equipment, materials, supplies, manufactured articles, furnishing all transportation and services, and essential communications, etc., as necessary to complete the project, as indicated in the Special Conditions, Special Provisions, Project Design Plans, Technical Specifications and Bid No. 25-078B Documents herein, along with all engineering, shop drawings, and other documentation necessary to obtain all applicable permits and all bonds, securities, licenses and insurance to complete the project as specified herein and within the Project Design Plans. All proposed work and improvements shall be completed in accordance with the 2023 Florida Building Code, 8th Edition with Local and all Palm Beach County Amendments and the 2023 Florida Building Code - Existing Building – 8th Edition.

The City reserves the right to award to more than one Bidder. The Bidder(s) shall act as an independent contractor and not as an employee of the City.

Questions related to this ITB are to be submitted to the Purchasing representative through the e-procurement system only by clicking on the "Submit a Question" button for this specific solicitation.

PRE-BID CONFERENCE:

A NON-MANDATORY Pre-bid Conference & possible Site Visit is scheduled for **September 4, 2025**, at 10:30 A.M. to be held at City of Boynton Beach City Hall Room 115, 100 East Ocean Avenue, Boynton Beach, Florida 33435. Please note that this meeting will be recorded and uploaded to Bids&Tenders but it is highly encouraged that all parties interested in bidding on this project should try to attend this meeting.

The purpose of this meeting is to provide a forum for all concerned parties to discuss the proposed term contract, answer questions on the solicitation document, review the qualifications requested, provide instructions for submitting proposals, and discuss other relevant issues.

In the event that any discussions or questions at the pre-bid meeting require, in the City's opinion, official additions, deletions, or clarifications of the solicitation or any other document, the City will issue an addendum to this ITB, as the City determines is appropriate.

No oral representation or discussion taking place at the pre-bid meeting will be binding or may be relied upon by any person or entity. All questions prior to and after the pre-bid meeting shall be submitted in writing through the City's e-procurement platform by the deadline for questions outlined on page # 1.

LOBBYING / CONE OF SILENCE:

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation as of the deadline to submit the proposal, bid, or other response and shall remain in effect until the City Commission awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no Offeror or its agent shall directly or indirectly communicate with any member of the City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for award of contract to the Offeror. Further, any contract that violates the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

PUBLIC RECORDS DISCLOSURE:

Pursuant to Florida Statutes §119.071, sealed Proposal responses received by the City in response to an Invitation to bid are exempt from public records disclosure requirements until thirty

(30) days after the opening of the Proposals unless the City announces intent to award sooner. If the City rejects all Responses submitted in accordance with an Invitation To Bid, and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Responses remain exempt from public disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A Bid response, or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all Bids.

PURCHASING DIVISION

Our Mission Statement: ***We are unwavering in our commitment to promoting integrity, transparency, and fairness in every step of the procurement process. This dedication is the cornerstone of our mission.***

We strive to maximize value for our community by fostering competitive opportunities for local businesses, ensuring compliance with regulations, and delivering exceptional service to our stakeholders. Through collaboration, planning, and innovation, we aim to support the city's goals while enhancing the economic vitality of our region.

Our Purpose: *The City of Boynton Beach's Purchasing Division is dedicated to fostering equitable and fair competition in our solicitations through a transparent procurement process. We actively collaborate with local vendors to ensure that every participant has an equal opportunity to secure government contracts. Our commitment to fairness and transparency is unwavering.*

Our Key Goals: *As guardians of the public trust, our Purchasing Division is deeply committed to its purpose and mission. Upholding the values of vision, integrity, efficiency, and quality service, we strive to fulfill our commitments with unwavering dedication.*

Our Community Impact: *Our local, state, and nationwide vendors are essential partners in our purpose and mission. We are dedicated to collaborating with qualified, competitive vendors who share our commitment to quality, efficiency, teamwork, and exceptional customer service.*

A Message to our Vendors and the Community:

Your work as a vendor is not just about delivering products and services. It's about enhancing the overall value of our services to our residents. We expect high-quality products and efficient services, delivered on time and as specified, to make a real difference in our community. Additionally, we anticipate that our vendors will collaborate with us as a team and maintain the highest standards of integrity in all interactions with the city's offices and departments. These are expectations and standards we hold all our vendors to.

Diligence in fulfilling the requirements of this solicitation will significantly enhance the overall quality of services delivered to our community. The City seeks a firm that embodies these principles in its work, and the successful candidates will be evaluated against the performance standards detailed in this solicitation.

PIONEER CANAL PARK BOAT RAMP and DRIVEWAY RECONFIGURATION PROJECT
PUBLIC WORKS CONSTRUCTION PROJECT
ITB No.: 25-078B

SECTION I – INSTRUCTION TO BIDDERS – SUBMISSION REQUIREMENTS

Procurement Definition: *It is the intent of the City to award this bid to the lowest responsible and responsive bidder. The City reserves the right to accept or reject any or all bids and to waive any informality concerning the bids when such a rejection or waiver is deemed to be in the best interest of the City.*

1.0 DEFINITIONS

Whenever the following terms appear in the Invitation to Bid, the intent and meaning shall be interpreted as follows:

"Addenda"
Written or graphic instruments issued before opening ITBs that clarify, correct, or change the solicitation requirements or the contract document.

"Agreement"
The written agreement between the City and the Contractor covering the scope of work to be performed, including other Contract Documents attached to the Agreement and made a part thereof. The words "Agreement" and "Contract" are used interchangeably.

"City" or "Owner"
The City of Boynton Beach, Florida, a municipal corporation of the State of Florida

"Contract Administrator"
The Department's Director or some other employee expressly designated as Contract Administrator in writing by the Director, who is the representative of the City concerning the Contract Documents.

"Contract Documents"
The contract documents consist of this Agreement, conditions of the contract (General, Supplementary, and other Conditions), of this Solicitation, all addenda issued prior to, all modifications issued after execution of this Agreement, Notice of Award, Notice to Proceed, Certificate(s) of Insurance, Bonds and any additional modifications and supplements, Change Orders and Work directive changes issued on or after the effective date of the Contract. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

Defective
An adjective which when modifying the Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents.

Effective Date of the Agreement
The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

"End User (EU)"
Internal Member of the City Staff who has requested a procurement service. Also known as a Stakeholder (SH)

"Interested parties"
Firms or bidders interested in the ITB and plan to eventually become bidders.

"Notice to Proceed"
A written notice given by the City to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform the Consultant's obligations under the Contract Documents. Such Notice is to be issued by the City and project Contract Administrator.

"Online e-procurement system" or "e-procurement system"
The City of Boynton Beach's solicitation management system is "bids&tenders."

"Procurement Services"
The Procurement Division - Department of Finance of the City of Boynton Beach.

"Bidder/Offeror/Responder"
Any individual, firm, or corporation submitting a bid for this project, acting directly or through a duly authorized representative. For the purpose of this solicitation, the terms "Offeror" and "Bidder" are used interchangeably and have the same meaning.

"Invitation to Bid (ITB) Solicitation"
It is the intent of the City to award this bid to the lowest responsible and responsive bidder. The City reserves the right to accept or reject any or all bids and to waive any informality concerning the bids when such a rejection or waiver is deemed to be in the best interest of the City.

"Sub-Contractor"
Any person, firm, entity, or organization, other than the employees of the bidder, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the work or services to the City, whether directly or indirectly, on behalf of the Contractor.

"Responsible Bidder"
This means a person or firm capable of fully performing the requirements in the ITB and agreement and having the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit to ensure good faith performance.

"Responsive Bidder"
This means a Person or firm who has submitted a bid that conforms in all material respects to the requirements outlined in this ITB.

"Successful Bidder" or "Contractor"
The individual or firm who successfully receives the award for work to be completed as defined by this solicitation. Also referred to as Contractor or Vendor.
"Written Amendment"
A written amendment of the Contract Documents, signed by the City and the Consultant on or after the Effective Date of the Agreement and typically dealing with non-technical aspects rather than strictly work-related aspects of the Contract Documents.
"Unit Price or Hourly Wage Work"
Work to be paid for based on unit prices outlined within the ITB.

1.2 DEPARTMENTS WITHIN THE CITY OF BOYNTON BEACH

Anytime the City releases a new solicitation, it will contain a prefix of one of the following types:
AC = Arts and Culture
BD = Building Department
CC = City Clerk
CW = Citywide
CS = Community Standards
DS = Development Services
FIN = Financial Services
FR = Fire Rescue
GO = Golf
HR = Human Resources
ITS = Information Technology Solutions
LIB = Library
PLDEV = Planning and Development
PUBA = Public Affairs
PWE = Public Works Engineering
PW = Public Works
PD = Police Department
REC = Recreations and Parks
UTL = Utilities
This prefix will denote the department responsible for initiating the solicitation request.

1.3 TYPES OF SOLICITATIONS PROVIDED BY THE CITY

Anytime the City releases a new solicitation, it will contain a suffix of one of the following types:

B = Invitation to Bid (ITB)
R = Request for Proposal (RFP)
L = Letter of interest (LOI)
Q = Request for Qualifications (RFQ)
RQ = Request for Quote (RFQ)
RB = Re-Bid
This suffix will determine what type of solicitation the City plans to procure.

The City reserves the right to add any additional solicitation types at any time.

1.4 PRE-BID MEETING

The City may hold a pre-bid conference for this project which may include a site visit. The information regarding such meeting will be noted on the cover page or advertisement page of this document.

1.5 ONLINE E-PROCUREMENT SYSTEM SUBMISSION OF THE BID – (bids&tenders)

1.5.1 The City of Boynton Beach utilizes an electronic online e-procurement system service to notify and distribute its solicitation documents; please visit Boynton-beach.bidsandtenders.net.
1.5.2 To obtain documents online, please visit Boynton-beach.bidsandtenders.net.
1.5.3 Before registering for the opportunity, you may preview the solicitation documents with a Preview Watermark. Documents are not provided in any other manner.
1.5.4 Bidders are cautioned that the timing of their Submittal submission is based on when the Submittal is RECEIVED by the e-procurement System, not when a Submittal is submitted, as the Submittal transmission can be delayed due to file transfer size, transmission speed, etc.

1.5.5 For the above reasons, sufficient time is recommended to complete your ITB Submission and resolve any issues that may arise. The online e-procurement system's web clock shall determine the closing time and date.

1.5.6 Bidders should contact bids&tenders support listed below at least twenty-four (24) hours prior to the closing time and date if they encounter any problems.

1.5.7 The e-procurement system will send a confirmation email to the Bidder advising that their submittal was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.net.

1.5.8 Bidders shall be solely responsible for maintaining accurate contact data through the Bids and Tenders system. The City shall under no circumstances be responsible for any errors or omissions in vendor's contact information on file with Bids and Tenders. Updates to contact information may be requested by contacting Bids and Tenders at support@bidsandtenders.org .

1.5.9 It is the Responding firm's responsibility to read and understand the requirements of this bid request. Unless otherwise specified, the Responding firm must use the bid form located online for Invitation for Bid document.

1.5.10 All bids shall be submitted in the English language. All prices, terms and conditions bid in the submitted response shall be expressed in U.S. Dollars and will be firm for acceptance for ONE HUNDRED TWENTY (120) calendar days from the date of the bid opening unless otherwise stated by the City.

1.5.11 The Responding firm preparing a bid in response to this solicitation shall bear all expenses associated with its preparation. The Responding firm shall prepare a bid with the understanding that no claim for reimbursement shall be submitted to the City for expenses related to its preparation.

1.6 EXAMINATION OF CONTRACT DOCUMENTS AND PROJECT SITE

1.6.1 Before submitting a bid, each Offeror must visit the site (if applicable to the project) to become familiar with the facilities and equipment that may in any manner affect cost or performance of the work; must consider federal, state, grant requirements (if Applicable) and local laws, ordinances, rules, and regulations that may in any manner affect cost or performance of the work, must carefully compare the Offeror's observations made during site visits or in a review of applicable laws with the Bid Documents; and must promptly notify the Procurement Officer of all conflicts, errors and discrepancies, if any, in the solicitation documents.

1.6.2 Bidders shall satisfy themselves by personal investigation and by such other means as they may deem necessary or desirable as to the conditions affecting the proposed work and the cost.

1.6.3 No information derived from maps, plans, specifications, or from the Engineer, City Manager, or their assistants or any other department of the City shall relieve the contractor from any risk or from fulfilling all terms of the contract.

1.6.4 The bidder is required to conduct a full and thorough investigation of the premises prior to submitting a bid.

1.6.5 It is the bidder's sole responsibility to determine the amount of labor and materials needed to complete all aspects of the project.

1.6.6 If the pre-bid meeting is deemed mandatory and a bidder does not attend and sign in to the sign in sheet for the mandatory pre-bid meeting, the bid submission will not be considered.

1.6.7 The Offeror, by and through the submission of a Bid, agrees that it shall be held responsible for having examined the facilities and equipment (if applicable), is

familiar with the nature and extent of the work and any local conditions that may affect it, and is familiar with the equipment, materials, parts, and labor required to perform the work successfully.

1.7 ELIGIBILITY OF BIDDER

1.7.1 To be eligible to respond to participate in this ITB, the proposing firm or principals must demonstrate that they, or the principals assigned to the contract, have successfully provided services of similar magnitude as those specified in SCOPE OF WORK (PROJECT) of this solicitation and can demonstrate they have the experience with large-scale private sector clients and the managerial and financial ability to perform the services successfully.

1.8 MINIMUM QUALIFICATIONS OF BIDDERS

1.8.1 No e-submission will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of Boynton Beach upon any debt or contract or who has defaulted, as surety or otherwise, upon any obligations to the City, or who has been deemed irresponsible or unreliable to the City.

1.8.2 Awards will be based on past performance and quality of work in addition to the Contractor's ITB response as outlined within this solicitation document.

1.8.3 If selected for a contract, all Contractors must perform to the satisfaction of the City before being considered for award of additional contracts.

1.8.4 A satisfactory record of integrity with previous work performed.

1.8.5 Qualified legally to enter into a Contract within the State of Florida and the City of Boynton Beach.

1.8.6 Supplied all necessary licensing information in connection with the inquiry concerning responsibility.

1.8.7 Contractors whose performance is unsatisfactory shall be subject to debarment or suspension.

1.9 CONTACT INFORMATION AND QUESTIONS

1.9.1 For inquiries regarding this solicitation Bidders must submit questions online at https://boynton-beach.bidsandtenders.org/Module/Tenders/en Once on the webpage bidder should click the solicitation they are interested in and click the "Submit a Question Button". All questions will be reviewed by the City and answered in the form of an addendum which will be uploaded to the City's website and available for all firms registered as plan holders.

1.10 CLARIFICATIONS, QUESTIONS AND ADDENDA FOR THIS SOLICITATION

1.10.1 The City may issue an addendum to change the intent or to clarify the meaning of the solicitation and Contract documents.

1.10.2 Since all addenda are available to Bidders through the City's e-Procurement system Boynton-beach.bidsandtenders.net, it is the responsibility of each Bidder to have received ALL addenda issued.

1.10.3 Bidders should check online at Boynton-beach.bidsandtenders.net before submitting their bid and until the bid closing time and date in the event, to ensure no additional addenda are issued.

1.10.4 If a Bidder submits their bid before the BID closing time and date and an addendum has been issued, the e-procurement system shall WITHDRAW the bid.

1.10.5 The submittal status will change to an INCOMPLETE STATUS, and the Bid will be withdrawn. The Bidder can view this status change in the "MY BIDS" section of the e-procurement system.

A. The Bidder is solely responsible for creating any required adjustments to their Bid, acknowledging the addenda, and ensuring the re-submitted Bid is RECEIVED by the e-procurement System no later than the stated Bid closing time and date.
B. The Bidder is responsible for submitting written questions or requesting clarification for items included in this solicitation through bids&tenders.
C. Any and all responses to questions or inquiries, interpretations, and supplemental instructions will be in the form of a written addenda, which, if issued, will be posted through bids and tenders.
D. No verbal interpretations may be relied upon.
E. Failure of any Bidder to receive any such addenda or interpretation shall not relieve any Bidder from any obligation under a response as submitted. All addenda so issued shall become a part of the solicitation document.
F. The Bidder shall acknowledge receipt of any addenda through the e-procurement system by checking a box for each addenda and any applicable attachment.
G. It is the Bidder's responsibility to have received all issued addenda. Bidders should check online at Boynton-beach.bidsandtenders.net prior to submitting their Submittal and up until the BID closing time and date in the event additional addenda are issued.
H. Interested parties may preview the solicitation documents with a Preview Watermark before registering for the opportunity. Documents are not provided in any other manner.
I. If any interested parties have received this ITB packet from a source other than bids&tenders directly and the Interested Party is not registered with bids&tenders, they must register with bids&tenders.
J. No negotiations, decisions, or actions shall be initiated by the Bidder as a result of any discussions with a City employee.
K. Only those communications in writing from the Purchasing Division may be considered a duly authorized expression. Also, only communications from Bidders submitted through bids&tenders in writing will be recognized by the City as duly authorized expressions on behalf of the Bidder.
L. Late Submittal Responses are not permitted by the e-procurement system.
M. To ensure receipt of the latest information and updates via email regarding this solicitation, or if a Bidder has obtained this Solicitation from a third party, the responsibility is on the Bidder to create an e-procurement system vendor account and register as a plan taker for the solicitation with bids&tenders.
N. All expenses for making SUBMITTAL responses to the City are to be borne by the Bidder.

1.11 MISTAKES WITHIN SOLICITATION

1.11.1 Bidders are cautioned to examine all terms, conditions, specifications, Scope of Work, exhibits, addenda, delivery instructions, and special conditions pertaining to the solicitation. Failure to examine all pertinent documents shall not entitle the Bidder to any relief from the conditions imposed in the contract and may lead to the rejection of a bid.

1.12 SUBMISSION OF THE BID

1.12.1 The City’s e-procurement solicitation system shall receive ELECTRONIC BID SUBMISSIONS ONLY.

1.12.2 **HARDCOPY SUBMISSIONS ARE NOT PERMITTED.**

1.12.3 Electronic Invitation to Bid for this solicitation shall be received by the City's e-procurement system no later than the time outlined on page #1 of this solicitation.

1.12.4 Late responses are not permitted by the e-procurement system. It shall be the sole responsibility of the Bidder to have their Invitation to Bid submittal submitted online.

1.12.5 All bids shall be submitted in English.

1.12.6 All prices, terms, and conditions proposed in the submitted response shall be expressed in U.S. Dollars and will be firm for acceptance for ONE HUNDRED TWENTY (120) calendar days after the closing of the ITB.

1.13 SOLICITATION FORMS

1.13.1 The Bidder will submit a response to the solicitation on the bid submission forms provided. All bid submission prices, amounts, and descriptive information must be entered into the e-procurement system bids&tenders.

1.13.2 The Bidder must state the price and the time of delivery for which they propose to deliver the equipment or service requested.

1.13.3 The Bidder must be licensed to do business as an individual, partnership, or corporation in the State of Florida.

1.13.4 All bid submission forms should be executed and submitted for easy identification. Responses not submitted on bid submission forms may be rejected.

1.13.5 All bid submissions are subject to the conditions specified in this solicitation document. Submittals that do not comply with these conditions may be rejected.

1.13.6 **THE FOLLOWING FILLABLE DIGITAL FORMS HAVE BEEN CREATED AND MUST BE SUBMITTED / ACKNOWLEDGED WITH EACH BID:**

A. Certification
B. Vendor Drug-Free Workplace
C. Bidder's Qualification Statement
D. References
E. Scrutinized Companies List
F. E-Verify Compliance
G. Sub-Contractor Form
H. Firm's Primary Ownership
I. Local Boynton Beach Preference
J. Palm Beach County Inspector General Acknowledgement

1.13.7 **FORMS THAT MUST BE UPLOADED TO THE DOCUMENT UPLOAD SECTION**

A. Document Upload 1: Non-Collusive Affidavit & Acknowledgement
B. Document Upload 2: Scrutinized Companies Affidavit and E- Verify
C. Document Upload 3: Bid Bond and Bid Bond Acknowledgement (SEE BID BOND SUBMITTAL BELOW)
D. Document Upload 4: Foreign Entity Ownership Affidavit
E. Document Upload 5: Anti-Human Trafficking Affidavit
F. Document Upload 6: Proof of State Certified or County Competency
G. Document Upload 7: Certificate of Insurance – Proof of Requirements
H. Document Upload 8: Internal Revenue Service Form W-9
I. Document Upload 9: Anti Kick Back Affidavit
J. Document Upload 10: Optional

1.14 BID BOND GUARANTY SUBMITTAL

To participate in this Invitation to Bid (ITB), an **acceptable Bid Bond**, **Cashier's Check**, **Money Order**, **Irrevocable Letter of Credit**, or **Certified Check** payable to the City of Boynton Beach in an amount not less than **five percent (5%)** of the bid price is required for this project. Additional bonding requirements may be specified in the Special Provisions of this solicitation. The Bid Bond must be executed by a surety company authorized to do business in the State of Florida or secured in a manner deemed satisfactory by the City of Boynton Beach.

If a bid guarantee is required, the bidder should upload a **true copy** of the Bid Bond to the City's website at the time of online submission via **Bids and Tenders**.

Specific Instructions:
A bid security bond is required for this project.

An acceptable Bid Bond, Cashier's Check, Money Order, Irrevocable Letter of Credit, or Certified Check for **five percent (5%)** of the bid price must accompany your bid.

A scan or copy of the original Bid Bond shall be submitted with your electronic bid response.

The original Bid Bond (raised seal or thicker stock paper) must be received via **U.S. Mail**, **air or ground courier**, **messenger service**, or in person to the following address **by 3:00 PM within three days of the bid due date**:

100 East Ocean Ave,
4th Floor – Purchasing,
Boynton Beach, FL 33435

The City may allow the original Bid Bond to be submitted within **three (3) business days** after the bid opening, **provided the bidder uploaded a scanned copy of the Bid Bond with their initial submission.**

Failure to submit the original Bid Bond as outlined will result in the bid being deemed **non-responsive**.

1.15 BIDDER'S COMPLIANCE WITH FLORIDA STATUTES AND CITY CODES

1.15.1 ANTI-KICKBACK AFFIDAVIT

Each Bidder shall complete the Anti-Kickback Affidavit Form and shall submit this form with their Bid. The City considers the failure of the Bidder to submit this document to be a major irregularity and may be cause for rejection of the Bid.

1.15.2 NON-COLLUSION AFFIDAVIT

Each Bidder shall complete the Non-Collusive Affidavit Form and shall submit this form with the bid. The City considers the failure of the Contractor to submit this document to be a major irregularity and may be cause for rejection of the bid. A Bidder shall not collude, conspire, connive or agree, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from responding in connection with such work or have in any manner, directly or indirectly, sought by person to fix the price or prices in the bid or of any other Bidder, or to fix any overhead profit, or cost elements of the bid price or the bid price of any other responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested

in the proposed work. The Bidder certifies there has been no collusion with any other firm or employees from any other firm who will be submitting a bid on the same project. Each Bidder shall complete the Non-Collusive Affidavit Form and shall submit this form with the bid. The City considers the failure of the Bidder to submit this document to be a major irregularity and may be cause for rejection of the bid.

1.15.3 FOREIGN ENTITY AFFIDAVIT

Through the submission of a bid for this ITB, Bidder ensures that it 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); The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes); The 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); The Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes); The Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes); The Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes); and The Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

1.15.4 ANTI-HUMAN TRAFFICKING AFFIDAVIT

Each offeror shall complete and upload the Anti-Human Trafficking Affidavit to attest to the following: Through the submission of a bid for this project: Pursuant to section 787.06(13), Florida Statutes, the Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.

1.15.5 CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112 of the State of Florida Statutes. Responding bidders shall disclose the name of any officer, director, partner, proprietor, associate or agent who is also a public officer or employee of the City or any of its agencies.

1.15.6 E-VERIFY FORM UNDER SECTION 448.095

By submission of this bid, Bidder and if awarded, CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

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 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 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.

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:

All persons employed by a Contractor to perform employment duties within Florida during the term of the Contract; and

All persons (including sub-vendors/ subconsultants/ subcontractors) assigned by Contractor to perform work pursuant to the Contract with the City of North Lauderdale. 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 North Lauderdale; and

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. 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.

1.15.7 CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

By submission of this solicitation, BIDDER and if awarded project, CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a bid for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

Any amount of, at the time bidding on, submitting a bid for, or entering into or renewing such Contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

One million dollars or more if, at the time of bidding on, submitting a bid for, or entering into or renewing such Contract, the company:

Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

Is engaged in business operations in Syria

1.15.8 ANTITRUST CAUSE OF ACTION (Bid Rigging)

In submitting a bid to the City of Boynton Beach, the Vendor offers and agrees that if the bid is accepted, the Vendor will convey, sell, assign, or transfer to the City of Boynton Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price-fixing relating to the particular commodities or services purchased or acquired by the City of Boynton Beach. At the City of Boynton Beach's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the Vendor.

1.16 SUB-CONTRACTORS

1.16.1 If a Bidder utilizes sub-Contractors for any portion of a Contract for any reason, the Bidder should state the name and address of the sub-Contractor and the name of the person to be contacted on the online form within the e-procurement system under "Schedule of Sub-Contractor."

1.16.2 The City of Boynton Beach reserves the right to accept or reject any or all bids wherein a sub-Contractor is named and to make the award to the Consultant, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City.

1.16.3 The City also reserves the right to reject a submission of any Bidder if the solicitation names a sub-Contractor who has previously failed to perform an award properly or failed to deliver on-time Contracts of a similar nature or who cannot perform correctly under this award.

1.16.4 The City reserves the right to inspect all sub-contractor facilities to determine the foregoing.

1.16.5 The sub-contractor will be equally responsible for meeting all requirements specified in this Invitation to Bid (ITB).

1.16.6 In accordance with 2 CFR Part 200 Appendix II 200.217 Bidders are encouraged to seek participation from minority and women-owned business enterprises in subcontracting opportunities. The City reserves all rights to determine the foregoing.

1.17 ESCALATOR CLAUSE

1.17.1 Any bid submission subject to an escalator clause will be rejected.

1.18 EXCEPTIONS BY BIDDER

1.18.1 Incorporation in a bid of exceptions to any portion(s), of the Contract documents may invalidate the submission. Exceptions to the Scope of Work and/or Special Provisions shall be clearly and specifically noted in the submitted bid on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS,**" which shall be attached to the bid submission.

1.18.2 The use of the Bidder's standard forms or the inclusion of the manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract documents.

1.19 QUANTITIES

1.19.1 Quantities shown are estimates only.

1.19.2 No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contract.

1.19.3 The City reserves the right to decrease or increase quantities or add or delete any item from the contract if it is determined that it best serves the interests of the City.

1.20 BID TABULATION

1.20.1 When a bid closes an unofficial bid, the tab will be posted online at https://boynton-beach.bidsandtenders.org. Responding firms can download the unofficial bid tabulation using the link provided above.

1.20.2 Per Florida Statute 255.0518, the City will publicly open all construction or repairs on a public building or public work.

1.20.3 The City shall issue an intent to award for the lowest responsible and responsive bidder.

1.21 UNBALANCED BIDS

1.21.1 When a unit price bid has variable or estimated quantities, and the bid shows evidence of unbalanced bid pricing submittal, the City reserves the right to reject such bid submission.

1.22 UNIT PRICES AND ADDITIONAL QUANTITY

1.22.1 The City reserves the right to acquire additional hours or quantities of the requested items/services at the prices offered in this solicitation.

1.22.2 If additional quantities are not acceptable, the price proposal sheets must be noted: **"BID IS FOR SPECIFIED QUANTITY ONLY".**

1.22.3 Where a discrepancy between the unit price and the total price is indicated on a Responding firm's online submitted Schedule of Bid Prices or Price Proposal Form, the unit prices shall prevail.

1.23 TIE BIDS

1.23.1 If two or more bidders are tied, the tie may be broken, and the successful vendor selected by the following criteria will be presented in order of importance.

A. Delivery time if provided in the original bid by the bidders.

B. Location of the vendor with the shortest distance (in miles) from the City of Boynton Beach's City Hall. Distance will be determined by using the vendor's address.

C. If the above criteria are impossible to determine with any reasonableness or do not resolve the issue, the award will be given to that vendor whose bid was received first as indicated by the time stamp within the e-procurement system.

D. Random lottery drawing conducted by the City Clerk.

1.24 EXECUTION OF SOLICITATION DOCUMENTS

1.24.1 Bid submissions to this solicitation should contain a manual or digital signature of an authorized representative in the space provided on all affidavits and applicable forms.

1.25 SOLICITATION DEADLINE

1.25.1 The Bidder is responsible for ensuring the bid is submitted electronically by or at the proper time and date before the solicitation deadline.

1.25.2 The e-procurement solicitation system does not permit late submission responses.

1.26 CITYS RIGHT TO REJECT BID SUBMITTALS

1.26.1 The City reserves the right to reject any bid if the evidence submitted by the proposer, or if the investigation of such proposer, fails to satisfy the City that such proposer is properly qualified to carry out the obligations and to complete the work contemplated.

1.26.2 Any or all bids will be rejected if there is reason to believe that collusion exists among proposers.

1.26.3 The City reserves the right to reject any bid if the evidence submitted by the Bidder, or if the investigation of such Bidder, fails to satisfy the City that such Bidder is appropriately qualified to carry out the obligations and to complete the work contemplated.

1.26.4 Any or all bids will be rejected if there is reason to believe collusion exists among Bidders.

1.26.5 A bid may be considered irregular and may be rejected if it indicates serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind.

1.26.6 The City reserves the right to reject any or all bids, waive such technical errors, waive informalities or irregularities in any response received, re-advertise, or take any other actions as may be deemed best for the interests of the City.

1.26.7 No bid will be canvassed, considered, or accepted which, in the opinion of the City, is incomplete, informal, or unbalanced or contains inadequate documentation as required herein. Any alteration, erasure, interlineations, or failure to specify bids for all items called for in the schedule shall render the bid informal.

1.26.8 The City also reserves the right to the following:

A. Reject any or all bids.
B. Reject or cancel any or all submissions during the procurement process.
C. Reissue a solicitation Invitation to Bid (ITB).
D. Extend the ITB question deadline and closing time and date.
E. Present an item to the City Commission to do what they feel is in the City's best interest.
F. Procure any item by other means.
G. Increase or decrease the quantity specified in the Invitation to Bid (ITB).
H. Consider and accept an alternate ITB as provided herein when most advantageous to the City.
I. Waive any defect, irregularity, or informality in any ITB procedure.
J. Waive as an informality technical error, minor deviations from specifications, defect, or accept a portion of any bid deemed to be the most responsive, responsible Bidder(s) representing the most advantageous submission to the City.
K. Consideration may be given but is not necessarily limited to conformity to the specifications, including timely delivery; product warranty; a Bidder's proposed service; ability to supply and provide service; delivery to required schedules and past performances in other agreements/contracts with the City or other government entities.

1.27 DISQUALIFICATION OF BIDDER

1.27.1 More than one Bid from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered.

1.27.2 All bids shall be rejected if there is reason to believe collusion exists between Bidders.

1.27.3 Automatic disqualifiers are as follows:

A. The Bidder is not licensed to perform the required work outlined within the ITB.
B. If the Bidder demonstrates that they cannot or have not performed the required work outlined within the ITB.
C. Not being eligible to submit a bid due to violations listed under "Public Entity Crimes.
D. As a part of the Bid evaluation process, the City may conduct a background investigation including a criminal record check of Responding firm's officers and/or employees, by the Boynton Beach Police Department. Responding firm's submission of a bid constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Responding firm's qualifications.

1.28 NO SUBMITTAL

1.28.1 A NO SUBMITTAL response can be submitted online through bids&tenders the e-procurement system.

1.29 INTERPRETATIONS/CONE OF SILENCE/LOBBYING

1.29.1 Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence.

1.29.2 A cone of silence shall be imposed upon each competitive solicitation as of the deadline to submit the bid or other response and shall remain in effect until the City

Commission awards or approves a contract, rejects all responses, or otherwise takes action that ends the solicitation process.

1.29.3 While the cone of silence is in effect, no Proposer or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.)

1.29.4 Failure to abide by this provision may serve as grounds for disqualification for the award of contract to the Proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

1.29.5 The cone of silence shall not apply to oral communications at any public proceeding, including pre-proposal conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings.

1.29.6 Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

1.29.7 To ensure fair consideration for all Bidders, the City prohibits communication to or with any department, officer, or employee during the solicitation process as described in the Cone of Silence except as otherwise specified.

1.29.8 If the Bidder should be in doubt as to the meaning of any of the solicitation documents or believes that the plans and/or specifications contain errors, contradictions, or reflect omissions, the Bidder shall direct questions to the Purchasing representative through the e-procurement solicitation system only by clicking on the “Submit a Question” button for this Bid, no later than ten (10) days prior to the solicitation deadline.

1.30 TRADE SECRET

1.30.1 Any language contained in the Bidder’s submission purporting to require confidentiality of any portion of the Bid, except to the extent that certain information is, in the City’s opinion, a Trade Secret pursuant to Florida law, shall be void.

1.30.2 If a Bidder submits any documents or other information to the City that the Bidder claims are Trade Secret information and exempt from Florida Statutes Chapter 119.07 (Public Records Laws), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt.

1.30.3 The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07.

1.30.4 The City shall be the final arbiter of whether any information contained in the Bidder’s bid constitutes a Trade Secret.

1.30.5 The City’s determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the City its officers, employees, volunteers, and agents, against any loss or damages incurred by any person or entity as a result of the City’s treatment of records as public records. Bids purporting to be subject to copyright protection in full or in part will be rejected.

1.30.6 **EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR BID AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR BID OR ANY PART THEREOF AS COPYRIGHTED.**

1.31 WITHDRAWAL OF BID

1.31.1 Any Firm may, without prejudice to their self may withdraw their bid at any time prior to the expiration of the time during which bids may be submitted.

1.31.2 The request for withdrawal must be completed online at https://boynton-beach.bidsandtenders.org /Module/Tenders/en if requested prior to the bid opening date and time.

1.31.3 After the expiration of the period for receiving bids, no bid can be withdrawn or modified.

1.32 PROTEST PROCEDURE

1.32.1 Protest procedures are provided in the City of Boynton Beach Purchasing Policy. Protests shall be submitted in writing, addressed to the Purchasing Director, via hand delivery, or mail, along with a protest cash bond in an amount equal to 5% of the bid or $5,000, whichever is less.

1.32.2 The bond will be refunded to a protester if the protest is upheld.

1.32.3 The protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Division within the deadlines as follows:

A. If the protest relates to an Invitation to Bid, Request for Proposal, or Request for Qualifications, it must be received before the bid submittal deadline date.

B. if the protest relates to any other matter relating to the bid, including, but not limited to, the intent to award an agreement/contract, the protest must be received no later than **THREE (3)** regular business days after the date of notification of the intent to award by a member of the purchasing staff.

C. The intent to award an agreement begins the three-day timeline to protest.

1.32.4 Failure to file a protest as outlined in the City of Boynton Beach's Purchasing Policy shall constitute a waiver of proceedings.

1.33 CONFLICT OF INTEREST / GIFT POLICY

1.33.1 Through the Bid Submission, the Bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in a manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes.

1.33.2 All Bidders shall disclose the name of any City employee or relative of a City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Bidder's firm or any of its branches.

A. CONFLICT OF INTEREST:

No employee, officer, or agent of the City may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other

interest in or may receive a tangible personal benefit from a Bidder considered for a City contract.

In addition, the Bidder shall disclose to City in writing all federal criminal law violations involving fraud, bribery, or gratuity that potentially affect the award of this solicitation Failure to make the required disclosures can result in withheld payments, award termination, suspension, or debarment of the Bidder.

B. ORGANIZATIONAL CONFLICT OF INTEREST:

The Bidder shall not have activities or relationships

I. causing the Bidder to be unable, or potentially unable, to render impartial assistance or advice to the City;
II. impairing the Bidder's objectivity in performing the contract work; or
III. resulting in an unfair competitive advantage.

1.34 GIFT POLICY

1.34.1 No Bidder who is a party to, or receives a benefit from, this agreement/contract shall offer a gratuity, favor, or anything of monetary value to any officer, employee, or agent of the City.

1.34.2 Further, no officer, employee, or agent of the City shall solicit or accept a gratuity, favor, or anything of monetary value from a Bidder who is a party to, or receives a benefit from, this agreement/contract.

1.35 CONFIRMATION OF MINORITY-OWNED BUSINESS

1.35.1 It is the desire of the City of Boynton Beach to increase the participation of minority-owned businesses in its contracting and procurement programs. While the City does not have any preference or set-aside programs in place, it is committed to a policy of equitable participation for these firms. Therefore, each Bidder shall complete the Confirmation of Minority-Owned Business Form and shall submit the form with its submission.

1.36 AWARD OF CONTRACT

1.36.1 The City intends to award this bid to the lowest responsible and responsive responding bidder.

1.36.2 The City reserves the right to accept or reject any or all bids and waive any informality concerning the Invitation to Bid when such rejection or waiver is deemed to be in the City's best interest.

1.36.3 The City reserves the right to award the ITB on a split order basis, lump sum, or individual item basis unless otherwise stated, whichever is in the City's best interest.

1.36.4 In no case will the award be made until all necessary investigations have been made into the Bidder's responsibility and the City is satisfied that the most qualified, responsive, responsible Bidder is qualified to do the work and has the necessary organization, licenses, permits, capital, and equipment to carry out the required work within the time specified.

1.37 SAMPLE DRAFT AGREEMENT

1.37.1 This Invitation to Bid for review contains a sample draft agreement the City intends to execute with the successful firm(s).

1.37.2 Any exceptions taken to the terms and conditions of the City’s agreement shall be considered a part of Bidder’s solicitation response and will be considered by the City in its evaluation.

1.37.3 Any exception not specifically stated is deemed waived.

1.37.4 Submission of any exceptions to the agreement does not denote acceptance by the City.

1.37.5 Furthermore, taking exceptions to the City's terms and conditions may be viewed unfavorably by the City and ultimately may impact the overall evaluation of a bidder's submittal.

1.37.6 The City reserves the right to modify the contract language prior to execution following the selection of the lowest responsive and responsible bidder.

1.38 SIGNING OF CONTRACT

1.38.1 If the construction project is over $200K, the intent to award the ITB must be presented to the City Commission for approval.

1.38.2 The City will request the upfront signing from the Successful Bidder of the Contract before placing the item for approval on the commission agenda.

1.38.3 The Successful Bidder should sign and deliver the Contract to the city with the required insurance certificates.

1.38.4 After the contract is fully executed by the City, the Contractor shall be responsible for obtaining the payment and performance bonds as outlined below (if applicable) per Florida Statute 255.05 and return two certified copies to the City.

1.39 PAYMENT AND PERFORMANCE BOND

1.39.1 Upon award of the Contract, Payment and Performance Bonds in the total amount submitted for this ITB will be required within (15) calendar days of award and shall continue in effect until contract expiration. Such bonds shall continue for the full term of the Agreement.

1.39.2 Pursuant to the requirements of Chapter 255.05 (1) (b), Florida Statutes, the Contractor shall ensure that the Performance and Payment Bond or Bonds referenced above shall be recorded in the Public Records of Palm Beach County at the Bidder's expense.

1.39.3 Proof of recording must be submitted to the City prior to issuance of any purchase order or payment by the City. One (1) set of original Performance and Payment Bond documents is required to be provided to the City prior to the issuance of any Notice to Proceed by the City.

1.39.4 NOTE: Each Bond shall consist of anywhere from 10 to 12 pages, totaling around 22 pages for both the Payment and Performance Bond.

1.39.5 This may cost up to $200.00, depending on the project.

1.39.6 The fee to record this bid with the county shall be included in the bid tabulation form. For more information regarding the process of recording the bid with Pam Beach County, contact Palm Beach County Clerk's Office at www.mypalmbeachclerk.com.

1.39.7 Payment and Performance Bonds must be submitted on City forms that will be provided to the Contractor.

1.39.8 *All bonds – Performance, Payment, and Warranty Bonds, shall meet the City's ratings.

1.40 ON PUBLIC ENTITY CRIMES CONVICTED VENDOR LIST

1.40.1 All Invitation To Bid as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows "*A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity*

crime may not submit a proposal on a contract or provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, vendor, 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

1.41 BUSINESS INFORMATION – JOINT VENTURE

1.41.1 If a bidding firm is a Joint Venture for the goods/services described herein, the Bidder shall, upon request of the City, provide a copy of the Joint Venture Agreement signed by all parties.

1.42 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

1.42.1 Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Contractor. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

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SECTION II – SPECIAL CONDITIONS

ITB No: 25-078B
PIONEER CANAL PARK BOAT RAMP and DRIVEWAY RECONFIGURATION PROJECT
PUBLIC WORK CONSTRUCTION PROJECT
(CONTRACTOR)

NOTE: Upon final award of any Agreement as a result of this solicitation, the successful firm or individual receiving the award shall become the Contractor and shall be responsible for complying with the requirements enumerated in these Special Conditions.

2.1 HISTORY AND BACKGROUND OF THE CITY OF BOYNTON BEACH

The City of Boynton Beach covers an area of approximately 16.5 square miles and is home to approximately 80,000 residents. The city's government operates under a Council-Manager system, with the City Commission as the legislative body. The Commission consists of five elected commissioners, including the mayor, who is chosen from among the commissioners. Each commissioner serves a four-year term and represents the community's interests in the policymaking process. Though the Mayor presides over Commission meetings, their powers largely align with those of the other commissioners.

Boynton Beach offers its residents a wide range of essential services, including law enforcement, emergency medical services, fire protection, water and sewer utilities, library services, refuse collection, a municipal golf course, and various parks and recreational facilities. Incorporated in 1920, Boynton Beach operates under the Commission-Manager form of government.

2.2 PURPOSE OF PROJECT

The purpose of this project is to reconfigure existing boat ramps and docks and the reconfiguration and resurfacing of the existing driveway / parking as well as landscaping and concrete sidewalks.

2.3 SCOPE AND DESCRIPTION OF WORK

The scope of this project generally consists of reconfiguration of the existing boat ramps, docks and existing driveways and parking area at Pioneer Canal Park. This also includes associated demolition, structural, and other miscellaneous work as captured in the documents. This work also includes but is not limited to:

1. Removal of existing concrete piles, wooden dock, concrete ramp, landscaping, asphalt, etc. as necessary to accommodate new work.
2. Installation of new work (wood support piles, fixed wood dock, pre- engineered pre-cast boat ramp, concrete sidewalks, new asphalt, , etc. as covered in the documents.
3. Contractor(s) shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, water, heat, utilities, and temporary facilities necessary for the proper execution and completion of work.
4. The contractor shall visit the premises and thoroughly familiarize himself with all details of the work and working conditions. All dimensions shall be field verified and the general contractor shall advise the architect of any discrepancies before performing the work.

5. The contractor shall perform all work required under this contract for a complete project including all appurtenances associated with this project.
6. The general contractor shall prepare shop drawings for the each of the designated items, prior to purchasing, delivering or installation of the items as listed herein.

2.4 GENERAL REQUIREMENTS

The Contractor shall furnish all labor, tools, equipment, materials, supplies, manufactured articles, furnishing all transportation and services, including fuel, power, water, essential communications, etc., as necessary to complete the project, as indicated in the Special Conditions, Special Provisions, Project Design Plans, Technical Specifications and Bid No. PWE25-078B as may be included in documents herein, along with all engineering, shop drawings, and other documentation necessary to obtain all applicable permits and all bonds, securities, licenses, and insurance to complete the project as specified herein and within the Project Design Plans. All proposed improvements shall be completed in accordance with the project bid documents, design plans, details, technical specifications/scope of work, and all applicable federal, state, county, and local regulatory requirements.

2.5 LICENSES

To be eligible for award of this project, the Bidder must possess at time of bid opening, one of the following State Certified and/or County Competency licenses or any license that can meet, exceed, or legally perform the scope of work will be acceptable, as determined by state or county licensing agency.

State: Certified General Contractor License, defined by F.S. 489.105 3a, with at least five (5) years of verifiable full-time successful experience having performed a minimum of three (3) municipal projects of similar size, nature, and scope

or

State: Certified Building Contractor License: Contractor with at least five (5) years of verifiable full-time, successful experience having performed a minimum of three (3) projects of similar size, nature and scope.

The occupational license must be in effect as required by Florida Statute §205.065.

When the successful Contractor is performing work in other locations outside of Palm Beach County or the State of Florida, Contractor shall be subject to the requirements for all appropriate local jurisdictions.

2.6 PROJECT TIMELINE

Project substantial completion shall be within **One Hundred and Fifty Days (150)** calendar days from Contractor's receipt of City's Notice to Proceed. Final Completion shall be **THIRTY (30)** calendar days from date of substantial completion totaling **One Hundred Eighty (180)** calendar days.

2.7 ENGINEERS ESTIMATE

The project estimate is **NINE HUNDRED THREE THOUSAND, SIXTY-SIX DOLLARS AND ZERO CENTS** (***$903,066.00)***.

2.8 LIQUIDATED DAMAGES

Because of the importance of this project being finished on time, upon failure of the Contractor to complete each individual requirement within the specified and mutually agreed upon time frame (plus approved extensions, if any) the Contractor shall pay to the City the sum of **Five Hundred Dollars ($500.00)** for each calendar day after the time specified for Substantial Completion and the project is sufficiently complete for its intended use in accordance with the Contract Documents, void of any safety concerns. In the event of a delay in completion beyond the time frame set forth in the Contract Documents for Final Completion, after Substantial completion has been obtained, liquidated damages will be assessed against the Contractor in the amount of **Two Hundred Fifty Dollars and Zero Cents ($250.00)**. for each calendar day beyond the time frame set in the Contract Documents until such work is completed and ready for final payment. This amount is not a penalty but liquated damages to the City. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City because of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the Contractor to complete the Contract on time. The City shall have the right to deduct from and retain out moneys which may be due, or which may become due and payable to Contractor. If the amount deducted and/or retained by the City is insufficient to pay in full such liquidated damages, Contractor shall pay in full such liquidated damages. Contractor shall also be responsible for reimbursing the City the total of all monies paid by the City to the engineer for additional engineering, inspection and administrative services until the work is complete.

2.9 ENUMERATION OF PRECEDENCE OF BID DOCUMENTS

If any portion of the Bid Documents contained herein appear to be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence:

1. **Fully Executed Agreement**
2. **Technical Drawings or Specifications which may be referenced as an Exhibit or Attachment**
3. **The Scope of Work / The Specifications**
4. **The Special Provisions**
5. **The Special Conditions**
6. **The Instructions to Bidders**
7. **General Terms and Conditions**

As for conflicts between schedules and information provided on Drawings, the schedules shall govern; as for conflicts between figures given on Drawings and the scale measurements, the figures shall govern; as for conflicts between large-scale drawings and small-scale drawings, the larger scale drawings shall govern.

2.10 INTENT

It is the intent of the Contract Documents to describe a functionally complete Project in accordance with the Plans and Specifications. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words that

have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implications, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of contract award, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the City, the Contractor, or any of their consultants, agents or employees from those set forth in the Contract Documents.

2.11 PERFORMANCE, PAYMENT AND WARRANTY BONDS

2.11.1 If stated on the cover page, the City may request within **fifteen (15)** calendar days after contract award, but in any event prior to commencing work, the Successful Bidder shall execute and furnish the CITY a Performance Bond and Payment Bond, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety shall hold a current certificate of authority from the Secretary of Treasury of the United States as an acceptable surety on federal bonds in accordance with United States Department of Treasury Circular No. 570. The Contractor shall be required to provide acceptable, separate Performance and Payment Bonds in the amount of **One Hundred Percent (100%)** of the bid award. The Performance Bond shall be conditioned that the Successful Bidder performs the contract in the time and manner prescribed in the contract; and each bond shall be properly recorded with Palm Beach County. (As stated below)

2.11.2 The Payment Bond shall be conditioned that the Successful Bidder promptly make payments to all persons who supply the Successful Bidder in the prosecution of the work provided for in the contract and shall provide that the surety shall pay the same in the amount not exceeding the sum provided in such bonds, together with interest at the maximum rate allowed by law and that they shall indemnify and hold harmless the CITY to the extent of any and all payments in connection with the carrying out of said contract which the CITY may be required to make under the law.

2.11.3 Such bonds shall continue in effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or by the Contract Documents, with the final sum of said bonds reduced after final payment to an amount equal to **twenty-five percent (25%)** of the Contract price, or an additional bond shall be conditioned that the Successful Bidder correct any defective of faulty work or material which appear within one (1) year after final completion of the Contract, upon notification by CITY. The Warranty Bond shall cover the cost of labor as well as materials.

2.11.4 Per the requirements of Chapter 255.05 (1) (b), Florida Statutes, the Contractor shall ensure that the Bond or Bonds referenced above shall be recorded in the public records of Palm Beach County. Proof of recording must be submitted to the

City prior to issuance of a purchase order. One (1) set of original Performance and Payment Bond documents is required to be provided to the City prior to the issuance of any Notice to Proceed by the City.

2.12 SUBMITTALS

Contractor shall submit all required forms and documents as required by this contract including but not limited to bonds, insurance certificates and any required drawings within 15 days from the Award. Additionally, Contractor shall apply for all applicable licenses or permits within 15 days of the Notice to Proceed.

2.13 ASSIGNMENT OF CONTRACT

Neither this contract, nor any portion thereof, shall be assigned, except by formal approval of the Boynton Beach City Commission. No such approval will be construed as making the City a part of or to such assignment or subjecting the City to liability of any kind to any assignee. No subcontract or assignment shall, under any circumstances, relieve the Contractor of its liability and obligation under this contract, and despite any such assignment, the City shall deal directly through the Contractor only. However, if the company is sold during the life of the contract, the buying agent must provide the City with a letter signed by an officer of the new owner that can legally bind the company, stating that the firm will continue to perform the requirements of the contract under all the terms, conditions, and specifications so stated in the contract.

2.14 INSURANCE REQUIREMENTS

If a Consultant is providing a service under this Agreement, then the Consultant shall, at its sole expense, always maintain in full force and effect during the life of this Agreement, insurance coverages, and limits (including endorsements), as required by the City.

These requirements shall not in any manner limit or qualify the liabilities and obligations assumed by the Consultant under this Agreement.

All coverages shall be provided on a primary basis with the City endorsed as an Additional Insured as follows: "**The City of Boynton Beach**". The Consultant shall provide the City with a Certificate of Insurance evidencing such coverages prior to the commencement of any services and within a time frame specified by the City (normally within 2 working days after request). Failure to maintain the required insurance shall be considered a default of the Agreement.
It shall be the responsibility of the Consultant to maintain workers' compensation insurance, professional liability, property damage liability insurance, and vehicular liability insurance; during the time any of his/her personnel are working on City of Boynton Beach property. Loss by fire or any other cause shall be the responsibility of the Consultant until such time as the items and/or work have been accepted by the City. The Consultant shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B+ in accordance with A.M. Best's Key Rating Guide, latest edition.

2.15 TERMINATION

The City, by written notice, may terminate in whole or in part any Agreement resulting from this ITB when such action is in the best interest of the City.

If the Agreements(s) are so terminated the City shall be liable for only payment for services rendered prior to the effective date of termination. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.

2.15.1 DEFAULT AND TERMINATION FOR CAUSE:

The City may, by written notice of default to the Consultant, terminate the Agreement in whole or in part if the Consultant fails to satisfactorily perform any provisions of this Agreement, or fails to make progress so as to endanger performance under the terms and conditions of this Agreement, or provides repeated nonperformance, or does not remedy such failure within a period of 30 calendar days after receipt of notice from the City of Boynton Beach specifying such failure. In the event the City terminates the Agreement in whole or in part because of default of the Consultant, the City may procure goods and/or services similar to those terminated, and the Consultant shall be liable for any excess costs incurred due to this action.

If it is determined that the Consultant 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 Consultant), the rights and obligations of the parties shall be those provided in Section "Termination for Convenience".

2.15.2 TERMINATION FOR CONVENIENCE OF CITY

Whenever the interests of the City so require, terminate the Agreement, in whole or in part, for the convenience of the City. Purchasing shall give fourteen (14) business days prior written notice of termination to the Consultant, specifying the portions of the Agreement to be terminated and when the termination is to become effective. If only portions of the Agreement are terminated, the Consultant has the right to withdraw, without adverse action, from the entire Agreement.

Unless directed differently in the notice of termination, the Consultant 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 Consultant shall terminate outstanding orders and/or subcontracts related to the terminated work.

Contractor shall indemnify the City against loss pertaining to this termination.

2.15.3 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.

2.15.4 FUNDING OUT

This result of this Agreement shall remain in full force and effect only if the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

2.16 DIRECT OWNER PURCHASES

The City reserves the right to issue purchase orders for materials to either the Contractor or the City's suppliers for contracts/construction/public works-related materials when deemed in the City's best interest.

2.17 CONTRACTOR'S RESPONSIBILITY

Contractor shall provide sufficient manpower to perform work safely and expeditiously with all equipment plainly marked with the company name. All equipment provided pursuant to this agreement shall be in good and proper working order.

No work shall be performed before 8:00 AM. Exceptions to this schedule may only be made with the City's prior written approval. The Contractor shall provide a qualified, English speaking superintendent present on the site always, as a fully authorized agent of the Contractor, and capable of making on-site decisions. The Contractor shall be responsible for removing from the job site and properly disposing of all residues at the end of each workday. Any materials or equipment left on site shall be secured by the Contractor, who is fully and totally responsible for security.
Loss of materials or equipment due to theft, vandalism, etc. shall be the Contractor's responsibility. Any material left on site overnight shall be properly marked and identified to ensure public safety.

2.18 DAMAGE TO PUBLIC AND/OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, infrastructures, site amenities, utilities, finishes, irrigation systems, structures, equipment, vehicles, etc., on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced in equal or better condition at no additional cost to the City. The Contractor shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, immediately make all repairs, replacements and dressings to damaged materials, to the approval of the City, at no additional cost to the City. In the event of damage to public and/or private property, the Contractor shall immediately contact the assigned Project Manager and inform the appropriate staff member about the location and extent of the damages.

2.19 PERMITS AND LICENSES

The successful Proposer shall be responsible for securing all necessary City, County, State, Federal or other permits as may apply for this project. Proposer shall submit copies of all permits to City.

2.20 SITE INSPECTION – CITY

All work will be conducted under the general direction of the Public Works Department and Building Department of the City of Boynton Beach and is subject to inspection by the appointed inspectors to ensure compliance with the terms of the contract. No inspector is authorized to change any provision of the specifications without written authorization from the aforementioned agencies nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract.

2.21 WAIVER OF LIENS

Prior to Final Payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, subcontractors, and/or Contractors who worked on the project that is subject of

the Agreement. Payment of the invoice and acceptance of such payment by the Contractor shall release the CITY from all claims of liability to the Contractor about the Agreement.

2.22 PAYMENT

Payment will be made monthly for work that has been completed, inspected and properly invoiced. A retainage of five percent (5%) will be deducted from each monthly payment through project completion, upon City review and approval. Retainage monies will be released upon satisfactory completion and final inspection of the specific work order. Invoices must bear the bid number, project name, project number, and purchase order number. The City has up to twenty-five (25) business days to review, approve and pay all invoices after receipt of an approved invoice. The Contractor shall invoice the City and provide a written request to the City to commence the one-year warranty period following the completion of all work, inspections, certificates of approvals, punch lists, etc., in accordance with the Contract Documents. All necessary Release of Liens and Affidavits shall be processed before the warranty period. All payments shall be governed by the Florida Prompt Payment Act, F.S., Part VII, Chapter 218.

2.23 CONTRACT DOCUMENTS

The contract documents shall consist of the Standard Form of Agreement, Bid Proposal (including all associated attachments, exhibits, appendices, etc.) executed and submitted by the Contractor, plans and specifications (where applicable), any addenda or bond(s), insurance certificate(s), and the City's Resolution awarding the bid. Any change orders which may be issued after the award of the contract. All documentation MUST be uploaded to the City's website.

2.24 CHANGE ORDERS

Without invalidating the contract, without any monetary compensation, and without notice to any surety, the City reserves and shall have the right to make increases, decreases or other changes to the work as may be considered necessary or desirable to complete the proposed construction in a satisfactory manner. The Contractor shall not start work pursuant to the change order until such change order setting forth the adjustments is approved by the City and executed by the City and Contractor. Once the change order is so approved, the Contractor shall promptly proceed with the work.

2.25 CHANGES TO SCOPE AND ADDITIONAL SERVICES

CITY or CONTRACTOR may, from time to time, request changes that would increase, decrease, or otherwise modify the scope of services, as described in the specifications, to be provided under this Agreement subject to the requirements.

Such changes or additional work must be in accordance with the provisions of the CITY's Code of Ordinances, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

CONTRACTOR shall continue to render services while seeking a change order unless such services have not been authorized herein, by written amendment, or change order.

Services to be performed while seeking a change order which have not been described herein or in a separate written amendment or change order shall be performed at the

CONTRACTOR'S own risk. In no event will the CONTRACTOR be compensated for any work which has not been described either herein or in a separate written amendment or change order.

2.26 CHANGES IN THE WORK/CONTRACT PRICE

2.26.1 CONTRACT PRICE

The Contract Price constitutes total compensation (subject to authorized adjustments, if applicable) payable to the Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Price or Time except as approved in writing by the Project Manager.

2.26.2 CHANGE ORDER

The Contract Price and/or Time may only be changed by a Change Order. A fully executed change order for any extra work must exist before such extra work is begun. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than 15 calendar days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. The amount of the claim with supporting data shall be delivered (unless the Owner/Engineer/Project Manager allows an additional period to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts to which the claimant is entitled because of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this Paragraph.

2.27 CHANGES IN CONTRACT TIME

2.27.1 CHANGE ORDER

The Contract Time may only be changed by a Change Order. A fully executed change order must exist prior to extension of the contract time.

2.27.2 NOTICE

Any claim for an increase or decrease in the Contract Time shall be based on written notice delivered by the party making the claim to the other party promptly (but in no event later than **fifteen (15)** calendar days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Contractor hereby agrees to waive rights to recover any lost time or incurred costs from delays unless Contractor has given the notice and the supporting data required by this Paragraph.

2.27.3 BASIS FOR EXTENSION

Extensions of time shall be considered and will be based solely upon the effect of delays to the work as a whole. Extensions of time shall not be granted for delays to the work, unless the Contractor can clearly demonstrate that such delays did or will, in fact, delay the progress of work as a whole. Time extensions shall not be allowed for delays to parts of the work that are not on the critical path of the project schedule. Time extensions shall not be granted until all float or contingency time, at the time of delay, available to absorb specific delays and associated impacts is used. Extensions of time for delays due to Contractor's inability to perform work in

a timely manner, failure to properly coordinate work that causes adverse impact on the project schedule or negligence to properly sequence the work in a manner to meet all project obligations in accordance with the Contract Documents shall not be accepted.

2.28 CITY'S OPTION

In the event satisfactory adjustment cannot be reached by the City and the Contractor for any item requiring a change in the contract, and a change order has not been issued, the City reserves the right at its sole option to terminate the contract or remove contract scope as it applies to those items in question and make such arrangements as the City deems necessary to complete the work. The City may recover from the Contractor as damages, the difference between the contract cost for the scope of work and actual cost to perform said work by the City, together with any incidental or consequential damages (including 10% markup) but less expenses saved in consequence of the Contractor's breach. The cost of any work covered by a change order for an increase or decrease in the contract price shall be determined by mutual acceptance of a lump sum by the City and Contractor. If notice of any change in the contract or contract time is required to be given to a surety by the provisions of the bond, the giving of such notice shall be the Contractor's responsibility, and the amount of each applicable bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City. Failure of the Contractor to obtain such approval from the Surety may be a basis for termination of this Contract by the City.

2.29 LOCATION OF EXISTING UTILITIES

2.29.1 Existing GIS Utility map / Record Drawings (As-Builts) utilities may be requested or shown on the drawings. Such information is shown for design and/or general location purposes only, as the City does not guarantee any type of accuracy, completeness or date of data, as this data offered should not be considered a replacement for any due diligence (survey, location or placement of any utilities, determination of flood zones, land use, zoning, or as a description of property or property ownership) that is required by the Contractor. Prior to commencement of construction, the Contractor is responsible for locating existing city utilities affected by the construction in the field. Such utilities include but are not limited to water mains, force mains, gravity sewers, pump stations, storm sewers, public utilities, electrical, mechanical, plumbing and drain systems. The City will provide to the Contractor available construction drawings for locating existing city utilities. However, the City cannot guarantee the accuracy of drawings or any information related to existing utilities and the City will not assume responsibility or liability for damage resulting from the Contractor incorrectly locating existing utilities.

2.29.2 Damage to any of the City's utilities incorrectly located by the Contractor or his agents shall be the responsibility of the Contractor and shall be repaired and or replaced to equal or better condition at the Contractor's expense.

2.29.3 The Contractor shall also be liable for all damages and claims against or by the City arising in any way from damage or interference with such utilities.

2.29.4 No additional compensation shall be allowed to the Contractor for any delays, inconvenience or damage sustained by him due to interference and/or incorrectly locating such utilities or appurtenances.

2.29.5 Numerous utilities not owned by the City exist within the project area that may or may not have been depicted on the drawings. The Contractor shall exercise care in digging and other work so as to not damage existing utilities including overhead utilities and underground cables and pipes. The Contractor is also responsible for contacting the Sunshine State One Call Center of Florida (Sunshine) at 1-800-432-4770 to determine location of underground utilities. Calls to Sunshine must be made at least 48 hours before digging but not more than five (5) days prior. Contractor is responsible for renewing locates if job extends beyond marking period established by Sunshine. Any utility in the vicinity that is not a member of the Sunshine Service must be notified directly.

2.29.6 Should any underground obstructions be encountered that interfere with the work, the City shall be notified at once. The Contractor shall be responsible for the immediate repair of any damage caused by the work and shall be responsible for any disruption of service caused by this damage.

2.30 CONFLICT WITH EXISTING UTILITIES

Upon completion of locating existing utilities affected by the proposed construction by the Contractor, and prior to commencement of construction, the Contractor shall examine the alignment of proposed work to be constructed and identify any conflicts with existing utilities. If such conflicts exist, the Contractor shall undertake accurate surveys to determine elevations of utilities and shall notify the Engineer/Project Manager in writing seven (7) working days prior to the scheduled construction. The Engineer/Project Manager may revise the proposed design or recommend ways and means to avoid such conflicts. The Contractor may re-schedule his work so that the construction can be completed on time. No claim for down times by the Contractor shall be allowed.

2.31 CONTINGENCY FUNDING

ALL CONTINGENCY SUMS ARE CITY'S CONTINGENCY AND REMAIN THE CITY'S PROPERTY UNTIL EXPENSE IS APPROVED.

The contract price shall not include any contingency amounts. If the Contract or schedule of bid prices includes an agreed sum as a contingency, such amount is identified solely for budget purposes and remains the City's funds. The City may approve the use of contingency funds only for the purpose of defraying the expenses due to unforeseen conditions, extra work, and circumstances relating to construction unless otherwise agreed. Such contingency funds are not for use by the Contractor to cover shortfalls in the Contractor's bid amount and not for use by the City to increase the scope of work. The Contractor shall obtain prior written approval from City prior to the expenditure of contingency funds, and Contractor will be required to furnish documentation evidencing expenditures charged to contingency and/or allowances prior to the release of such funds by City. All uncommitted contingency funds shall remain the funds of City.

2.32 GRANT FUNDED PROJECT

This project is partially funded through a grant provided by the **FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**. The awarded contractor shall comply with the requirements of the grant. The grant agreement is attached as Attachment A.

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SECTION III – GENERAL TERMS AND CONDITIONS

PIONEER CANAL PARK BOAT RAMP and DRIVEWAY RECONFIGURATION PROJECT
PUBLIC WORK CONSTRUCTION PROJECT
25-078B

Unless otherwise agreed to by the City of Boynton Beach ("City"), the following Standard Terms and Conditions are applicable to this solicitation and the resulting Agreement. The term "vendor," as used below, may collectively apply to vendors, bidders, proposers, consultants, contractors, subcontractors, and subconsultants.
Any and all special conditions in this ITB or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

3.1 FAMILIARITY AND COMPLIANCE WITH LAWS, LEGAL CONDITIONS CODES AND REGULATIONS:

Before submitting a bid for this ITB, bidders shall familiarize themselves and comply with all federal, state, and local laws, including the hours of labor on municipal work in the State of Florida, the Charter of the City of Boynton, all ordinances, and regulations applicable to the services and project contemplated herein, including those applicable to conflict of interest and collusion.

Bidders must familiarize themselves with all federal, state, and local laws, ordinances, codes, and regulations that may in any way affect the goods/services offered and any other applicable federal requirements now in effect or imposed in the future. Lack of knowledge by the Bidder shall not be a cause for relief from responsibility.

3.2 CONFLICT OF INTEREST

The award is subject to all conflict-of-interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.

3.3 DISPUTES

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties.

3.4 FEDERAL AND STATE TAX:

The City of Boynton Beach is exempt from Federal and state taxes.

3.5 PURCHASE ORDER REQUIRED:

The City will not accept any goods delivered or services performed unless a duly authorized purchase order has been issued for said goods and/or services. The purchase order number must appear on all invoices, packing slips, and all correspondence concerning the order.

3.6 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:

The Proposer certifies that all material, equipment, etc., contained in this bid submission meets all O.S.H.A. requirements. Proposer further certifies that if awarded as the Consultant, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Proposer.

Proposer certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

3.7 PALM BEACH COUNTY INSPECTOR GENERAL:

The Bidder and, if awarded Contractor, is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any Agreement resulting from this solicitation and, in furtherance thereof, may demand and obtain records and testimony from the Contractor and its sub-contractor and lower-tier sub-contractors.

The Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractors or its sub-contractors or lower-tier sub-contractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a

material breach of this Agreement justifying its termination.

3.8 OTHER AGENCIES

Any Agreement(s) resulting from this ITB and from this submitted bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated to place an order for any other city, county, municipality, or agency, nor will any city, county municipality, or agency be obligated for any bills incurred by any other city, county, municipality, or agency.

Further, it is understood that each agency will issue its own purchase order or contract to the awarded Bidder(s).

3.9 VENUE AND GOVERNING LAW:

Any and all legal actions arising from or necessary to enforce this solicitation and resulting Agreement will be held exclusively in Palm Beach County and shall be interpreted according to the laws of Florida.

3.10 NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

3.10.1 The City is committed to assuring equal opportunity in awarding orders/contracts and complies with all laws prohibiting discrimination.

3.10.2 During the performance of the Agreement, the Consultant and its sub-consultants shall not discriminate against any employee or applicant for employment because of race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.

3.10.3 The Consultant will take affirmative action to ensure that employees and those of its sub-consultants are treated during employment, without regard to their race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.

3.10.4 Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.10.5 The Consultant and its sub-consultants shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

3.10.6 The Consultant further agrees that they will ensure that all sub-consultants, if any, will be made aware of and will comply with this nondiscrimination clause.

3.10.7 The Consultant understands and agrees that a material violation of this section shall be considered a material breach of this solicitation and the resulting agreement/contract and may result in termination of the agreement/contract, disqualification, or debarment of the company from participating in City contracts, or other sanctions.

3.11 INDEPENDENT CONTRACTOR RELATIONSHIP:

The Bidder and, if awarded Contractor, is, and shall be, in the performance of all work, services, and activities under this solicitation and the resulting Agreement, an independent Contractor and not an employee or agent of the City. All persons engaged in any of the work or services performed pursuant to the Agreement shall, at all times and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects, the Contractor's relationship, and the relationship of its employees, to the City shall be that of an independent contractor and not as employees or agents of the City.

3.12 OMISSION OF DETAILS

Omission of any essential details from the terms or specifications contained herein will not relieve the responding Contractor of supplying such product(s) or service as specified.

3.13 LEGAL EXPENSES:

The City 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 Agreement, or any other matter generated by or relating to the Agreement.

3.14 NO THIRD-PARTY BENEFICIARIES:

No provision of this ITB or agreement/contract to follow with a contractor 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 agreement/contract, including but not limited to any citizen or employees of the City and/or Bidder.

3.15 SCRUTINIZED COMPANIES:

By submission of a bid submission for this solicitation, Consultant, its principals, or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a bid for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

Any amount of, at the time bidding on, submitting a bid for, or entering into or renewing such Agreement, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

One million dollars or more if, at the time of bidding on, submitting a bid for, or entering into or renewing such Contract, the company: Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Syria.

3.16 NON-EXCLUSIVE

As may be applicable, the City reserves the right to acquire some or all of these goods and services through a State of Florida contract pursuant to the City's Procurement Policy, 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 an agreement/contract may be awarded.

Additionally, the City reserves the right to award other agreements for goods and services falling within the scope of this solicitation and resultant Agreement when the specifications differ from this solicitation or resultant Agreement, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant Agreement.

3.17 ENDORSEMENTS

No endorsements by the City of the goods and/or services will be used by the Proposer in any way, manner, or form. This includes the City logo on websites or other advertising materials.

3.18 DRUG-FREE WORKPLACE

The Contractor shall implement and maintain a drug-free workplace program of at least the following items:

3.18.1 Publish a statement notifying employees that 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.

3.18.2 Inform employees about the dangers of drug abuse in the workplace, the Bidder'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.

3.18.3 Give each employee engaged in providing the services that are under contract a copy of the statement specified in Item A above.

3.18.4 In the statement specified in Item A above, notify the employees that, as a condition of providing the services that are under contract, the employee will abide by the terms of the statement and will notify the Proposer 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) calendar days after such conviction or plea.

3.18.5 Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, for any employee who is so convicted or so pleads.

3.18.6 Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Section 287.087, Florida Statutes

3.19 PROHIBITED TELECOMMUNICATIONS EQUIPMENT

Bidder represents and certifies that Bidder and all Sub-contractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24

through 52.204-26. Proposer represents and certifies that Proposer and all Sub-consultants shall not provide or use such covered telecommunications equipment, system, or services during the Term.

3.20 RIGHTS IN DATA

Except if otherwise agreed to in writing, the City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Proposer pursuant to the terms of this solicitation, including but not limited to reports, memoranda or letters concerning the research and reporting tasks required.

3.21 DOCUMENTATION OF COSTS

All costs submitted shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the resulting contract/agreement shall be clearly identified and regularly accessible and provided to the City upon request.

3.22 PUBLIC RECORDS

Sealed documents received by the City in response to an Invitation to Bid are exempt from public records disclosure unless they are subject to Florida Statute 255.0518 until thirty (30) calendar days after the opening of the ITB unless the City announces intent to award sooner, in accordance with Florida Statutes 119.071.

The Consultant 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 Agreement which have been created as a part of the vendor's services or authorized by the City as a reimbursable expense, whether generated directly by the Consultant, or by or in conjunction or consultation with any other party whether or not a party to the Agreement, whether or not in privity of contract with the City or the Consultant, and wherever located shall be the property of the City.

Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. All submitted information that the responding Proposer believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07, Chapter 688, 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 City is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant 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 Agreement, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Consultant transfers the records in its possession to the City; and

D. Upon completion of the Agreement, the Contractor shall transfer to the City, at no cost to the City, all public records in the Contractor's possession. All records stored electronically by the 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. Failure of the Contractor to comply with the requirements of this Section and other applicable requirements of state or federal law shall be a material breach of the resulting Agreement. The City shall have the right to exercise all remedies available to it for breach of agreement/contract, including but not limited to the right to terminate for cause.

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

3.23 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.

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PIONEER CANAL PARK BOAT RAMP and DRIVEWAY RECONFIGURATION PROJECT
PUBLIC WORK CONSTRUCTION PROJECT
25-078B
SECTION IV – BID SCHEDULE FORM

ITEM NO	SC0125 SECTION	DESCRIPTION	EST QTY	UNIT	UNIT COST	VALUE
01 GENERAL CONDITIONS						
	1	Indemnification	1	LS	$25.00	$25.00
	2	Mobilization/Demobilization, Bonds, Insurance and General Requirements, (including special inspections, contractor's supervision, etc.) and As Built shall be limited to a maximum of six percent (6%) of the total bid price.	1	LS	$_____	$_____
		TOTAL General Conditions	**1**	**LS**		**$25.00**
02 EXISTING CONDITIONS & SITEWORK						
	1	Selective Demolition (concrete piles, wood dock, landscaping, asphalt, etc. see plans.	1	LS		$0.00
	2	Debris removal and dump fees	1	LS		
	3	Final Cleaning	1	LS		
		TOTAL EXISTING CONDITIONS & SITE WORK	**1**	**LS**		**$0.00**
03 CONCRETE						
	1	Precast ramps, cast in place conc., curbing, sidewalks, etc. see plans.	1	LS		$0.00
	2	Concrete cutting and coring, see plans.	1	LS		
		TOTAL CONCRETE	**1**	**LS**		**$0.00**
010 SPECIALTIES						
	1	Stationary wood dock	1	LS		$0.00
	2	Pressure-treated wood or composite decking	1	LS		$0.00
	3	Miscellaneous - Cleats, ladders, gangways, etc.	1	LS		$0.00
	4	Driven wood or concrete pilings	1	LS		$0.00
		TOTAL SPECIALTIES				**$0.00**
31 EARTHWORK						
	1	General site excavation and finish grading	1	LS		$0.00
	2	Site Fill	1	LS		$0.00
		TOTAL EARTHWORK				**$0.00**

32 EXTERIOR IMPROVEMENTS						
	1	Driveway paving base and New asphalt	1	LS		$0.00
	2	Landscaping and sodding	1	LS		
	3	Miscellaneous - parking and drive striping, bumpers, etc.	1	LS		
	4	Material and compacting testing services	1	LS		
	5	Surveying	1	LS		
TOTAL EXTERIOR IMPROVEMENTS			**1**	**LS**		**$0.00**
ALLOWANCES						
	1	Permit Fee reimbursement	1	LS		$38,000.00
Total Allowances			**1**	**LS**		**$38,000.00**
TOTAL BID PRICE & INDEMNIFICATION (In Numbers)						

In the event of obvious mathematical errors, the Bidder recognizes that these are clerical in nature and may be corrected by City.

For each bid item, Bidder agrees to furnish all labor, materials, tools and equipment necessary to properly perform the work described herein and on the project drawings and specifications. A more detailed description of Pay Items is located throughout the Technical Specifications. It is the intent of the City to award this bid based on the Total Base Bid for all bid items; however, the City reserves the right to award the bid by low total per item, by low total per groups of items, whichever appears to be in the best interest of the City. In the event or latent multiplication or addition errors, the Bidder recognizes that these are clerical errors and may be corrected by the Owner.

APPENDIX 'A'

DRAFT - AGREEMENT CONSTRUCTION (CONTRACTOR)

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND

PUBLIC WORKS CONSTRUCTION PROJECT AWARDEE

25-078B

THIS AGREEMENT is entered into by and 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 _____, a _____ Corporation, with a business address of _____ hereinafter referred to as the "CONTRACTOR," each a "Party" and collectively the "Parties."

WHEREAS, the City of Boynton Beach's _____ Department requires structural repairs to the Pioneer Canal Park Boat Ramp and Driveway Reconfiguration Project.

WHEREAS, _____

WHEREAS, the City's Public Works Department developed specifications to seek a contractor _____ ___.

WHEREAS, on _____, the Purchasing Division issued Invitation to Bid (ITB) No. _____ for the _____.

WHEREAS, a pre-bid meeting was held on _____, accompanied by a site visit, which was attended by several interested bidders.

WHEREAS, the ITB closed on _____, with _____ bid submissions.

WHEREAS, after reviewing the submissions, the Purchasing Division determined that _____. was the lowest responsive and responsible bidder.

WHEREAS, the CITY has selected the CONTRACTOR to perform construction services related to the _____; and,

WHEREAS, after reviewing the submissions, the Purchasing Division determined that _____ was the lowest responsive and responsible bidder.

WHEREAS, at its meeting of _____, by Resolution No. _____, the CITY Commission approved this award to CONTRACTOR and

authorized the proper CITY officials to execute this Agreement hereinafter referred to as Contract No.: _____ and used interchangeably with "contract".

NOW, THEREFORE, CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. SCOPE OF WORK AND CONTRACTOR.

CONTRACTOR shall furnish all labor, materials, equipment, services, and incidents necessary to perform all "WORK" described in the Contract Documents (as defined in Article 7 below) and related thereto for the Project. The terms and conditions of Bid No. _____ and CONTRACTOR's bid are expressly incorporated into this Agreement by reference. Any conflict or discrepancy between the terms of this Agreement, Bid No. _____, and CONTRACTOR's bid, shall be resolved pursuant to the following order of precedence (1) this Agreement, (2) Bid No. _____; and 3. CONTRACTOR's bid.

Article 2. CONSULTANT.

Shall mean the City of Boynton Beach, which has designed the Project and will assume all duties and responsibilities and will have the rights and authority assigned to CONSULTANT in connection with the completion of the WORK in accordance with the Contract Documents.

Article 3. CONTRACT TIME; TERMINATION; LIQUIDATED DAMAGES.

3.1 **Contract Time**. Upon receipt of materials including the generator, the WORK will be substantially completed within **_____ (___)** calendar days from the effective date of this Agreement, when the Contract Time commences to run as provided in paragraph **2.3** of the General Conditions and completed and ready for final inspection and payment in accordance with paragraph **14.9** of the General Conditions within **_____ (____)** calendar days from the date of Substantial Completion.

3.2 **Termination for Convenience**. This Agreement may be terminated by CITY for convenience, upon providing fourteen (14) business days of written notice to CONTRACTOR for such termination. In the event of termination, CONTRACTOR shall be paid its compensation for services performed until the termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.3 **Termination for Cause**. In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR 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) days after receipt by CONTRACTOR of written notice of such neglect or failure.

3.4 **Liquidated Damages**. The CITY and CONTRACTOR recognize and acknowledge that time is of the essence of this Contract and that the CITY will suffer financial loss if the WORK is not completed within the times specified in paragraph **3.1** above, plus any extensions thereof allowed in accordance with **Article 12** of the General Conditions. Each of the parties acknowledges that it has attempted to quantify the

damages, which would be suffered by the CITY in the event of the failure of CONTRACTOR to perform in a timely manner, but neither one has been capable of ascertaining such damages with certainty. CITY and CONTRACTOR also recognize and acknowledge the delays, expense, and difficulties involved in proving in a legal preceding the actual loss suffered by the CITY if the WORK is not completed on time. Accordingly, instead of requiring any such proof, the CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the CITY, **_____ ($_____.00)** for each day that expires after the time specified in paragraphs **3.1** for substantial completion until the WORK is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining WORK within the Contract Time or any proper extension thereof granted by the CITY, CONTRACTOR shall pay CITY **_____ ($____.00)** for each day that expires after the time specified in paragraph **3.1** for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

CITY shall pay CONTRACTOR, for the faithful performance of the Contract, in lawful money of the United States of America, and subject to the additions and deductions as provided in the Contract Documents, a total sum as follows:

Based on the Contract prices shown in the Bid Form submitted to the CITY as subsequently revised and as stated herein, a copy of such Bid Form being a part of the Contract Documents, the aggregate amount of this Contract (obtained from either the lump sum price, the application of unit prices to the quantities shown in the Bid Form or the combination of both) not to exceed: **_____ ($_____).**

Contingency Funds - ALL CONTINGENCY SUMS ARE CITY'S CONTINGENCY AND REMAIN THE CITY'S PROPERTY UNTIL EXPENSE IS APPROVED. The contract price shall not include any contingency amounts. If the Contract or schedule of bid prices includes an agreed sum as a contingency, such amount is identified solely for budget purposes and remains the city's funds. The city may approve the use of contingency funds only for the purpose of defraying the expenses due to unforeseen conditions, extra work, and circumstances relating to construction unless otherwise agreed. Such contingency funds are not for use by the Contractor to cover shortfalls in the Contractor's bid amount and not for use by the City to increase the scope of work.

Contractor shall obtain prior written approval from City prior to the expenditure of contingency funds, and Contractor will be required to furnish documentation evidencing expenditures charged to contingency and/or allowances prior to the release of such funds by City. All uncommitted contingency funds remain the funds of City.

Contingency. City and Contractor agree the Project budget shall include City's contingency, which shall be utilized as outlined above, **The Contingency shall be _____ percent or $_____ to account for any unforeseen conditions only approved by the City Manager.**

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with **Article 14** of the General Conditions. CITY will process Applications for Payment as provided in the General Conditions.

5.1 Progress Payments. CONTRACT may submit an Application for Payment as recommended by CONSULTANT, for WORK completed during the Project at intervals of not more than once a month. All progress payments will be on the basis of the progress of WORK measured by the schedule of values established in Paragraph **2.9.1** of the General Conditions and in the case of Unit Price Work based on the number of units completed or, in the event there is no schedule of values, as provided in the General Requirements.

5.2 Prior to Substantial Completion progress payments will be made in an amount equal to 90% of WORK completed, but, in each case, less the aggregate of payments previously made and less such amounts as CONSULTANT shall determine, or CITY may withhold, in accordance with paragraph **14.5** of the General Conditions.

5.3 CONTRACTOR shall submit with each Application for Payment, an updated progress schedule acceptable to the CITY and a Warranty of Title/Release of Liens relative to the Work that is the subject of the Application. Each Application for Payment shall be submitted to the CITY for approval. The CITY shall make payment to the CONTRACTOR within thirty (30) calendar days after approval by the CITY of CONTRACTOR'S Application for Payment and submission of an acceptable updated progress schedule.

5.4 Five percent (5) of all monies earned by the CONTRACTOR shall be retained by the CITY until Final Completion of the construction services purchased (defined as that point at which one hundred (100) percent of the construction of the work as defined in the Contract Schedule of Values has been performed under the contract by the CONTRACTOR) has been reached and acceptance by CITY.

5.5 The CITY may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

a. Defective Work not remedied.
b. Claims filed or reasonable evidence indicating probable filing of claims by other parties against CONTRACTOR.
c. Failure of CONTRACTOR to make payments properly to SUBCONTRACTORS or for material or labor.
d. Damage to another CONTRACTOR not remedied.
e. Liquidated damages and costs incurred by the CITY for extended construction administration.
f. Failure of CONTRACTOR to provide any document(s) required by the Contract Documents.

5.6 When the above grounds are removed or resolved, or CONTRACTOR provides a surety bond or consent of Surety, satisfactory to the CITY, which will protect the CITY in the amount withheld, payment may be made in whole or in part.

5.7 Final Payment. Upon final completion and acceptance of the WORK in accordance with paragraph **14.10** of the General Conditions, CITY shall pay the remainder of the Contract Price as recommended by CONSULTANT as provided in paragraph **14.10**. CONTRACTOR acknowledges that if final payment shall not be made until consent of surety is received by CITY.

5.8 All payments shall be governed by the Local Government Prompt Payment Act,

as set forth in Part VII, Chapter 218, Florida Statutes.

Article 6. RETAINAGE.

Within 30 calendar days after reaching the earlier of substantial completion or beneficial occupancy, the City/Owner and the CONTRACTOR will inspect the work and develop a punch list covering those items required to render complete, satisfactory, and acceptable construction services purchased by the City/Owner. The punch list will include a schedule of values that provides the estimated cost to complete each item on the punch list. If the City/Owner and CONTRACTOR are unable to agree on an item or value, the City/Owner has final discretion on whether to include an item and the amount for valuation of the cost to complete each item on the punch list.

Within 20 business days after the creation of the punch list, the remaining contract balance, including retainage, will be paid to the CONTRACTOR in less than 150 percent of the cost to complete the items on the punch list. Upon reaching final acceptance for an item or all items, the 150 percent withheld for each item will be released with final payment. For projects valued at $10 million or more, the 30-calendar day period may be extended to 45 calendar days.

Article 7. CONTRACTOR GUARANTEE.

CONTRACTOR warrants all work, materials, and equipment shall be free from damages and/or defects owing to faulty materials or workmanship for a period of one (1) year after completion of the WORK covered by this Contract. The CONTRACTOR, free of all costs to the CITY, shall replace any part of the equipment, materials, or work included in this Contract, which proves to be defective by reason of faulty materials, damages, and/or workmanship within twelve (12) month period.

Article 8. CONTRACT DOCUMENTS.

The Documents hereinafter listed shall form the Contract, and they are as fully a part of the Contract as if attached hereto:

8.1 Request for Bid
8.2 Instructions to Proposers / Bidders
8.3 Proposal Forms (including the Proposal, Schedule(s), Submission Requirements of Proposer / Bidder, and all required certificates, affidavits, and other documentation)
8.4 Contract
8.5 CONTRACTOR's Bid Bond, Performance, and Payment Bond
8.6 General Conditions for Construction
8.7 Special Terms and Conditions
8.8 City Construction Standards and Details (available online at: https://www.boynton-beach.org/engineering/new-construction-department- public-works-engineering-division)
8.9 Attachment "A" – _____
8.10 Attachment "B" – _____

Article 9. NOTICE.

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to CITY shall be mailed to:

Daniel Dugger, City Manager
City of Boynton Beach
100 East Ocean Ave, Boynton Beach, FL 33435
Telephone No. (561) 742-6000

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

And if sent to the CONTRACTOR shall be mailed to:

Article 10. INDEMNITY.

10.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents, instrumentalities, and the State of Florida, Division of Emergency Management from liability, losses or damages, including attorneys' fees and costs of defense through the conclusion of any appeals, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of or resulting from the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR, its employees, agents, partners, principals or subcontractors during the term of this Agreement or resulting thereafter. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the CITY or its officers, employees, agents, and instrumentalities as herein provided.

10.2 CONTRACTOR's aggregate liability pursuant to this indemnification provision shall not exceed one and one-half (1 1/2) times the contract price or One Million Dollars ($1,000,000) per occurrence, whichever is greater.

10.3 Upon completion of all services, obligations, and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

10.4 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

10.5 Nothing contained herein is intended nor shall be construed as a contractual waiver of the CITY's rights, limits, and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time, nor a waiver of any defense the CITY may have and shall not be construed as consent to be sued by third parties based on any claims arising under this Contract. CONTRACTOR and CITY agree that any liability of the CITY under this Contract shall be limited to the amounts set forth in Sec. 728.68, Florida Statutes.

Article 11. REIMBURSEMENT OF CONSULTANT EXPENSES.

Should the completion of this Contract be delayed beyond the specified or adjusted time limit, CONTRACTOR shall reimburse the CITY for all expenses of consulting and inspection incurred by the CITY during the period between said specified or adjusted time and the actual date of final completion. All such expenses for consulting and inspection incurred by the CITY will be charged to the CONTRACTOR and be deducted from payments due CONTRACTOR as provided by this Contract. Said expenses shall be further defined as CONSULTANT charges associated with the construction contract administration, including resident project representative costs.

Article 12. FLORIDA'S PUBLIC RECORDS LAW.

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:

12.1 Keep and maintain public records required by the CITY to perform the service;

12.2 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, Florida Statue or as otherwise provided by law;

12.3 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,

12.4 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.

12.5 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:
CITY CLERK'S OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA 33435
561-742-606
CityClerk@bbfl.US

Article 13. E-VERIFY.

13.1 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 herein below.

13.1.1 Definitions for this Section:

A. "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.

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.

13.1.2 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 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. 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.

Article 14. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING -- F.S. 287.05701.

CONTRACTOR is hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the CITY will not request documentation of or consider CONTRACTOR's social, political, or ideological interests when determining if the CONTRACTOR is a responsible CONTRACTOR. CONTRACTOR is further notified that the CITY's governing body may not give preference to a CONTRACTOR based on the CONTRACTOR's social, political, or ideological interests.

Article 15. <u>SCRUTINIZED COMPANIES.</u>

By execution of this Agreement, CONTRACTOR certifies that CONTRACTOR is not participating in a boycott of Israel. 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. CONTRACTOR 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, the CONTRACTOR 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 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.

Article 16. COVENANT AGAINST CONTINGENT FEES.

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that CONTRACTOR has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR 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 contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Article 17. MISCELLANEOUS.

17.1 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 located exclusively in Palm Beach County.

17.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

17.3 City and CONTRACTOR each binds itself, their partners, successors, assigns and legal representatives to the other party hereto, their partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

17.4 In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

17.5 Prior to final payment of the amount due under the terms of this Agreement, to the extent permitted by law, a final waiver of lien shall be required to be submitted by the CONTRACTOR, as well as all suppliers and subcontractors whom worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by CONTRACTOR shall release City from all claims of liability by CONTRACTOR in connection with this Agreement.

17.6 At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

17.7 It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, city, state, and federal agencies as applicable.

17.8 This Agreement represents the entire and integrated agreement between City and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and

entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the solicitation and the CONTRACTOR's bid proposal, this Agreement shall govern then the solicitation, and then the bid proposal.

17.9 This Agreement will take effect once signed by both parties. This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

Article 18. DEFAULT OF CONTRACT & REMEDIES.

18.1 **Correction of Work**. If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR 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.

18.2 **Default of Contract**. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

18.2.1 The abandonment of the project by CONTRACTOR for a period of more than seven (7) business days.

18.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the CITY's designee.

18.2.3 The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) calendar days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) calendar days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) calendar day period and thereafter diligently prosecutes such cure to completion.

18.2.4 The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

18.2.5 The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of

substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

18.3 **Remedies in Default**. In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.

18.3.1 Upon such declaration of default, all payments remaining due CONTRACTOR 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 Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR had the CONTRACTOR continued to perform the services under the Agreement.

18.3.2 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 CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

18.3.3 In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

18.3.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

Article 19. 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.

Article 20. UNCONTROLLABLE FORCES.

Neither the CITY nor CONTRACTOR 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.

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.

Article 21. 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.

Article 22. INDEPENDENT CONTRACTOR.

The CONTRACTOR and the CITY agree that the CONTRACTOR is an independent contractor with respect to the Work 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 CONTRACTOR nor any employee of CONTRACTOR 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 CONTRACTOR, or any employee of CONTRACTOR.

Article 23. INSURANCE.

During the performance of the Work under this Agreement, CONTRACTOR shall maintain the insurance policies required by the Insurance Advisory in the Contract Documents, and provide originals or certified copies of all policies to CITY's Risk Management. All policies shall be written by an insurance company authorized to do business in Florida. CONTRACTOR shall be required to obtain all applicable insurance coverage prior to commencing any Work pursuant to this Agreement.

Article 24. OWNERSHIP AND USE OF DOCUMENTS.

All documents, drawings, specifications and other materials produced by the CONTRACTOR 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 CONTRACTOR shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CONTRACTOR's endeavors.

Article 25. ATTORNEY'S FEES.

If either Party brings suit to enforce the Agreement, each Party shall bear its own attorney's fees and court costs.

Article 26. COMPLIANCE WITH LAWS.

CONTRACTOR shall, in performing the Work 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 Work rendered under this Agreement.

This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts, whether signed physically or electronically, 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.

CITY OF BOYNTON BEACH

_____
Ty Penserga, Mayor

_____
Date

Approved as to Form:

_____
Office of the City Attorney

Attested/Authenticated:

_____
Maylee De Jesus, City Clerk

(CONTRACTOR)

_____
(Signature)

_____
Print Name of Authorized Official

_____
Title

_____
Date

(Corporate Seal)

Attest/Authenticated:

_____
Witness

_____
Print Name

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this _____day of _____, 20__, by _____ on behalf of _____, a _____. He/she is personally known to me or has produced _____ as identification.

_____
NOTARY PUBLIC

_____
(Name of Notary Typed, Printed or Stamped)

_____
Title or Rank

_____
Serial number, if any

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: (561) 742-6310

ADDENDUM No. 1

Wednesday, September 24, 2025
25-078B – Pioneer Canal Park Boat Ramp and Driveway Reconfiguration Project
Closing Date: Friday, September 26, 2025 3:00 PM

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this Addendum shall govern. Words in strike through type are deletions from existing text. Words in underlined type are additions to existing text.

1. **Question: Can you please confirm that the $200,000 FWC contribution is unrelated to our scope of work?**

   Answer: The $200,000.00 is not related to the awarded GC's scope of work. The city will be addressing grant reimbursement with FWC.

2. **Question: Approximately eight new trees have been recently planted within the demolition limits. Who will be responsible for relocating or removing them?**

   Answer: The City will remove and relocate the trees.

3. **Question: No Geotechnical Report has been provided. I only see an attachment for the SFWMD permit. Can you please clarify?**

   Answer: The requested report has been uploaded to the Documents Section.

4. **Question: Will your team be expediting the permitting approval process? Our schedule requires project completion within 180 days.**

   Answer: The permits have already been approved. The awarded GC will apply for a change of contractor.

5. **Question: Is a DEP permit required, and if so, who will be responsible for securing it?**

   Answer: No, the work is under 1 acre so it is exempt per NPDES. SFWMD is the controlling agency. We have SFWMD ERP and ROW permits in hand.

6. **Question: Tree's at entrance of park seem to obstruct, will city have this taken care of before project begins?**

   Answer: The City will address trimming, as necessary.

7. **Question: Any information on Test piling?**

   Answer: Not required by code. However, Geotech recommends, within their report, that two test piles be installed and monitored; results will be used to finalize production pile lengths and driving criteria.

8. **Question: Any newly installed landscaping might die with no sprinkler system, can you confirm city is ok with this?**

   Answer: City confirmed new landscaping to have sprinkler coverage tied into existing system.

9. **Question: Is there a complete paving, grading and drainage plan?**

   Answer: Yes, permitted through SFWMD. Permit number 50-111126-P. Application number 240619-44410. Paving, grading, and drainage plan included in Civil drawings attached.

10. **Question: We noticed that the bid documents mention an owner form for the payment and performance bonds. Does this apply to the bid bond as well? If so, can you share said file with everyone?**

    Answer: The Bid Bond has been attached in the Documents Section.

Please acknowledge Addendum No. 1 with your bid submittal at the following link:

https://boynton-beach.bidsandtenders.net/Module/Tenders/en

If you have any further questions or require additional clarification, please submit to the Purchasing representative through the Bidding System only by clicking on the “Submit a Question” button for this specific Solicitation.

Sincerely,

City of Boynton Beach
Financial Services

25-078B - Pioneer Canal Park Boat Ramp and Driveway Reconfiguration Project

Opening Date: August 22, 2025 4:00 PM

Closing Date: September 26, 2025 3:00 PM

Vendor Details

Company Name:	Mangonia Construction Group LLC
Address:	700 S Rosemary Ave Ste 204 West Palm Beach, Florida 33405
Contact:	Gabriel Mashraghi
Email:	gabriel@mangoniacg.com
Phone:	561-346-5722
HST#:	85-2076574

Submission Details

Created On:	Wednesday September 17, 2025 08:20:03
Submitted On:	Thursday September 25, 2025 13:32:18
Submitted By:	Gabriel Mashraghi
Email:	gabriel@mangoniacg.com
Transaction #:	5dd6356d-2742-466e-b7b4-3c9c01807d0b
Submitter's IP Address:	147.243.243.168

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "**MANDATORY"** field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank.Do not enter a $0.00 dollar value.

INDEMNIFICATION

Make sure your Bid is submitted PRIOR to the deadline. Late Bids will not be accepted.
Bidder shall be responsible for inspecting, examining and verifying existing conditions.
Bidder is responsible for familiarizing themselves with the nature and extent of the contract documents, the work, the locality, and with all local conditions and regulatory requirements that may, in any manner affect costs, progress or performance of work.
Bidder agrees to furnish all labor, material, tools, qualified supervision, equipment, accessory material, required bonds, insurance, and permits necessary to complete the proper performance of the work described herein. It is the intent of the City to award this to the lowest responsive/responsible Bidder based on the Grand Total Bid Amount.
The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into a contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this bid.
This bid will remain subject to acceptance for One Hundred Twenty (120) calendar days after the day of bid opening. Bidder will sign and submit the necessary documents required by the City within fifteen (15) calendar days prior to the date of the City's Award.
Bidder has familiarized itself with the nature and extent of the contract documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
Bidder has given the City written notice of all conflicts, errors or discrepancies that it has discovered in the contract documents and the written resolution thereof by the City is acceptable to Bidder.
This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.
Bidder will complete the Work for the prices shown in the "Bid Form".
Bidder agrees that the Work will be substantially performed and complete in accordance with the schedules established herein.

Line Item	Description	Quantity	Unit	Unit Price	Total
1	Indemnification	1	Lump Sum	$25.0000	$ 25.00
				Subtotal:	$ 25.00

01 GENERAL CONDITIONS

Please Note: It is the intent of the City to award this bid based on the Total Base Bid for all bid items; however, the City reserves the right to award this bid by lowest total per location or by lowest total per groups of locations, whichever is in the best interest of the City.

Line Item	Description	Quantity	Unit	Unit Price *	Total
1	Mobilization/Demobilization, Bonds, Insurance and General Requirements, (including special inspections, contractor's supervision, etc.) and As Built shall be limited to a maximum of six percent (6%) of the total bid price.	1	Lump Sum	$48,000.0000	$ 48,000.00
				Subtotal:	$ 48,000.00

02 Existing Conditions and Site Work

Please Note: It is the intent of the City to award this bid based on the Total Base Bid for all bid items; however, the City reserves the right to award this bid by lowest total per location or by lowest total per groups of locations, whichever is in the best interest of the City.

Line Item	Description	Quantity	Unit	Unit Price *	Total
1	Selective Demolition (concrete piles, wood dock, landscaping, asphalt, etc. see plans.	1	Lump Sum	$80,000.0000	$ 80,000.00
2	Debris Removal and Dump Fee	1	Lump Sum	$28,700.0000	$ 28,700.00
3	Final Cleaning	1	Lump Sum	$3,000.0000	$ 3,000.00
				Subtotal:	$ 111,700.00

03 CONCRETE

Please Note: It is the intent of the City to award this bid based on the Total Base Bid for all bid items; however, the City reserves the right to award this bid by lowest total per location or by lowest total per groups of locations, whichever is in the best interest of the City.

Line Item	Description	Quantity	Unit	Unit Price *	Total
1	Precast ramps, cast in place conc., curbing, sidewalks, etc. see plans.	1	Lump Sum	$250,000.0000	$ 250,000.00
2	Concrete cutting and coring, see plans.	1	Lump Sum	$25,000.0000	$ 25,000.00
				Subtotal:	$ 275,000.00

010 SPECIALTIES

Please Note: It is the intent of the City to award this bid based on the Total Base Bid for all bid items; however, the City reserves the right to award this bid by lowest total per location or by lowest total per groups of locations, whichever is in the best interest of the City.

Line Item	Description	Quantity	Unit	Unit Price *	Total
1	Stationery Wood Dock	1	Lump Sum	$70,000.0000	$ 70,000.00
2	Pressure-treated wood or composite decking	1	Lump Sum	$25,000.0000	$ 25,000.00
3	Miscellaneous - Cleats, ladders, gangways, etc.	1	Lump Sum	$3,000.0000	$ 3,000.00
4	Driven wood or concrete pilings	1	Lump Sum	$60,000.0000	$ 60,000.00
				Subtotal:	$ 158,000.00

31 EARTHWORK

Please Note: It is the intent of the City to award this bid based on the Total Base Bid for all bid items; however, the City reserves the right to award this bid by lowest total per location or by lowest total per groups of locations, whichever is in the best interest of the City.

Line Item	Description	Quantity	Unit	Unit Price *	Total
1	General site excavation and finish grading	1	Lump Sum	$45,000.0000	$ 45,000.00
2	Site Fill	1	Lump Sum	$16,000.0000	$ 16,000.00
				Subtotal:	$ 61,000.00

32 EXTERIOR IMPROVEMENTS

Please Note: It is the intent of the City to award this bid based on the Total Base Bid for all bid items; however, the City reserves the right to award this bid by lowest total per location or by lowest total per groups of locations, whichever is in the best interest of the City.

Line Item	Description	Quantity	Unit	Unit Price *	Total
1	Driveway paving base and New asphalt	1	Lump Sum	$65,000.0000	$ 65,000.00
2	Landscaping and sodding	1	Lump Sum	$25,000.0000	$ 25,000.00
3	Miscellaneous - parking and drive striping, bumpers, etc.	1	Lump Sum	$4,000.0000	$ 4,000.00
4	Material and compacting testing services	1	Lump Sum	$4,500.0000	$ 4,500.00
5	Surveying	1	Lump Sum	$8,000.0000	$ 8,000.00
				Subtotal:	$ 106,500.00

ALLOWANCES

Line Item	Description	Quantity	Unit	Unit Price	Total
1	Permit Fee reimbursement	1	Lump Sum	$38,000.0000	$ 38,000.00
				Subtotal:	$ 38,000.00

Summary Table

Bid Form	Amount
01 GENERAL CONDITIONS	$ 48,000.00
02 Existing Conditions and Site Work	$ 111,700.00
03 CONCRETE	$ 275,000.00
010 SPECIALTIES	$ 158,000.00
31 EARTHWORK	$ 61,000.00
32 EXTERIOR IMPROVEMENTS	$ 106,500.00
ALLOWANCES	$ 38,000.00
Subtotal Contract Amount:	$ 798,200.00

CERTIFICATION

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we (I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation to Bid.

Line Item	Description	Response *	Options
1	Company Name	Mangonia Construction Group LLC	
2	Address	700 S Rosemary Ave ste 204,	
3	Telephone	5613465722	
4	City	West Palm Beach	
5	State	Florida	
6	Zip Code	33401	
7	Contractor's License Number	CGC1529527	
8	Federal Tax ID Number	85-2076574	
9	Email address for above signer	gabriel@mangoniacg.com	
10	Indicate which type of organization from the list in the Options Column	Limited Liability	Limited Liability

VENDOR DRUG FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:
IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision 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. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
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.
1. 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.
2. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
3. In the statement specified in subsection (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 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 each conviction.
4. Impose a section 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.
5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

Line Item	Description	Response *
1	I Hereby Acknowledge the Drug Free Information Above and Will Abide by Everything in this Section.	Yes

E-VERIFY

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts.
Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Line Item	Description	Response *
1	I Hereby Acknowledge the E-VERIFY Information Above and Will Abide By Everything in this Section.	(•) Yes ( ) No

BIDDER'S QUALIFICATION STATEMENT

Line Item	Description	Response *
1	How many years has your organization been in business under its present name?	5
2	If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute.	N/A
3	Under what former name (s) had your business operated? Also list former address(es) of that business, if any.	N/A
4	Have you ever been disbarred or suspended from doing business with any governmental entity? If Yes, explain.	No
5	Are you licensed? If Yes, attach copy of license to submission package.	Yes
6	Has your company ever declared bankruptcy? If Yes, explain.	No
7	Are you or your company in arrears to the City of Boynton Beach or have any obligations to the City, or been deemed irresponsible or unreliable to the City? If Yes, please explain.	No

SCRUTINIZED COMPANIES DETERMINATION

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, CONTRACTOR certifies that CONTRACTOR is not participating in a boycott of Israel. 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, nor 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 CONTRACTOR of the CITY's determination concerning the false certification. 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, 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 CONTRACTOR does not demonstrate that the City's determination of false certification was made in error then the City shall have the right toterminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

Line Item	Description	Response *
1	I Hereby Acknowledge the Scrutinized Companies - Florida Statute 287.135 and 215.473 Information Above and Will Abide by Everything Outlined in this Section.	(•) Yes ( ) No

FIRM'S PRIMARY OWNERSHIP

Line Item	Description	Response *	If Other Please Enter Information Here: If NONE Enter the Word NONE.
1	Does your firm employ more than 50 persons (including full-time and part-time employees)	No	
2	Is your firm a construction firm	Yes	
3	If you are a construction firm, is the average annual gross revenue for your firm for the past three years greater than $9 million?	No	
4	Which of the following best describes the gender of your firm's primary owner (at least 51% ownership)	Male	
5	Which of the following best describes the ethnicity of your firm's primary owner (at least 51%)	Hispanic/Latino	
6	Please select the current certification your firm holds: (Note: Proof of Certification must be included in Document Upload Section)	Not Applicable	
7	Indicate the agency or agencies that have granted the certification to your firm.	State of Florida	

PALM BEACH COUNTY INSPECTOR GENERAL

The Bidder if awarded Contractor, is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any Agreement resulting from this solicitation and, in furtherance thereof, may demand and obtain records and testimony from the Contractor and its sub-contractor and lower-tier sub-contractors.

The Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractors or its sub-contractors or lower-tier sub-contractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this Agreement justifying its termination.

Line Item	Description	Response *
1	I Hereby Acknowledge the Palm Beach County Inspector General Information Above and Will Abide by Everything in this Section.	Yes

REFERENCES

Please list government agencies and/or private firms with whom you have done business during the last five years:

Line Item	Company Name *	Legal Address *	Contact Name *	Phone Number *	Email Address *
1	Town of Lake Park	535 Park Ave West Palm Beach, FL 33403	John Willie	561-881-3311	jwille@lakeparkflorida.gov
2	Jazayri Construction Inc	3001 W Hallandale Beach Blvd Suite 300 Pembroke Park, FL 33009	Chris Webb	954-798-8289	christopher.webb.email@gmai.com
3	Mayfair Ft. Pierce LLC	1800 Nebraska Ave Unit 202 Ft. Pierce, FL 34950	Waseem Usmani	203-736-7365	waseem_usmani@icloud.com
4	L&W Supply	7555 Garden Road Bldg A West Palm Beach, FL 33404	Robert Haff	772-370-1889	robert.haff@lwsupply.com
5	Builder's First Source	3661 W Blue Heron Blvd Rivera Beach, FL 33404	Jason Perry	772-577-9870	jason.perry@bldr.com

Subcontractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate “TBD” (To Be Determined) or “TBA” (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

SUBCONTRACTORS

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate “TBD” (To Be Determined) or “TBA” (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

☐

By clicking here I confirm that there are no Subcontractor(s)/Subconsultant(s) and the Bidder shall perform the project with their “**OWN FORCES**”.

Line Item	Work to be Performed *	% Total Contract *	Contractor License No. *	Subcontractor Name / Address *	Subcontractor Phone/Email *
1	Landscaping	15	N/A	Manpower Irrigation 7140 Saddle Road, Lake Worth FL 33463	Luis@manpowerirrigation.com
2	Sitework	55	N/A	Luminous Group	Justin@luminousgroupllc.com
3	Asphalt	30	N/A	Full Power 1559 NE 104th Street MIAMI, FL 33138	fullpowerconcrete@gmail.com
4	N/A	N/A	N/A	N/A	N/A

Documents

Ensure your submission document(s) conforms to the following:

Documents should NOT have a security password, as City of Boynton Beach may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by City of Boynton Beach.

If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- Non Collusive Affidavit & Acknowledgement - Non Collusion Affidavit and Certification of Proposer.pdf - Wednesday September 24, 2025 10:06:31
- Scrutinized Companies and E-Verify Affidavits - Certification Pursuant to Florida Statute.pdf - Wednesday September 24, 2025 10:08:45
- Bid Bond and Bid Bond Acknowledgement - Letter Of Bondability - MCG LLC.pdf - Wednesday September 24, 2025 14:31:59
- Foreign Entity Ownership Affidavit - Affidavit of Compliance- Foreign Entity Laws.pdf - Wednesday September 24, 2025 10:06:44
- Anti Human Trafficking Affidavit - Affidavit of Compliance- Anti Human Trafficking Laws.pdf - Wednesday September 24, 2025 10:06:53
- Anti Kick Back Affidavit - Anti-Kickback Affidavit.pdf - Wednesday September 24, 2025 10:07:02
- Certificate of Insurance - Certificate of Insurance.pdf - Thursday September 25, 2025 13:21:21
- IRS Form W-9 - Mangonia Construction Group FW9 - 2024.pdf - Wednesday September 24, 2025 10:07:45
- Proof of State Certified or County Competency Licenses - License CGC 2024.pdf - Wednesday September 24, 2025 10:07:25
- Optional - Insurance Compliance Statement.pdf - Thursday September 25, 2025 13:21:53
- Additional Document (optional)

Addenda, Terms and Conditions

Unless otherwise agreed to by the City of Boynton Beach ("City"), the following Standard Terms and Conditions are applicable to this solicitation and the resulting Agreement. The term "vendor," as used below, may collectively apply to vendors, bidders, proposers, consultants, contractors, subcontractors, and subconsultants.
Any and all special conditions in this ITB or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

3.1 FAMILIARITY AND COMPLIANCE WITH LAWS, LEGAL CONDITIONS CODES AND REGULATIONS:

Before submitting a bid for this ITB, bidders shall familiarize themselves and comply with all federal, state, and local laws, including the hours of labor on municipal work in the State of Florida, the Charter of the City of Boynton, all ordinances, and regulations applicable to the services and project contemplated herein, including those applicable to conflict of interest and collusion.

Bidders must familiarize themselves with all federal, state, and local laws, ordinances, codes, and regulations that may in any way affect the goods/services offered and any other applicable federal requirements now in effect or imposed in the future. Lack of knowledge by the Bidder shall not be a cause for relief from responsibility.

3.2 CONFLICT OF INTEREST

The award is subject to all conflict-of-interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.

3.3 DISPUTES

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties.

3.4 FEDERAL AND STATE TAX:

The City of Boynton Beach is exempt from Federal and state taxes.

3.5 PURCHASE ORDER REQUIRED:

The City will not accept any goods delivered or services performed unless a duly authorized purchase order has been issued for said goods and/or services. The purchase order number must appear on all invoices, packing slips, and all correspondence concerning the order.

3.6 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:

The Proposer certifies that all material, equipment, etc., contained in this bid submission meets all O.S.H.A. requirements. Proposer further certifies that if awarded as the Consultant, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Proposer.

Proposer certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

3.7 PALM BEACH COUNTY INSPECTOR GENERAL:

The Bidder and, if awarded Contractor, is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any Agreement resulting from this solicitation and, in furtherance thereof, may demand and obtain records and testimony from the Contractor and its sub-contractor and lower-tier sub-contractors.

The Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractors or its sub-contractors or lower-tier sub-contractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this Agreement justifying its termination.

3.8 OTHER AGENCIES

Any Agreement(s) resulting from this ITB and from this submitted bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated to place an order for any other city, county, municipality, or agency, nor will any city, county municipality, or agency be obligated for any bills incurred by any other city, county, municipality, or agency.

Further, it is understood that each agency will issue its own purchase order or contract to the awarded Bidder(s).

3.9 VENUE AND GOVERNING LAW:
Any and all legal actions arising from or necessary to enforce this solicitation and resulting Agreement will be held exclusively in Palm Beach County and shall be interpreted according to the laws of Florida.

3.10 NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT
3.10.1 The City is committed to assuring equal opportunity in awarding orders/contracts and complies with all laws prohibiting discrimination.
3.10.2 During the performance of the Agreement, the Consultant and its sub-consultants shall not discriminate against any employee or applicant for employment because of race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.
3.10.3 The Consultant will take affirmative action to ensure that employees and those of its sub-consultants are treated during employment, without regard to their race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.
3.10.4 Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
3.10.5 The Consultant and its sub-consultants shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
3.10.6 The Consultant further agrees that they will ensure that all sub-consultants, if any, will be made aware of and will comply with this nondiscrimination clause.
3.10.7 The Consultant understands and agrees that a material violation of this section shall be considered a material breach of this solicitation and the resulting agreement/contract and may result in termination of the agreement/contract, disqualification, or debarment of the company from participating in City contracts, or other sanctions.

3.11 INDEPENDENT CONTRACTOR RELATIONSHIP:
The Bidder and, if awarded Contractor, is, and shall be, in the performance of all work, services, and activities under this solicitation and the resulting Agreement, an independent Contractor and not an employee or agent of the City. All persons engaged in any of the work or services performed pursuant to the Agreement shall, at all times and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects, the Contractor's relationship, and the relationship of its employees, to the City shall be that of an independent contractor and not as employees or agents of the City.

3.12 OMISSION OF DETAILS
Omission of any essential details from the terms or specifications contained herein will not relieve the responding Contractor of supplying such product(s) or service as specified.

3.13 LEGAL EXPENSES:
The City 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 Agreement, or any other matter generated by or relating to the Agreement.

3.14 NO THIRD-PARTY BENEFICIARIES:
No provision of this ITB or agreement/contract to follow with a contractor 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 agreement/contract, including but not limited to any citizen or employees of the City and/or Bidder.

3.15 SCRUTINIZED COMPANIES:
By submission of a bid submission for this solicitation, Consultant, its principals, or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a bid for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:
Any amount of, at the time bidding on, submitting a bid for, or entering into or renewing such Agreement, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
One million dollars or more if, at the time of bidding on, submitting a bid for, or entering into or renewing such Contract, the company:
Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Syria.

3.16 NON-EXCLUSIVE

As may be applicable, the City reserves the right to acquire some or all of these goods and services through a State of Florida contract pursuant to the City's Procurement Policy, 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 an agreement/contract may be awarded.
Additionally, the City reserves the right to award other agreements for goods and services falling within the scope of this solicitation and resultant Agreement when the specifications differ from this solicitation or resultant Agreement, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant Agreement.

3.17 ENDORSEMENTS
No endorsements by the City of the goods and/or services will be used by the Proposer in any way, manner, or form. This includes the City logo on websites or other advertising materials.

3.18 DRUG-FREE WORKPLACE
The Contractor shall implement and maintain a drug-free workplace program of at least the following items:
3.18.1 Publish a statement notifying employees that 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.
3.18.2 Inform employees about the dangers of drug abuse in the workplace, the Bidder'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.
3.18.3 Give each employee engaged in providing the services that are under contract a copy of the statement specified in Item A above.
3.18.4 In the statement specified in Item A above, notify the employees that, as a condition of providing the services that are under contract, the employee will abide by the terms of the statement and will notify the Proposer 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) calendar days after such conviction or plea.
3.18.5 Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, for any employee who is so convicted or so pleads.
3.18.6 Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Section 287.087, Florida Statutes.

3.19 PROHIBITED TELECOMMUNICATIONS EQUIPMENT
Bidder represents and certifies that Bidder and all Sub-contractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Proposer represents and certifies that Proposer and all Sub-consultants shall not provide or use such covered telecommunications equipment, system, or services during the Term.

3.20 RIGHTS IN DATA
Except if otherwise agreed to in writing, the City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Proposer pursuant to the terms of this solicitation, including but not limited to reports, memoranda or letters concerning the research and reporting tasks required.
3.21 DOCUMENTATION OF COSTS
All costs submitted shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the resulting contract/agreement shall be clearly identified and regularly accessible and provided to the City upon request.

3.22 PUBLIC RECORDS
Sealed documents received by the City in response to an Invitation to Bid are exempt from public records disclosure unless they are subject to Florida Statute 255.0518 until thirty (30) calendar days after the opening of the ITB unless the City announces intent to award sooner, in accordance with Florida Statutes 119.071.

The Consultant 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 Agreement which have been created as a part of the vendor's services or authorized by the City as a reimbursable expense, whether generated directly by the Consultant, or by or in conjunction or consultation with any other party whether or not a party to the Agreement, whether or not in privity of contract with the City or the Consultant, and wherever located shall be the property of the City.
Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. All

submitted information that the responding Proposer believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07, Chapter 688, 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 City is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant 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 Agreement, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Consultant transfers the records in its possession to the City; and
D. Upon completion of the Agreement, the Contractor shall transfer to the City, at no cost to the City, all public records in the Contractor's possession. All records stored electronically by the 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. Failure of the Contractor to comply with the requirements of this Section and other applicable requirements of state or federal law shall be a material breach of the resulting Agreement. The City shall have the right to exercise all remedies available to it for breach of agreement/contract, including but not limited to the right to terminate for cause.

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

3.23 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.

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - Gabriel Mashraghi, Owner, Mangonia Construction Group LLC
The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
25-078B Pioneer Canal Park Boat Ramp and Driveway Reconfiguration Project Wed September 24 2025 04:01 PM	☑	2

NON-COLLUSION AFFIDAVIT AND CERTIFICATION OF PROPOSER

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

State of Florida)
:
County of Palm Beach)

Gabriel Adel Mashraghi, being first duly sworn, deposes and says that:

1) He/She is Owner (Title) of Mangonia Construction Group (Name of Corporation or Integrator), the proposer that has submitted the attached BID:

2) He/She is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;

3) By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion;

4) Further, the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, integrator or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, integrator or person to fix the price or prices in the attached BID or of any other bidder, or to fix any overhead, profit or cost element of the BID price or the BID price of other proposer or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **City of Boynton Beach** or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6) BIDDER shall disclose below, to their best knowledge, any City of Boynton Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2022), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Boynton Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

7) Failure to submit this executed statement as part of the bid shall make the bid non-responsive and not eligible for award consideration. In the event the BIDDER does not indicate any names, the CITY shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a BIDDER to disclose any

relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	RELATIONSHIP

Witnesses:

Kevin Peterford
Typed name:

Typed name:

BIDDER:

Signed:
Name: Gabriel Mashraghi
Title: Owner

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 16 day of September, 2025, by Gabriel Mashraghi, who is personally known to me or who has produced FLDL#M218-750-98-700-0 as identification.

Subscribed and sworn to before me
This 16 day of September, 20 25

PAOLA E. VALERO
Notary Public, State of Florida
Commission# HH 459707
My comm. expires Oct. 30, 2027

Notary Public (Signature)

My Commission Expires: 10/30/2027

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR THE BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

TO BE COMPLETED AND UPLOADED ONLINE

I, Gabriel Mashraghi - Owner, on behalf of Mangonia Construction Group LLC certify

Print Name and Title — Company Name

that Mangonia Construction Group LLC does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

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 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 Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

1) Contracting with companies for goods or services if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to Section 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Vendor, I hereby certify that the company identified above in the section entitled "Vendor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may

subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Mangonia Construction Group LLC

COMPANY NAME

SIGNATURE

Gabriel Mashraghi

PRINT NAME

Owner

TITLE

9/16/25

DATE

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 16 day of September, 2025 by Gabriel Mashraghi, who is personally known to me or who has produced FLDL#M218-750-98-700-0 as identification.

Subscribed and sworn to before me
This 16 day of September, 2025

PAOLA E. VALERO
Notary Public, State of Florida
Commission# HH 459707
My comm. expires Oct. 30, 2027

Notary Public (Signature)

10/30/2027

My Commission Expires:

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

Project Name: Pioneer Canal Park Boat Ramp and Driveway Reconfiguration Project

Solicitation No.: 25-078B

1. Definitions:

"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 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 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. 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 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) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, 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.

3. Contract Termination

a) 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.

b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) 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.

e) If the 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 1 year after the date of termination.

Company Name:	Mangonia Construction Group LLC
Authorized Signature:	
Print Name:	Gabriel Mashraghi
Title	Owner
Date:	9/16/25
Phone:	561 346-5722

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 16 day of September, ~~2024~~ 2025, by Gabriel Mashraghi on behalf of Mangonia Construction Grap LLC. He/she is personally known to me or has produced FLDL#M218750987000 as identification.

PAOLA E. VALERO
Notary Public, State of Florida
Commission# HH 459707
My comm. expires Oct. 30, 2027

Paola E. Valero
NOTARY PUBLIC
(Name of Notary Typed, Printed or Stamped)

Notary Public
Title or Rank

HH 459707
Serial number, if any

MERCHANTS BONDING COMPANY™

September 24, 2025

RE: Principal: MANGONIA CONSTRUCTION GROUP LLC
Current Bonding Limits: $1,000,000 single, $1,000,000 aggregate
Providing Surety Needs Since: 2025

We are pleased to write to you concerning the above principal. We would anticipate no problems providing the customary performance and payment bonds for their normal scope of work should they enter into a written contract.

The surety for this principal, Merchants Bonding Company is an AM Best rated "A IX" company and is an admitted surety in all states. Merchants Bonding Company also appears on the U.S. Treasury list of approved companies.

Although this principal has our highest recommendation, execution of any final bonds would be subject to a review of the contract terms and conditions, including any requested bond forms, and also their current financial standing at the time of the request.

This letter is written for no consideration and is not a legally binding document or commitment to provide future bonds.

Please contact us with any concerns or if we can be of further service.

Jason Dettbarn, Attorney-in-Fact

ACKNOWLEDGMENT OF SURETY

State of Iowa)
County of Dallas)

On this 24th day of September, 2025, before me personally appeared Jason Dettbarn, of Merchants Bonding Company, who being sworn, stated that he/she is Attorney-In-Fact for the surety and that he/she signed this instrument for the surety.

NOTARIAL SEAL IOWA
PENNI MILLER
Commission Number 787952
My Commission Expires
January 20, 2027

Penni Miller , Notary Public
My commission expires: January 20, 2027

street 6700 Westown Parkway
West Des Moines, IA 50266-7754

mailing P.O. Box 14498
Des Moines, IA 50306-3498

toll free 800.678.8171
local 515.243.8171
fax 515.243.3854

email info@merchantsbonding.com
website merchantsbonding.com

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jason Dettbarn

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship o obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 24th day of September , 2025 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 24th day of September 2025 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 24th day of September , 2025 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

POA 0018 (5/25)

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

TO BE COMPLETED AND UPLOADED ONLINE

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: 9/16, 20 25

Signed: _____

Entity: Mangonia Construction Group LLC

Name: Gabriel Mashraghi

Title: Owner

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 16 day of September, 2025, by Gabriel Mashraghi, as Affiant for Mangonia Construction Group LLC., who is personally known to me or who has produced FL DL #M218750980 as identification.

Notary Public Signature: _____

State of Florida at Large (Seal)

Print Name: Paola E. Valero

PAOLA E. VALERO
Notary Public, State of Florida
Commission# HH 459707
My comm. expires Oct. 30, 2027

My commission expires: 10/30/2027

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

TO BE COMPLETED AND UPLOADED ONLINE

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: 9/16, 2025

Signed: _____

Entity: Mangonia Construction Group LLC

Name: Gabriel Mashraghi

Title: Owner

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 16 day of September, 2025, by Gabriel Mashraghi, as Affiant for Mangonia Construction Group LLC, who is personally known to me or who has produced FL DL #M215750987060 as identification.

Notary Public Signature: _____

State of Florida at Large (Seal)

Print Name: Paola E. Valero

PAOLA E. VALERO
Notary Public, State of Florida
Commission# HH 459707
My comm. expires Oct. 30, 2027

My commission expires: 10/30/2027

ANTI-KICKBACK AFFIDAVIT

TO BE COMPLETED AND UPLOADED ONLINE

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein submitted will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: _____
NAME - SIGNATURE

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing document was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 16 day of September, 2025 by Gabriel Mashraghi, as Affiant of Mangonia Construction Group LLC, who is personally known to me or who has produced FL DL # M218-758-98-700-0 as identification.

Sworn and subscribed before me
this 16 day of September, ~~2024~~ 2025

Printed Information:

Gabriel Mashraghi
NAME

Owner
TITLE

Paola E. Valero
NOTARY PUBLIC, State of Florida
at Large

PAOLA E. VALERO
Notary Public, State of Florida
Commission# HH 459707
My comm. expires Oct. 30, 2027

"OFFICIAL NOTARY SEAL" STAMP

Mangonia Construction Group LLC
COMPANY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/25/2024

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 Brewster-Allen-Wichert, Inc 500 Montauk Highway Suite N West Islip, NY 11795	**CONTACT NAME:** Jacqueline Dobbins **PHONE (A/C, No, Ext):** 631-661-6060 **FAX (A/C, No):** **E-MAIL ADDRESS:** jdobbins@bawins.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** Western World Insurance Company — A0873
INSURED Mangonia Construction Group LLC 225 33rd Court West Palm Beach, FL 33407	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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	✓ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ✓ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X	X	NPP8982160	10/18/2023	10/18/2024	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ Included
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is included as Additional Insured, including Waiver of Subrogation on a Primary basis

CERTIFICATE HOLDER

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

Steven Etimos

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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.)

Gabriel Mashraghi

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

Mangonia Construction Group LLC

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) . . . . S

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) _____

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 . . . . . ☐

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) _____

(Applies to accounts maintained outside the United States.)

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

700 S Rosemary Ave STE 204

6 City, state, and ZIP code

West Palm Beach, FL 33405

Requester's name and address (optional)

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

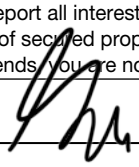
8	5	–	2	0	7	6	5	7	4

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**  **Date** 5/17/24

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

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid).

• Form 1099-DIV (dividends, including those from stocks or mutual funds).

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).

• Form 1099-NEC (nonemployee compensation).

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).

• Form 1099-S (proceeds from real estate transactions).

• Form 1099-K (merchant card and third-party network transactions).

• Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).

• Form 1099-C (canceled debt).

• Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

• An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MASHRAGHI, GABRIEL ADEL

MANGONIA CONSTRUCTION GROUP LLC
225 33RD COURT
WEST PALM BEACH FL 33407

LICENSE NUMBER: CGC1529527

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/02/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

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Insurance Compliance Statement

Mangonia Construction Group affirms that prior to the commencement of any work, we will meet and maintain all insurance standards required for this project, including general liability, workers' compensation, and any other coverage as specified in the contract documents. Certificates of insurance will be provided upon request as evidence of compliance.

Best Regards,

G.M

Gabriel Mash

Owner

Mangonia Construction Group LLC

25-078B

Pioneer Canal Park Boat Ramp and Driveway Reconfiguration Project

Closing Date: Friday, September 26, 2025

Submission Summary

Vendor	City/Province	Submission Name	Unofficial Value or Notes
Mangonia Construction Group LLC	West Palm Beach, Florida	Submission 1	$798,200.00
anzco inc	Boca Raton , florida	Submission 1	$867,035.00
West Construction, Inc.	Lantana, Florida	Submission 1	$894,211.65
Igmar Enterprises LLC	Sunrise, FL	Submission 1	$913,019.53

Andrew Rozwadowski — Andrew Rozwadowski, CPPB, NIGP-CPP

Witness (Print Name) | Signature | Date

Witness (Print Name) | Signature | Date

Witness (Print Name) | Signature | Date

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH
AND
MANGONIA CONSTRUCTION GROUP, LLC.
FOR
PIONEER CANAL PARK BOAT RAMP AND DRIVEWAY RECONFIGURATION PROJECT

This Construction Contract (the "Agreement") is entered into by and 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 Mangonia Construction Group, LLC., a Florida Limited Liability Company authorized to do business in the State of Florida, with a business address of 700 S. Rosemary Avenue STE 204, West Palm Beach, Florida 33401, hereinafter referred to as the "Contractor," (each a "Party" and collectively the "Parties").

WHEREAS, _ the City of Boynton Beach Public Works Department requires structural repairs for the Pioneer Canal Park Boat Ramp and Driveway Reconfiguration Project; and

WHEREAS, the City was awarded a partial grant funding from the Florida Fish and Wildlife Conservation Commission in an amount not to exceed Eight Hundred Sixteen Thousand, Two Hundred Thirty-Eight Dollars and Eighty Cents ($816,238.80)

WHEREAS, on August 22, 2025, the Purchasing Division issued Invitation to Bid (ITB) No. 25-078B (the "ITB") for the Pioneer Canal Park Boat Ramp And Driveway Reconfiguration Project (the "Project"); and

WHEREAS, Contractor responded to the ITB by submitting its Bid dated September 26, 2025 (the "Bid"); and

WHEREAS, the City has selected the Contractor to perform construction services related to the Project; and,

WHEREAS, at its meeting of _____, by Resolution No. _____, the City Commission approved this award to the Contractor and authorized the proper City officials to execute this Agreement.

NOW, THEREFORE, City and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. SCOPE OF WORK.

The Contractor shall furnish all construction services necessary for the complete and proper construction of the Project, if not expressly indicated or called for in the Contract Documents (as defined in Article 10 below), and includes all labor, equipment, machinery, tools, materials, manufactured articles, supplies, documents, permits, traffic control, transportation, security, and other services and incidentals, including fuel, power, light, water, sanitary facilities, temporary facilities, and essential communications, and the costs of bonds, insurance, permitting, taxes warranties, general conditions, overhead and miscellaneous costs or expenses, necessary to construct the Project as described in the ITB and shown in the Contract Drawings and described

in the technical specifications for the Project, and to fulfill Contractor's obligations under this Agreement as described in the Scope of Work detailed in the ITB (collectively the "Project" or the "Work").

Article 2. CONSULTANT.

Shall mean The City of Boynton Beach, who has designed the Project and will assume all duties and responsibilities and will have the rights and authority assigned to the Consultant in connection with the completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME, TERMINATION, LIQUIDATED DAMAGES.

3.1 **Contract Time**. Time is of the essence for this Agreement. The Contractor shall proceed with the Work and conform to the Project Schedule attached as **Exhibit A**. Work shall commence on the date Notice to Proceed is issued by the City and be fully completed in accordance with the General Conditions, with such extensions of time as are provided in the General Conditions (the "Contract Time"). The Work will be substantially completed within One Hundred Fifty (150) calendar days from the issuance of Notice to Proceed when the Contract Time commences to run as provided in **Paragraph 2.3** of the General Conditions and completed and ready for final inspection and payment in accordance with **Paragraph 14.9** of the General Conditions within Thirty (30) calendar days from the date of Substantial Completion (the "Contract Time").

3.2 **Termination for Convenience**. This Agreement may be terminated in whole or in part by City for convenience, without cause, upon providing seven (7) business days' written notice to Contractor for such termination in accordance with **Paragraph 15.3** of the General Conditions. Upon such termination, the Contract Price earned to the date of termination shall be paid to the Contractor, but the Contractor waives any claim for damages, including loss of profits, arising out of or related to the early termination. Contractor may not recover overhead or profit for Work not performed. Those Agreement provisions that, by their nature, survive final payment shall remain in full force and effect.

3.3 **Termination for Cause**. In addition to all other remedies available to City, this Agreement shall be subject to cancellation by City for cause, should Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained or as set forth in **Paragraph 15.2** of the General Conditions, if such neglect or failure shall continue for thirty (30) days after receipt by Contractor of written notice of such neglect or failure. If Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify City against loss pertaining to this termination.

If the City terminates this Agreement for cause, the Contractor shall not be relieved from any of its obligations under the Contract Documents and shall not be entitled to receive any further payment until the City's costs to complete the Work are determined. In no event shall the Contractor receive any payment for Work finished by the City.

The City shall determine its costs incurred in completing the Work, including fees and charges to contractors, fees of engineers/architects, attorney and other professional fees, court costs, and other damages incurred by the City. The City shall not be required to obtain the lowest price for the Work to be performed, but the costs paid by the City must be reasonable. If the Contract Price exceeds the City's costs to finish the Work, the City shall retain the excess. If the City's costs exceed the unpaid balance, the Contractor shall

pay the difference to the City. This obligation for payment shall survive the termination of this Agreement and final payment.

If the Contractor's Surety is directed or agrees to complete the Work, all payments due after termination shall be made to the Surety until the Work is complete and/or the Contract price has been expended. The Surety shall then be responsible for all of the obligations and duties of the Contractor under the Contract Documents and shall be bound by the conditions of the Contract Documents, this Agreement, and the Bond to fulfill all obligations of the Contract Documents for the Contract Price in effect as of termination. The Surety may not assign those obligations without the City's written consent. The Surety shall be responsible for paying all costs relating to the Contractor's termination. Contractor and its Surety shall be jointly and severally liable for all costs over the Contract Price for completion of the Work and Liquidated Damages.

If, upon termination for cause, it is determined that the Contractor was not in default, the rights and obligations of the Parties shall be as if the notice of termination had been issued for the City's convenience.

3.4 **Contractor Obligations Upon Termination**. Upon receipt of written notice from City of termination, Contractor shall: (i) cease operations as directed by City in the notice; (ii) take actions necessary, or that City may direct for the protection and preservation of the Work; (iii) except for Work directed to be performed before the effective date of termination stated in the notice, and if directed by City, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders; and (iv) turn over all marked up Construction Drawings and record set documents showing progress to date. The City may assume and become liable at its sole discretion for obligations, commitments, and unsettled contractual claims that the Contractor has previously undertaken or incurred in good faith in connection with said project. City shall reimburse Contractor for any unpaid and earned project cost as of the termination date, less damages or setoffs applicable under the Contract Documents. The Contractor shall, as a condition of receiving the payments referred to herein, execute and deliver all such papers and take all such steps, including the legal assignment of its contractual rights, as the City may require for fully vesting in it the rights and benefits of the Contractor under such obligations or commitments.

3.5 **Liquidated Damages**. The City and Contractor recognize and acknowledge that time is of the essence for the Contractor's performance of this Agreement and that the City will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with **Article 12** of the General Conditions.

The Contractor shall pay the City Five Hundred Dollars ($500.00) per calendar day for each day or part of a day after scheduled substantial completion, as specified in Paragraph 3.1 that Substantial Completion is not achieved until the Work is substantially complete.

After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the City, Contractor shall pay City Two Hundred Fifty ($ 250.00) per calendar day for each day or part of a day that final completion is not achieved after the time specified in Paragraph **3.1** for final completion and readiness for final payment.

(the "Liquidated Damages").

The Contractor further acknowledges that the City is entitled to deduct any Liquidated Damages to which the City is entitled from the final payment to the Contractor. If the amount of Liquidated Damages due to the City exceeds the final payment amount, the Contractor shall pay the difference to the City. This obligation for payment shall survive the expiration or termination of this Agreement and final payment. The City does not waive any rights or other remedies under this Agreement by collecting Liquidated Damages. Liquidated Damages will continue to be charged in the event of the Contractor's default and continuation of the Work by City or Surety.

The Parties agree that the amounts established in this section are not penalties but are Liquidated Damages to the City for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated Damages are hereby fixed and agreed upon between the Parties based on (1) mutual recognition of the impossibility of precisely ascertaining the amount of damages that the City will sustain as a consequence of the Contractor's failure to obtain Substantial Completion, Final Completion, or both timely; and (2) both Parties' desire to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to achieve Substantial Completion, Final Completion, or both, on time. These Liquidated Damages shall apply separately to each portion of the Project for which a deadline for Substantial Completion, Final Completion, or both is given. Liquidated Damages do not address costs incurred by the City or Consultant in having the Consultant administer the construction of the Project beyond the deadlines for Substantial Completion, Final Completion, or both. The Contractor is separately responsible to the City for the actual costs referenced above, pursuant to Article 13.

Article 4. CONTRACT PRICE.

The City agrees to pay the Contractor for the completion of all Work and the Project, and the Contractor will accept, as full compensation for the completion of the Work, a total sum as follows:

Based on the Contract Price(s) shown in the Bid Form submitted to the City as may have been subsequently negotiated and as stated herein, a copy of such Bid Form attached hereto as **Exhibit B**, the aggregate amount of this Agreement (obtained from either the lump sum price, the application of unit prices to the quantities shown in the Bid Form or the combination of both) not to exceed: **Seven Hundred Ninety Eight Thousand, Two Hundred Twenty Five Dollars and Zero Cents** ($798,225.00) (the "Contract Price"), subject only to adjustment as provided in the General Conditions.

Contingency Funds. All contingency sums are the City's contingency and remain the City's property until the expense is approved. The Contract Price shall not include any contingency amounts. If this Agreement or schedule of bid prices includes an agreed sum as a contingency, such amount is identified solely for budget purposes and remains the City's funds. The City may approve the use of contingency funds only to defray expenses due to unforeseen conditions, extra work, and circumstances relating to construction, unless otherwise agreed. Such contingency funds are not for use by the Contractor to cover shortfalls in the Contractor's bid amount, nor for use by the City to increase the scope of work.

Contractor shall obtain prior written approval from the City before the expenditure of contingency funds, and Contractor will be required to furnish documentation evidencing expenditures charged

to contingency and/or allowances before the release of such funds by the City. All uncommitted contingency funds remain the funds of the City.

Contingency. City and Contractor agree that the Project budget shall include City's contingency, which shall be utilized as outlined above. The Contingency shall be 10% or $ 79,822.50 to account for any unforeseen conditions only approved by the City Manager.

Article 5. PAYMENT PROCEDURES.

The Contractor shall submit Applications for Payment in accordance with **Article 14** of the General Conditions. The City will process Applications for Payment as provided in the General Conditions.

5.1 Progress Payments.

A. The Contractor may submit an Application for Payment as recommended by the Consultant for Work completed at intervals of no more than once a month. All progress payments will be based on the progress of Work measured by the schedule of values established in **Paragraph 2.9.1** of the General Conditions and, in the case of Unit Price Work, based on the number of units completed or, in the event there is no schedule of values, as provided in the General Requirements. The Schedule of Values must be reviewed and approved by the City before the first Application for Payment is submitted

B. Before Substantial Completion, progress payments will be made in an amount equal to 95% of the Work completed, but, in each case, less the aggregate of payments previously made and less such amounts as the Consultant shall determine, or the City may withhold, in accordance with **Paragraph 14.5** of the General Conditions.

C. Contractor shall submit with each Application for Payment, an updated progress schedule acceptable to the City and a Warranty of Title/Release of Liens relative to the Work that is the subject of the Application. Each Application for Payment shall be submitted to the City for approval. The City shall pay the Contractor within thirty (30) calendar days after approval by the City of the Contractor's Application for Payment and submission of an acceptable updated progress schedule.

5.2 **Withheld Payments**. The City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss if:

a. Defective Work or material is not remedied.
b. Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor.
c. The Contractor fails to properly pay subcontractors for materials or labor or vendors and manufacturers for equipment, supplies, and materials.
d. Damage to the City or another Contractor that remains unresolved.
e. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price.
f. Reasonable evidence that the Work cannot be completed within the schedule.
g. Repeated failures to carry out the Work in accordance with the Contract Documents.
h. The Contractor is in default of any condition of this Agreement.
i. The Contractor fails to submit information required by this Agreement.

j. Lapse of Contractor's insurance coverage.
k. Claims filed or reasonable evidence indicating public filing of claims by the City or third parties against the Contractor.
l. The City has the right to claim Liquidated Damages or costs incurred by the City for extended construction administration.
m. Failure of Contractor to provide any document(s) required by the Contract Documents.

When the above grounds are removed or resolved, or the Contractor provides a Performance Bond, Surety Bond, or consent of Surety satisfactory to the City, which will protect the City in the amount withheld, payment may be made in whole or in part.

5.3 **Retainage**. All retainage shall be withheld in accordance with Florida law, including but not limited to Sections 255.077 and 255.078, Fla. Stat. The City shall withhold retainage of five percent (5%) of all monies earned by the Contractor from each progress payment paid to the Contractor until Final Completion of the Work (defined as that point at which the Contractor has performed one hundred percent (100%) of the Work) has been reached and acceptance by City.

Within 30 calendar days after reaching the earlier of substantial completion or beneficial occupancy, the City and the Contractor will inspect the Work and develop a punch list covering those items required to render complete, satisfactory, and acceptable Work. The punch list will include a schedule of values that provides the estimated cost to complete each item on the punch list. If the City and Contractor cannot agree on an item or value, the City has final discretion on whether to include an item and the amount for valuation of the cost to complete each item on the punch list.

Within twenty (20) business days after the creation of the final punch list, the City shall pay the Contractor the remaining contract balance, including any retainage, less one hundred fifty percent (150%) of the amount listed in the final punch as the cost to complete the punch list items. Upon final acceptance for an item or all items, the 150 percent withheld for each item will be released with the final payment. For projects valued at $10 million or more, the 30 calendar days may be extended to 45 calendar days.

If the City has grounds under Florida law to continue to retain all or a portion of the requested retainage, the City may continue to hold all retainage. If the Work is not on schedule when the request for payment of retainage is submitted, the City may continue to hold all retainage and charge the Contractor all applicable Liquidated Damages authorized by Article 3 above.

5.4 **Final Payment**. Upon completion of all requirements for substantial completion and final completion and acceptance of the Work in accordance with **Paragraph 14.10** of the General Conditions, the City shall pay the remainder of the Contract Price and release any retainage, as recommended by the Consultant as provided in **Paragraph 14.10**. The Contractor acknowledges that final payment shall not be made until the City receives a consent of Surety. Additionally, before final payment, the Contractor shall submit a final waiver and release of lien, as well as final releases from all suppliers and subcontractors who worked on the Project. The making and acceptance of the final payment shall constitute a waiver and release of all claims by the Contractor, except those previously made in writing and still unsettled. If the Contractor fails to submit all documents required for final payment within one (1) year after final completion, any amounts owed as final

payment shall be forfeited. The City shall provide written notice to the Contractor at least sixty (60) days before forfeiture. Forfeiture will not apply to documents that are the subject of existing claims or pending legal proceedings.

5.5 **Local Government Prompt Payment Act**. All payments shall be governed by the Local Government Prompt Payment Act, as outlined in Part VII, Chapter 218, Fla. Stat.

5.6 **Payment Where Public Construction Bond Required**. If this Agreement requires the Contractor to provide a Public Construction Bond of Performance and Payment Bonds, no payment shall be made by the City to the Contractor until the Contractor has provided the City with a certified copy of the Bond(s) evidencing that said Bond(s) have been recorded with the Clerk of the Courts in the Public Records of Palm Beach County, in accordance with Section 255.05, Fla. Stat.

Article 6. BONDS.

The Contractor shall provide bonds in accordance with **Article 5** of the General Conditions.

6.1 **Performance Bond**. In accordance with the provisions of Section 255.05, Fla. Stat., and as required by the Contract Documents, the Contractor shall provide, on forms furnished by the City, a Public Construction Bond in an amount not less than the total Contract Price by a Surety Company acceptable to City. The Bond shall guarantee the Contractor's performance and payments to all claimants, as defined in Section 255.05(1), Fla. Stat., supplying the Contractor with labor, materials, or supplies used directly or indirectly in the Work provided for in this Agreement. The Bond shall incorporate by reference the terms of the Contract Documents in its entirety.

Moreover, the Contractor agrees that the following language shall be expressly included within the language of its Bond:

"The Surety expressly agrees to be bound by all terms and conditions related to Liquidated Damages, delay and time, or impact-related damages. The Surety shall be bound by the warranty or warranties contained in the Contract Documents and shall be responsible for any and all warranty obligations or damages resulting from latent defects or deficiencies in the Work performed under this Agreement. The Surety waives all rights against the City and its agents and employees for damages or other causes of loss by the Surety's performance of its obligations under this Bond, including claims by Surety against the City for costs it asserts were not warranted by the Contract Documents, excluding only such rights as the Surety shall have to proceeds of such insurance held by City as fiduciary."

6.2 **Performance Bond and Payment Bond**. Alternatively, the City may accept a Performance Bond and a Payment Bond, each in the amount not less than the total Contract Price, by a Surety acceptable to the City, on a form furnished by, or acceptable to, the City, instead of the Public Construction Bond.

6.3 **Recording of Bond**. Within ten days after receipt of the fully executed contract, the Contractor shall record its Bond(s) in the public records of Palm Beach County and provide a certified copy of the recorded Bond to the City in accordance with Section 255.05, Fla. Stat.

6.4 **Surety**. To be acceptable to the City, a Surety Company shall comply with the following provisions:

(1) The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

(2) The Surety Company shall have a valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

(3) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

(4) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code when the Contractor submits its Bid.

(5) The Surety Company shall have at least the ratings of A-/Class V.

(6) The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten percent (10%) of its surplus to policyholders.

Article 7. CONTRACTOR GUARANTEE.

For one (1) year after the date of Final Completion of the complete Work (and not from final completion of component parts of the Work) or for such longer periods as may be set forth with respect to specific warranties contained in the specifications (the "Warranty Period"), Contractor warrants to City that the Work will conform to the requirements of the Contract Documents and will be free from defects and fit for the purpose for which they were intended. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by or under the Contractor, improper or insufficient maintenance by the City, improper operation by the City, or normal wear and tear and regular usage. Warranty by Contractor shall not be construed as a waiver by City of any other contract or legal remedy.

Article 8. CHANGE ORDER.

Except as otherwise provided in the General Conditions, this Agreement shall only be modified by a written Change Order executed by the Contractor and City. Commencing Work without a written Change Order or Change Directive executed by the City before the commencement of Work waives any claim by the Contractor to an adjustment to the Contract Price and the Contract Time related to such Work. It is expressly and specifically agreed that any and all claims for changes to the Contract Time due to delay shall be waived if not submitted in strict accordance with the requirements of the General Conditions. The Contractor waives all of its rights, including, but not limited to, claims for Contract Time and Contract Price adjustments if the Contractor fails

to strictly comply with the requirements of the General Conditions.

Article 9. CONTRACTOR'S UNDERSTANDING.

It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation of the ground, the character, quality, and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the Work, and the general and local conditions. Execution of this Agreement by the Contractor is a representation that the Contractor has visited the site, reviewed any design criteria furnished by the City, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. The Contractor deems its inspection of the site and review of information furnished by the City to be an adequate investigation. The Contractor represents that the plans and specifications are consistent, practical, feasible, and constructible within the scheduled construction time. The Contractor affirmatively covenants that the Contractor has observed no defects or discrepancies in the plans, specifications, or site and that if, during construction, any discrepancies, defects, etc., are discovered by or made known to the Contractor, the Contractor shall immediately communicate the same to the City.

Article 10. CONTRACT DOCUMENTS.

The term "Contract Documents" shall include all the terms and conditions and Project requirements contained in this Agreement, the Invitation to Bid, and the following documents, all of which, taken together, are incorporated herein and form the Contract Documents. The Contract Documents constitute the entire agreement between the Contractor and City and supersedes all prior verbal and written agreements, understandings, negotiations, and discussions between the Parties. The terms and conditions of any Invitation to Bid issued regarding the Project and Work is incorporated herein and made a part of this Agreement. No verbal agreement or conversation with any City officer, agent, or employee before or after execution of this Agreement shall affect or modify any of the terms or obligations contained in any of the documents comprising this Agreement. For convenience, not all of the Contract Documents may be attached to this Agreement, but they make up the Contract Documents, regardless of whether they are attached.

10.1 Contract
10.2 Insurance Advisory
10.3 General Conditions of Construction
10.4 Invitation to Bid
10.5 Instructions to Proposers / Bidders
10.6 Contractor's Bid (including the Bid, Schedule(s), Submission Requirements of Proposer / Bidder, and all required certificates, affidavits, and other documentation)
10.7 Special Terms and Conditions
10.8 City Construction Standards and Details (available online at: PW Engineering: https://www.boynton-beach.org/760/Engineering-Standards-Manual and Utilities Engineering: https://www.boynton-beach.org/691/Utilities-Engineering-Division)
10.9 Attachment "A" – Technical Specifications / Special Conditions
10.10 Contractor's Bid Bond, Performance, and Payment Bond

The Contract Documents are complementary, and wherever possible, the provisions of the documents shall be construed to avoid conflicts between the provisions of the various documents. In the event of a conflict, the more specific or more recent document shall control, generally in the order provided above.

Article 11. NOTICE.

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the City, shall be mailed to:

Daniel Dugger, City Manager
City of Boynton Beach
100 East Ocean Ave
Boynton Beach, FL 33435
Telephone No. (561) 742-6000

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

If sent to the Contractor, it shall be mailed to:

Gabriel Mashraghi
Mangonia Construction Group, LLC.
700 South Rosemary Avenue, Suite 204
West Palm Beach, Florida 33401

Article 12. INDEMNIFICATION.

Contractor shall indemnify and hold harmless the City, its commissioners, officers, employees and agents ("Indemnified Parties"), from and against any and all claims, obligations, liability, expenses, losses, and causes of action, including attorneys' fees and costs, to the extent the same are caused by: (i) an act, negligence, recklessness or intentional wrongful misconduct of Contractor or its subcontractors, or the officers, employees or agents of either, while engaged in or about the performance of the Work; or while in or about the project site or premises; (ii) arising from accident or any injury to Contractor or its subcontractors while engaged in or about the performance of the Work, or while in or about the project site or premises, not caused by act of the Indemnified Parties or other contractors of City; (iii) arising out of the violation of federal, state, county, or municipal laws, ordinances, or regulations by Contractor or its subcontractor; or (iv) arising from liens or claims for services rendered for labor or materials furnished in or for the performance of the Work. The extent of the Contractor's indemnification shall be limited to one and one-half (1 1/2) times the Contract Price or One Million Dollars ($1,000,000) per occurrence, whichever is greater. This paragraph shall not be construed to require the Contractor to indemnify the Indemnified Parties for such Indemnified Parties' own negligence or intentional acts. Nothing in this paragraph shall be construed as a contractual waiver by the City of the protections and limits of sovereign immunity under Section 768.28, Fla. Stat., nor a waiver of any defense the City may have and shall not be construed as consent to be sued by third parties based on any claims arising under this Agreement. Contractor and City agree that any liability of the City under this Agreement shall be limited to the amounts set forth in Section 728.68, Fla. Stat. This paragraph shall survive the expiration or termination of this Agreement.

Article 13. REIMBURSEMENT OF CONSULTANT EXPENSES.

Should the completion of this Agreement be delayed beyond the specified or adjusted time limit, separate and apart from the Liquidated Damages stated in Section 3.5, the Contractor shall also reimburse the City for all expenses of consulting and inspection incurred by the City during the period between said specified or adjusted time and the actual date of final completion. All such expenses for consulting and inspection incurred by the City will be charged to the Contractor and deducted from payments due to the Contractor as provided by this Agreement. Said expenses shall be further defined as Consultant charges associated with the construction contract administration, including resident project representative costs. City may, but is not obligated to, deduct such costs from the monies due the Contractor for performance of Work under this Agreement using unilateral credit Change Orders issued by City as costs are incurred by the Consultant and agreed to by City.

Article 14. FLORIDA'S PUBLIC RECORDS LAW.

The City is a public agency subject to Chapter 119, Fla. Stat. 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, the Contractor shall transfer to the City all public records in the Contractor's possession at no cost to the City. All records stored electronically by the Contractor must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the City's information technology systems.
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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

CITY CLERK'S OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA 33435 561-742-606
CityClerk@bbfl.US

Article 15. E-VERIFY.

The Contractor shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registering and using 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 Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the termination date. If this Agreement is terminated for the Contractor's violation of the statute, the Contractor may not be awarded a public contract for one (1) year after the termination date.

Article 16. REPRESENTATIONS OF CONTRACTOR.

16.1 **Authority**. The Contractor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of the Contractor and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that the Contractor has with any third party or violates applicable law. The Contractor further represents and warrants that execution of this Agreement is within the Contractor's legal powers, and each individual executing this Agreement on behalf of the Contractor is duly authorized by all necessary and appropriate action to do so on behalf of the Contractor and does so with full legal authority. The Contractor, by execution of this Agreement, binds itself, its partners, successors, assigns, and legal representatives to all covenants, agreements, and obligations contained in this Agreement.

16.2 **Duly Licensed**. The Contractor represents that it is duly licensed to perform the services under this Agreement and will continue to maintain all licenses and approvals required to conduct its business.

16.3 **Compliance with Laws**. The Contractor shall comply with all applicable City, State, and Federal laws relating to the scope of work under this Agreement, now or hereafter in effect. It shall not be grounds for a change order that the Contractor failed to investigate the codes and regulations of all applicable government agencies with jurisdiction over the Work.

16.4 **Lobbying Certification**. The Contractor certifies to the best of its knowledge and belief that no funds or other resources received from the state in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

16.5 **Non-Collusion**. In accordance with Section 838.22, Fla. Stat., the Contractor certifies that it has not entered into any agreement to commit a fraudulent, deceitful, unlawful, or wrongful act or any act which may result in an unfair advantage over other bidders or contractors.

16.6 **Non-Discrimination**. In performing under this Agreement, the Contractor shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status, or sexual orientation. Contractor or its subcontractor shall not unlawfully discriminate (as proscribed by federal, state, county, city, and any other local law) against any employee, city employee working with Contractor or its subcontractor, or applicant for employment with such Contractor or subcontractor based on that person's race, color,

religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status, or sexual orientation, or association with members of such protected classes. The Contractor and its subcontractor(s) shall take action to ensure that applicants are not discriminated against and that employees are treated equally during employment.

16.7 **Entities of Foreign Concern**. The provisions of this section apply only if the Contractor or any subcontractor will have access to an individual's personal identifying information under this Agreement. The Contractor represents and certifies: (i) the Contractor 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 the Contractor; and (iii) the Contractor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the Effective Date, the Contractor and any subcontractor that will have access to personal identifying information shall submit to the City executed affidavit(s) under penalty of perjury, in a form approved by the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Fla. Stat. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of payment. 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, Fla. Stat.

16.8 **Anti-Human Trafficking**. On or before the Effective Date, the Contractor shall provide the City with an affidavit attesting that the Contractor does not use coercion for labor or services, in accordance with Section 787.06(13), Fla. Stat.

16.9 **Public Entity Crime Act**. The Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Fla. Stat., and represents that its entry into this Agreement will not violate that Act. The Contractor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Fla. Stat., and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

16.10 **Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern**. Contractor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Fla. Stat., and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Fla. Stat. Contractor represents and certifies that it is not, and for the duration of this Agreement will not be, ineligible to contract with City on any of the grounds stated in Section 287.135, Fla. Stat. Contractor represents that it is, and for the duration of this Agreement will remain, in compliance with Section 286.101, Fla. Stat.

16.11 **Federal Labor / Employment Laws**. In accordance with Section 255.20, Fla. Stat., the Contractor represents that it has not been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, workers' compensation, reemployment assistance or unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years.

16.12 **Unauthorized Aliens**. The knowing employment by the Contractor or its sub-contractors of any alien not authorized to work by the immigration laws or the Attorney

General of the United States is prohibited and shall be a default of this Agreement, which results in unilateral termination. The Contractor further represents that it is not in violation of any laws relating to terrorism or money laundering, including Executive Order No. 13224 on Terrorist Financing.

16.13 **Safety and Environmental Laws**. In performing the Work, the Contractor shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards, applicable environmental laws, and any other applicable rules, regulations, and permits. The Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel throughout the term of this Agreement. Upon request, the Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

16.14 **Contingency Fee**. The Contractor represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Fla. Stat., the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a), Fla. Stat., is deemed included and fully incorporated herein.

16.15 **Truth-In-Negotiation Representation**. The Contractor's compensation under this Agreement is based upon its representations to the City. The Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate the Contractor's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date the Contractor executes this Agreement. In its sole discretion, the Contractor's compensation may be reduced by the City to correct any inaccurate, incomplete, or noncurrent information provided to the City as the basis for the Contractor's compensation in this Agreement.

Article 17. LIENS.

The Contractor acknowledges that no liens may attach to the subject improvements and property as a public project. Nevertheless, the Contractor agrees to keep the project, the buildings thereon, and the property free of liens for or on account of any work done or materials furnished under this Agreement. In the event any such lien is filed, Contractor shall, within five (5) days after written notice by City, discharge the lien(s) or cause a satisfaction of such lien(s) to be recorded in the Public Records of Palm Beach County, Florida, or post a bond sufficient to release the lien(s) and cause the Clerk of the Circuit Court of Palm Beach County to discharge such lien, as may be appropriate. In the event Contractor fails to discharge or bond the lien(s), City shall have the right, but not the obligation, to discharge or bond the lien(s) and shall have the right to retain out of any payment then due or thereafter to become due to the Contractor, monies sufficient to discharge the amount of such lien(s) and City's costs and reasonable attorneys' fees incurred.

Article 18. IRON AND STEEL PRODUCTS.

If this Agreement is for a "public works project" as defined in Section 255.0993, Fla. Stat., then any iron or steel product permanently incorporated in the project must be produced in the United

States, unless specifically exempted in writing by the City in accordance with Section 255.0993, Fla. Stat.

Article 19. INSURANCE.

During the performance of the Work under this Agreement, the Contractor shall maintain the insurance policies required by the Insurance Advisory in the Contract Documents and the General Conditions and provide originals or certified copies of all policies to the City's Risk Manager. All policies shall be written by an insurance company authorized to do business in Florida. The Contractor shall be required to obtain all applicable insurance coverage before commencing any Work under this Agreement.

Article 20. DEFAULT OF CONTRACT & REMEDIES.

20.1 **Correction of Work**. If in the judgment of the City, Work provided by the Contractor does not conform to the requirements of this Agreement, or if the Work exhibits poor workmanship, the City reserves the right to require that the Contractor 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 per the requirements of this Agreement. City shall be the sole judge of non-conformance and the quality of workmanship.

20.2 **Default of Contract**. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by the Contractor:

20.2.1 The abandonment of the project by the Contractor for more than seven (7) calendar days.

20.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement, or neglect or refusal to comply with the instructions of the City's designee.

20.2.3 The failure by Contractor to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by Contractor, where such failure shall continue for seven (7) calendar days after written notice thereof by City to Contractor; provided, however, that if the nature of Contractor's default is such that more than seven (7) calendar days are reasonably required for its cure, then Contractor shall not be deemed to be in default if Contractor commences such cure within said seven (7) calendar day period and thereafter diligently prosecutes such cure to completion.

20.2.4 The assignment and/or transfer of this Agreement or execution or attachment thereon by Contractor or any other party in a manner not expressly permitted hereunder.

20.2.5 The making by the Contractor of any general assignment or general arrangement for the benefit of creditors, or the filing by or against Contractor of a petition to have Contractor adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Contractor, the same is dismissed within sixty (60) days); or the appointment of a trustee

or a receiver to take possession of substantially all of Contractor's assets, or for Contractor's interest in this Agreement, where possession is not restored to Contractor within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of Contractor's assets, or for Contractor's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

20.3 **Remedies in Default**. In case of default by the Contractor, the City shall notify the Contractor, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct the Contractor to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect, or default is not cured within thirty (30) days of when the City sent notice, the City may declare a default of the Agreement and notify the Contractor of such declaration of default and terminate the Agreement for cause in accordance with Section 3.3 of the Agreement. The Surety on the Performance Bond shall, within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of the Contractor and proceed to perform services under the Agreement, at its own cost and expense. City shall have all other rights available at law, in equity, or as otherwise described in the General Conditions.

Article 21. 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 Section 768.28, Fla. Stat.

Article 22. FORCE MAJEURE.

If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, epidemic, pandemic, or other public health emergency, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency (collectively, "Force Majeure Event"), the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the affected Party shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to prevent and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such inability to perform due to the Force Majeure Event exceeds sixty (60) consecutive days, the Party that was not prevented from performance by the Force Majeure Event has the right to terminate this Agreement upon written notice to the other Party. This section shall not supersede or preclude the exercise of any right either Party may otherwise have to terminate this Agreement.

Article 23. MATERIALITY AND WAIVER OF BREACH.

Each requirement, duty, and obligation outlined in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation outlined in this Agreement is substantial and essential to the formation of this Agreement, and each is, therefore, a material term. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of this

Agreement. To be effective, any waiver must be in writing and signed by an authorized signatory of the Party granting the waiver.

Article 24. INDEPENDENT CONTRACTOR.

The Contractor and the City agree that the Contractor is an independent contractor concerning the Work provided under this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the Parties hereto. Neither Contractor nor any employee of Contractor 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, or otherwise assuming the duties of an employer with respect to the Contractor or any employee of the Contractor. The Contractor shall not have the right to bind the City to any obligation not expressly undertaken by the City under this Agreement.

Article 25. OWNERSHIP AND USE OF DOCUMENTS.

Any and all Construction Drawings produced for the City become the property of the City without additional payment by the City. The Contract Documents, in whole or in part, are to be used by the Contractor only for the Project and the Work and shall not be used by the Contractor for any other purpose without written authorization by the City. This prohibition shall survive the completion or termination of this Agreement. The Contractor may retain copies of Contract Documents for record purposes.

For security reasons, building plans, construction drawings, security features, technical details, and specifications of City-owned facilities are not public documents. The Contractor may share these documents with employees and subcontractors as needed to perform the Work; however, the Contractor and its subcontractors shall not release such plans, drawings, and specifications to any other third party without the City's prior written approval.

Upon expiration or termination of this Agreement, any and all Construction Drawings and documents shall become the property of the City and shall be delivered by the Contractor to the City within seven (7) days after expiration or termination. Any compensation due to the Contractor may be withheld until all documents are received as provided in this Agreement.

Article 26. ATTORNEY'S FEES.

If either Party brings suit to enforce the Agreement, each Party shall bear its own attorney's fees, expenses, and court costs through trial and appeal.

Article 27. WAIVER OF CHAPTER 558, FLORIDA STATUTES.

Pursuant to Section 558.005(1), Fla. Stat., the Contractor and City agree to opt out of the requirements of Chapter 558, Fla. Stat.

Article 28. SURVIVAL.

The Contract Documents and the Contractor's obligation to perform corrective Work survive the final completion of the Work and final payment.

Article 29. TERMINATION FOR NON-APPROPRIATION.

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 City. If funding for this Agreement is in multiple fiscal years, funds must be appropriated each year before costs are incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the work or services to be rendered or paid for in succeeding fiscal years. If funds to finance this Agreement become unavailable, the City may terminate this Agreement without penalty on the last day of the fiscal period for which funds were legally available. The City shall be the sole and final authority regarding the availability of funds.

Article 30. THIRD-PARTY BENEFICIARIES.

Neither Contractor nor City intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

Article 31. GOVERNING LAW; JURISDICTION; VENUE; LITIGATION.

31.1 The Contract Documents shall be construed and interpreted, and the rights of the Parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions.

31.2 The Contractor and City submit to the jurisdiction of Florida courts and federal courts located in Florida. The Parties agree that the proper venue for any suit concerning this Agreement shall lie exclusively in Palm Beach County, Florida, or the Federal Southern District of Florida. The Contractor agrees to waive all defenses to any suit filed in Florida based upon improper venue or forum nonconveniens.

31.3 WAIVER OF JURY TRIAL. THE CITY AND CONTRACTOR HEREBY MUTUALLY KNOWINGLY, WILLINGLY, AND VOLUNTARILY WAIVE THE RIGHT TO TRIAL BY JURY. NO PARTY NOR ANY ASSIGNEE, SUCCESSOR, OR LEGAL REPRESENTATIVE OF THE PARTIES (ALL OF WHOM ARE HEREINAFTER REFERRED TO AS THE "PARTIES") SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEEDING BASED UPON OR ARISING OUT OF THE CONTRACT DOCUMENTS, OR ANY COURSE OF ACTION, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS RELATING TO THIS AGREEMENT. THE PARTIES ALSO WAIVE ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY NEGOTIATED BY THE PARTIES. THE WAIVER CONTAINED HEREIN IS IRREVOCABLE, CONSTITUTES A KNOWING AND VOLUNTARY WAIVER, AND SHALL BE SUBJECT TO NO EXCEPTION. NEITHER THE CITY NOR THE CONTRACTOR HAS IN ANY WAY AGREED WITH OR REPRESENTED TO THE OTHER OR ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. THIS PARAGRAPH'S PROVISIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

Article 32. CONTROLLING PROVISIONS.

Except as otherwise explicitly provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the ITB and/or Bid, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the ITB; and (3) the Bid. Wherever possible, the provisions of the documents shall be construed in such a manner as to avoid conflicts between the provisions of the various documents.

Article 33. REGULATORY CAPACITY.

Notwithstanding the fact that the City is a municipal corporation with certain regulatory authority, the City's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If the City exercises its regulatory authority, the exercise of such authority and the enforcement of applicable law shall have occurred under the City's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to the City as a Party to this Agreement.

Article 34. PRIOR AGREEMENTS, AMENDMENTS, ENTIRE AGREEMENT.

This Agreement, including the ITB, the Bid, and the Exhibits incorporated into it in their entirety, embodies the entire agreement and understanding of the Parties concerning the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. This Agreement may only be modified by a written amendment duly executed by the authorized representatives of the City and Contractor.

Article 35. SEVERABILITY.

If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this 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.

Article 36. ASSIGNMENT.

The Contractor shall not assign this Agreement in whole or in part without the written consent of the City, which may be withheld, conditioned, or delayed at the City's sole discretion. The Contractor shall not assign any monies due or to become due to it hereunder without the previous written consent of the City and Contractor's Surety, with the Contractor acknowledging that until the final payment request is approved, the amount of monies due or to become due to Contractor or that may be due from Contractor to City has not been fixed or finally determined. Assigning this Agreement shall not relieve the Contractor or its Surety from any contract obligations.

Article 37. NO WAIVER.

The City's failure to enforce any provision of this Agreement shall not be deemed a waiver of its right or power to enforce such provision or a modification of this Agreement. The failure to assert a breach of a provision of this Agreement shall not be deemed a waiver of such breach or any subsequent breach, nor shall it be construed to be a modification of the terms of this Agreement.

Article 38. COUNTERPARTS AND MULTIPLE ORIGINALS.

This Agreement may be executed in multiple originals and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

Article 39. EFFECTIVE DATE.

This Agreement shall become effective on the date it is executed by the last Party to sign the Agreement (the "Effective Date"). The Effective Date shall be the date of the last signature below."

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

CITY OF BOYNTON BEACH, FLORIDA

Rebecca Shelton, Mayor

Date

Approved as to Form:

Shawna G. Lamb, City Attorney

Attested/Authenticated:

Maylee DeJesus, City Clerk

CONTRACTOR NAME

(Signature), Gabriel Nashraghi

Gabriel Nashraghi, Owner
Print Name of Authorized Official

Owner
Title

11/7/25
Date

(Corporate Seal)

Attest/Authenticated:

(Signature), Witness

Alex Casilles
Print Name

CORPORATE ACKNOWLEDGEMENT

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 7th day of November, 2025, by Gabriel Machacek, as contractor of Mangonia Construction Inc, a Limited Liability Company, on behalf of the company. They are personally known to me or have produced Florida Drivers License as identification.

NOTARY PUBLIC

Jermaine Wilson

(Name of Notary Typed, Printed, or Stamped)

#HH 470995

Commission No.

JERMAINE WILSON
Notary Public - State of Florida
Commission # HH 470995
My Comm. Expires Dec 7, 2027

EXHIBIT A
PROJECT SCHEDULE

Project substantial completion shall be within One Hundred Fifty (150) calendar days from Contractor's receipt of City's Notice to Proceed. Final Completion will be Thirty (30) calendar days from date of substantial completion totaling One Hundred Eighty (180) calendar days.

Exhibit B

Price Schedule

25-078B Pioneer Canal Park Boat Ramp & Driveway Reconfiguration Project					
				Mangonia Construction Group, LLC	
LINE NO.	Description	EST. QTY	UNIT	UNIT PRICE	TOTAL
1	Indemnification	1	Lump Sum	$25.00	$25.00
SUBTOTAL					**$ 25.00**
General Conditions					
LINE NO.	Description	EST. QTY	UNIT	UNIT PRICE	TOTAL
1	Mobilization/Demobilization, Bonds, Insurance and General Requirements, (including special inspections, contractor's supervision, etc.) and As Built shall be limited to a maximum of six percent (6%) of the total bid price.	1	Lump Sum	$48,000.00	$48,000.00
Subtotal					**$48,000.00**
Existing Conditions and Site Work					
1	Selective Demolition (concrete piles, wood dock, landscaping, asphalt, etc. see plans.	1	Lump Sum	$80,000.00	$80,000.00
2	Debris Removal and Dump Fee	1	Lump Sum	$28,700.00	$28,700.00
3	Final Cleaning	1	Lump Sum	3,000.00	3,000.00
Subtotal					**$111,700.00**

Concrete					
1	Precast ramps, cast in place conc., curbing, sidewalks, etc. see plans.	1	Lump Sum	$250,000.00	$250,000.00
2	Concrete cutting and coring, see plans.	1	Lump Sum	$25,000.00	$25,000.00
Subtotal					**$275,000.00**
Specialties					
1	Stationery Wood Dock	1	Lump Sum	70,000.00	$70,000.00
2	Pressure-treated wood or composite decking	1	Lump Sum	25,000.00	$25,000.00
3	Miscellaneous - Cleats, ladders, gangways, etc.	1	Lump Sum	3,000.00	$3,000.00
4	Driven wood or concrete pilings	1	Lump Sum	60,000.00	60,000.00
Subtotal					**$158,000.00**
Earthwork					
1	General site excavation and finish grading	1	Lump Sum	45,000.00	45,000.00
2	Site fill	1	Lump Sum	16,000.00	$ 16,000.00
Subtotal					**61,000.00**
Exterior Improvements					
1	Driveway paving base and new asphalt	1	Lump Sum	$ 65,000.00	65,000.00
2	Landscaping and sodding	1	Lump Sum	$ 25,000.00	25,000.00
3	Miscellaneous - parking, drive striping, bumpers, etc.	1	Lump Sum	$ 4,000.00	4,000.00

4	Material and compacting testing services	1	Lump Sum	$ 4,500.00	4,500.00
5	Surveying	1	Lump Sum	$ 8,000.00	$8,000.00
Subtotal					**$106,500.00**
Allowances					
1	Permit Fee Reimbursement	1	Lump Sum	$38,000.00	$38,000.00
Subtotal					**$38,000.00**
Grand Total					**$798,225.00**

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/18/2025

Proposed Resolution No. R25-300- Approve the purchase of a SWAT Robot from ICOR Technology Inc., for the Police Department in the amount of $87,500, utilizing Capital Improvement Program (CIP) funds and piggybacking GSA Contract GS-07F-0430V, and authorize the Mayor to execute all necessary documents and issue a purchase order for this acquisition.

Requested Action:

Staff recommends approval of Proposed Resolution No. R25-300.

Explanation of Request:

The Police Department is requesting approval to purchase an ICOR SWAT robot in the amount of $87,500, funded through the City's Capital Improvement Program (CIP). The acquisition of this equipment is intended to enhance officer safety, improve operational efficiency, and mitigate risks to both law enforcement personnel and civilians during critical incidents.

The ICOR SWAT robot provides the capability to engage in high-risk or hazardous situations remotely, reducing the need for officers or police K9 units to enter potentially dangerous environments. The robot's advanced surveillance, communication, and mobility features allow the SWAT team and Crisis Negotiation Unit to obtain real-time visual and audio intelligence, communicate directly with suspects or hostages, and deploy non-lethal tools when appropriate.

This technology aligns with best practices recommended by the National Tactical Officers Association (NTOA) and is widely used by other local law enforcement agencies, which have reported high satisfaction with its performance. The purchase represents a proactive investment in public safety that will enhance the department's ability to resolve volatile incidents more safely and efficiently.

This purchase will be made under the Piggyback Exemption authorized by the City's Purchasing Policy. The total list price for these items is $94,205. By utilizing the GSA

Piggyback Contract pricing, the City will realize a cost savings of $9,842.13.

Piggyback contracts provide significant value to the City of Boynton Beach by offering a cost-effective and efficient method of procurement. Leveraging contracts competitively awarded by other governmental entities allows the City to avoid issuing its own formal solicitation, which can be time-consuming and resource-intensive. This process accelerates access to needed goods and services while benefiting from favorable pricing achieved through economies of scale.

Additionally, piggyback agreements utilize vendors who have already undergone a rigorous competitive evaluation, reducing administrative workload and mitigating risks associated with vendor performance. Overall, piggyback procurement streamlines operations, saves taxpayer dollars, and supports timely and effective service delivery for City departments and residents.

There are no recurring yearly costs for maintenance or service.

How will this affect city programs or services? Approval and acquisition of the ICOR SWAT robot will strengthen the City's public safety programs by improving the Police Department's tactical response capabilities while reducing risks to both officers and the community. The use of this technology will support safer resolutions to critical incidents, decrease the likelihood of injuries, and limit the City's liability exposure.

Additionally, the robot's enhanced efficiency in critical operations can lead to quicker incident resolution, which may reduce overtime costs and overall strain on departmental resources. This investment aligns with the City's commitment to utilizing innovative technology to enhance operational effectiveness, safeguard personnel, and protect the public.

Budgeted Item: Yes

Account Line Item and Description: CAPITAL IMPROVEMNT FUND - GENERAL EQUIPMENT

302-4119-521-64.02

Project Code PD2603 Icor Robot.

Fiscal Impact:

The total cost of the ICOR SWAT robot is $87,500. Funding for this purchase was approved in the FY26 Capital Improvement Program (CIP) budget. No additional General Fund dollars are required for this acquisition. The investment is expected to yield long-term cost savings by reducing the likelihood of officer or civilian injuries, potential liability claims, and extended operational overtime associated with prolonged critical incidents.

Attachments:
R25-300 Agenda_Item_3953-2025_Resolution_for_SWAT_Robot_purchase__2_.docx
QUO-11209-Y9K8-0_Boynton Beach Police Department_FL_November 10 2025 - GSA.pdf
QUO-11210-R3T9-0_Boynton Beach Police Department_FL_November 10 2025 - Open Market.pdf

Contract Pricing.pdf

RESOLUTION NO. R25-300

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE PURCHASE OF A SWAT ROBOT FROM ICOR TECHNOLOGY INC., FOR THE POLICE DEPARTMENT IN THE AMOUNT OF $87,500, UTILIZING CAPITAL IMPROVEMENT PROGRAM (CIP) FUNDS AND GSA CONTRACT GS-07F-0430V RATES; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City Police Department desires to purchase a SWAT Robot from ICOR Technology Inc. The purchase would strengthen the City's public safety programs by improving the Police Department's tactical response capabilities while reducing risks to both officers and the community. The use of this technology will support safer resolutions to critical incidents, decrease the likelihood of injuries, and limit liability exposure for the City. The robot's enhanced efficiency in critical operations can lead to quicker incident resolution, which may reduce overtime costs and overall strain on department resources. This investment aligns with the City's commitment to utilizing innovative technology to enhance operational effectiveness, safeguard personnel, and protect the public; 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 purchase of a SWAT Robot from ICOR Technology Inc., for the Police Department in the amount of **$87,500**, utilizing Capital Improvement Program (CIP) funds and GSA Contract GS-07F-0430V rates.

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 purchase of a SWAT Robot from ICOR Technology Inc., for the Police Department in the amount of $87,500, utilizing Capital Improvement Program (CIP) funds and GSA Contract GS-07F-0430V rates as further detailed in **Exhibit A**, attached hereto.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby

authorizes the City Manager to execute any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-300

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

ICOR TECHNOLOGY
935 Ages Drive
Ottawa, ON K1G 6L3
CANADA
P: 613.745.3600
F: 613.745.3590
TF: 877.483.7978
www.icortechnology.com
sales@icortechnology.com

QUOTE

To
Andrew Rozwadowski
Boynton Beach Police Department (FL)
P.O. Box 310
Boynton Beach, FL 33425

Tel: 561-742-6100
Fax:
Mobile: 561-742-6322
Email: rozwadowskia@bbfl.us

QUOTE NO.: QUO-11209-Y9K8-0
EFFECTIVE FROM: 11/10/2025
EFFECTIVE TO: 2/10/2026

CURRENCY: US Dollar
SHIPPING METHOD: Ground
SHIPPING TERMS: FOB ORIGIN, PREPAY AND ADD
*DELIVERY DATE: 16 - 20 Weeks ARO
PAYMENT TERMS: 1% 10 DAYS, NET 30
GSA Contract No.: **GS-07F-0430V**

QTY	P/N	DESCRIPTION	$/UNIT	% DISC.	LINE TOTAL
1.0	CAL-MINI	Mini-CALIBER® Robot (COFDM) Comes standard with: • Rubber Tracks for traversing rough terrain and climbing stairs • Wirelessly Controlled Front and Rear Flippers with positional feedback with preset Home and Stair Climbing positions • Turreted Robotic Claw arm with 15lbs lift and 5 axes of movement • 10x Color zoom camera on claw arm • Front and Rear Color/IR Drive Cameras • Wide Angle color rear mast camera • Color Claw camera • 2-Way Audio: Talk/Listen through the robot • LED drive lights for Front and Mast Cameras • Wireless RF control: 1.3GHz Video; 900MHz Data • Portable, Lightweight, Handheld Controller • 2x 24V DC Lithium-Iron-Phosphate Robot Battery Packs (1x onboard; 1x spare) & 1x 24V DC Battery Charger • 2x 12V DC Lithium-Ion CCU Battery Packs (1x onboard; 1x spare) & 1x 12V DC Battery Charger • 2 year limited warranty • Electronic manual with training videos and hard copy of operator manual. *Note: Mini-CALIBER is shipped in a wooden crate. Hard-shell case is available as an option.	$63,376.29	4.00	$60,841.24
1.0	16142-120	Mini-CALIBER® IP Mesh Radio Upgrade (1.4GHz-DTC) Update your Mini-CALIBER® robot to the latest RF technology with the new 1.4GHz-DTC IP Mesh Radio Upgrade. Key Improvements: • Replace the old RF system with COFDM IP MESH Radios (2 x 1W, L-Band) featuring 7 selectable channels, MESH networking capabilities, and a signal strength indicator. • Updated Command & Control Unit (CCU) with a capacitive touchscreen, Picture-in-Picture video (up to 4 camera streams), and HDMI output. • Repeater Functionality: Acts as a repeater for other Mesh radios operating on the same frequency, extending the operational range when used with CALIBER® FLEX robots or other Mini-CALIBER® units equipped with IP radios. • Interoperability with ICOR's IP Mesh Repeater: Fully compatible with DTC's IP Mesh Repeater for greater range and network efficiency. • Extended Operating Range: Increased range of up to 1,000m line of sight (LOS) compared to the current 300m. • Improved Audio and Video Quality: Provides better situational awareness and operational efficiency. • New Batteries Included: • 2x 24V DC Lithium-Iron-Phosphate Robot Battery Packs (1 onboard; 1 spare) • 2x 12V DC Lithium-Ion CCU Battery Packs (1 onboard; 1 spare) • Two-Way Shipping Included: The Mini-CALIBER must be returned to ICOR for upgrades. • 1-Year Limited Warranty Note: If your Mini-CALIBER's serial number is earlier than CAL-2450, you must include the CAL-CTU CALIBER Technology Upgrade with your IP Mesh Radio Upgrade to ensure your robot meets the latest technological standards. ***50% DISCOUNT when purchased with new robots.***	$28,218.82	50.00	$14,109.41
1.0	12627	MINI Quick Release Color IR Camera Optional Colour / IR (infra red) Camera for the Mini-CALIBER® Robot (CAL-Mini); used in place of zoom camera on claw mount or placed on deck mast.	$1,187.39	3.00	$1,151.77
1.0	CAL-OP014	Mini-CALIBER case Mini-CALIBER hardshell transit case wtih custom cut foam and tie downs to secure robot. Note: the transit case only holds the Mini-CALIBER robot. There is a separate hardshell case for the CCU.	$1,954.55	3.00	$1,895.91

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TF: 877.483.7978
www.icortechnology.com
sales@icortechnology.com

QUOTE

1.0	CAL-SP2	Mini Basic Spare Parts Kit Essential items to maintain and repair your Mini-CALIBER® robot	$1,949.66	3.00	$1,891.17
1.0	CAL-EB2	24V DC Battery Pack - Mini Spare/Replacement 24V DC Battery Pack for Mini-CALIBER® Robot Includes: 2x 12.8V / 9.6 AH LiFePO4 Replacement battery for use with the Mini-CALIBER® Robot (note: The Mini-CALIBER® uses 2 LiFePO4 batteries for 24V operation)	$776.93	3.00	$753.62
1.0	CAL-BC3	Robot Battery Charger - Mini Spare Mini-CALIBER robot dual battery charger.	$239.43	3.00	$232.25
1.0	16392	Radio Cable Extension Kit Designed for the Mini-CALIBER (MINI-R1.5), the Radio Cable Extension Kit enables operators to mount IP Mesh radios from the Command-and-Control Unit (CCU) on the exterior of an armored vehicle. The 10' (3m) radio cable extension can be easily attached through a gun port, allowing the radios to be secured outside the vehicle using a small tripod, suction cup, or industrial magnet. Positioning the radios externally significantly enhances the signal range between the CCU and the robot, while keeping the operator safe from harm.	$4,650.00	25.00	$3,487.50
1.0	S&H	SHIPPING AND HANDLING	$1,000.00		$1,000.00
				TOTAL	$85,362.87

This is a quotation on the goods named, subject to the conditions noted below:
Unless otherwise provided: This quote is in US Dollars; shipping terms are EX WORKS for domestic and international shipments; all prices are exclusive of shipping costs, insurance, custom clearance and any applicable Taxes of any kind; all price quotations are valid for 90 days. Published list prices are subject to change without notice. Due to a policy of continuous product improvement, ICOR reserves the right to change specifications and appearance without notice. Please reference the invoice number on your cheque and remit to ICOR Technology Inc. 935 Ages Drive, Ottawa, Ontario K1G 6L3 Canada. The CALIBER® Robot (including the MK3, T5, Mini, and MK4) contains up to 35% US-source materials and are ITAR export license free and not subject to AECA or EAR regulations. The CALIBER® Robot is a Controlled Good, and requires an Export Permit for international shipping in accordance with the *Export and Import Permits Act (R.S.C., 1985, c. E-19)*. Failure to perform due to the action or inaction of the Government of Canada will be considered Force Majeure, and, ICOR is not responsible for any penalties, fees, liquidated damages, etc. **Some or all of the quoted items are eligible for purchase through GSA's Cooperative Purchasing Program and 1122 Program for State and Local Law Enforcement. Please consult with your purchasing department to determine the optimal purchasing vehicle and notify your ICOR Sales Representative to make any changes necessary. ICOR's GSA Contract Number is: GS-07F-0430V**
DISCLAIMER REGARDING DISRUPTER MOUNT CONFIGURATIONS: ICOR Technology is a robot manufacturer and do not make disrupters. The end-user must consult with the disrupter manufacturer for complete instructions on loading, operation, maintenance and firing procedures. ICOR recommends that the end-user takes disrupter training from the manufacture before firing the weapon off of the robot. USE AT OWN RISK. ANY POTENTIAL DAMAGES TO THE ROBOT AS A RESULT OF USING A DISRUPTER ARE NOT COVERED UNDER WARRANTY. AS PER ICOR 'S LIMITED WARRANTY, WARNING AND LIMITATION OF LIABILITY DOCUMENT, ICOR SHALL BE HELD HARMLESS TO ANY LOSS OR INJURY AS RESULT OF USING DISRUPTERS ON THE ROBOT.

To accept this quotation, sign here and return:

Signature Date

ICOR TECHNOLOGY
935 Ages Drive
Ottawa, ON K1G 6L3
CANADA
P: 613.745.3600
F: 613.745.3590
TF: 877.483.7978
www.icortechnology.com
sales@icortechnology.com

QUOTE

To
Andrew Rozwadowski
Boynton Beach Police Department (FL)
P.O. Box 310
Boynton Beach, FL 33425

Tel: 561-742-6100
Fax:
Mobile: 561-742-6322
Email: rozwadowskia@bbfl.us

QUOTE NO.: QUO-11210-R3T9-0
EFFECTIVE FROM: 11/10/2025
EFFECTIVE TO: 2/10/2026

CURRENCY: US Dollar
SHIPPING METHOD: Ground
SHIPPING TERMS: FOB - DESTINATION
*DELIVERY DATE: 16 - 20 Weeks ARO
PAYMENT TERMS: Net 30

QTY	P/N	DESCRIPTION	$/UNIT	% DISC.	LINE TOTAL
1.0	CAL-MINI	Mini-CALIBER® Robot (COFDM) Comes standard with: • Rubber Tracks for traversing rough terrain and climbing stairs • Wirelessly Controlled Front and Rear Flippers with positional feedback with preset Home and Stair Climbing positions • Turreted Robotic Claw arm with 15lbs lift and 5 axes of movement • 10x Color zoom camera on claw arm • Front and Rear Color/IR Drive Cameras • Wide Angle color rear mast camera • Color Claw camera • 2-Way Audio: Talk/Listen through the robot • LED drive lights for Front and Mast Cameras • Wireless RF control: 1.3GHz Video; 900MHz Data • Portable, Lightweight, Handheld Controller • 2x 24V DC Lithium-Iron-Phosphate Robot Battery Packs (1x onboard; 1x spare) & 1x 24V DC Battery Charger • 2x 12V DC Lithium-Ion CCU Battery Packs (1x onboard; 1x spare) & 1x 12V DC Battery Charger • 2 year limited warranty • Electronic manual with training videos and hard copy of operator manual. *Note: Mini-CALIBER is shipped in a wooden crate. Hard-shell case is available as an option.	$64,850.00	0.00	$64,850.00
1.0	16142-120	Mini-CALIBER® IP Mesh Radio Upgrade (1.4GHz-DTC) Update your Mini-CALIBER® robot to the latest RF technology with the new 1.4GHz-DTC IP Mesh Radio Upgrade. Key Improvements: • Replace the old RF system with COFDM IP MESH Radios (2 x 1W, L-Band) featuring 7 selectable channels, MESH networking capabilities, and a signal strength indicator. • Updated Command & Control Unit (CCU) with a capacitive touchscreen, Picture-in-Picture video (up to 4 camera streams), and HDMI output. • Repeater Functionality: Acts as a repeater for other Mesh radios operating on the same frequency, extending the operational range when used with CALIBER® FLEX robots or other Mini-CALIBER® units equipped with IP radios. • Interoperability with ICOR's IP Mesh Repeater: Fully compatible with DTC's IP Mesh Repeater for greater range and network efficiency. • Extended Operating Range: Increased range of up to 1,000m line of sight (LOS) compared to the current 300m. • Improved Audio and Video Quality: Provides better situational awareness and operational efficiency. • New Batteries Included: • 2x 24V DC Lithium-Iron-Phosphate Robot Battery Packs (1 onboard; 1 spare) • 2x 12V DC Lithium-Ion CCU Battery Packs (1 onboard; 1 spare) • Two-Way Shipping Included: The Mini-CALIBER must be returned to ICOR for upgrades. • 1-Year Limited Warranty Note: If your Mini-CALIBER's serial number is earlier than CAL-2450, you must include the CAL-CTU CALIBER Technology Upgrade with your IP Mesh Radio Upgrade to ensure your robot meets the latest technological standards. ***50% DISCOUNT when purchased with new robots***	$34,750.00	50.00	$17,375.00
1.0	12627	MINI Quick Release Color IR Camera Optional Colour / IR (infra red) Camera for the Mini-CALIBER® Robot (CAL-Mini); used in place of zoom camera on claw mount or placed on deck mast.	$1,220.00	0.00	$1,220.00
1.0	CAL-OP014	Mini-CALIBER case Mini-CALIBER hardshell transit case wtih custom cut foam and tie downs to secure robot. Note: the transit case only holds the Mini-CALIBER robot. There is a separate hardshell case for the CCU.	$2,005.00	0.00	$2,005.00

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QUOTE

1.0	CAL-SP2	Mini Basic Spare Parts Kit Essential items to maintain and repair your Mini-CALIBER® robot	$2,010.00	0.00	$2,010.00
1.0	CAL-EB2	24V DC Battery Pack - Mini Spare/Replacement 24V DC Battery Pack for Mini-CALIBER® Robot Includes: 2x 12.8V / 9.6 AH LiFePO4 Replacement battery for use with the Mini-CALIBER® Robot (note: The Mini-CALIBER® uses 2 LiFePO4 batteries for 24V operation)	$800.00	0.00	$800.00
1.0	CAL-BC3	Robot Battery Charger - Mini Spare Mini-CALIBER robot dual battery charger.	$245.00	0.00	$245.00
1.0	16392	Radio Cable Extension Kit Designed for the Mini-CALIBER (MINI-R1.5), the Radio Cable Extension Kit enables operators to mount IP Mesh radios from the Command-and-Control Unit (CCU) on the exterior of an armored vehicle. The 10' (3m) radio cable extension can be easily attached through a gun port, allowing the radios to be secured outside the vehicle using a small tripod, suction cup, or industrial magnet. Positioning the radios externally significantly enhances the signal range between the CCU and the robot, while keeping the operator safe from harm.	$4,650.00	0.00	$4,650.00
1.0	S&H	SHIPPING AND HANDLING	$1,050.00	0.00	$1,050.00
				TOTAL	$94,205.00

This is a quotation on the goods named, subject to the conditions noted below:
Unless otherwise provided: This quote is in US Dollars; shipping terms are EX WORKS for domestic and international shipments; all prices are exclusive of shipping costs, insurance, custom clearance and any applicable Taxes of any kind; all price quotations are valid for 90 days. Published list prices are subject to change without notice. Due to a policy of continuous product improvement, ICOR reserves the right to change specifications and appearance without notice. Please reference the invoice number on your cheque and remit to ICOR Technology Inc. 935 Ages Drive, Ottawa, Ontario K1G 6L3 Canada. The CALIBER® Robot (including the MK3, T5, Mini, and MK4) contains up to 35% US-source materials and are ITAR export license free and not subject to AECA or EAR regulations. The CALIBER® Robot is a Controlled Good, and requires an Export Permit for international shipping in accordance with the *Export and Import Permits Act (R.S.C., 1985, c. E-19)*. Failure to perform due to the action or inaction of the Government of Canada will be considered Force Majeure, and, ICOR is not responsible for any penalties, fees, liquidated damages, etc. **Some or all of the quoted items are eligible for purchase through GSA's Cooperative Purchasing Program and 1122 Program for State and Local Law Enforcement. Please consult with your purchasing department to determine the optimal purchasing vehicle and notify your ICOR Sales Representative to make any changes necessary. ICOR's GSA Contract Number is: GS-07F-0430V**
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To accept this quotation, sign here and return:

Signature Date

ICOR TECHNOLOGY INC.
GSA Contract Number: GS-07F-0430V
Valid to JULY 31, 2029 *(as amended)*

COMPANY INFORMATION

Name:	ICOR Technology Inc.
Address	935 Ages Drive, Ottawa, ON K1G 6L3 CANADA
Phone Number:	+1 613 745 3600
NA Toll Free:	+1 877 483 7978
Fax Number:	+1 613 745 3590
URL:	www.icortechnology.com
Point of Contact:	Mr. Jack Vongdouangchanh, sales@icortechnology.com
UEI (Formerly DUNS):	EGDNEF4N3NL4
SAM Registration:	Activation Date – 02/12/2015

CONTRACT INFORMATION

Contract Number:	GS-07F-0430V
Contract Period	August 1, 2024 – July 31, 2029
Schedule Number / Description:	084: Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response, FSC Group 84 – Law Enforcement and Security Equipment Supplies and Services
SIN Numbers/Description:	334519 – Bomb and Hazardous Material Disposal; Metal and Bomb Detection 334220 – Surveillance Systems, Wearable Body Cameras, and Vehicular Video OLM – Order Level Materials
Labor Category/Description:	N/A

TERMS AND CONDITIONS

1. **GEOGRAPHIC COVERAGE:** Domestic, 50 states, Washington, DC, Puerto Rico, US Territories and to a CONUS port or consolidation point for orders received from overseas activities
2. **POINT(S) OF PRODUCTION:** 935 Ages Drive, Ottawa, ON K1G 6L3 CANADA, check with Contractor at time of order.
3. **DISCOUNT FROM LIST PRICES:** 3% on Robots; 5% on Hook & Line products; 10% on Mirrors from the accepted pricelist. For calculation of the GSA Schedule price (price paid by customers ordering from the GSA Schedule, and the price to be loaded in to GSA Advantage), the contractor should deduct the appropriate basic discount from the list price and add the prevailing IFF rate to the negotiated discounted price (Net GSA price). Current IFF rate is 0. 75%.
4. **QUANTITY DISCOUNT(S):** 10% on single orders of $1,200,000.00 or more for SIN 334519; No Volume Discount available for SIN 334220
5. **PROMPT PAYMENT TERMS:** 1%/10 Days/Net 30
6. **Government Purchase Cards must be accepted at or below the micro-purchase threshold.**
7. **Government Purchase Cards are accepted above the micro-purchase threshold.**
8. **FOREIGN ITEMS:** Canada
9. **TIME OF DELIVERY:** Shipped 180 Days after receipt of order for SIN 334519; shipped 120 Days after receipt of order for SIN 334220.
10. **EXPEDITED DELIVERY:** Contact Contractor for details

11. **OVERNIGHT AND 2-DAY DELIVERY:** Overnight and 2-day delivery are available. Contact the Contractor for rates.
12. **URGENT REQUIRMENTS:** Agencies can contact the Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
13. **FOB POINT:** Origin
14. **ORDERING ADDRESS:** ICOR Technology, Inc., 935 Ages Drive, Ottawa, ON K1G 6L3, Canada
15. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3
16. **PAYMENT ADDRESS:** Same as ordering address
17. **WARRANTY PROVISION:** Standard Commercial Warranty
18. **EXPORT PACKING CHARGES:** Not applicable
19. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** (any thresholds above the micro-purchase level)
20. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** N/A
21. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A
22. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A
23. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A
24. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A
25. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A
26. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A
27. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** None

COMMERCIAL PRICELIST

SIN	PART NO	PRODUCT NAME	GSA OFFER PRICE (inclusive of the .75% IFF)
334519	10001	MINI arm Picatinny Rail Assembly	$439.77
334519	10002	K3150 Robot Disrupter Sleeve	$3,547.51
334519	10003	Mini Claw Kit - 2ND Generation	$5,418.99
334519	10004	MK3/ T5 Claw Kit - 2ND Generation	$5,868.54
334519	10255	T5 Universal Disruptor Mount Kit	$3,923.76
334519	10257	MK3 Universal Disuptor Mount Kit	$3,923.76
334519	10458	Claw Auxiliary Camera - Mini	$1,739.55
334519	10478	Extended Warranty - Mini	$6,533.08
334519	10785	168001 - Remote Firing Devices Controller	$2,707.05
334519	10786	168002 - Remote Firing Devices Remote	$2,707.05
334519	10787	A700-900-00 - 900 MHz 1680 Antenna	$48.86
334519	10788	B168-092-00 - Ultimate AAA Lithium Battery	$1.71
334519	10789	168003 - Shock Tube Firing Adapter	$36.16
334519	10790	C799-800-00 - MK4 Igniter Tip 1680	$53.75
334519	10791	168004 - Carry Case (Holds up to 9 Units)	$464.21
334519	10792	168050 - Pairing Cable	$86.00
334519	10793	166412-A - ShieldTenna (shield w/antenna)	$903.98
334519	10927	MK4 CLAW KIT - 3RD GENERATION	$5,912.51

334519	11044	MK3 Single Duke Pro Bracket Assy	$322.50
334519	11048	T5 Single Duke Pro Bracket Assy	$322.50
334519	11134	24V DC Battery Pack - FLEX	$1,803.07
334519	11181	K100PL - PAN Disrupter (Push Lock) Unit (Fine Thread)	$3,806.49
334519	11237	Claw Auxiliary Camera – T5 / MK3	$2,237.96
334519	11298	MK4 Claw Auxiliary Camera	$2,677.73
334519	11704	MK3/T5 Quick Release Colour IR Camera	$1,187.39
334519	11998	MK3/T5 32FT (10M) BULKHEAD TRUCK KIT	$3,635.46
334519	12627	MINI Quick Release Color IR Camera	$1,187.39
334519	13153	Mini-CALIBER RF Range Extender (Video/Data)	$6,396.26
334519	13355	FLEX - CCU Power Pack	$3,278.76
334519	13365	Claw Auxiliary Camera - FLEX	$2,365.01
334519	13371	DUKE PRO- FOR FLEX	$1,925.23
334519	13895	500’ Tether Reel kit - Mini RF Range Extender	$4,920.58
334519	13899	FLEX Basic Spare Parts Kit	$6,518.42
334519	13900	FLEX Quick Release FLIR Camera	$9,855.82
334519	13901	FLEX Auxillary Pole Camera	$2,203.76
334519	13902	FLEX Bulkhead Truck Kit	$2,340.57
334519	13903	FLEX - Arm Extension Kit	$8,673.32
334519	13908	FLEX Fiber-Optic Tether	$9,943.77
334519	13910	RF Extender - CALIBER® FLEX	$4,011.71
334519	13968	MK3/T5 64FT(20M) BULKHEAD TRUCK KIT	$3,786.94
334519	14058	MINI Portable Handheld Screen (COFDM)	$7,407.74
334519	14096	Mini-CALIBER RF Range Extender (COFDM Video/Data)	$9,269.45
334519	14479	Mini-CALIBER DVR	$943.07
334519	15130	1685 Remote Firing Device - Controller	$2,873.19
334519	15131	1685 Remote Firing Device - Remote	$2,873.19
334519	15132	1685 Carry Case (Holds up to 7 units)	$386.02
334519	15362	IP MESH Repeater	$20,928.34
334220	06A0645	CUTABINEER	$94.76
334519	16142-120	Mini-CALIBER® IP Mesh Radio Upgrade (1.4GHz-DTC)	$28,218.82
334519	ABP.DM-MK4	AB Precision Disruptor Mount - MK4	$3,762.51
334519	CAL-AL0	Aluminum Ramps (foldable, lightweight)	$645.00
334519	CAL-APC	Auxiliary Pole Camera for MK3 or T5	$1,197.16
334519	CAL-BC0	Extra Caliber 24 V Battery Charger	$454.43
334519	CAL-BC1	CALIBER Command Station Battery Charger	$356.71
334519	CAL-BC2	CCU Battery Charger - Mini	$366.48
334519	CAL-BC3	Robot Battery Charger - Mini	$239.43
334519	CAL-BC4	48V DC Battery Charger - MK4	$2,829.21
334519	CAL-BC4-110V	Spare 48V DC Battery Charger - MK4 North America	$2,829.21
334519	CAL-BM0	MK3 BENELLI M4 SUPER SHOTGUN MOUNT (SHOTGUN NOT INCLUDED)	$3,205.46
334519	CAL-BM1	T5 BENELLI M4 SUPER SHOTGUN MOUNT (SHOTGUN NOT INCLUDED)	$3,205.46
334519	CAL-CCU15	MK3 CCU Upgrade	$37,419.86
334519	CAL-CCUPP	CCU POWER PACK	$3,278.76
334519	CAL-CCUST	Folding CCU Stand	$454.43
334519	CAL-CPV	Command Post Video Transmitter	$6,396.26
334519	CAL-DCPP	MK4 14V DC CCU Power Pack	$3,234.78
334519	CAL-DVR	Digital Video Recorder (DVR)	$2,555.57
334519	CAL-DVU1	Digital COFDM Video System Upgrade	$36,110.31
334519	CAL-EB0	MK3 EXTRA ROBOT BATTERY PACK 24VDC (RECHARGEABLE)	$1,485.46
334519	CAL-EB1	T5 EXTRA ROBOT BATTERY PACK 24VDC (RECHARGEABLE)	$1,485.46
334519	CAL-EB2	24V DC Battery Pack - Mini	$776.93
334519	CAL-EB3	CCU Battery - Mini	$200.34

334519	CAL-EB4	48V DC Battery Pack - MK4	$6,533.08
334519	CAL-EXA	T5 - Arm Extension Kit	$6,186.15
334519	CAL-EXT	CCU RF EXTENSION CABLE 15 FT SET	$337.16
334519	CAL-EXWAR	CALIBER Robot Extended Warranty (3rd Year)	$8,458.32
334519	CAL-EXWAR.MK4	MK4 Extended Warranty	$25,384.72
334519	CAL-FLMK4	FLIR Thermal Camera - MK4	$13,129.69
334519	CAL-FR0	1000' (305m) milspec fiber-optic tether	$17,415.04
334519	CAL-FR1	Fiber-Optic Tether - MK4	$18,656.18
334519	CAL-HCU	CALIBER Hand Held Control Unit	$2,052.28
334519	CAL-HCUb	CALIBER Wireless Hand Held Control Unit (Bluetooth)	$3,674.55
334519	CAL-K100	K100 – PAN DISRUPTER UNIT (Fine thread)	$3,464.44
334519	CAL-K1000	K1000 – RECOIL REDUCTION ADAPTER KIT (Fine thread)	$2,975.80
334519	CAL-K1090	K1090 – ELECTRIC BREECH KIT-PAN (Fine thread)	$2,795.01
334519	CAL-K4300-12IC	K4300-12 – Tactical-Swat Disrupter Kit	$5,345.69
334519	CAL-MAFB	Motorized Anti-Flip Bar	$5,819.67
334519	CAL-MDVR	Digital Video Recorder (DVR) for Mini-CALIBER®	$2,433.41
334519	CAL-MINI	Mini-CALIBER® Robot SWAT Robot	$63,229.69
334519	CAL-MK3	MK3 - CALIBER® EOD	$91,912.71
334519	CAL-MK4	MK4 CALIBER Robot and Standard Accessories	$359,050.84
334519	CAL-MPTZ	Motorized, Telescoping Pan-Tilt-Zoom Camera	$5,819.67
334519	CAL-OP001	24V DC Firing Circuit for Mini-CALIBER® Robot	$1,309.55
334519	CAL-OP002	24V DC Firing Circuit AND Duke Pro Single Channel Shock Tube Initiator	$2,814.55
334519	CAL-OP009	Motorized PTZ Mast and Camera	$13,066.17
334519	CAL-OP014	Mini-CALIBER case	$1,954.55
334519	CAL-OP015	Quick Release PTZ Upgrade	$4,431.94
334519	CAL-OP016	Quick Release FLIR Camera for CALIBER® Robot	$12,079.12
334519	CAL-PIP	Quad Screen Picture-in-Picture Functionality	$4,578.53
334519	CAL-PSA	The CALIBER®'s Portable Handheld Screen for Analog RF System	$4,558.99
334519	CAL-PSD	The CALIBER®'s Portable Handheld Screen for Digital COFDM RF System	$6,342.51
334519	CAL-SL0	MK3 Power Switch Lock	$229.66
334519	CAL-SL1	T5 Power Switch Lock	$229.66
334519	CAL-SP0	MK3 CALIBER BASIC SPARE PARTS KIT	$2,961.14
334519	CAL-SP1	T5 CALIBER BASIC SPARE PARTS KIT	$2,961.14
334519	CAL-SP2	Mini-CALIBER SPARE PARTS	$1,949.66
334519	CAL-SP3	MK4 Basic Spare Parts Kit	$14,624.92
334519	CAL-T5	CALIBER® T5	$94,062.72
334519	CAL-TK0	External truck brackets for RF system (Client installs)	$957.73
334519	CAL-TK1	Truck Brackets Kit - MK4	$1,006.59
334519	CAL-TRC	Heavy Duty Hard Shell Transit Case (set of 2)	$5,502.06
334519	CAL-TTC	CALIBER ROBOT ONSITE TRAINING at Customer Location (MK3/T5)	$3,733.19
334519	CAL-TTC-FLEX	CALIBER® FLEX ROBOT ONSITE TRAINING at Customer Location	$6,093.31
334519	CAL-TTC-MINI	Mini-CALIBER® Training	$3,733.19
334519	CAL-TTC-MK4	CALIBER ROBOT ONSITE TRAINING (MK4)	$6,093.31
334519	CAL-VEX	Video Rf Range Extender for CALIBER Robot (for Analog Video System)	$2,692.39
334519	CAL-XR1	X-ray mounting bracket for Vidisco XR-200 OR XR-300.	$1,470.80
334220	ESHL01	Hook & Line ESSENTIAL	$6,025.10
334220	ESHL03	Hook & Line ESSENTIAL with Backpack	$6,025.10
334519	ESI-RM2	Duke Pro 2-Channel Shock Tube Initiator with Mount	$1,925.23
334519	ESI-RM2-MK4C	MK4 ST Initiator Claw Arm Assembly	$1,925.23
334519	ESI-RM2-MK4W	MK4 ST Initiator Weapon Arm Assembly	$1,925.23
334519	EXWAR-FLEX	Extended Warranty - CALIBER® FLEX	$17,292.88
334519	FLEX-111	CALIBER® FLEX w/ COFDM IP Radios & Dual PAN Disrupter Mount	$222,310.52
334519	FR300	300m Firing Line	$1,509.89

334220	M1000	M1000 - Under-Vehicle Search Mirror	$897.68
334220	M2000	M2000 - 5-Section Search Mirror	$661.93
334220	M3000	M3000 - 3-Section Search Mirror	$262.96
334220	M4000	M4000 - Carbon Fiber Tactical Search Mirror	$680.06
334519	MK3-DS0	MK3 CALIBER® Robot w/ Digital COFDM Video	$111,897.99
334220	PSM-H&L	Pocket Search Mirror	$276.56
334519	RFD1678-1	8-Position Controller	$5,521.60
334519	RFD1678-10	Smart Charger, 3 Position	$1,128.75
334519	RFD1678-13	Tactical Case w/insert	$762.27
334519	RFD1678-18	Full Case	$1,118.98
334519	RFD1678-2	Electric Remote Initiator	$5,321.26
334519	RFD1678-3	Remote Shock Tube Initiator (RSTI)	$5,927.17
334519	RFD1678-4	Test Box (Optional)	$3,244.55
334519	RFD1678-6	Mini Controller	$5,805.01
334519	RFD1678-8	Conditioning Charger, 5 position	$3,195.69
334519	RFD1678-KIT01	System w/ 1 Electric & 1 RSTI Remote	$21,993.57
334519	RFD1678-KIT02	System with 2 Electric & 2 RSTI Remotes	$33,999.40
334519	RFD1678-KIT03	System with 4 Electric Remotes	$32,127.92
334519	RFD1678-KIT04	System with 4 RSTI Shock Tube Remotes	$35,181.90
334519	RFDC930-400-00	Orange Cover (remotes only)	$87.95
334519	T5-DS0	CALIBER® T5 Robot w/ Digital COFDM Video	$111,897.99
334220	TSPC-BasePkg	TSPC with Quick Disc and Audio Out Port	$5,150.24
334220	TSPC-Batt	TSPC - Backup Battery	$381.14
334220	TSPC-DualCam	TSPC - Dual Camera for UDC	$4,060.58
334220	TSPC-Shield	TSPC - Sunshield	$53.75
334220	TSPC-Sling	TSPC - Tactical Rifle Sling	$171.02
334220	TSPC-UDC-IR	TSPC - Under Door Camera with IR	$6,093.31
334220	TSPC-War3	TSPC - 3 Year Parts/ Labor Warranty (Depot)	$732.96
334220	ULHL02	Hook & Line ULTIMATE	$9,456.40

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.
11/18/2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/18/2025

Proposed Ordinance No. 25-035- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, Amending Part III "Land Development Regulations," Article II "Planning and Zoning Division Services," Section 4, "Relief Applications" by Amending Subsection F, "Requests for Accommodation," in order to Provide Procedures for Handling and Processing Requests for Accommodation from the City's Land Development Regulations; Providing for Conflicts; Providing for Severability; Providing for Codification; Providing an Effective Date; and For All Other Purposes.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-035, at second reading.

Explanation of Request: The reason for the amendment to the Ordinance is that section 397.487, Florida Statutes, requires the governing bodies of counties or municipalities to establish a procedure for the review of reasonable accommodations related to the establishment of certified recovery residences. The statute has a deadline of January 1, 2026 for enactment of such an Ordinance or amendment thereto, and has specific timelines and other deadline requirements that require compliance. The City's proposed amendment contains the requisite language and is on a track for first and second readings before enactment before the January 1, 2026 deadline.

How will this affect city programs or services? N/A

Account Line Item and Description: N/A

Fiscal Impact: N/A

Attachments:
Ord 25-035 Agenda_Item_3883-2025_Ordinance_for_Certified_Recovery_Residences_updated.docx
FS 397.487.pdf
3883-2025 Business Impact Statement.docx

ORDINANCE NO. 25-035

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES, BY AMENDING PART III, ARTICLE II, SECTION 4, BY AMENDING SUBSECTION F, "REQUESTS FOR ACCOMMODATION," IN ORDER TO PROVIDE PROCEDURES FOR HANDLING AND PROCESSING REQUESTS FOR ACCOMMODATION FROM THE CITY'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Florida Legislature, by HB 21 (2015), established a voluntary certification program for recovery residences that establishes operational and ethical safeguards for disabled persons, and the City of Boynton Beach, Florida ("City") desires to acknowledge and promote such safeguards; and

WHEREAS, in accordance with SB 954 (2025) pertaining to the establishment of "Certified Recovery Residences," the City desires to enact an Ordinance providing for procedures for handling and processing requests for accommodation from the City's Land Development Regulations relating to the establishment of Certified Recovery Residences before the statute's effective date of January 1, 2026; and

WHEREAS, the term, "reasonable accommodation" is a statutorily established method by which an individual who is disabled and/or handicapped (as those terms are defined in Title II of the Americans with Disabilities Act and/or the Fair Housing Amendments Act, hereafter, "disabled"), or a provider of services to the disabled qualifying for reasonable accommodations under the referenced statutes, can request a modification or alteration in the application of a specific Code provision, rule, policy, or practice, to them. The proposed accommodation sought by the disabled individual must be reasonable and necessary to afford such person an equal opportunity to use and enjoy housing in a Certified Recovery Residence, or a drug and alcohol treatment home or recovery residence that is certified by the Florida Association of Recovery Residences ("FARR"), as defined under Part III, Article II. Definitions; and

WHEREAS, the City desires to adopt within the City's Land Development Regulations, and consistent with SB 954 (2025), reasonable accommodation procedures that will permit disabled

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Words in <u>underlined</u> type are additions.

individuals (or qualifying entities) to request a reasonable accommodation and, where appropriate, based on the facts and the law, to receive a reasonable accommodation from the City's Land Development Regulations relating to the establishment of Certified Recovery Residences; and

WHEREAS, the City Commission, sitting as the Local Planning Agency, has determined that the change is consistent with and furthers the goals, objectives, and policies of the City's Comprehensive Plan; and

WHEREAS, the City Commission, upon the recommendation of staff, has determined that the proposed change will protect the City's citizens and residents.

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance upon adoption.

SECTION 2. That the Code of Ordinances of the City of Boynton Beach, Florida, shall be amended by amending Part III "Land Development Regulations," Article II "Planning and Zoning Division Services," Section 4, "Relief Applications," by Amending Subsection F, "Requests for Accommodation," to read as follows:

F. Requests for Accommodation.

...

2. Process for the Establishment of Certified Recovery Residences

(a) Purpose and Intent. The purpose of this section is to implement a procedure for processing written requests for a reasonable accommodation to the City's Code of Ordinances, Land Development Regulations, Rules, Policies, and Procedures for persons with disabilities as defined by the federal Fair Housing Amendments Act (42 U.S.C. 3601, et seq.) ("FHA") and Title II of the Americans with Disabilities Amendments Act (42 U.S.C. 12131, et seq.) ("ADA"), as required by section 397.487(15), Florida Statutes. For purposes of this section, a "disabled" person is an individual who qualifies as disabled and/or handicapped under the FHA and/or ADA. Any person

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who is disabled (or a qualifying entity) may request a reasonable accommodation with respect to the City's Land Development Code, Code of Ordinances, rules, policies, practices, and/or procedures as provided by the FHA and the ADA pursuant to the procedures set out in this section. The City's procedures for reviewing applications seeking reasonable accommodations related to the establishment of certified recovery residences shall proceed as established in 1. General under Subsection F. Requests for Accommodation, with the additional requirements as outlined under section 397.487(15), Florida Statutes.

(b.) Application. A request by an applicant for a reasonable accommodation under this section must be in writing. The City shall date-stamp each written application upon receipt. If additional information is required, the City must respond to the applicant within the first thirty (30) days after receipt of the application and allow the applicant at least thirty (30) days to respond. A final written determination on an application shall be issued by the City within sixty (60) days after receipt of a completed application. The application must, at minimum, contain the name and contact information of the applicant/representative, the property address and parcel identification number, and a description of the accommodation requested and the specific regulation and/or policy from which relief is sought. The City's determination must either approve the request, in whole or in part, with or without conditions, or deny the request, stating with specificity the objective, evidence-based reasons for the denial and identifying any deficiencies or actions necessary for reconsideration. If a final written determination is not issued within sixty (60) days after receipt of a completed application, then the request is deemed approved unless the parties agree in writing to a reasonable extension of time.

(c.) Revocation of reasonable accommodation.

(1) Any reasonable accommodation received shall be deemed revoked if the applicant or the property upon which the accommodation is granted is found in violation of any conditions of the approval granting the reasonable accommodation by a court of law or by the special magistrate hearing code enforcement cases.

(2) Failure to obtain state certification or a required state license, or failure to maintain

state certification or a required state license, or alternate certification permitted by this section, shall result in revocation of the reasonable accommodation and cessation of operations within one hundred and eighty (180) days of termination of the license or certification.

(d.) Re-certification. If a reasonable accommodation is for a property which is required to be licensed or certified pursuant to this section or applicable state or federal law, then to be recertified, an applicant must provide proof of active licensure or certification consistent with the requirements of section 397.487(15), Florida Statutes.

(e.) Severability. If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this Subsection F, "Requests for Accommodation," is declared unconstitutional by the final and valid judgment or decree of any court of competent jurisdiction, this declaration of unconstitutionality or invalidity shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this Subsection F, "Requests for Accommodation."

SECTION 3. That all ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 4. That if any section or provision of this ordinance or any portion thereof, any paragraph, sentence, clause, or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part hereof other than the part declared invalid.

SECTION 5. That the provisions of this ordinance shall be codified within the Code of Ordinances of the City of Boynton Beach, Florida, and any paragraph or section may be renumbered to conform with the Code of Ordinances.

SECTION 6. This Ordinance shall take effect in accordance with the law.

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FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this ____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

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Select Year: 2025 Go

The 2025 Florida Statutes

Title XXIX PUBLIC HEALTH | Chapter 397 SUBSTANCE ABUSE SERVICES | View Entire Chapter

397.487 Voluntary certification of recovery residences.—

(1) The Legislature finds that a person suffering from addiction has a higher success rate of achieving long-lasting sobriety when given the opportunity to build a stronger foundation by living in a recovery residence while receiving treatment or after completing treatment. The Legislature further finds that this state and its subdivisions have a legitimate state interest in protecting these persons, who represent a vulnerable consumer population in need of adequate housing. It is the intent of the Legislature to protect persons who reside in a recovery residence.

(2) The department shall approve at least one credentialing entity by December 1, 2015, for the purpose of developing and administering a voluntary certification program for recovery residences. The approved credentialing entity shall:

(a) Establish recovery residence certification requirements.

(b) Establish procedures to:

1. Administer the application, certification, recertification, and disciplinary processes.

2. Monitor and inspect a recovery residence and its staff to ensure compliance with certification requirements.

3. Interview and evaluate residents, employees, and volunteer staff on their knowledge and application of certification requirements.

(c) Provide training for owners, managers, and staff.

(d) Develop a code of ethics.

(e) Establish application, inspection, and annual certification renewal fees. The application fee may not exceed $100. Any onsite inspection fee shall reflect actual costs for inspections. The annual certification renewal fee may not exceed $100.

(3) A credentialing entity shall require the recovery residence to submit the following documents with the completed application and fee:

(a) A policy and procedures manual containing:

1. Job descriptions for all staff positions.

2. Drug-testing procedures and requirements.

3. A prohibition on the premises against alcohol, marijuana, illegal drugs, and the use of prescribed medications by an individual other than the individual for whom the medication is prescribed. For the purposes of this subsection, “marijuana” includes marijuana that has been certified by a qualified physician for medical use in accordance with s. 381.986.

4. Policies to support a resident’s recovery efforts.

5. A good neighbor policy to address neighborhood concerns and complaints.

(b) Rules for residents.

(c) Copies of all forms provided to residents.

(d) Intake procedures.

(e) Sexual predator and sexual offender registry compliance policy.

(f) Relapse policy.

(g) Fee schedule.

(h) Refund policy.

(i) Eviction procedures and policy.

(j) Code of ethics.

(k) Proof of insurance.

(l) Proof of background screening.

(m) Proof of satisfactory fire, safety, and health inspections.

(4) A certified recovery residence must be actively managed by a certified recovery residence administrator. All applications for certification must include the name of the certified recovery residence administrator who will be actively managing the applicant recovery residence.

(5) Upon receiving a complete application, a credentialing entity shall conduct an onsite inspection of the recovery residence.

(6) All owners, directors, and chief financial officers of an applicant recovery residence are subject to level 2 background screening as provided under s. 408.809 and chapter 435. A recovery residence is ineligible for certification, and a credentialing entity shall deny a recovery residence's application, if any owner, director, or chief financial officer has been found guilty of, or has entered a plea of guilty or nolo contendere to, regardless of adjudication, any offense listed in s. 408.809(4) or s. 435.04(2) unless the department has issued an exemption under s. 435.07. Exemptions from disqualification applicable to service provider personnel pursuant to s. 397.4073 or s. 435.07 shall apply to this subsection. In accordance with s. 435.04, the department shall notify the credentialing agency of an owner's, director's, or chief financial officer's eligibility based on the results of his or her background screening.

(7) A credentialing entity shall issue a certificate of compliance upon approval of the recovery residence's application and inspection. The certification shall automatically terminate 1 year after issuance if not renewed.

(8) Onsite followup monitoring of a certified recovery residence may be conducted by the credentialing entity to determine continuing compliance with certification requirements. The credentialing entity shall inspect each certified recovery residence at least annually to ensure compliance.

(a) A credentialing entity may suspend or revoke a certification if the recovery residence is not in compliance with any provision of this section or has failed to remedy any deficiency identified by the credentialing entity within the time period specified.

(b) A certified recovery residence must notify the credentialing entity within 3 business days after the removal of the recovery residence's certified recovery residence administrator due to termination, resignation, or any other reason. The certified recovery residence has 90 days to retain a certified recovery residence administrator. The credentialing entity must revoke the certificate of compliance of any certified recovery residence that fails to comply with this paragraph.

(c) If a certified recovery residence's administrator has been removed due to termination, resignation, or any other reason and had been previously approved to actively manage more than 50 residents pursuant to s. 397.4871(8)(b), the certified recovery residence has 90 days to retain another certified recovery residence administrator pursuant to s. 397.4871. The credentialing entity must revoke the certificate of compliance of any certified recovery residence that fails to comply with this paragraph.

(d) If any owner, director, or chief financial officer of a certified recovery residence is arrested and awaiting disposition for or found guilty of, or enters a plea of guilty or nolo contendere to, regardless of whether adjudication is withheld, any offense listed in s. 435.04(2) while acting in that capacity, the certified recovery residence must immediately remove the person from that position and notify the credentialing entity within 3 business days after such removal. The credentialing entity must revoke the certificate of compliance of a certified recovery residence that fails to meet these requirements.

(e) A credentialing entity shall revoke a certified recovery residence's certificate of compliance if the certified recovery residence provides false or misleading information to the credentialing entity at any time.

(f) Any decision by a department-recognized credentialing entity to deny, revoke, or suspend a certification, or otherwise impose sanctions on a certified recovery residence, is reviewable by the department. Upon receiving an adverse determination, the certified recovery residence may request an administrative hearing pursuant to ss.

120.569 and 120.57(1) within 30 days after completing any appeals process offered by the credentialing entity or the department, as applicable.

(9) A person may not advertise to the public, in any way or by any medium whatsoever, any recovery residence as a "certified recovery residence" unless such recovery residence has first secured a certificate of compliance under this section. A person who violates this subsection commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(10)(a) A certified recovery residence may allow a minor child to visit a parent who is a resident of the recovery residence, provided that a minor child may not visit or remain in the recovery residence between the hours of 9 p.m. and 7 a.m. unless:

1. A court makes a specific finding that such visitation is in the best interest of the minor child; or

2. The recovery residence is a specialized residence for pregnant women or parents whose children reside with them. Such recovery residences may allow children to visit or reside in the residence if the parent does not yet have a time-sharing plan pursuant to s. 61.13, provided that the parent files with the court for establishment of a plan within 14 days of moving into the residence.

(b) A certified recovery residence may not allow a minor child to visit a parent who is a resident of the recovery residence at any time if any resident of the recovery residence is currently required to register as a sexual predator under s. 775.21 or as a sexual offender under s. 943.0435.

(11) Notwithstanding any landlord and tenant rights and obligations under chapter 83, a recovery residence that is certified under this section and has a discharge policy approved by a department-recognized credentialing entity may immediately discharge or transfer a resident in accordance with that policy under any of the following circumstances:

(a) The discharge or transfer is necessary for the resident's welfare.

(b) The resident's needs cannot be met at the recovery residence.

(c) The health and safety of other residents or recovery residence employees is at risk or would be at risk if the resident continues to live at the recovery residence.

(12) Any person discharged from a recovery residence under subsection (11) who willfully refuses to depart after being warned by the owner or an authorized employee of the recovery residence commits the offense of trespass in a recovery residence, a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(13) Beginning January 1, 2025, a certified recovery residence may not deny an individual access to housing solely on the basis that he or she has been prescribed federally approved medication that assists with treatment for substance use disorders by a licensed physician, a physician's assistant, or an advanced practice registered nurse registered under s. 464.0123.

(14) A local ordinance or regulation may not further regulate the duration or frequency of a resident's stay in a certified recovery residence located within a multifamily zoning district after June 30, 2024. This provision shall expire July 1, 2026.

(15)(a) By January 1, 2026, the governing body of each county or municipality shall adopt an ordinance establishing procedures for the review and approval of certified recovery residences within its jurisdiction. The ordinance must include a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence.

(b) At a minimum, the ordinance must:

1. Be consistent with the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq.

2. Establish a written application process for requesting a reasonable accommodation for the establishment of a certified recovery residence, which application must be submitted to the appropriate local government office.

3. Require the local government to date stamp each application upon receipt. If additional information is required, the local government must notify the applicant in writing within the first 30 days after receipt of the application and allow the applicant at least 30 days to respond.

4. Require the local government to issue a final written determination on the application within 60 days after receipt of a completed application. The determination must:

a. Approve the request in whole or in part, with or without conditions; or

b. Deny the request, stating with specificity the objective, evidence-based reasons for denial and identifying any deficiencies or actions necessary for reconsideration.

5. Provide that if a final written determination is not issued within 60 days after receipt of a completed application, the request is deemed approved unless the parties agree in writing to a reasonable extension of time.

6. Require that the application include, at a minimum:

a. The name and contact information of the applicant or the applicant's authorized representative;

b. The property address and parcel identification number; and

c. A description of the accommodation requested and the specific regulation or policy from which relief is sought.

(c) The ordinance may establish additional requirements for the review or approval of reasonable accommodation requests for establishing a certified recovery residence, provided such requirements are consistent with federal law and do not conflict with this subsection.

(d) The ordinance may not require public hearings beyond the minimum required by law to grant the requested accommodation.

(e) The ordinance may include provisions for the revocation of a granted accommodation of a certified recovery residence for cause, including, but not limited to, a violation of the conditions of approval or the lapse, revocation, or failure to maintain certification or licensure required under this section, if not reinstated within 180 days.

(f) The ordinance and establishment of a reasonable accommodation process does not relieve the local government from its obligations under the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq. The regulation for which the applicant is seeking a reasonable accommodation must not facially discriminate against or otherwise disparately impact the applicant.

(16) The application of this section does not supersede any current or future declaration or declaration of condominium adopted pursuant to chapter 718; any cooperative document adopted pursuant to chapter 719; or any declaration or declaration of covenant adopted pursuant to chapter 720.

History.—s. 2, ch. 2015-100; s. 2, ch. 2017-80; s. 7, ch. 2019-159; s. 2, ch. 2020-38; s. 3, ch. 2021-128; s. 10, ch. 2021-156; s. 4, ch. 2023-298; s. 15, ch. 2024-71; s. 3, ch. 2024-176; s. 27, ch. 2025-156; s. 1, ch. 2025-182.

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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:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES, BY AMENDING PART III, ARTICLE II, SECTION 4, BY AMENDING SUBSECTION F, "REQUESTS FOR ACCOMMODATION," IN ORDER TO PROVIDE PROCEDURES FOR HANDLING AND PROCESSING REQUESTS FOR ACCOMMODATION FROM THE CITY'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

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;
- ☐ 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:

[1] See Section 166.041(4)(c), Florida Statutes.

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:

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):

N/A

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/18/2025

Proposed Ordinance No. 25-036- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, adding Chapter 2, Article IV, Section 2-60 to the City Code of Ordinance Entitled "Public-Private Partnerships;" Establishing Procedures for Public-Private Partnerships and Unsolicited Proposals; Providing for Codification; Providing for Severability; Providing for Conflicts; and Providing for an Effective Date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-036, at second reading.

Explanation of Request: The City Commission of the City of Boynton Beach, Florida, has established a purchasing policy for the fair and equitable method of administering purchases of goods and services in order to maximize the purchasing value of public funds.

On February 17, 2015, City Commission passed Resolution No. R15-020 to establish a non-exclusive procurement process for public-private partnerships consistent with section 287.05712, Florida Statutes.

Section 255.065, Florida Statutes (the “P3 Statute”), was recently amended by the Florida Legislature through Florida HB 781, effective July 1, 2024, to modify the manner in which local governments consider and proceed with unsolicited proposals for public-private partnerships.

The City Commission desires to amend of the City Code to align with the new approval methods afforded by Florida HB 781 (2024), and section 255.065, Florida Statutes.

How will this affect city programs or services? If approved, this Ordinance will establish procedures for receiving, reviewing, evaluating, approving, and implementing unsolicited P3 projects.

Account Line Item and Description: N/A

Fiscal Impact: N/A

Attachments:
Ord 25-036 Public_Private_Partnership_-_Rev._10.23.25_-_Final.docx

Agenda Item 3814-2025 Business Impact Statement - P3 Ordinance.docx
Agenda Item 3814-2025 - P3 Ordinance - Nov 4 Agenda.pptx

ORDINANCE NO. 25-036

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, ADDING CHAPTER 2, ARTICLE IV, SECTION 2-60 TO THE CITY CODE OF ORDINANCES ENTITLED "PUBLIC-PRIVATE PARTNERSHIPS;" ESTABLISHING PROCEDURES FOR PUBLIC-PRIVATE PARTNERSHIPS AND UNSOLICITED PROPOSALS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach, Florida, has established a purchasing policy for the fair and equitable method of administering purchases of goods and services to maximize the purchasing value of public funds; and

WHEREAS, on February 17, 2015, the City Commission passed Resolution No. R15-020 to establish a non-exclusive procurement process for public-private partnerships consistent with prior statute section 287.05712, Florida Statutes; and

WHEREAS, section 255.065, Florida Statutes (the "P3 Statute" as amended from time to time) was recently amended by the Florida Legislature through Florida HB 781, effective July 1, 2024, to modify the manner in which local governments consider and proceed with unsolicited proposals for public-private partnerships; and

WHEREAS, to promote the efficient and effective use of the public-private partnership method of project delivery, the City Commission desires to amend the City Code to align with the new approval methods afforded by Florida HB 781 (2024), and section 255.065, Florida Statutes; and

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Words in <u>underlined</u> type are additions.

WHEREAS, the City Commission has determined that this amendment serves the public health, safety, and welfare of the citizens of the City of Boynton Beach.

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

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: Code of Ordinances Chapter 2, "Administration," Article IV, "Purchasing and Consultants," Section 2-60 "Reserved" is hereby amended to read as follows:

Sec. 2-60. Public-private partnerships; unsolicited proposals

(a) *Policy and intent.* The City Commission hereby fully adopts for the best interests of the City, and for the benefit of residents and businesses in the City and of the community, the legislative findings and intent set forth in section 255.065, Florida Statutes, entitled "Public-private partnerships" as amended from time to time, as such statute relates to public-private partnerships ("P3s"), unsolicited proposals, public records and public meetings exceptions, and other matters set forth in this statute. This Code section is cumulative and supplemental to this Statute, and other authority and power as vested in the City of Boynton Beach by section 166.011, Florida Statutes, et seq., the "Municipal Home Rule Powers Act," the City Charter, and Code of Ordinances of the City of Boynton Beach. This section, whenever applicable, provides an alternative method of contracting and will not be deemed to limit the power and authority of the City Commission to procure, finance, operate, or maintain any public improvements, goods, or services. It is the City's intent that the public records and meetings exception, as applicable and as amended, will apply to such records and meetings as allowed by Florida law. The City will use reasonable efforts to protect the confidentiality of documents exempted by general law from disclosure to the extent provided by law.

(b) *Definitions.* Except as otherwise specifically set herein, the City adopts the definitions set forth in section 255.065, Florida Statutes, as amended from time to time. For the purposes of this section, the following definitions shall apply to the City:

(1) *City* means the City of Boynton Beach, Florida.

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(2) *City Manager* includes the City Manager or the City Manager's designee.

(3) *Comprehensive agreement* means the contract between the City and a private entity for a qualifying project as defined in section 255.065, Florida Statutes.

(4) *P3* means a public-private partnership contractual arrangement between the City and a private entity to design, build, finance, operate, or maintain a qualifying project.

(5) *Responsible public entity* means the City of Boynton Beach, inclusive of all departments, agencies, and instrumentalities.

(6) *Value for money analysis* means a process used to compare the financial impacts of a public-private partnership method of delivery with traditional public delivery alternatives, including present value life-cycle costs, risk allocation, and opportunity costs.

(c) *Application Fee.* A private entity submitting an unsolicited proposal must pay an initial application fee of twenty-five thousand dollars ($25,000) by cash, cashier's check, or other non-cancelable instrument. Personal checks will not be accepted. If the initial application fee does not cover the City's costs to evaluate the proposal, the City shall request additional amounts in writing. The private entity must pay additional amounts within thirty (30) days of written notice, or the City may cease review of the proposal. Any unused portion of fees shall be refunded to the private entity upon completion of the evaluation process.

(d) *Unsolicited Proposal Requirements.* An unsolicited proposal must include the following minimum information:

(1) Description of the qualifying project, including conceptual design, schedule, and scope of services;

(2) Description of the method to secure necessary property interests;

(3) General financing plans, including funding sources and proposed debt or equity investment;

(4) Contact information for the private entity;

(5) Proposed user fees, lease payments, or service payments and methodology for changes over time;

(6) Detailed financial analysis of the proposed project;

(7) Community impact assessment and stakeholder engagement plan;

(8) Evidence that the private entity meets minimum qualification standards;

(9) Any additional information reasonably requested by the City Manager.

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After completing review of the proposal, if the proposal is deemed sufficient, the City Manager may choose to proceed with the Competitive Process (e), Alternative Process for Qualifying Projects (f), or reject the proposal if determined not to be in the best interest of the City.

(e) *Competitive Process.*

(1) *Public Notice and Competition.* If the City Manager receives an unsolicited proposal and intends to consider a comprehensive agreement, the City shall publish notice in the Florida Administrative Register and a newspaper of general circulation or the City website, or such other method authorized by applicable law, at least once per week for two (2) weeks stating that the City has received a proposal and will accept other proposals for the same project. The timeframe for accepting other proposals shall be at least twenty-one (21) days but no more than one hundred twenty (120) days after initial publication, unless otherwise determined by the City Commission in accordance with section 255.065, Florida Statutes. Notice shall be mailed to each local government in the affected area.

(2) *Evaluation and Selection.* The City Manager shall establish an evaluation committee to review and rank proposals based on factors including professional qualifications, business terms, innovative design or cost-reduction techniques, and financial plans. The evaluation committee may include City staff, subject matter experts, consultants, or other persons as determined by the City Manager or designee. Recommendations shall be submitted to the City Manager and then to the City Commission for further evaluation and final determination, as further set forth herein.

(3) *Projects Including Design Work.* If a solicited qualifying project includes design work, the solicitation must include a design criteria package meeting the requirements of section 255.065, Florida Statutes.

(f) *Alternative Process for Qualifying Projects.* The City Commission may proceed with an unsolicited proposal without engaging in the competitive bidding process described in section (e) above, if the City holds two duly noticed public meetings. The first meeting shall present the proposal and allow the public and affected entities to comment. The second meeting shall determine that the proposal is in the public's best interest by considering the benefits to the public, the financial structure and economic efficiencies of the proposal, the private entity's qualifications and experience, the project's compatibility with regional infrastructure plans, and public comments and responses thereto. If proceeding without competitive bidding, the City must publish a report in the Florida Administrative Register for at least seven days, including the public interest determination, factors considered, and findings based on each considered factor. The City must also provide a statement that explains why the proposal should proceed and addresses public comments.

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(g) *Value for Money Analysis.* For projects with estimated costs of fifty million dollars ($50,000,000) or more, the City shall require a value-for-money analysis comparing the public-private partnership approach to traditional procurement methods. Notwithstanding the foregoing, the City Manager or City Commission may require a value-for-money analysis to be completed for any project, regardless of cost.

(h) *City Commission Approval.* All interim agreements and comprehensive agreements require City Commission approval. Before approving a comprehensive agreement, the City Commission must determine that:

(1) The project is in the public's best interest;

(2) The project involves City-owned facilities or facilities that will be conveyed to the City, unless meeting an exemption under 255.065, Florida Statutes;

(3) Adequate safeguards exist to protect against additional public costs or service disruptions in the event of material default or cancellation of the comprehensive agreement;

(4) Adequate safeguards exist for adding capacity to the project;

(5) The private entity has appropriate qualifications and financial capacity, and a reasonable finance plan consistent with the requirements in section 255.065, Florida Statutes;

(6) The project cost is reasonable compared to similar facilities;

(7) The project is a qualifying project as defined in 255.065, Florida Statutes; and

(8) The agreement will result in timely project delivery.

The City Commission may approve an interim agreement before or in connection with the negotiation of a comprehensive agreement with the private entity proposing the development or operation of the qualifying project in accordance with the requirements of section 255.065, Florida Statutes, or may proceed directly with a comprehensive agreement. The comprehensive agreement shall include all applicable statutory requirements.

(i) *Performance and Payment Security.* The City shall require appropriate performance and payment bonds, letters of credit, or other acceptable security as determined by the City's Manager or the City Manager's designee. Construction components shall comply with section 255.05, Florida Statutes, regarding performance and payment bonds.

(j) *Insurance Requirements.* Private entities must maintain public liability insurance or self-insurance in amounts satisfactory to the City and reasonably sufficient to ensure coverage of tort liability and continued project operation. The City shall be named as additional insured on all policies.

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(k) *Public Records.* If a private entity believes information submitted is exempt from public records disclosure, the entity must expressly identify the statutory basis for the claimed exemption and segregate exempt information. The City will make reasonable efforts to protect the confidentiality of exempt information as provided by law.

(l) *Rejection of Proposals.* The City expressly reserves the right to reject any or all proposals at any point in the process prior to execution of a comprehensive agreement. No recommendations, actions, or decisions under this section may be protested, and the City's bid protest procedures shall not apply to public-private partnerships.

(m) *Sovereign Immunity.* Nothing in this section waives the City's sovereign immunity beyond the limits established by Florida law, including section 768.28, Florida Statutes.

(n) *Professional Services.* This section does not apply to stand-alone professional services as defined in section 287.055, Florida Statutes, or professional services procured in design-build projects outside the context of public-private partnerships. Such services shall continue to be procured under section 287.055, Florida Statutes, and applicable City Code provisions.

This section applies to any public-private partnerships and/or unsolicited proposals that have not been affirmatively voted on by the City Commission at the time of adoption to proceed with the procedures set forth by section 255.065, Florida Statutes, as amended.

Section 3: Codification. It is the intention of the City Commission of the City of Boynton Beach, 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 4: 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 as eliminated and in no way affect the validity of the other provisions of this Ordinance.

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Section 5: Conflicts. That all Ordinances or parts of Ordinances, Resolutions, including, but not limited to, Resolution No. R15-020, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 6: Effective Date. That this Ordinance shall take effect immediately upon passage.

[SIGNATURES ON THE FOLLOWING PAGE]

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FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____ _____

Maylee DeJesús, MMC
City Clerk

Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____

Shawna G. Lamb
City Attorney

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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:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, ADDING CHAPTER 2, ARTICLE IV, SECTION 2-60 TO THE CITY CODE OF ORDINANCES ENTITLED "PUBLIC-PRIVATE PARTNERSHIPS"; ESTABLISHING PROCEDURES FOR PUBLIC-PRIVATE PARTNERSHIPS AND UNSOLICITED PROPOSALS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR 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;
- ☐ 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;

[1] See Section 166.041(4)(c), Florida Statutes.

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):

On February 17, 2015, City Commission passed Resolution No. R15-020 to establish a non-exclusive procurement process for public-private partnerships consistent with section 287.05712, Florida Statutes. Section 255.065, Florida Statutes (the "P3 Statute") was recently amended by the Florida Legislature through Chapter 2024-96, Laws of Florida, effective July 1, 2024, to modify the manner in which local governments consider and proceed with unsolicited proposals for public-private partnerships. The City Commission desires to amend of the City Code to align with the new approval methods afforded by Ch. 2024-96, Laws of Florida, and the P3 Statute.

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:

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
N/A

4. Additional information the governing body deems useful (if any):

N/A

Proposed Ordinance No. 25-036

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Public-Private Partnerships (P3)

Background

- In 2015, City Commission passed Resolution No. R15-020 to establish a non-exclusive procurement process for public-private partnerships consistent with Florida Statutes
- Section 255.065, Florida Statutes, was amended on July 1, 2024, to modify the manner in which local governments consider and proceed with unsolicited proposals for public-private partnerships.
- This Ordinance amends the City Code to align with the new approval methods.

Public-Private Partnerships (P3)

Ordinance

- Implements a process for the City to receive, review, and proceed with unsolicited P3 proposals through either a competitive or non-competitive process.
- Adopts an Initial Application Fee ($25,000).

Discussion and Vote

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.
11/18/2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/18/2025

Proposed Ordinance No. 25-037- Second Reading, An Ordinance of the City of Boynton Beach, Florida, Submitting to Referendum an Amendment to the City Charter; Adding a Preamble to the City Charter to Establish the Foundational Purposes and Principles Of City Governance; Providing for a Notice of an Advertisement of the Referendum Election to be Published in Accordance with the State of Florida Election Code; Providing that this Ordinance, when Adopted, Shall Be Submitted to the Qualified Electors of the City of Boynton Beach, Florida, on the March 2026 General Municipal Election Ballot and Shall Become Effective as Provided by Law; Providing for Conflicts, Severability, and an Effective Date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-037, at second reading.

Explanation of Request:

The Charter Review Committee (the "Committee") was established by Resolution No. R25-195 of the City Commission of the City of Boynton Beach, Florida. This resolution authorized the formation of a five-member advisory committee to review and propose amendments to the City Charter. Members were appointed individually by the Mayor, Vice Mayor, and City Commissioners, representing a cross-section of professional experience and civic engagement.

The Committee was charged with:

1. Reviewing the existing City Charter;
2. Considering proposed amendments prepared by the City Attorney's Office; and
3. Recommending any additional modifications necessary to improve the Charter's clarity, function, and responsiveness to the public interest.

The Committee met regularly from August through October 2025 and received staff assistance from the City Attorney's Office and City Clerk's Office. All meetings were publicly noticed and conducted in accordance with the Florida Sunshine Law.

Based on its review, the Committee recommends adoption of the following proposed charter amendment:

Preamble Creation

The proposed Charter Preamble establishes the foundational purposes and guiding principles of the City of Boynton Beach's government. It provides an introductory statement expressing the City's core values and the intent behind its Charter provisions.

Specifically, the preamble:

- Affirms the City's commitment to protecting the general health, safety, and welfare of its residents;
- Expresses the principles of honest, efficient, and responsive governance as central to municipal operations; and
- Formally recognizes that the Charter is adopted pursuant to the Florida Constitution and state law, grounding the City's home rule authority in the broader framework of state government.

While the preamble does not create new powers or legal obligations, it serves an important symbolic and interpretive role—articulating the civic philosophy that underlies all sections of the Charter. It provides context for understanding the City's governmental structure, helps guide interpretation of the Charter in future legal or policy settings, and mirrors best practices in other Florida municipalities, including preambles to affirm their community values and purpose.

In short, the preamble frames the City Charter as a document dedicated to good governance, community wellbeing, and accountability to the people of Boynton Beach.

How will this affect city programs or services? None.

Budgeted Item: Yes

Account Line Item and Description: None.

Fiscal Impact: None.

Attachments:
Ord 25-037 Charter_Preamble (1).docx
Agenda Item 3917-2025 Business Impact Statement - Charter Preamble.docx
Agenda Items 3917-3921 Charter Amendment Ordinances - Nov 4 Agenda.pptx

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CITY CHARTER; ADDING A PREAMBLE TO THE CITY CHARTER TO ESTABLISH THE FOUNDATIONAL PURPOSES AND PRINCIPLES OF CITY GOVERNANCE; PROVIDING FOR A NOTICE OF AN ADVERTISEMENT OF THE REFERENDUM ELECTION TO BE PUBLISHED IN ACCORDANCE WITH THE STATE OF FLORIDA ELECTION CODE; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF BOYNTON BEACH, FLORIDA, ON THE MARCH 2026 GENERAL MUNICIPAL ELECTION BALLOT AND SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, as amended, provides for a methodology of Charter amendments supplementary to and not in conflict with the Charter of the City of Boynton Beach ("City"); and

WHEREAS, Chapter 166, Florida Statutes, as amended, provides that such an amendment may be submitted to a referendum vote by the City Commission through the adoption of an Ordinance calling for such a referendum election; and

WHEREAS, the City Commission has determined that it is in the best interest of the City to add a Preamble to the City Charter that articulates the foundational purposes and principles underlying the City's governance structure; and

WHEREAS, the City Commission has publicly reviewed, considered, and directed that this Ordinance be prepared and that the appropriate Charter Referendum question be included herein and submitted to the qualified electors of the City of Boynton Beach, Florida, at the March 2026 General Municipal Election.

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

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: The City Charter is hereby revised to read as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

Section 3: The Ballot Title shall be as follows:

AMENDMENT TO CITY CHARTER – ADDITION OF PREAMBLE

Section 4: The following question shall be placed on the ballot for consideration by the qualified electors of the City of Boynton Beach, Florida, at the March 2026 General Municipal Election in Palm Beach County, Florida. The election ballot question shall read as follows:

Shall the City Charter be amended to add a Preamble establishing the foundational purposes and principles of the City's government, including protecting the general health, welfare, and safety of residents and promoting honest, efficient, and responsive government?

YES_____ NO_____

Section 5: That should a majority of electors voting on the above-referenced referendum election vote "YES," thereby approving the above ballot issue, the revised charter language shall become a part of the Charter of the City of Boynton Beach, Florida.

Section 6: The City Clerk is hereby directed to update and republish the City Charter to incorporate any approved amendments, including:

(a) Affixing the appropriate article and section numbers and/or letters to conform the Charter to the approved amendments;

(b) Making all necessary technical corrections to cross-references, table of contents, and formatting;

(c) Coordinating with the City's municipal code provider to update the Charter on the City's municipal code website within thirty (30) days of certification of election results; and

(d) Filing the updated Charter with the Florida Department of State within the timeframe required by law.

Section 7: The City Clerk of the City of Boynton Beach is hereby authorized and directed to take all steps necessary to place this charter amendment on the ballot, including but not limited to:

(a) Preparing and publishing all notices and advertisements required by Florida Statutes Chapter 100, the City's Charter, and the City's Code of Ordinances;

(b) Coordinating with the Palm Beach County Supervisor of Elections to ensure the charter amendment question is properly placed on the ballot;

(c) Providing the Supervisor of Elections with the ballot title and summary in the form and timeframe required;

(d) Ensuring compliance with all applicable deadlines under state and local law; and

(e) Taking any and all other actions required to effectuate the referendum election.

Section 8: All Ordinance or parts of Ordinance in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 9: 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 as eliminated and in no way affect the validity of the other provisions of this Ordinance.

Section 10: This Ordinance shall become effective immediately upon execution by all parties.

Section 11: Effective Date of Proposed Charter Amendments. The Proposed Charter Amendments will take effect upon the affirmative vote of a majority of those electors voting in the March 2026 election in the City of Boynton Beach.

FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

PREAMBLE

The citizens of the City of Boynton Beach, in order to protect the general health, welfare, and safety of its residents, promote honest, efficient, and responsive government, hereby adopt a City Charter in accordance with the Constitution and Statutes of the State of Florida.

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:

An Ordinance of the City of Boynton Beach, Florida, Submitting to Referendum an Amendment to the City Charter; Adding a Preamble to the City Charter to Establish the Foundational Purposes and Principles Of City Governance; Providing for a Notice of an Advertisement of the Referendum Election to be Published in Accordance with the State of Florida Election Code; Providing that this Ordinance, when Adopted, Shall Be Submitted to the Qualified Electors of the City of Boynton Beach, Florida, on the March 2026 General Municipal Election Ballot and Shall Become Effective as Provided by Law; 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;

☐ 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;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ 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):

The proposed Charter Preamble establishes the foundational purposes and guiding principles of the City of Boynton Beach's government. It provides an introductory statement expressing the City's core values and the intent behind its Charter provisions.

Specifically, the preamble:

Affirms the City's commitment to protecting the general health, safety, and welfare of its residents;

Expresses the principles of honest, efficient, and responsive governance as central to municipal operations; and

Formally recognizes that the Charter is adopted pursuant to the Florida Constitution and state law, grounding the City's home rule authority in the broader framework of state government.

While the preamble does not create new powers or legal obligations, it serves an important symbolic and interpretive role—articulating the civic philosophy that underlies all sections of the Charter. It provides context for understanding the City's governmental structure, helps guide interpretation of the Charter in future legal or policy settings, and mirrors best practices in other Florida municipalities, including preambles to affirm their community values and purpose.

In short, the preamble frames the City Charter as a document dedicated to good governance, community wellbeing, and accountability to the people of Boynton Beach.

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:

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
   N/A

4. Additional information the governing body deems useful (if any):

N/A

Proposed Ordinance No. 25-037

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment 1: Charter Preamble

Purpose

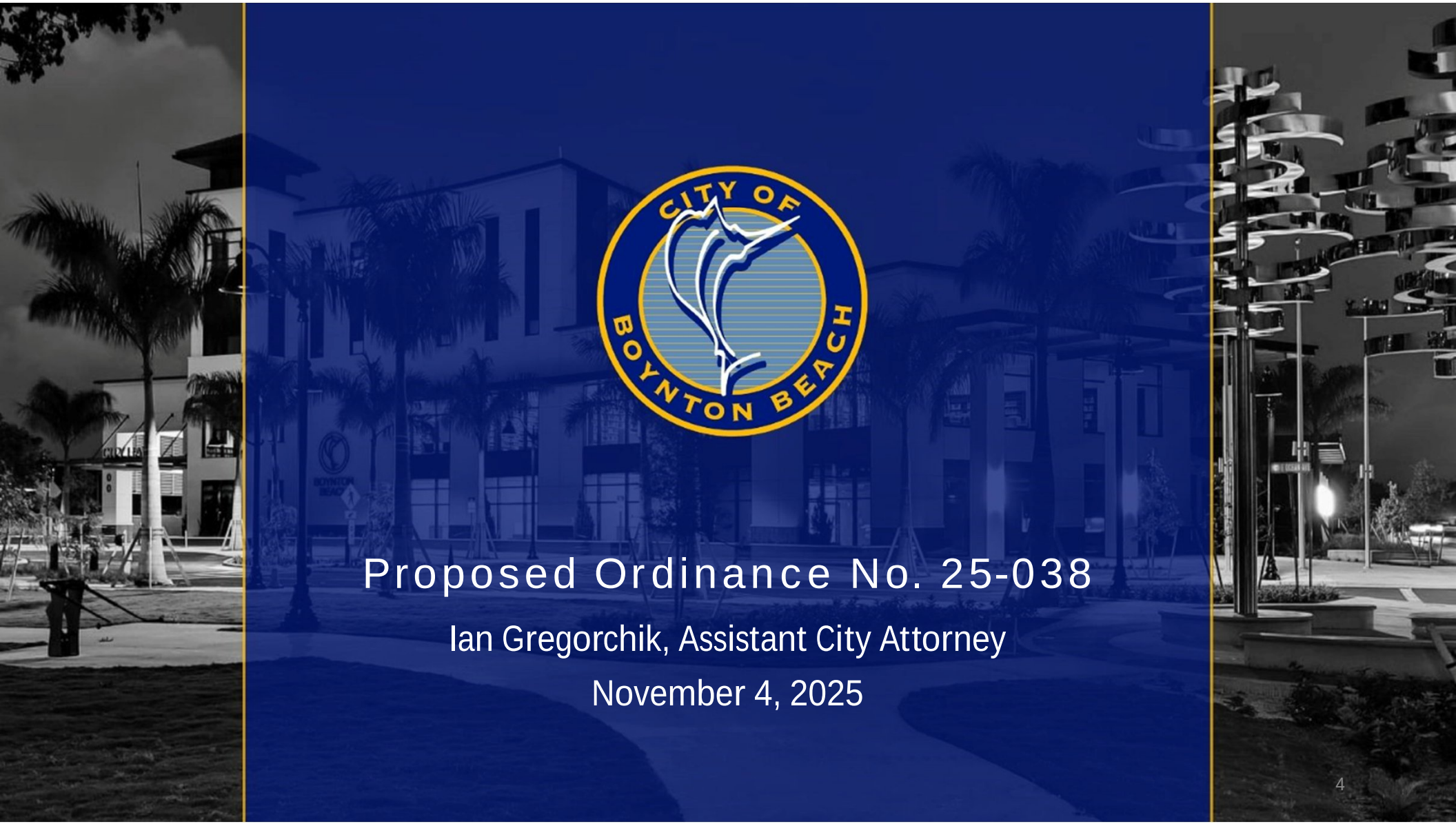
Add a preamble to establish the foundational purposes and principles of city governance.

Proposed Preamble Text

"The citizens of the City of Boynton Beach, in order to protect the general health, welfare, and safety of its residents, promote honest, efficient and responsive government, hereby adopt a revised City Charter in accordance with the Constitution and Statutes of the State of Florida."

Ballot Question: *Shall the City Charter be amended to add a Preamble establishing the foundational purposes and principles of the City's government, including the protection of the general health, welfare, and safety of residents and the promotion of honest, efficient, and responsive government?*

Discussion and Vote



Proposed Ordinance No. 25-038

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment: Charter Section 3

Current Requirement

Candidates must reside in the city for one year prior to filing

Proposed Change

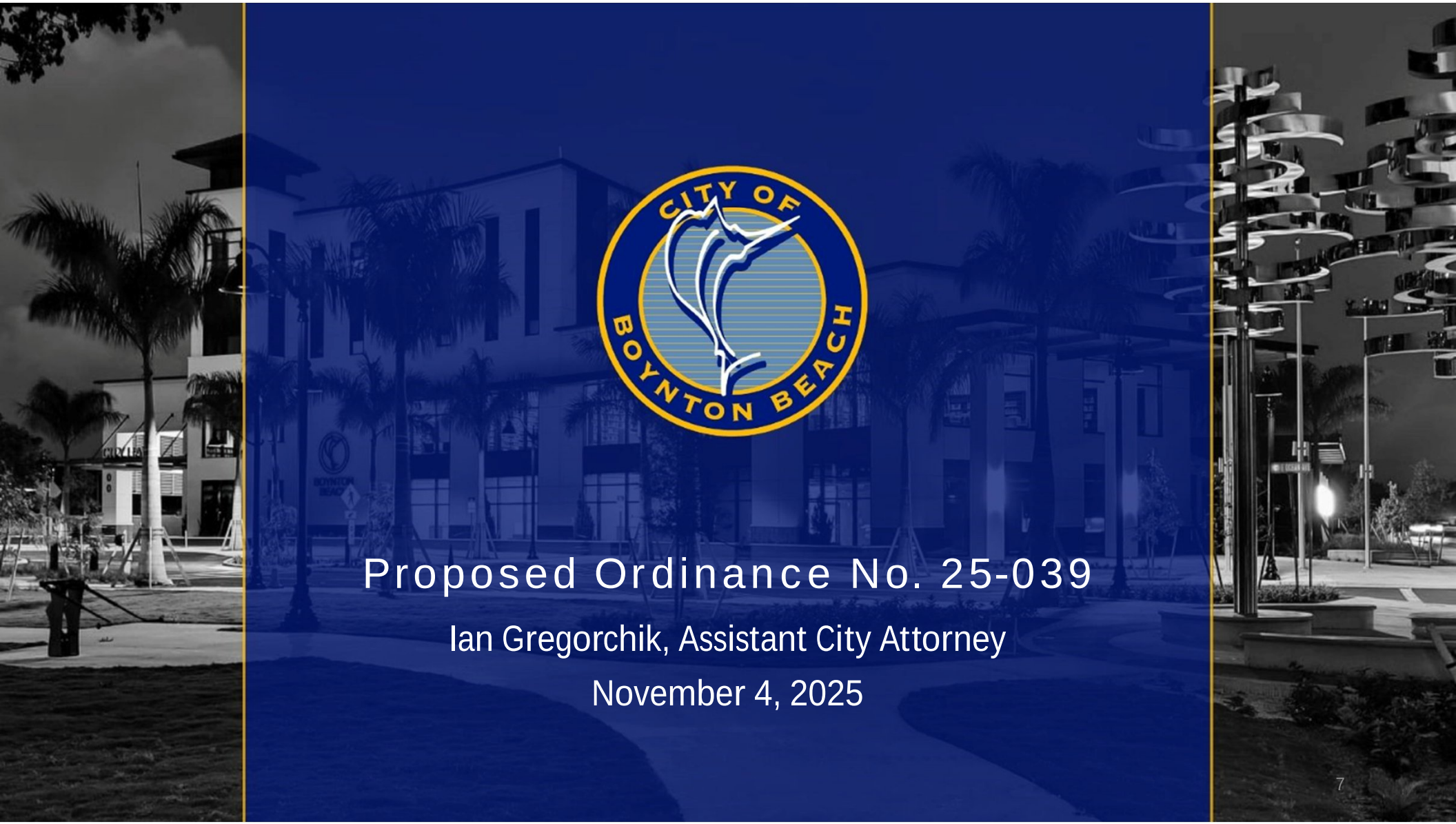
Add a requirement for continuous residence within the city for at least one (1) year prior to filing for office

Key Benefits

- Ensures candidates have sustained commitment to the community
- Prevents last-minute residency claims
- Clarifies eligibility standards

> ***Ballot Question:*** *Shall the City Charter be amended to require that candidates have resided continuously within the City for at least one (1) year prior to filing for office?*

Discussion and Vote



Proposed Ordinance No. 25-039

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment: Charter Section 5

CURRENT TERMS	PROPOSED CHANGES
3-year terms	4-year terms (begins 2028)
2 consecutive term limit	2 consecutive term limit remains
Unclear “full term” definition	Serving >1/2 term = full term
No sit-out period	1-year sit-out required

Key Changes

- Increases terms of office for the Mayor and City Commissioners from three (3) to four (4) years, beginning with the March 2028 municipal election;
- Clarifies what constitutes a "term" for purposes of enforcing term limits—specifically, that service of more than one-half of a full term counts as a complete term;
- Imposes a one-year "sit-out period" after any person serves two consecutive terms before becoming eligible to run again for any elective City office.
- As written, Ordinance treats the office of Mayor and Commissioner the same for term limits.
- Example: If Commissioner Smith completes 2 consecutive terms ending in March 2030, they cannot run for Mayor or Commissioner again until the March 2032 election (after 1 year has passed).

Benefits

- Continuity of leadership
- Reduces election frequency and cost

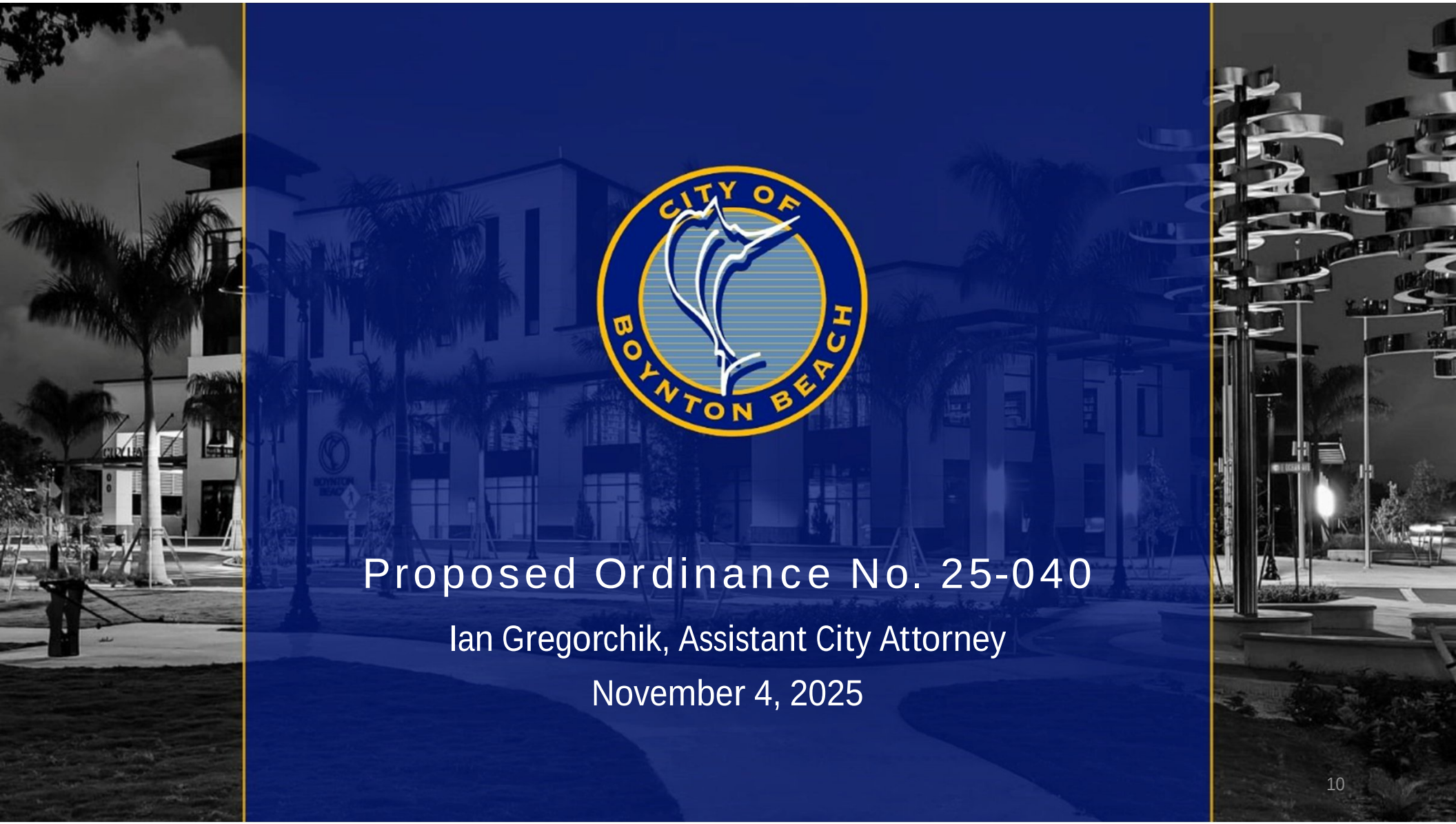
Implementation Timeline

- March 2026 election: 3-year terms
- March 2028 and beyond: 4-year terms

> ***Ballot Question:*** *Shall the City Charter be amended to: (1) increase the term of elective offices from three (3) years to four (4) years; (2) clarify that serving more than one-half of a full term constitutes a complete term for purposes of term limits; and (3) require a mandatory sit-out period of one (1) year for any person who has served more than two (2) consecutive terms?*

8

Discussion and Vote



Proposed Ordinance No. 25-040

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment: Charter Section 20

Key Changes

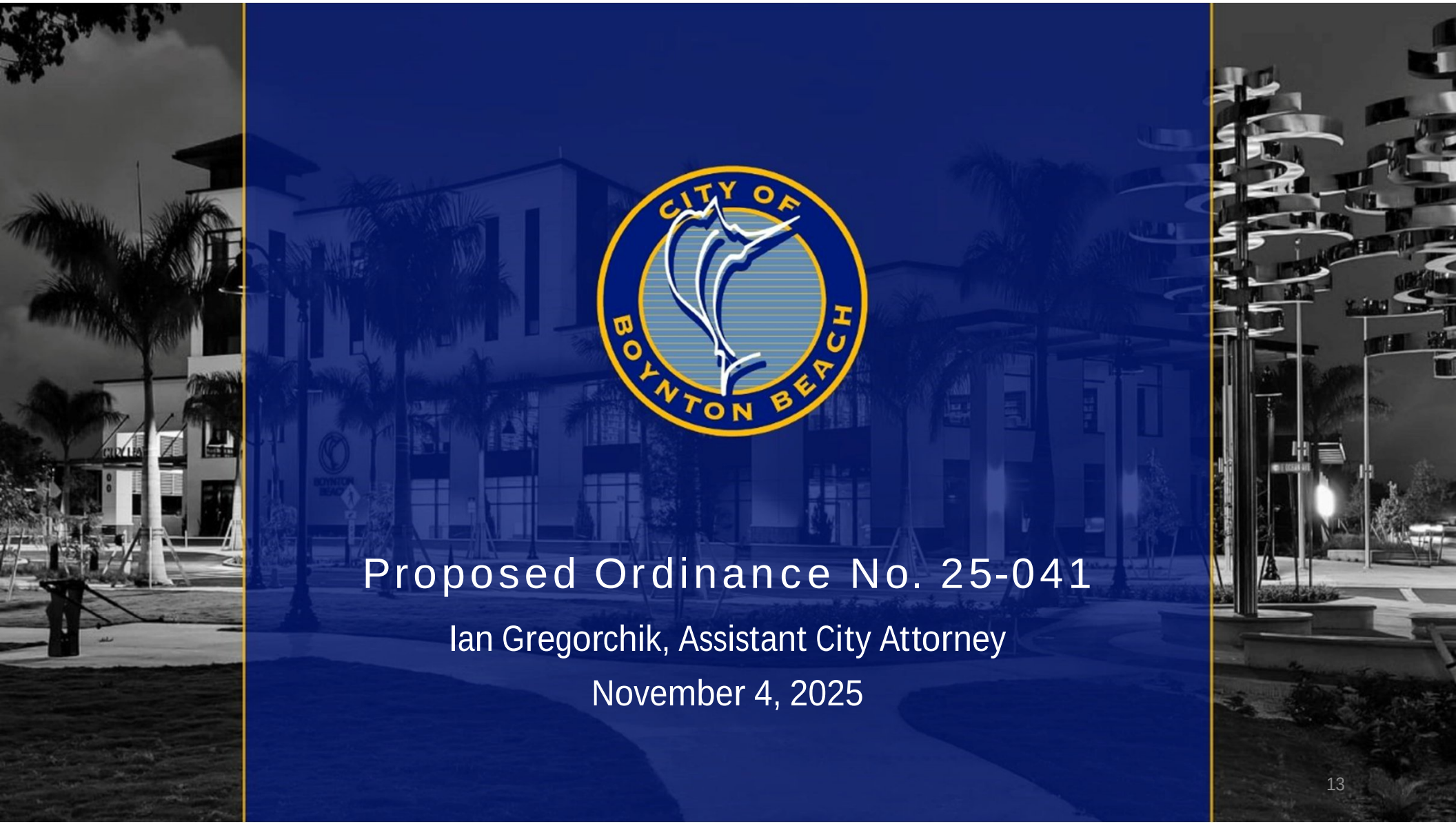
- Reaffirms the City's Commission/City Manager model of government, explicitly identifying the Mayor and Commission as the legislative and policy-making body;
- Requires a super-majority approval by the City Commission to appoint or remove the City Manager and City Attorney, ensuring stability in key leadership roles;
- Clarifies that all other City employees are hired, appointed, and discharged by the City Manager, with the appointment or discharge of Assistant City Managers subject to Commission confirmation;
- Defines the City Manager's administrative authority over all departments, personnel, and day-to-day operations; and
- Prohibits individual Commissioners from directing or interfering with staff, reinforcing professional management and ethical boundaries between policy and administration.

Benefits

- Promotes stability in key leadership positions
- Reduces political interference in administration
- Clarifies separation of policy from operations

> ***Ballot Question:*** *Shall the City Charter be amended to: (1) clarify the Commission/City Manager form of government; (2) require a super majority vote for the appointment and removal of the City Manager and City Attorney; and (3) clarify the duties and responsibilities of the City Manager and City Commissioners in the governance structure?*

Discussion and Vote



Proposed Ordinance No. 25-041

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment: Language Modernization

Updates to Multiple Charter Sections (8, 20, 23, 24, 40, 50, 52, 54, 55)

Modernize Language

- Replace: “he,” “him,” “his/her”
- With: “they,” “them,” “their” or title roles

Notice Requirements

- Include digital communication methods
- Comply with current FL Statutes

- Replaces gender-specific language (e.g., "he/his") with neutral terms throughout the Charter;
- Updates notice and publication requirements to comply with modern communication practices, allowing notices to be published electronically on the City's website as permitted by Florida Statutes;
- Makes minor grammatical and formatting corrections to ensure consistency and readability.

Benefits
This modernization package does not change the substance of City governance but aligns the Charter with contemporary standards of inclusivity, transparency, and statutory compliance, reducing ambiguity and improving public understanding.

Ballot Question: *Shall the City Charter be amended to: (1) modernize language by replacing outdated masculine-only pronouns; and (2) update notice and publication requirements to comply with current Florida law and include digital communication methods?*

Discussion and Vote

Implementation Timeline

- Today - City Commission consideration of referendum ordinances
- First Reading - Commission adopts ordinances on first reading
- Second Reading - Final passage of referendum ordinances
- Notice & Publication - City Clerk advertises referendum per Florida Election Code
- March 2026 - Voters decide on approved amendments
- Upon Voter Approval - Amendments become effective immediately
- March 2028 - Four-year terms begin (if Amendment 3 approved)

Important Notes

- Each amendment is voted on separately - approval of one does not affect others
- City Clerk will ensure proper ballot formatting and publication

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.
11/18/2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/18/2025

Proposed Ordinance No. 25-038- Second Reading, An Ordinance of the City of Boynton Beach, Florida, Submitting to Referendum Amendments to the City Charter; Amending Section 3 to Require Continuous Residence within the City for at Least One (1) Year Prior to Filing to Run for Office; Providing for a Notice of an Advertisement of the Referendum Election to be Published in Accordance with the State of Florida Election Code; Providing that this Ordinance, when Adopted, Shall be Submitted to the Qualified Electors of the City of Boynton Beach, Florida, on the March 2026 General Municipal Election Ballot and Shall Become Effective as Provided by Law; Providing for Conflicts, Severability, and an Effective Date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-038, at second reading.

Explanation of Request:

The Charter Review Committee (the "Committee") was established by Resolution No. R25-195 of the City Commission of the City of Boynton Beach, Florida. This resolution authorized the formation of a five-member advisory committee to review and propose amendments to the City Charter. Members were appointed individually by the Mayor, Vice Mayor, and City Commissioners, representing a cross-section of professional experience and civic engagement.

The Committee was charged with:

1. Reviewing the existing City Charter;
2. Considering proposed amendments prepared by the City Attorney's Office; and
3. Recommending any additional modifications necessary to improve the Charter's clarity, function, and responsiveness to the public interest.

The Committee met regularly from August through October 2025 and received staff assistance from the City Attorney's Office and City Clerk's Office. All meetings were publicly noticed and conducted in accordance with the Florida Sunshine Law.

Based on its review, the Committee recommends adoption of the following proposed charter amendment:

Section 3 -- Candidate Qualifications and Residency Requirements

This amendment revises Section 3 (Composition, Election, Terms, Vacancies) of the City Charter to require that candidates for Mayor and City Commissioner must have resided continuously within the City of Boynton Beach for at least one (1) year prior to filing for office.

The amendment:

- Clarifies candidate qualifications by explicitly requiring continuous residency within the City for a minimum of one year before qualifying to run;
- Ensures that candidates for district seats must also have resided continuously within their respective districts for at least one year prior to filing;
- Affirms age and elector requirements, maintaining that all candidates must be at least 21 years of age and qualified electors of the City;
- Reorganizes and modernizes section language for consistency and readability; and
- Reinforces accountability and community connection, ensuring that individuals seeking office have a sustained and genuine commitment to Boynton Beach and its neighborhoods.

In practical effect, this amendment codifies the City's expectation that elected officials should have meaningful, ongoing ties to the community they serve, while maintaining consistency with constitutional standards for candidate qualifications.

How will this affect city programs or services? None.

Budgeted Item: Yes

Account Line Item and Description: None.

Fiscal Impact: None.

Attachments:
Ord 25-038 Charter_Section_3_-_Final.docx
Agenda Item 3918-2025 Business Impact Statement - Charter Section 3.docx
Agenda Items 3917-3921 Charter Amendment Ordinances - Nov 4 Agenda.pptx

ORDINANCE NO. 25-038

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA SUBMITTING TO REFERENDUM AMENDMENTS TO THE CITY CHARTER; AMENDING SECTION 3 TO REQUIRE CONTINUOUS RESIDENCE WITHIN THE CITY FOR AT LEAST ONE (1) YEAR PRIOR TO FILING TO RUN FOR OFFICE; PROVIDING FOR A NOTICE OF AN ADVERTISEMENT OF THE REFERENDUM ELECTION TO BE PUBLISHED IN ACCORDANCE WITH THE STATE OF FLORIDA ELECTION CODE; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF BOYNTON BEACH, FLORIDA, ON THE MARCH 2026 GENERAL MUNICIPAL ELECTION BALLOT AND SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, as amended, provides for a methodology of Charter amendments supplementary to and not in conflict with the Charter of the City of Boynton Beach ("City"); and

WHEREAS, Chapter 166, Florida Statutes, as amended, provides that such an amendment may be submitted to a referendum vote by the City Commission through the adoption of an Ordinance calling for such a referendum election; and

WHEREAS, the City Commission has determined that it is in the best interest of the City to modify the qualifications for elective offices to ensure candidates have a sustained commitment to the community; and

WHEREAS, the City Commission has publicly reviewed, considered, and directed that this Ordinance be prepared and that the appropriate Charter Referendum question be included

herein and submitted to the qualified electors of the City of Boynton Beach, Florida, at the March 2026 General Municipal Election.

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

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: The City Charter is hereby revised to read as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

Section 3: The Ballot Title shall be as follows:

AMENDMENT TO CITY CHARTER – CANDIDATE QUALIFICATIONS FOR ELECTIVE OFFICES

Section 4: The following question shall be placed on the ballot for consideration by the qualified electors of the City of Boynton Beach, Florida, at the March 2026 General Municipal Election in Palm Beach County, Florida. The election ballot question shall read as follows:

Shall the City Charter be amended to require that candidates have resided continuously within the City for at least one (1) year prior to filing for office?

YES_____ NO_____

Section 5: That should a majority of electors voting on the above-referenced referendum election vote "YES," thereby approving the above ballot issue, the revised charter language shall become a part of the Charter of the City of Boynton Beach, Florida.

Section 6: The City Clerk is hereby directed to update and republish the City Charter to incorporate any approved amendments, including:

(a) Affixing the appropriate article and section numbers and/or letters to conform the Charter to the approved amendments;

(b) Making all necessary technical corrections to cross-references, table of contents, and formatting;

(c) Coordinating with the City's municipal code provider to update the Charter on the City's municipal code website within thirty (30) days of certification of election results; and

(d) Filing the updated Charter with the Florida Department of State within the timeframe required by law.

Section 7: The City Clerk of the City of Boynton Beach is hereby authorized and directed to take all steps necessary to place this charter amendment on the ballot, including but not limited to:

(a) Preparing and publishing all notices and advertisements required by Florida Statutes Chapter 100, the City's Charter, and the City's Code of Ordinances;

(b) Coordinating with the Palm Beach County Supervisor of Elections to ensure the charter amendment question is properly placed on the ballot;

(c) Providing the Supervisor of Elections with the ballot title and summary in the form and timeframe required;

(d) Ensuring compliance with all applicable deadlines under state and local law; and

(e) Taking any and all other actions required to effectuate the referendum election.

Section 8: All Ordinance or parts of Ordinance in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 9: 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 as eliminated and in no way affect the validity of the other provisions of this Ordinance.

Section 10: This Ordinance shall become effective immediately upon execution by all parties.

Section 11: Effective Date of Proposed Charter Amendments. The Proposed Charter Amendments will take effect upon the affirmative vote of a majority of those electors voting in the March 2026 election in the City of Boynton Beach.

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FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Aimee Kelley	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

EXHIBIT "A"

Sec. 3. Composition, election, terms, vacancies.

(a) In order to qualify for the office of Mayor, a candidate must be a qualified elector of the City of Boynton Beach and have resided continuously within the City for a period of not less than one (1) year prior to filing for office, and who shall have attained the age of twenty-one (21) years on or before the date the candidate files and qualifies for office. The Mayor of the City of Boynton Beach may reside in any of the four (4) election districts and shall be elected by a city-wide vote.

(b) There shall be a City Commission of four (4) members elected from each of the four (4) election districts within the City, and a Mayor who is elected by a city-wide vote. Each City Commissioner and each candidate for City Commissioner shall reside in the election district from which he or she is (to be) elected at the time of the election. A candidate for a Commission district seat must reside, for a period of not less than one (1) year continuously prior to filing for election in the district from which the candidate seeks election. Voters shall vote for only one (1) candidate in each election district in which the voter resides, and one (1) candidate for Mayor.

(c) Qualifications for City Commissioners. Only qualified electors who have resided continuously in the City of Boynton Beach for at least one (1) year immediately prior to the election and who shall have attained the age of twenty-one (21) years on or before the date the candidate files and qualifies as a candidate for office shall be eligible to hold the office of City Commissioner. Each Commissioner and each candidate for Commissioner~~, commencing with the election in March 2014~~ shall be elected from the election district in which ~~he or she~~ they reside~~s~~, subject to the fifty percent (50%) plus one rule and runoff procedures set forth in the City Charter. Once elected, a Commissioner from an election district shall remain a resident of the election district and the City of Boynton Beach during ~~his/her~~ their term of office or shall forfeit ~~his/her~~ their office.

***

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

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:

An Ordinance of the City of Boynton Beach, Florida, Submitting to Referendum Amendments to the City Charter; Amending Section 3 to Require Continuous Residence within the City for at Least One (1) Year Prior to Filing to Run for Office; Providing for a Notice of an Advertisement of the Referendum Election to be Published in Accordance with the State of Florida Election Code; Providing that this Ordinance, when Adopted, Shall be Submitted to the Qualified Electors of the City of Boynton Beach, Florida, on the March 2026 General Municipal Election Ballot and Shall Become Effective as Provided by Law; 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;

☐ 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;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ 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):

Section 3 -- Candidate Qualifications and Residency Requirements

This amendment revises Section 3 (Composition, Election, Terms, Vacancies) of the City Charter to require that candidates for Mayor and City Commissioner must have resided continuously within the City of Boynton Beach for at least one (1) year prior to filing for office.

The amendment:

Clarifies candidate qualifications by explicitly requiring continuous residency within the City for a minimum of one year before qualifying to run;

Ensures that candidates for district seats must also have resided continuously within their respective districts for at least one year prior to filing;

Affirms age and elector requirements, maintaining that all candidates must be at least 21 years of age and qualified electors of the City;

Reorganizes and modernizes section language for consistency and readability; and

Reinforces accountability and community connection, ensuring that individuals seeking office have a sustained and genuine commitment to Boynton Beach and its neighborhoods.

In practical effect, this amendment codifies the City's expectation that elected officials should have meaningful, ongoing ties to the community they serve, while maintaining consistency with constitutional standards for candidate qualifications.

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:

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

N/A

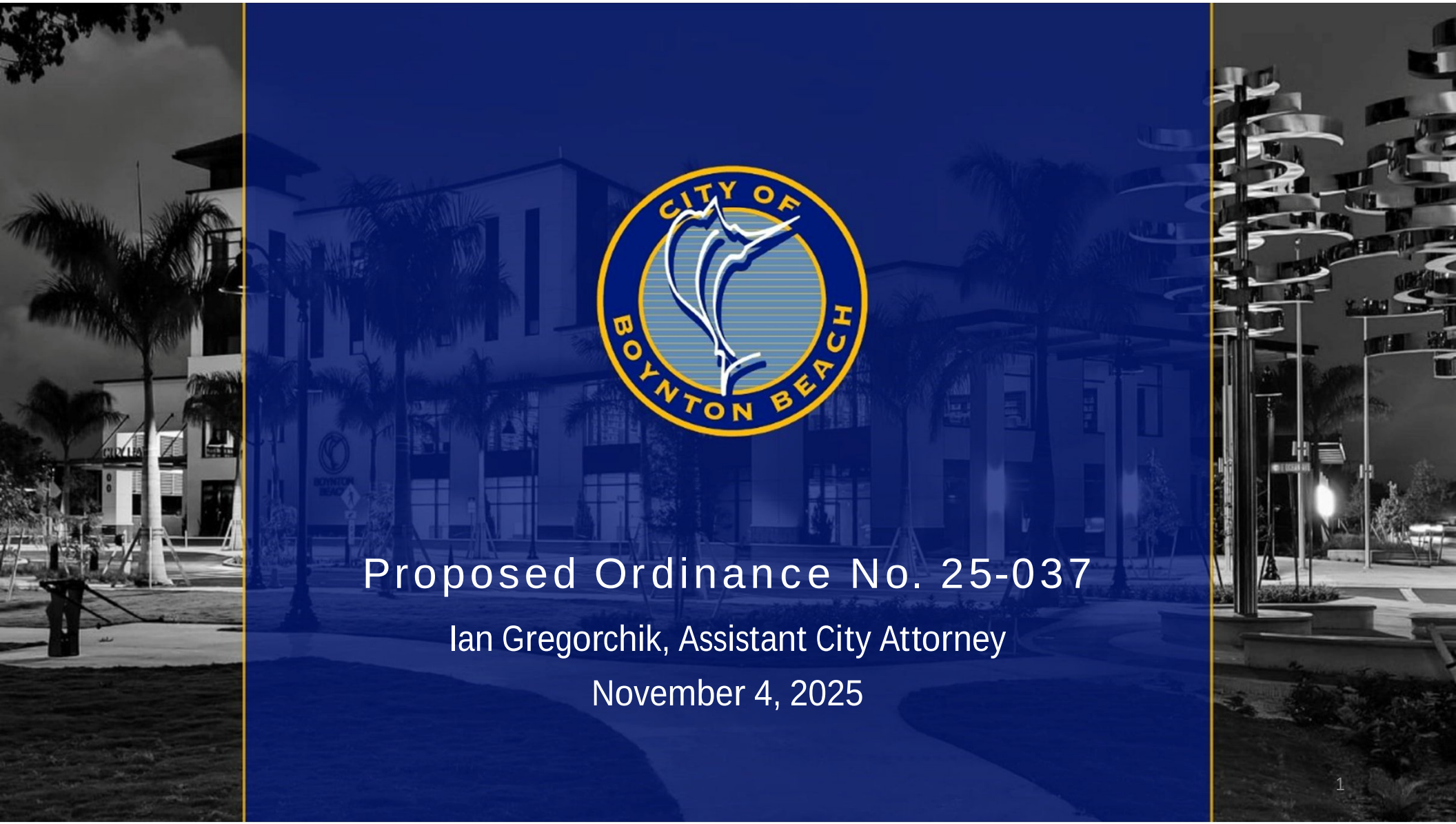
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
   N/A

4. Additional information the governing body deems useful (if any):

N/A



Proposed Ordinance No. 25-037

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment 1: Charter Preamble

Purpose

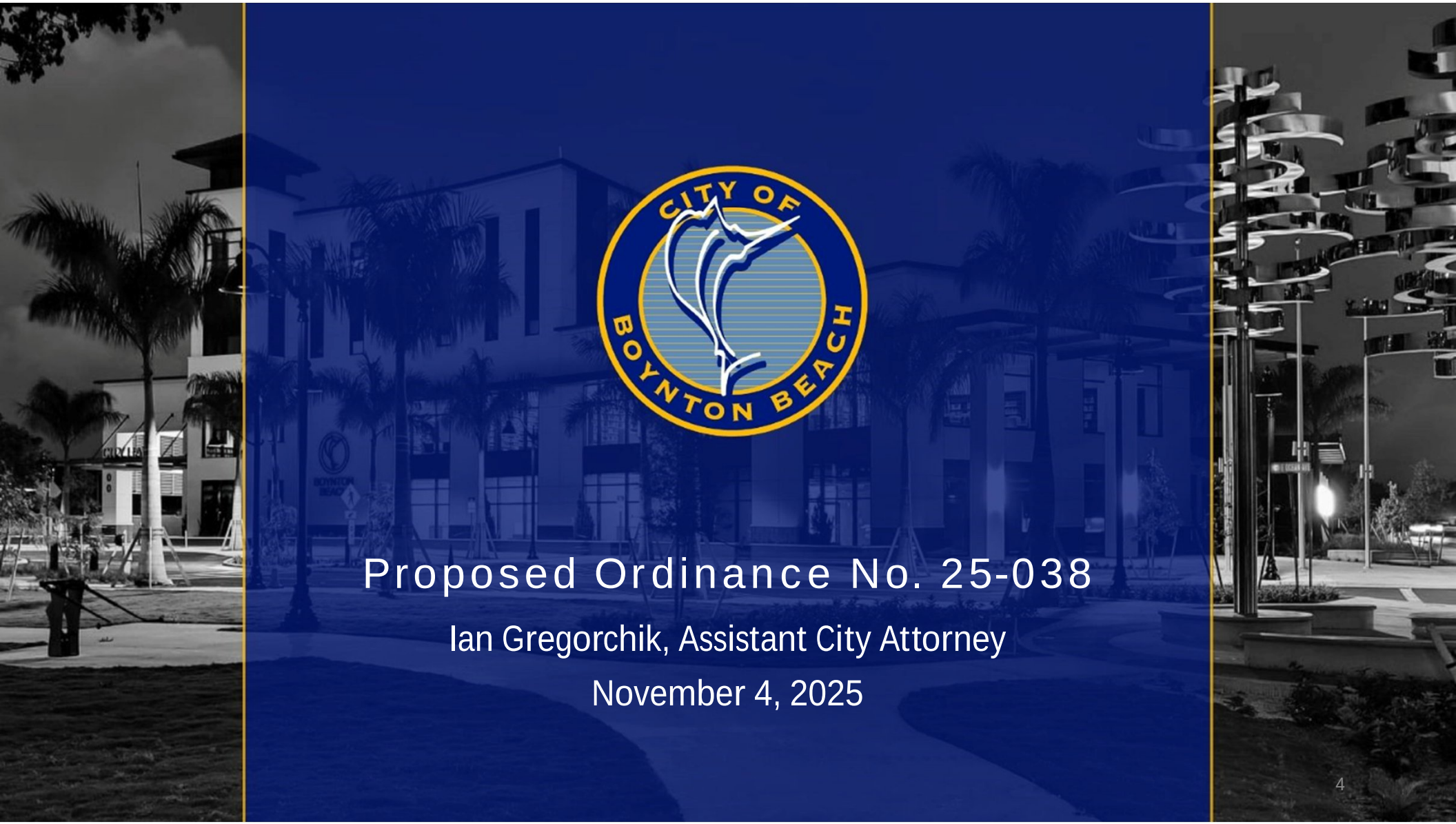
Add a preamble to establish the foundational purposes and principles of city governance.

Proposed Preamble Text

"The citizens of the City of Boynton Beach, in order to protect the general health, welfare, and safety of its residents, promote honest, efficient and responsive government, hereby adopt a revised City Charter in accordance with the Constitution and Statutes of the State of Florida."

Ballot Question: *Shall the City Charter be amended to add a Preamble establishing the foundational purposes and principles of the City's government, including the protection of the general health, welfare, and safety of residents and the promotion of honest, efficient, and responsive government?*

Discussion and Vote



Proposed Ordinance No. 25-038

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment: Charter Section 3

Current Requirement

Candidates must reside in the city for one year prior to filing

Proposed Change

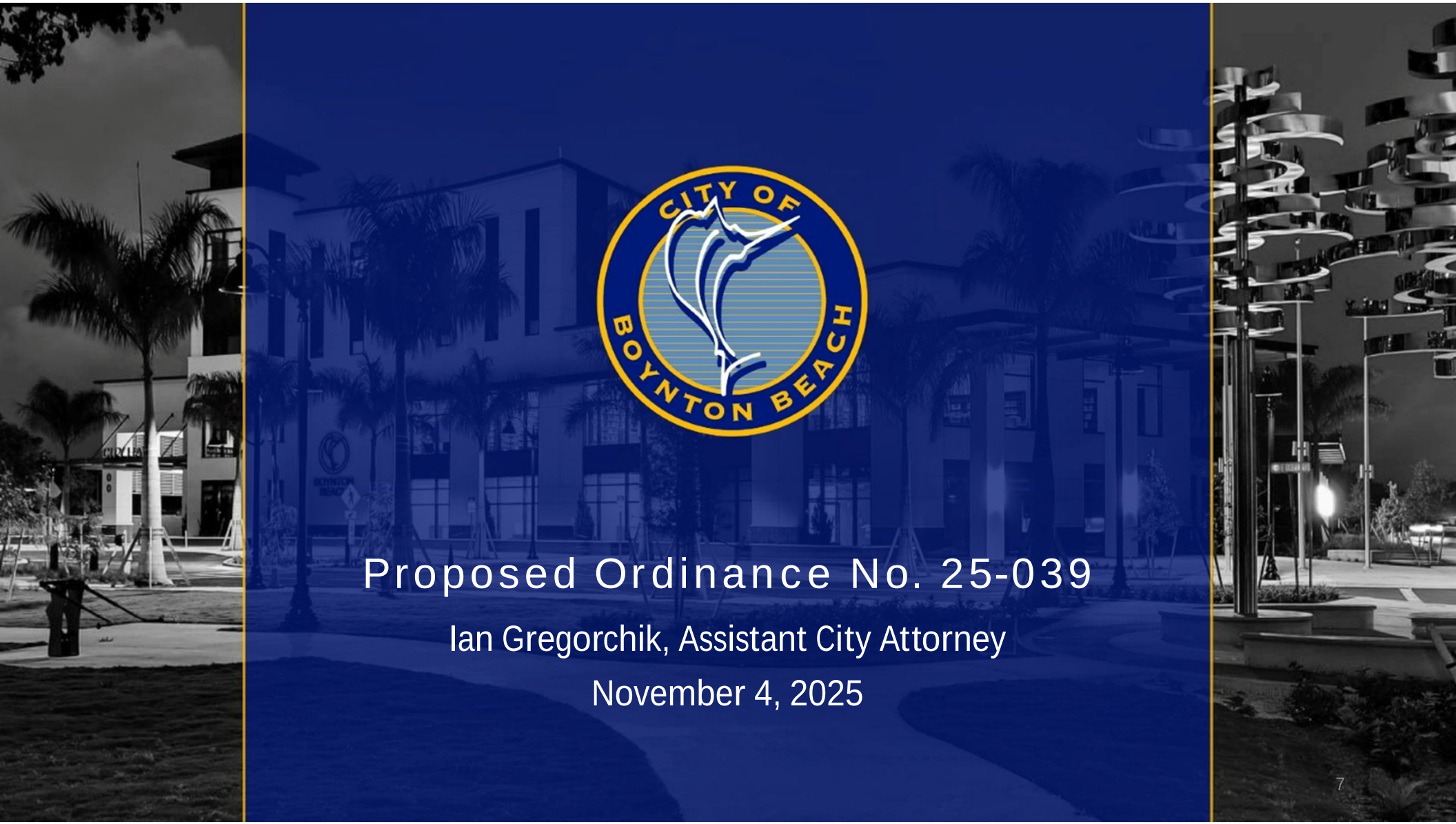
Add a requirement for continuous residence within the city for at least one (1) year prior to filing for office

Key Benefits

- Ensures candidates have sustained commitment to the community
- Prevents last-minute residency claims
- Clarifies eligibility standards

> ***Ballot Question:*** *Shall the City Charter be amended to require that candidates have resided continuously within the City for at least one (1) year prior to filing for office?*

Discussion and Vote



Proposed Ordinance No. 25-039

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment: Charter Section 5

CURRENT TERMS	PROPOSED CHANGES
3-year terms	4-year terms (begins 2028)
2 consecutive term limit	2 consecutive term limit remains
Unclear “full term” definition	Serving >1/2 term = full term
No sit-out period	1-year sit-out required

Key Changes

- Increases terms of office for the Mayor and City Commissioners from three (3) to four (4) years, beginning with the March 2028 municipal election;
- Clarifies what constitutes a "term" for purposes of enforcing term limits—specifically, that service of more than one-half of a full term counts as a complete term;
- Imposes a one-year "sit-out period" after any person serves two consecutive terms before becoming eligible to run again for any elective City office.
- As written, Ordinance treats the office of Mayor and Commissioner the same for term limits.
- Example: If Commissioner Smith completes 2 consecutive terms ending in March 2030, they cannot run for Mayor or Commissioner again until the March 2032 election (after 1 year has passed).

Benefits

- Continuity of leadership
- Reduces election frequency and cost

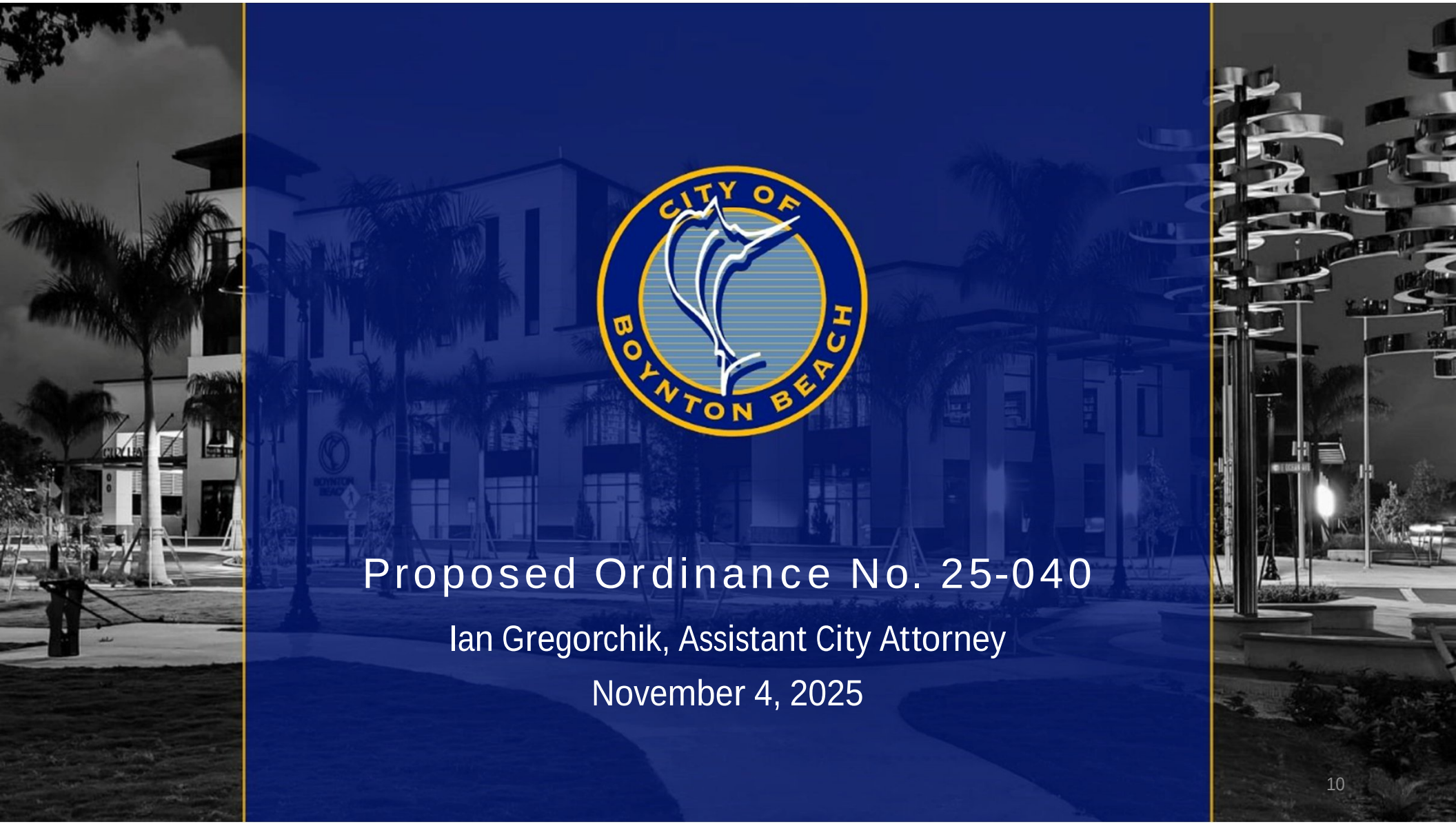
Implementation Timeline

- March 2026 election: 3-year terms
- March 2028 and beyond: 4-year terms

> ***Ballot Question:*** *Shall the City Charter be amended to: (1) increase the term of elective offices from three (3) years to four (4) years; (2) clarify that serving more than one-half of a full term constitutes a complete term for purposes of term limits; and (3) require a mandatory sit-out period of one (1) year for any person who has served more than two (2) consecutive terms?*

8

Discussion and Vote



Proposed Ordinance No. 25-040

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment: Charter Section 20

Key Changes

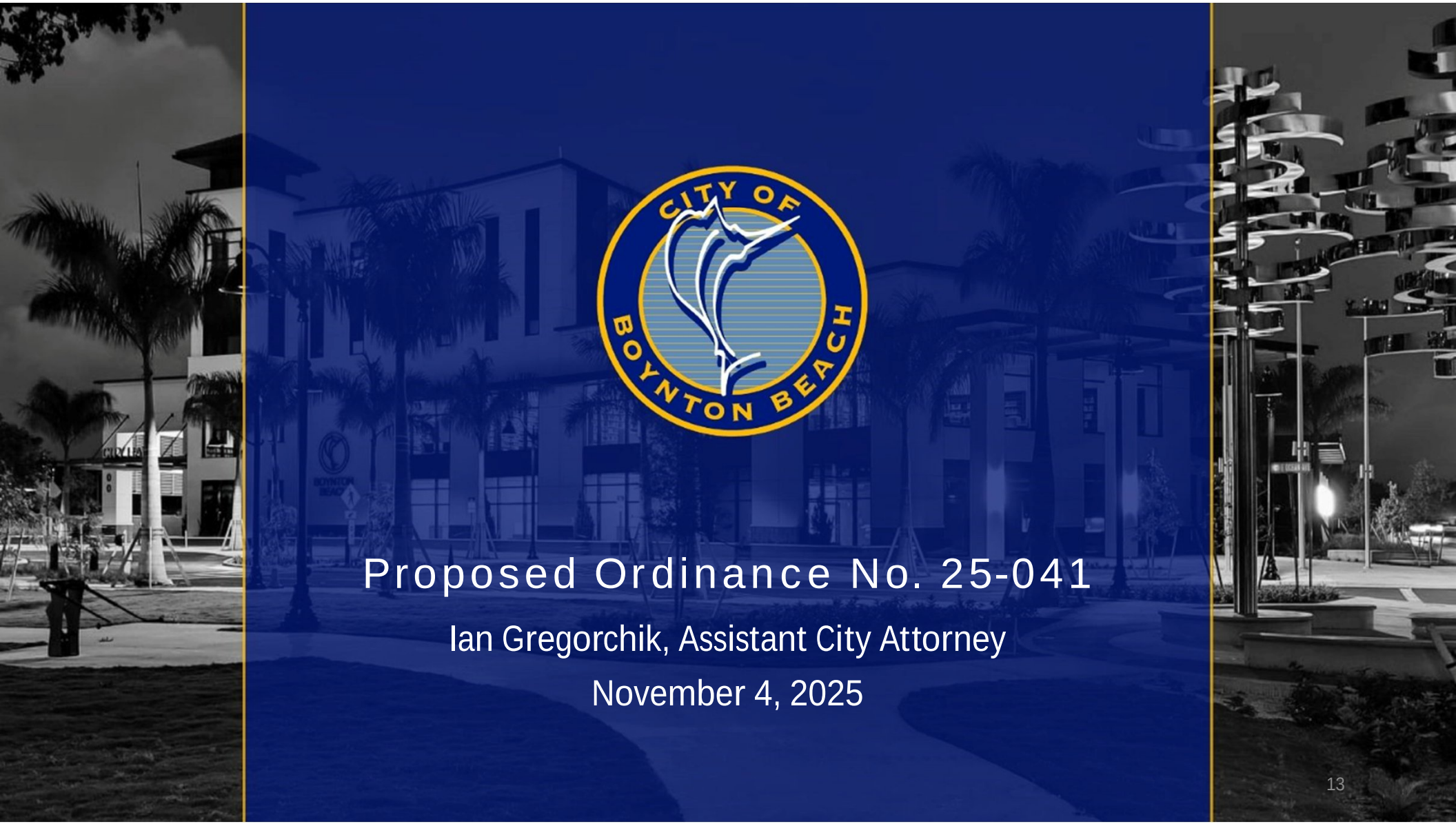
- Reaffirms the City's Commission/City Manager model of government, explicitly identifying the Mayor and Commission as the legislative and policy-making body;
- Requires a super-majority approval by the City Commission to appoint or remove the City Manager and City Attorney, ensuring stability in key leadership roles;
- Clarifies that all other City employees are hired, appointed, and discharged by the City Manager, with the appointment or discharge of Assistant City Managers subject to Commission confirmation;
- Defines the City Manager's administrative authority over all departments, personnel, and day-to-day operations; and
- Prohibits individual Commissioners from directing or interfering with staff, reinforcing professional management and ethical boundaries between policy and administration.

Benefits

- Promotes stability in key leadership positions
- Reduces political interference in administration
- Clarifies separation of policy from operations

> ***Ballot Question:*** *Shall the City Charter be amended to: (1) clarify the Commission/City Manager form of government; (2) require a super majority vote for the appointment and removal of the City Manager and City Attorney; and (3) clarify the duties and responsibilities of the City Manager and City Commissioners in the governance structure?*

Discussion and Vote



Proposed Ordinance No. 25-041

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment: Language Modernization

Updates to Multiple Charter Sections (8, 20, 23, 24, 40, 50, 52, 54, 55)

Modernize Language

- Replace: “he,” “him,” “his/her”
- With: “they,” “them,” “their” or title roles

Notice Requirements

- Include digital communication methods
- Comply with current FL Statutes

- Replaces gender-specific language (e.g., "he/his") with neutral terms throughout the Charter;
- Updates notice and publication requirements to comply with modern communication practices, allowing notices to be published electronically on the City's website as permitted by Florida Statutes;
- Makes minor grammatical and formatting corrections to ensure consistency and readability.

Benefits
This modernization package does not change the substance of City governance but aligns the Charter with contemporary standards of inclusivity, transparency, and statutory compliance, reducing ambiguity and improving public understanding.

Ballot Question: *Shall the City Charter be amended to: (1) modernize language by replacing outdated masculine-only pronouns; and (2) update notice and publication requirements to comply with current Florida law and include digital communication methods?*

Discussion and Vote

Implementation Timeline

- Today - City Commission consideration of referendum ordinances
- First Reading - Commission adopts ordinances on first reading
- Second Reading - Final passage of referendum ordinances
- Notice & Publication - City Clerk advertises referendum per Florida Election Code
- March 2026 - Voters decide on approved amendments
- Upon Voter Approval - Amendments become effective immediately
- March 2028 - Four-year terms begin (if Amendment 3 approved)

Important Notes

- Each amendment is voted on separately - approval of one does not affect others
- City Clerk will ensure proper ballot formatting and publication

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/18/2025

Proposed Ordinance No. 25-041- Second Reading, An Ordinance of the City of Boynton Beach, Florida, Submitting to Referendum Amendments to the City Charter; Amending Sections 8, 20, 23, 24, 40, 50, 52, 54, and 55 to Modernize Language by Replacing Masculine-Only Pronouns and to Update Notice and Publication Requirements to Comply with Current Florida Statutes and Digital-Age Communication Practices; Providing for a Notice of an Advertisement of the Referendum Election to be Published in Accordance with the State of Florida Election Code; Providing that this Ordinance, When Adopted, Shall be Submitted to the Qualified Electors of the City of Boynton Beach, Florida, on the March 2026 General Municipal Election Ballot and Shall Become Effective as Provided by Law; Providing for Conflicts, Severability, and an Effective Date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-041, at second reading.

Explanation of Request:

The Charter Review Committee (the "Committee") was established by Resolution No. R25-195 of the City Commission of the City of Boynton Beach, Florida. This resolution authorized the formation of a five-member advisory committee to review and propose amendments to the City Charter. Members were appointed individually by the Mayor, Vice Mayor, and City Commissioners, representing a cross-section of professional experience and civic engagement.

The Committee was charged with:

1. Reviewing the existing City Charter;
2. Considering proposed amendments prepared by the City Attorney's Office; and
3. Recommending any additional modifications necessary to improve the Charter's clarity, function, and responsiveness to the public interest.

The Committee met regularly from August through October 2025 and received staff assistance from the City Attorney's Office and City Clerk's Office. All meetings were publicly noticed and

conducted in accordance with the Florida Sunshine Law.

Based on its review, the Committee recommends adoption of the following proposed charter amendment:

Global Revisions and Technical Fixes

Throughout the Charter, redundant, outdated, or inconsistent language was corrected. Citations to state statutes were updated, and formatting was standardized. The Committee noted that these fixes do not substantively alter governance but improve readability and legal precision.

This broad ordinance updates multiple sections of the Charter—including Sections 8, 20, 23, 24, 40, 50, 52, 54, and 55—to modernize terminology, improve accessibility, and align notice procedures with current state law.

The amendment:

- Replaces gender-specific language (e.g., "he/his") with neutral terms throughout the Charter;
- Updates notice and publication requirements to comply with modern communication practices, allowing notices to be published electronically on the City's website as permitted by Florida Statutes;
- Clarifies the process for special meetings, elections, citizen initiatives, and referendums to align with current state election procedures; and
- Makes minor grammatical and formatting corrections to ensure consistency and readability.

Effect: This modernization package does not change the substance of City governance but aligns the Charter with contemporary standards of inclusivity, transparency, and statutory compliance, reducing ambiguity and improving public understanding.

How will this affect city programs or services? None

Budgeted Item: Yes

Account Line Item and Description: None

Fiscal Impact: None

Attachments:
Ord 25-041 Charter_Fixes_Throughout__002_ (1).docx

Agenda Item 3921-2025 Business Impact Statement - Charter Section 20.docx
Agenda Items 3917-3921 Charter Amendment Ordinances - Nov 4 Agenda.pptx

ORDINANCE NO. 25-041

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA SUBMITTING TO REFERENDUM AMENDMENTS TO THE CITY CHARTER; AMENDING SECTIONS 8, 20, 23, 24, 40, 50, 52, 54, AND 55 TO MODERNIZE LANGUAGE BY REPLACING MASCULINE-ONLY PRONOUNS AND TO UPDATE NOTICE AND PUBLICATION REQUIREMENTS TO COMPLY WITH CURRENT FLORIDA STATUTES AND DIGITAL-AGE COMMUNICATION PRACTICES; PROVIDING FOR A NOTICE OF AN ADVERTISEMENT OF THE REFERENDUM ELECTION TO BE PUBLISHED IN ACCORDANCE WITH THE STATE OF FLORIDA ELECTION CODE; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF BOYNTON BEACH, FLORIDA, ON THE MARCH 2026 GENERAL MUNICIPAL ELECTION BALLOT AND SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, as amended, provides for a methodology of Charter amendments supplementary to and not in conflict with the Charter of the City of Boynton Beach ("City"); and

WHEREAS, Chapter 166, Florida Statutes, as amended, provides that such an amendment may be submitted to a referendum vote by the City Commission through the adoption of an Ordinance calling for such a referendum election; and

WHEREAS, the City Commission has determined that it is in the best interest of the City to modernize the Charter language to terms that are inclusive of all persons regardless of gender and to update notice and publication requirements to comply with current Florida statutes and digital-age communication practices; and

WHEREAS, the City Commission has publicly reviewed, considered, and directed that this Ordinance be prepared and that the appropriate Charter Referendum question be included herein and submitted to the qualified electors of the City of Boynton Beach, Florida, at the March 2026 General Municipal Election.

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

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: The City Charter is hereby revised to read as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

Section 3: The Ballot Title shall be as follows:

AMENDMENT TO CITY CHARTER – MODERNIZE LANGUAGE AND NOTICE REQUIREMENTS

Section 4: The following question shall be placed on the ballot for consideration by the qualified electors of the City of Boynton Beach, Florida, at the March 2026 General Municipal Election in Palm Beach County, Florida. The election ballot question shall read as follows:

Shall the City Charter be amended to: (1) modernize language by replacing outdated masculine-only pronouns; and (2) update notice and publication requirements to comply with current Florida law and include digital communication methods?

YES____ NO____

Section 5: That should a majority of electors voting on the above-referenced referendum election vote "YES," thereby approving the above ballot issue, the revised charter language shall become a part of the Charter of the City of Boynton Beach, Florida.

Section 6: The City Clerk is hereby directed to update and republish the City Charter to incorporate any approved amendments, including:

(a) Affixing the appropriate article and section numbers and/or letters to conform the Charter to the approved amendments;

(b) Making all necessary technical corrections to cross-references, table of contents, and formatting;

(c) Coordinating with the City's municipal code provider to update the Charter on the City's municipal code website within thirty (30) days of certification of election results; and

(d) Filing the updated Charter with the Florida Department of State within the timeframe required by law.

Section 7: The City Clerk of the City of Boynton Beach is hereby authorized and directed to take all steps necessary to place this charter amendment on the ballot, including but not limited to:

(a) Preparing and publishing all notices and advertisements required by Florida Statutes Chapter 100, the City's Charter, and the City's Code of Ordinances;

(b) Coordinating with the Palm Beach County Supervisor of Elections to ensure the charter amendment question is properly placed on the ballot;

(c) Providing the Supervisor of Elections with the ballot title and summary in the form and timeframe required;

(d) Ensuring compliance with all applicable deadlines under state and local law; and

(e) Taking any and all other actions required to effectuate the referendum election.

Section 8: All Ordinance or parts of Ordinance in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 9: 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 as eliminated and in no way affect the validity of the other provisions of this Ordinance.

Section 10: This Ordinance shall become effective immediately upon execution by all parties.

Section 11: Effective Date of Proposed Charter Amendments. The Proposed Charter Amendments will take effect upon the affirmative vote of a majority of those electors voting in the March _____, 2026 election in the City of Boynton Beach.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Aimee Kelley	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Sec. 8. Frequency, date of regular meetings; special meetings; rules of procedure.

(a) The Commission shall hold its meetings as the Commission deems necessary. Should any scheduled City Commission meeting fall upon a date on which any national, state, county, or municipal election is held, said City Commission meeting should be deferred until the next regular working day.

(b) The Mayor, or any three (3) members of the City Commission, may call special meetings of the City Commission, upon written notice to each member served personally or left at the usual place of residence, or by electronic delivery to the member's designated email address. Notice of all special meetings shall also be provided to the public in accordance with Chapter 286, Florida Statutes. All regular and special meetings of the City Commission shall be open to the public. The City Commission shall determine its own rules and order of business.

…

Sec. 20. General provisions. *

…

(b) *Supervision by City Manager*. Each department, office, and agency under the direction and supervision of the City Manager shall be administered by an officer appointed by and subject to the direction and supervision of the City Manager. With the consent of the Commission, the City Manager may serve as the head of one or more such departments, offices, or agencies, or may appoint one person as the head of two or more of them, or may combine the functions of any offices specified in this Charter which may be appointed by ~~him~~ the City Manager.

…

Sec. 23. City Attorney---Duties.

The City Attorney, shall, when requested by the City Commission, prepare all contracts, bonds, and other instruments in writing in which the municipality is concerned, or shall endorse on each ~~his~~ the City Attorney's approval of the form, language and execution thereof; and no contract with the municipality shall be binding upon the municipality until ~~his~~ such approval is so endorsed thereon. When required by the Commission, ~~he~~ the City Attorney shall prosecute and defend, for and ~~i~~on behalf of the City, all complaints, suits, and controversies in which the City is a party. ~~He~~ The City Attorney shall furnish the Commission, or the City Clerk, ~~his~~ a written opinion on any question of law relating to their respective powers and duties; and ~~he~~ the City Attorney shall perform such other professional duties as may be required ~~of him~~ by ordinance or resolution of the Commission or by this Charter, or such as are prescribed for City Attorneys under the general laws of the State, not inconsistent with this Charter.

Sec. 24. City Attorney---Compensation.

The City Commission may, from time to time, fix the regular compensation of the City Attorney at a sum commensurate with the duties which may be imposed ~~upon him~~ upon the City Attorney by this Charter and by the Commission; provided, that all special or unusual services required of the City Attorney, the fee for which is not otherwise prescribed, may be specially compensated as the Commission may see fit to provide.

…

Sec. 40. Call by City Commission, publication of proclamation; qualification of candidates, filing by candidates with City Clerk; notification of Supervisor of Elections.

All general and special elections, unless otherwise provided in this ~~Act~~ Charter, shall be called by resolution adopted by the City Commission, and in conformance with applicable state law, and ~~published in a newspaper of general circulation in the City of Boynton Beach, Florida, once a week for two (2) consecutive weeks, and such election that may be held upon such~~ notice shall be provided in accordance with Chapter 50, Florida Statutes, and the City's Code of Ordinances.

Candidates for City Commission shall file such papers and pay such fees as may be required by law with the City Clerk no sooner than noon on the second Tuesday of November nor later than noon on the fourth Tuesday in November~~,~~ of the year in which the election is to be held. The City Clerk shall transmit the names of all candidates for City Commission to the Supervisor of Elections by 5:00 p.m. on the first ~~Friday~~ business day after the close of qualifying.

…

Sec. 50. Initiative petition of proposed ordinances---Required signatures, etc.

Any proposed ordinance, including ordinances for repeal of ordinances then in effect or which have been enacted but not yet effective, may be submitted to the City Commission by a petition, signed by at least twenty-five percent of the total number of registered voters in the City. All petitions circulated with respect to any proposed ordinance shall be uniform in character, shall contain the proposed ordinance in full, and shall have printed or written thereon the names of five electors who shall be officially regarded as filing the petition, and shall constitute a committee of the petitioners for purposes hereinafter named. Each signer of the petition shall sign ~~his~~ their name in ink or indelible pencil and shall place on the petition opposite ~~his~~ their name the date of ~~his~~ their signature. The signatures of any such petition need not be appended to one paper, but to each such paper shall be attached an affidavit by the circulator thereof, stating the number of signers to such part of the petition and that each signature appended to the paper is the genuine signature of the person whose name it purports to be, and that it was made in the presence of the affiant on the date indicated.

…

Sec. 52. Initiative Petition---Action of City Commission; referendum.

The City Commission shall at once proceed to consider such petition and shall take final action thereon within thirty days after the date of submission. If the City Commission rejects any of the provisions of the proposed ordinance, as set forth in the petition, the City Clerk shall at once cause notice of the filing of such petition and the refusal of the City Commission to pass said ordinance ~~to be published in a newspaper of general circulation published in the City of Boynton Beach~~ to be provided in accordance with Chapter 50, Florida Statutes, and the City's Code of Ordinances, and the City Commission shall at once proceed to submit the passage of the ordinance to the majority vote of the qualified electors of the City voting in such election. If a regular or special election is to be held in the City not earlier than thirty days, nor later than sixty days, the ordinance shall be submitted to the voters at such election; otherwise, an election shall be called for such submission. At least ten days before such election, the City Clerk shall cause ~~to be published in a newspaper of general circulation published in the city~~ the text of the ordinance to be provided in accordance with Chapter 50, Florida Statutes, and the City's Code of Ordinances.

Sec. 54. Initiative Petition---Form of referendum ballot.

Referendum elections shall be provided for in the same manner as other elections of the City. The ballot shall be a piece of plain white paper which shall have printed upon it the title of the ordinance to be referred, below which shall be two lines in the following form:

_____

FOR THE ORDINANCE

_____

_____

AGAINST THE ORDINANCE

_____

The voter shall express ~~himself~~ themselves by placing a cross X mark to the right of the line indicating ~~his~~ their desire in the matter.

Sec. 55. Initiative Petition---Vote required to amend or repeal.

Ordinances adopted by referendum vote can be amended or repealed only by a referendum vote, but the proposition to amend or repeal such ordinances may be submitted to the voters in any regular election of the City, provided that no later than ~~fifteen~~ thirty days before such election the City Commission shall cause ~~notice of such reference to be published in a newspaper of general circulation published in the City of Boynton Beach, Florida~~ notice of such referendum to be in accordance with Chapter 50, Florida Statutes, and the City's Code of Ordinances, using only the title of such ordinance in the notice if it is to be repealed, but the amendment in full if it is to be

amended. ~~Said notice to be posted in three public places if there be no newspaper published in the City~~.

***This section is the subject of a separate charter referendum question. The language changes in the other charter referenda, if adopted, shall supersede the language in this section.**

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:

An Ordinance of the City of Boynton Beach, Florida, Submitting to Referendum Amendments to the City Charter; Amending Sections 8, 20, 23, 24, 40, 50, 52, 54, and 55 to Modernize Language by Replacing Masculine-Only Pronouns and to Update Notice and Publication Requirements to Comply with Current Florida Statutes and Digital-Age Communication Practices; Providing for a Notice of an Advertisement of the Referendum Election to be Published in Accordance with the State of Florida Election Code; Providing that this Ordinance, When Adopted, Shall be Submitted to the Qualified Electors of the City of Boynton Beach, Florida, on the March 2026 General Municipal Election Ballot and Shall Become Effective as Provided by Law; 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;

☐ 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;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ 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):

Global Revisions and Technical Fixes
Throughout the Charter, redundant, outdated, or inconsistent language was corrected. Citations to state statutes were updated, and formatting was standardized. The Committee noted that these fixes do not substantively alter governance but improve readability and legal precision.
This broad ordinance updates multiple sections of the Charter—including Sections 8, 20, 23, 24, 40, 50, 52, 54, and 55—to modernize terminology, improve accessibility, and align notice procedures with current state law.
The amendment:
Replaces gender-specific language (e.g., "he/his") with neutral terms throughout the Charter;
Updates notice and publication requirements to comply with modern communication practices, allowing notices to be published electronically on the City's website as permitted by Florida Statutes;
Clarifies the process for special meetings, elections, citizen initiatives, and referendums to align with current state election procedures; and
Makes minor grammatical and formatting corrections to ensure consistency and readability.
Effect: This modernization package does not change the substance of City governance but aligns the Charter with contemporary standards of inclusivity, transparency, and statutory compliance, reducing ambiguity and improving public understanding.

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:

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
   N/A

4. Additional information the governing body deems useful (if any):

N/A

Proposed Ordinance No. 25-037

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment 1: Charter Preamble

Purpose

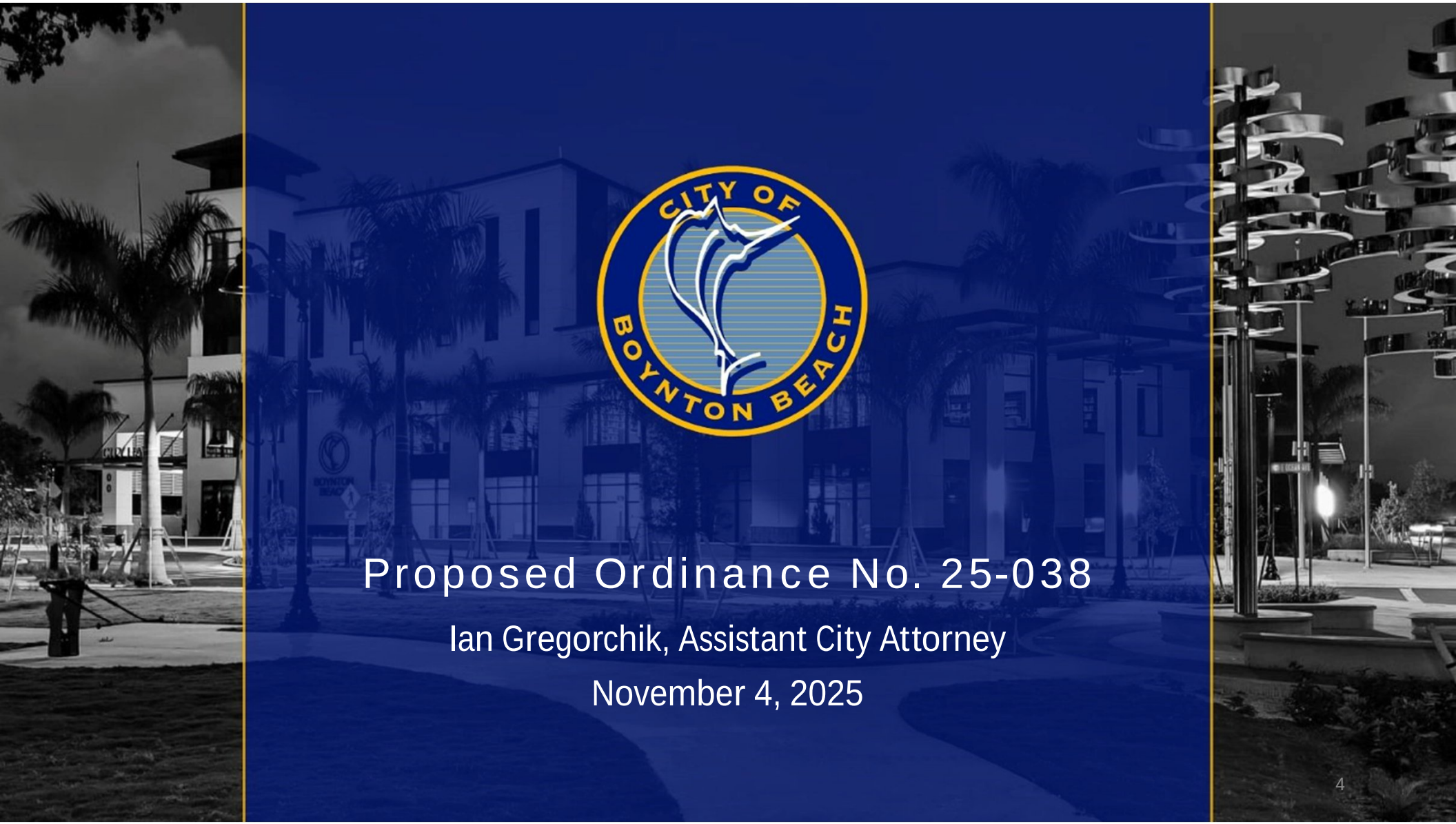
Add a preamble to establish the foundational purposes and principles of city governance.

Proposed Preamble Text

"The citizens of the City of Boynton Beach, in order to protect the general health, welfare, and safety of its residents, promote honest, efficient and responsive government, hereby adopt a revised City Charter in accordance with the Constitution and Statutes of the State of Florida."

Ballot Question: *Shall the City Charter be amended to add a Preamble establishing the foundational purposes and principles of the City's government, including the protection of the general health, welfare, and safety of residents and the promotion of honest, efficient, and responsive government?*

Discussion and Vote



Proposed Ordinance No. 25-038

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment: Charter Section 3

Current Requirement

Candidates must reside in the city for one year prior to filing

Proposed Change

Add a requirement for continuous residence within the city for at least one (1) year prior to filing for office

Key Benefits

- Ensures candidates have sustained commitment to the community
- Prevents last-minute residency claims
- Clarifies eligibility standards

> ***Ballot Question:*** *Shall the City Charter be amended to require that candidates have resided continuously within the City for at least one (1) year prior to filing for office?*

Discussion and Vote

Proposed Ordinance No. 25-039

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment: Charter Section 5

CURRENT TERMS	PROPOSED CHANGES
3-year terms	4-year terms (begins 2028)
2 consecutive term limit	2 consecutive term limit remains
Unclear “full term” definition	Serving >1/2 term = full term
No sit-out period	1-year sit-out required

Key Changes

- Increases terms of office for the Mayor and City Commissioners from three (3) to four (4) years, beginning with the March 2028 municipal election;
- Clarifies what constitutes a "term" for purposes of enforcing term limits—specifically, that service of more than one-half of a full term counts as a complete term;
- Imposes a one-year "sit-out period" after any person serves two consecutive terms before becoming eligible to run again for any elective City office.
- As written, Ordinance treats the office of Mayor and Commissioner the same for term limits.
- Example: If Commissioner Smith completes 2 consecutive terms ending in March 2030, they cannot run for Mayor or Commissioner again until the March 2032 election (after 1 year has passed).

Benefits

- Continuity of leadership
- Reduces election frequency and cost

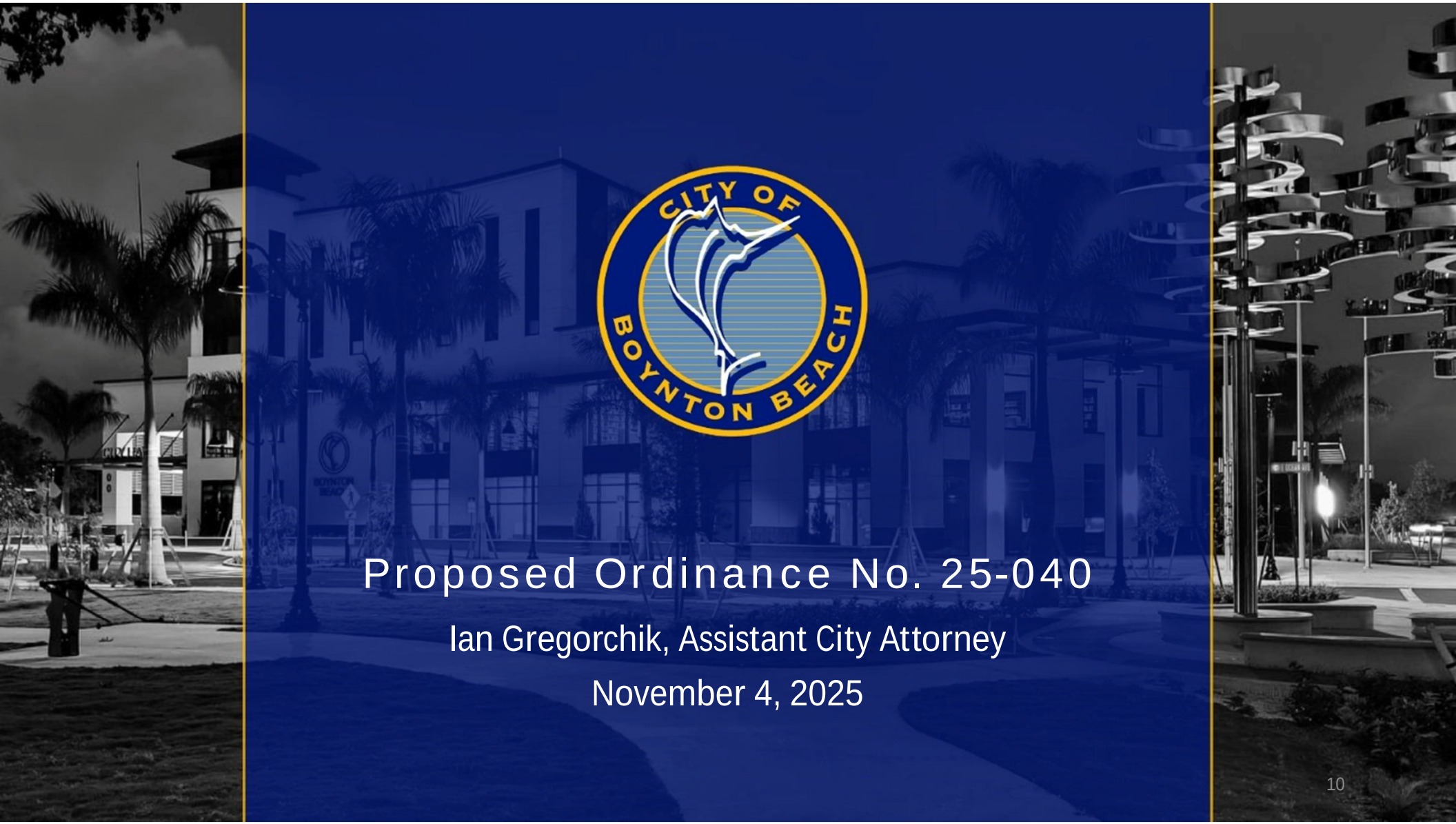
Implementation Timeline

- March 2026 election: 3-year terms
- March 2028 and beyond: 4-year terms

> ***Ballot Question:*** *Shall the City Charter be amended to: (1) increase the term of elective offices from three (3) years to four (4) years; (2) clarify that serving more than one-half of a full term constitutes a complete term for purposes of term limits; and (3) require a mandatory sit-out period of one (1) year for any person who has served more than two (2) consecutive terms?*

8

Discussion and Vote



Proposed Ordinance No. 25-040

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment: Charter Section 20

Key Changes

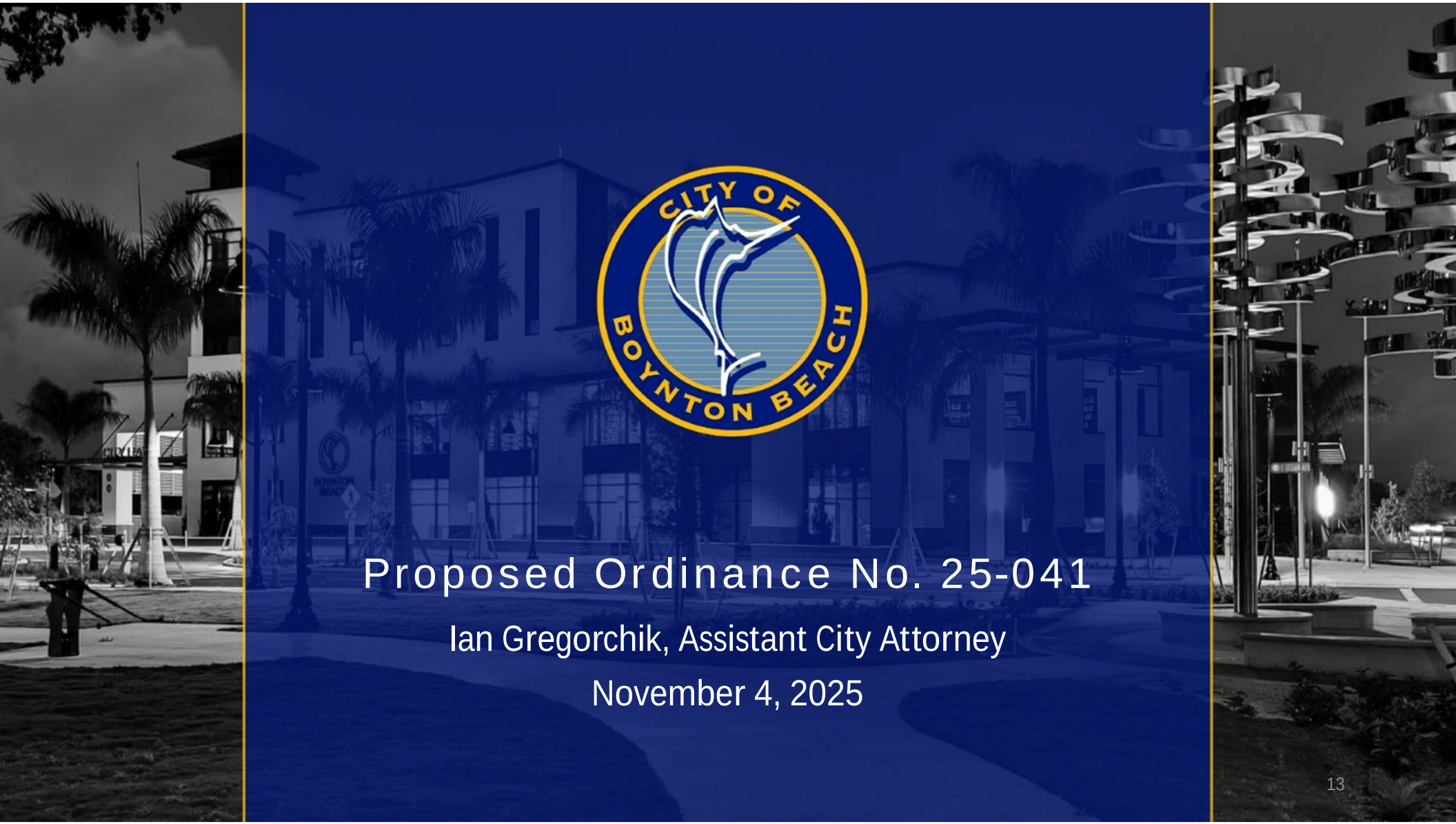
- Reaffirms the City's Commission/City Manager model of government, explicitly identifying the Mayor and Commission as the legislative and policy-making body;
- Requires a super-majority approval by the City Commission to appoint or remove the City Manager and City Attorney, ensuring stability in key leadership roles;
- Clarifies that all other City employees are hired, appointed, and discharged by the City Manager, with the appointment or discharge of Assistant City Managers subject to Commission confirmation;
- Defines the City Manager's administrative authority over all departments, personnel, and day-to-day operations; and
- Prohibits individual Commissioners from directing or interfering with staff, reinforcing professional management and ethical boundaries between policy and administration.

Benefits

- Promotes stability in key leadership positions
- Reduces political interference in administration
- Clarifies separation of policy from operations

> ***Ballot Question:*** *Shall the City Charter be amended to: (1) clarify the Commission/City Manager form of government; (2) require a super majority vote for the appointment and removal of the City Manager and City Attorney; and (3) clarify the duties and responsibilities of the City Manager and City Commissioners in the governance structure?*

Discussion and Vote



Proposed Ordinance No. 25-041

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment: Language Modernization

Updates to Multiple Charter Sections (8, 20, 23, 24, 40, 50, 52, 54, 55)

Modernize Language

- Replace: “he,” “him,” “his/her”
- With: “they,” “them,” “their” or title roles

Notice Requirements

- Include digital communication methods
- Comply with current FL Statutes

- Replaces gender-specific language (e.g., "he/his") with neutral terms throughout the Charter;
- Updates notice and publication requirements to comply with modern communication practices, allowing notices to be published electronically on the City's website as permitted by Florida Statutes;
- Makes minor grammatical and formatting corrections to ensure consistency and readability.

Benefits
This modernization package does not change the substance of City governance but aligns the Charter with contemporary standards of inclusivity, transparency, and statutory compliance, reducing ambiguity and improving public understanding.

Ballot Question: *Shall the City Charter be amended to: (1) modernize language by replacing outdated masculine-only pronouns; and (2) update notice and publication requirements to comply with current Florida law and include digital communication methods?*

Discussion and Vote

Implementation Timeline

- Today - City Commission consideration of referendum ordinances
- First Reading - Commission adopts ordinances on first reading
- Second Reading - Final passage of referendum ordinances
- Notice & Publication - City Clerk advertises referendum per Florida Election Code
- March 2026 - Voters decide on approved amendments
- Upon Voter Approval - Amendments become effective immediately
- March 2028 - Four-year terms begin (if Amendment 3 approved)

Important Notes

- Each amendment is voted on separately - approval of one does not affect others
- City Clerk will ensure proper ballot formatting and publication

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.
11/18/2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/18/2025

Proposed Ordinance No. 25-042- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Ordinance No. 89-38 by amending the Future Land Use Map of the City of Boynton Beach, Florida, for an approximately 64.54 acre parcel of real property generally located west of High Ridge Road between Hypoluxo Road and Miner Road, by changing the future land use designation from LDR (Low Density Residential) to R (Recreation); declaring the proposed amendment to the future land use map to be consistent with all other elements of the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-042, at first reading.

Explanation of Request:

The subject area is located west of High Ridge Road and situated between Hypoluxo Road to the north and Miner Road to the south. The overall site consists of 234.46 acres and has a golf course, clubhouse, and other site amenities. While the entire site is under single ownership, the current configuration consists of three (3) parcels and an undeveloped section of right-of-way. The section of right-of-way has a concurrent application for an abandonment. The remaining three (3) parcels do not have a consistent future land use designation, consisting of R and LDR.

The large portion of the subject site, located within the REC zoning district, permits the golf course and related structures, however the two parcels, consisting of 64.54 acres, located to the south and east are within the R-1-AA zoning district which does not permit a golf course as a use. While a portion of the golf course is located within the residential zone district, this area would be considered to be a non-conforming use. Any modifications or expansions of the golf course within the R-1-AA zoning district would require a rezone.

The 64.54 acres in consideration is located within Environmentally Sensitive Lands both A and B-rated. The City of Boynton Beach's Comprehensive Plan outlines policies in regard to managing and protecting these areas, as defined below in the section 'Review Based on

Criteria for Future Land Use Map and Rezone'.

As the applicant is proposing to expand the golf course and modify aspects of landscaping, and the current pond locations that are located within the R-1-AA zoning district, staff advised the requirement for the Future Land Use Map amendment and Rezone. The only portion to be affected will be the 64.54 acres currently designated R on the future land use map and zoned R-1-AA.

How will this affect city programs or services? N/A

Account Line Item and Description: N/A

Fiscal Impact: N/A

Attachments:
Ord. 25-042_-_High_Ridge_Country_Club_-_FLUM.docx
Staff_Report_-_High_Ridge_FLUM_and_Rezone_Final.doc
Attachment 1 - Exhibit A - High Ridge CC - Legal Description and Sketch.pdf
Attachment 2 - Future Land Use Map - Existing - Proposed.pdf
Attachment 3 - High Ridge CC - FLUM - Plan Set.pdf
Attachment 4 - Survey.pdf
Attachment 5 - FLUA Traffic Statement.pdf
Attachment 6 - Environmentally Sensitive Lands.pdf
Agenda Item 3931-2025 - Business-impact-estimate.docx

ORDINANCE NO. 25-042

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING ORDINANCE NO. 89-38 BY AMENDING THE FUTURE LAND USE MAP OF THE CITY OF BOYNTON BEACH, FLORIDA, FOR AN APPROXIMATELY 64.54 ACRE PARCEL OF REAL PROPERTY GENERALLY LOCATED WEST OF HIGH RIDGE ROAD BETWEEN HYPOLUXO ROAD AND MINER ROAD, BY CHANGING THE FUTURE LAND USE DESIGNATION FROM LDR (LOW DENSITY RESIDENTIAL) TO R (RECREATION); DECLARING THE PROPOSED AMENDMENT TO THE FUTURE LAND USE MAP TO BE CONSISTENT WITH ALL OTHER ELEMENTS OF THE COMPREHENSIVE PLAN OF THE CITY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach, Florida, adopted a Comprehensive Future Land Use Plan inclusive of a Future Land Use Element pursuant to Ordinance No. 89-38 and in accordance with the Local Government Comprehensive Planning Act; and

WHEREAS, the existing area is generally located west of High Ridge Road between Hypoluxo Road and Miner Road (the "Property"), more particularly described in Exhibit "A"; and

WHEREAS, the permitted uses within the Future Land Use Map category are compatible with the surrounding and existing land uses; and

WHEREAS, the Property owner has also applied to rezone the property from R-1-AA (Single Family Residential District) to REC (Recreation); and

WHEREAS, the procedure for amendment of a Future Land Use Element of a Comprehensive Plan as set forth in Chapter 163, Florida Statutes, has been followed; and

WHEREAS, after public hearings, the City Commission, acting in its dual capacity as the Local Planning Agency and City Commission finds that the Future Land Use Map amendment is consistent with the City's Comprehensive Plan and provisions of Chapter 163, Part II, Florida Statutes; and

WHEREAS, published legal notice of this Ordinance has been provided pursuant to the requirements of Section 166.041, Florida Statutes, and the City's Land Development Regulations; and

WHEREAS, after careful review of the application, staff has determined that the proposed amendment complies with the City's Comprehensive Plan and consistent with Section 163.3184, Florida Statutes; and

WHEREAS, the City Commission has reviewed the City staff's report, incorporated herein, which contains data and analysis supporting the Future Land Use Map amendment; and

WHEREAS, the City Commission finds that the proposed Future Land Use Map amendment is consistent with the City's Comprehensive Plan and Land Development Regulations, and finds it in the best interest of the public to amend the Future Land Use Element of the Comprehensive Plan as hereinafter provided.

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

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: Decision. Ordinance No. 89-38 of the City is hereby amended to reflect the following: The City's Future Land Use Map is hereby amended from LDR (Low Density Residential) to R (Recreation) for a parcel, as depicted in Exhibit "B."

Section 3: Amendment to Future Land Use Map. The Director of Planning and Zoning is further authorized to make the necessary changes as required to the Future Land Use Map to reflect the above stated change.

Section 4: Authorization to Transmit. The City Manager or designee is hereby authorized to transmit this Ordinance to the State Land Planning Agency pursuant to the provisions of the Community Planning Act, if required.

Section 5: Severability. The provisions of this Ordinance are declared to be severable and if any clause, section, or other part of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6: Conflicts. 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 7: Effective Date. This Ordinance shall take effect immediately upon adoption.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Aimee Kelley	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Exhibit A
Legal Description

SKETCH & DESCRIPTION
PORTION OF SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST

CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA

LAND DESCRIPTION:

A portion of Section 8, Township 45 South, Range 43 East, being more particularly described as follows:

BEGIN at the Southeast corner of STANFORD PARK A P.U.D., according to the Plat thereof as recorded in Plat Book 46, Page 67 of the Public Records of Palm Beach County, Florida; thence S05°02'00"W, along the west line of HIGH RIDGE SUBDIVISION, according to the Plat thereof as recorded in Plat Book 22, Page 6 and along the west line of IMAGINE CHARTER SCHOOL AT BOYNTON BEACH, according to the Plat thereof as recorded in Plat Book 112, Pages 186 and 187, of the Public Records of Palm Beach County, Florida, a distance of 1708.66 feet; thence S01°09'29"W, along the west line of said IMAGINE CHARTER SCHOOL AT BOYNTON BEACH and along the west line of HIGH RIDGE LANDING, according to the Plat thereof as recorded in Plat Book 119, Pages 123 through 125 of the Public Records of Palm Beach County, Florida, a distance of 1535.84 feet to a point on the north right-of-way line of Miner Road; thence S88°07'03"W, along said north right-of-way line, a distance of 1531.57 feet to a point of curvature of a curve concave to the south, having a radius of 2354.00 feet and a central angle of 07°50'43"; thence southwesterly an arc distance of 322.32 feet to a point of tangency; thence S80°16'20"W, 234.19 feet to a point on the south line of said Section 8; the previous three courses being along the north right-of-way line of Miner Road; thence S88°07'03"W, along said south line, a distance of 548.84 feet to a point on the east right-of-way line of Lake Worth Drainage District Equalizing Canal E-4; thence N08°00'40"E, along said east right-of-way line, a distance of 1658.93 feet; thence S81°59'51"E, 73.78 feet; thence S13°35'02"E, 95.00 feet; thence S30°40'04"E, 211.00 feet; thence S56°35'03"E, 185.00 feet; thence S28°35'03"E, 200.00 feet; thence S14°50'03"E, 176.00 feet; thence S37°10'04"E, 200.00 feet; thence S65°50'03"E, 165.00 feet; thence N61°59'57"E, 111.00 feet; thence S82°55'03"E, 1065.00 feet; thence N51°14'57"E, 230.00 feet; thence N05°14'57"E, 610.00 feet; thence N02°11'53"W, 1039.99 feet; thence N20°20'37"E, 287.63 feet to a point of curvature of a curve concave to the west, having a radius of 300.00 feet and a central angle of 27°21'09"; thence northerly an arc distance of 143.22 feet to a point of tangency; thence N07°00'32"W, 396.66 feet; thence N02°32'01"E, 201.41 feet to a point on the south line of said STANFORD PARK A P.U.D.; thence S86°34'46"E, along said south line, a distance of 384.30 feet to the POINT OF BEGINNING.

Said land lying in the City of Boynton Beach, Palm Beach County, Florida, containing 2,811,196 square feet, 64.536 acres, more or less.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as surveyed in the field under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Date: 10/17/2025

NOT VALID WITHOUT SHEETS 1 THROUGH 12

John T. Doogan, P.L.S. Digitally signed by John T. Doogan, P.L.S. Date: 2025.10.17 14:54:30 -04'00'

JOHN T. DOOGAN, P.L.S.
Florida Registration No. 4409
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

REVISIONS	AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2nd AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 (561) 392-2594 / www.AVIROMSURVEY.com	JOB #: 13208-1 SCALE: N/A DATE: 10/16/2025 BY: S.K. CHECKED: J.T.D. F.B. --- PG. --- SHEET: 1 OF 12

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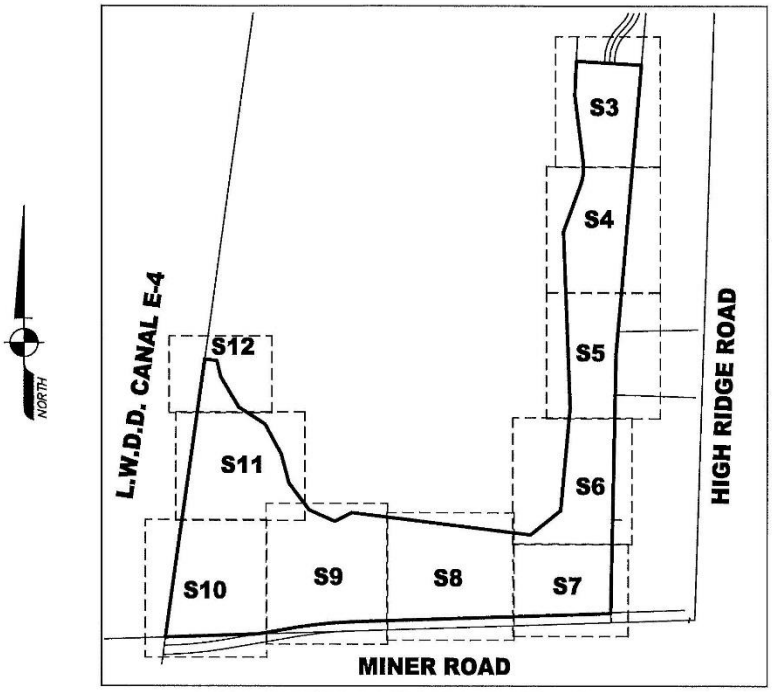
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SKETCH & DESCRIPTION

PORTION OF SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST

CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA



KEY SHEETS & LOCATION SKETCH
(NOT TO SCALE)

SURVEYOR'S REPORT:

1. Reproductions of this Sketch are not valid without the signature and the original seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this survey map or report by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings are based on the north right-of-way line of Miner Road having a bearing of S88°07'03"W.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: Δ = Central Angle; ℄ = Centerline; F.B. = Field Book; L = Arc Length; L.B. = Licensed Business; L.W.D.D. = Lake Worth Drainage District; P.B. = Plat Book; P.B.C.R. = Palm Beach County Records; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; R = Radius; R/W = Right-of-Way.

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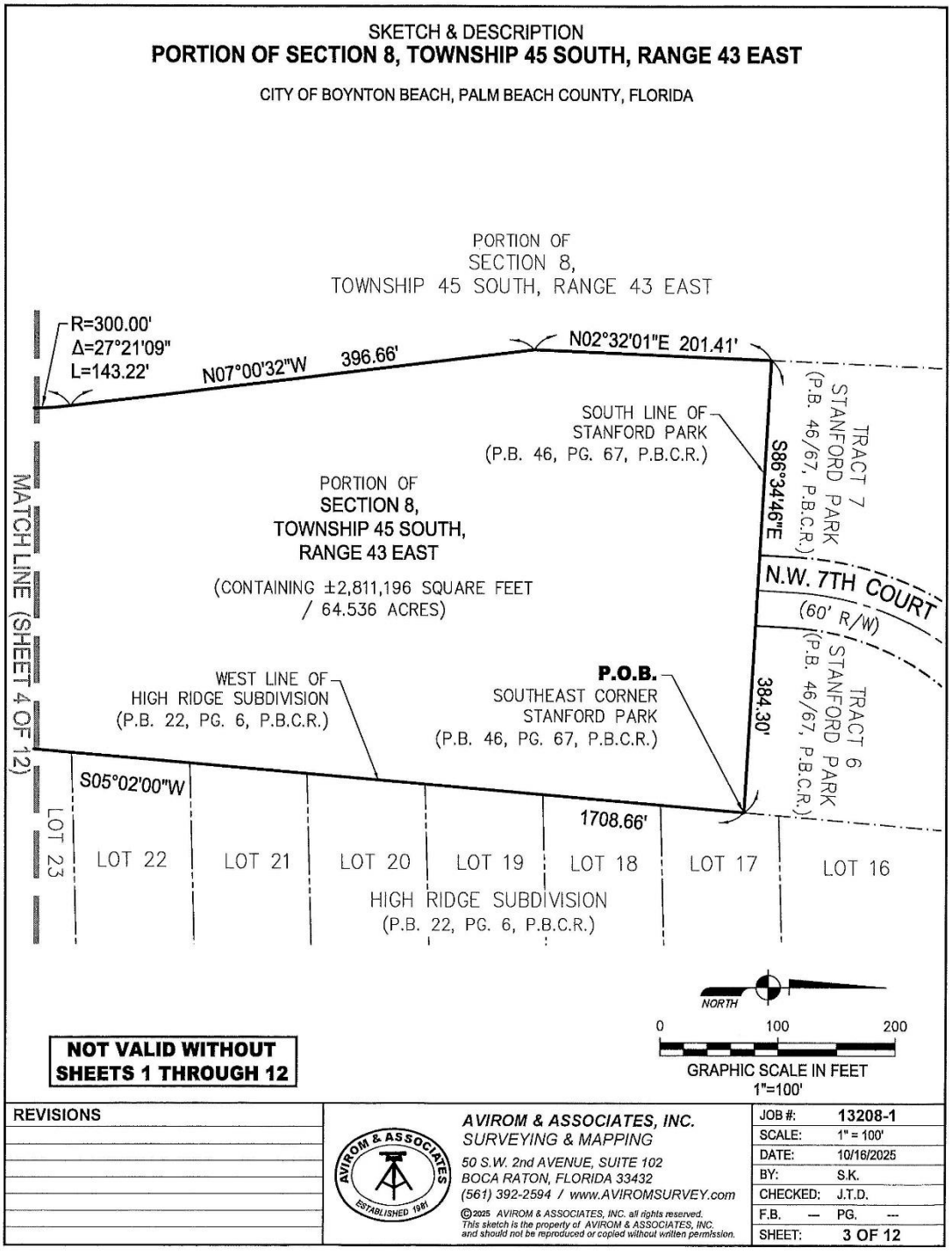
REVISIONS

AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
(561) 392-2594 / www.AVIROMSURVEY.com

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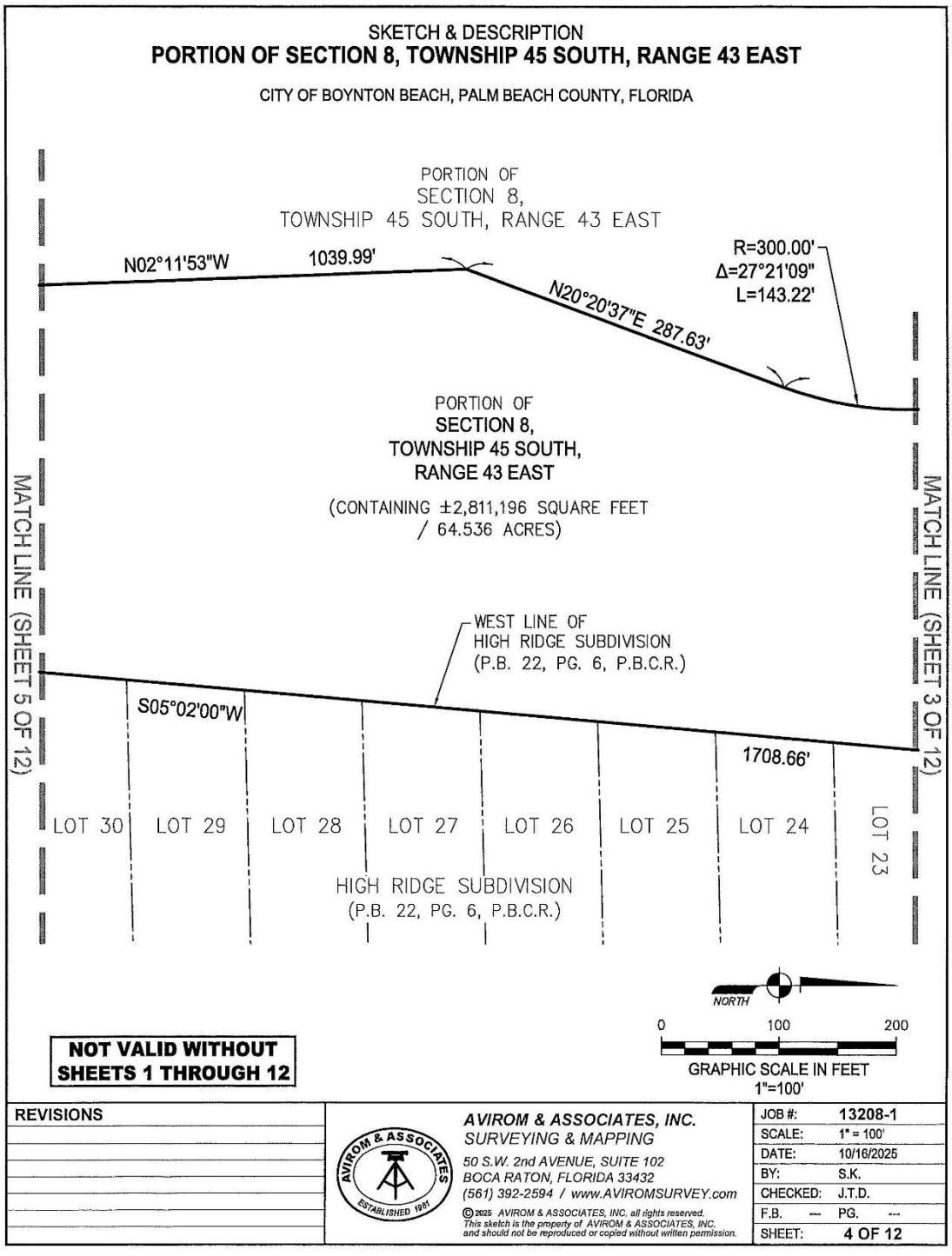
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SCALE:	N/A
DATE:	10/16/2025
BY:	S.K.
CHECKED:	J.T.D.
F.B. ---	PG. ---
SHEET:	2 OF 12

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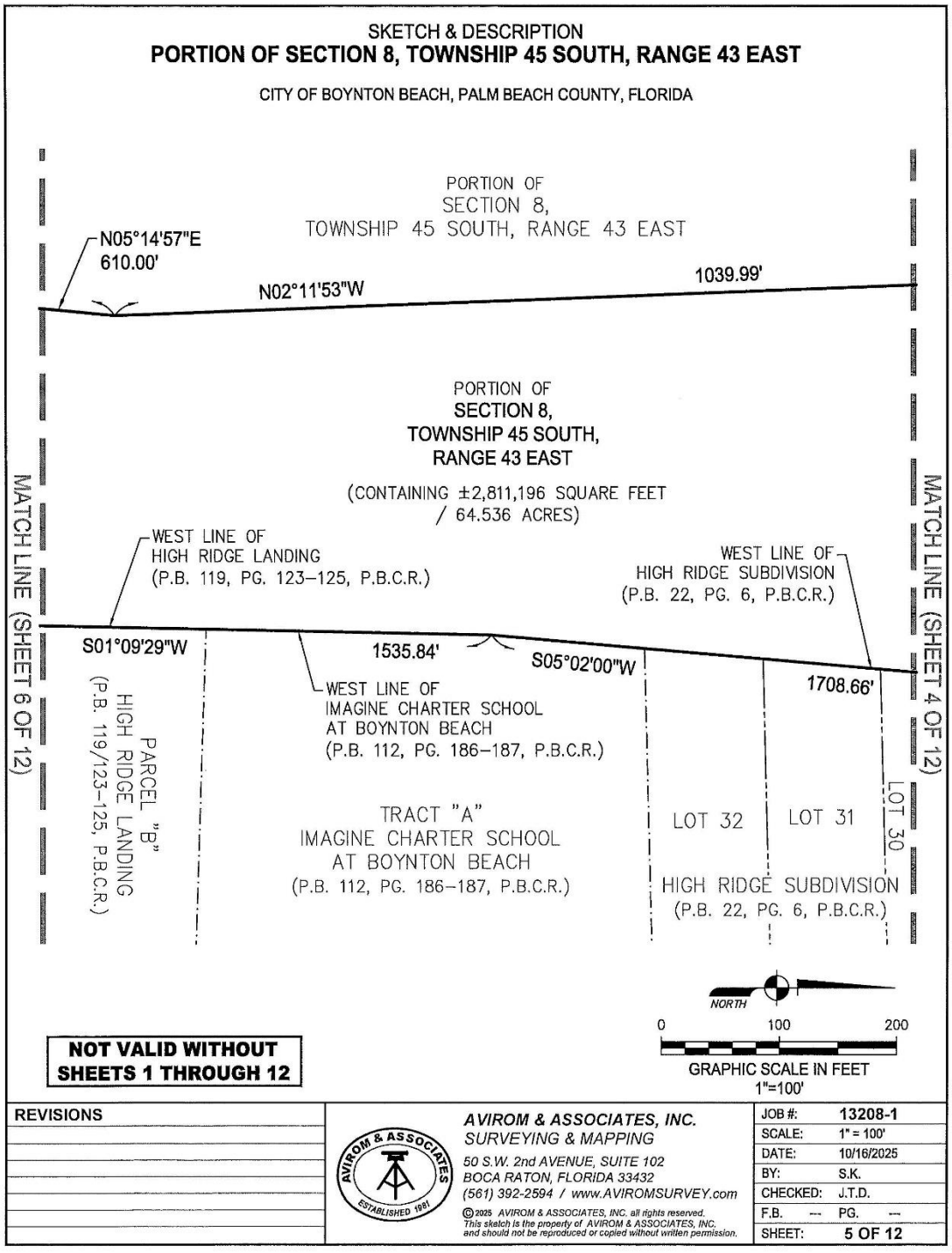
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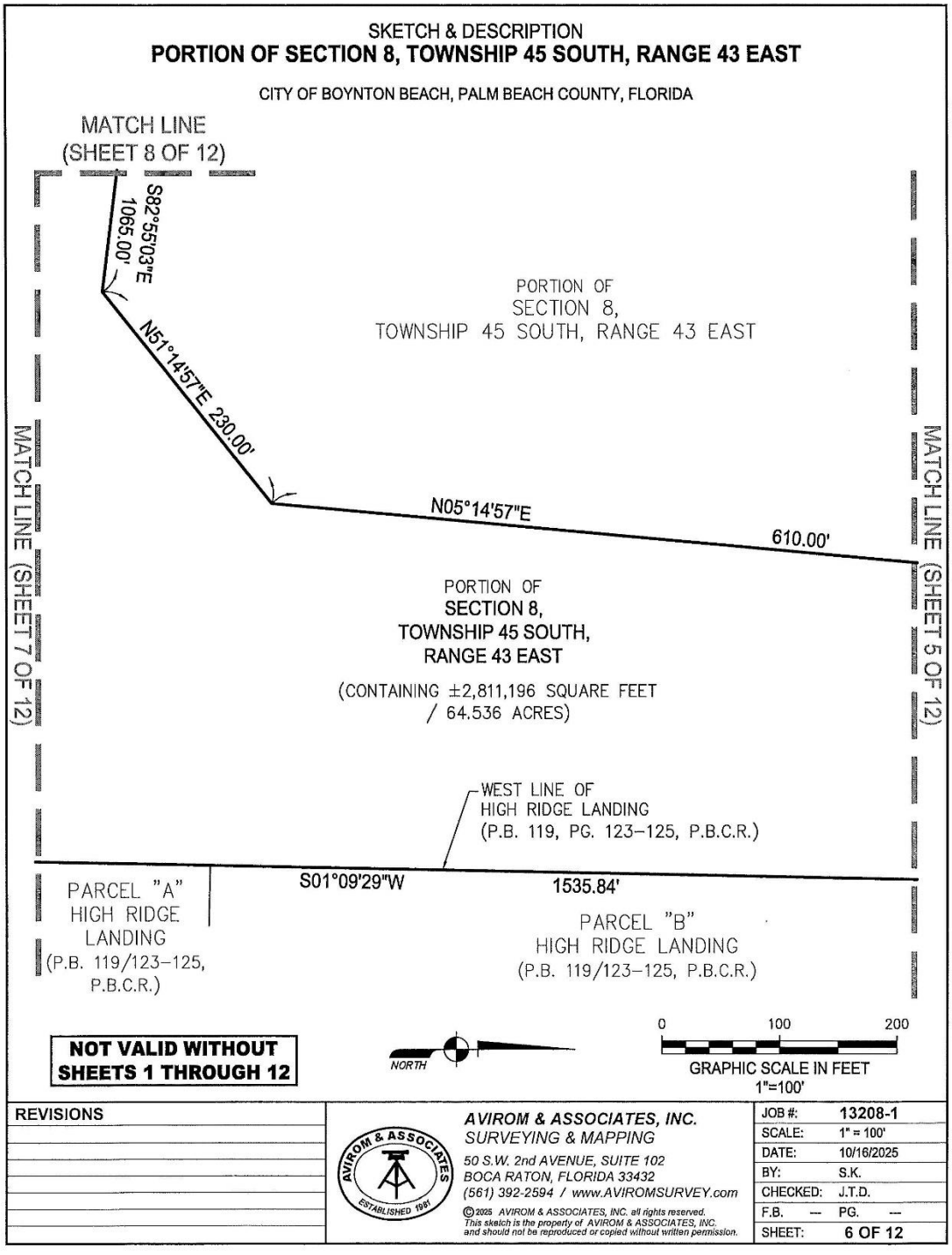
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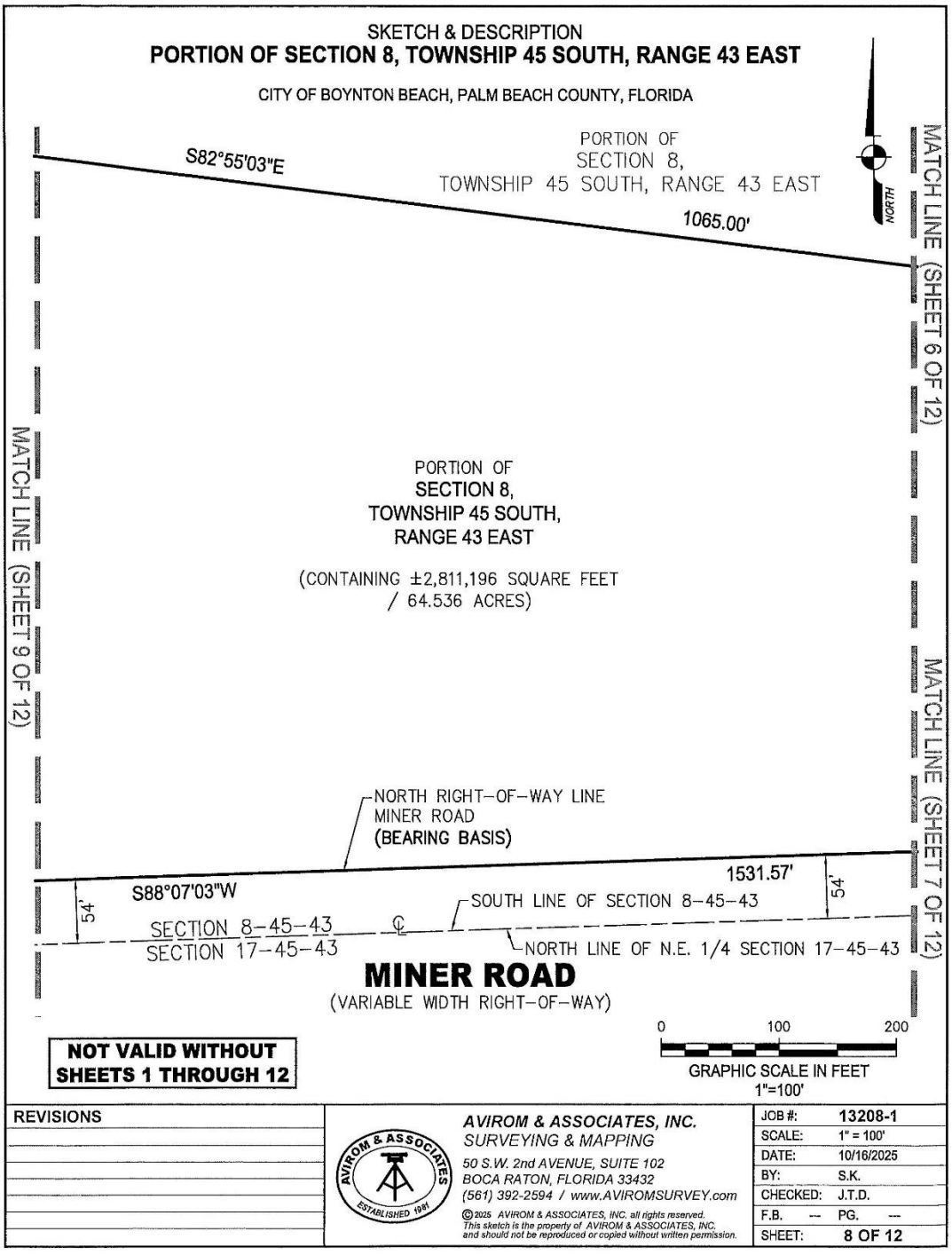
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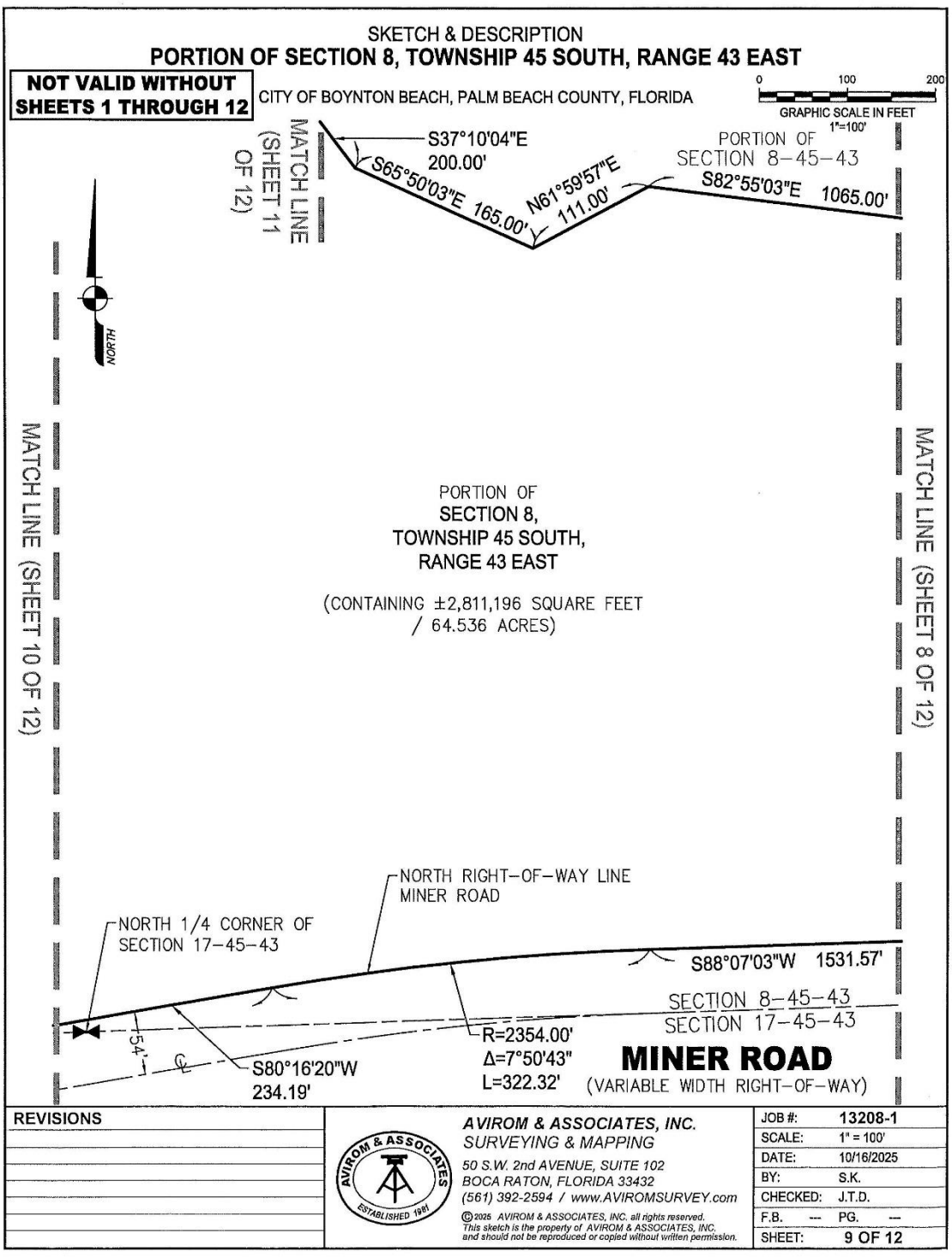
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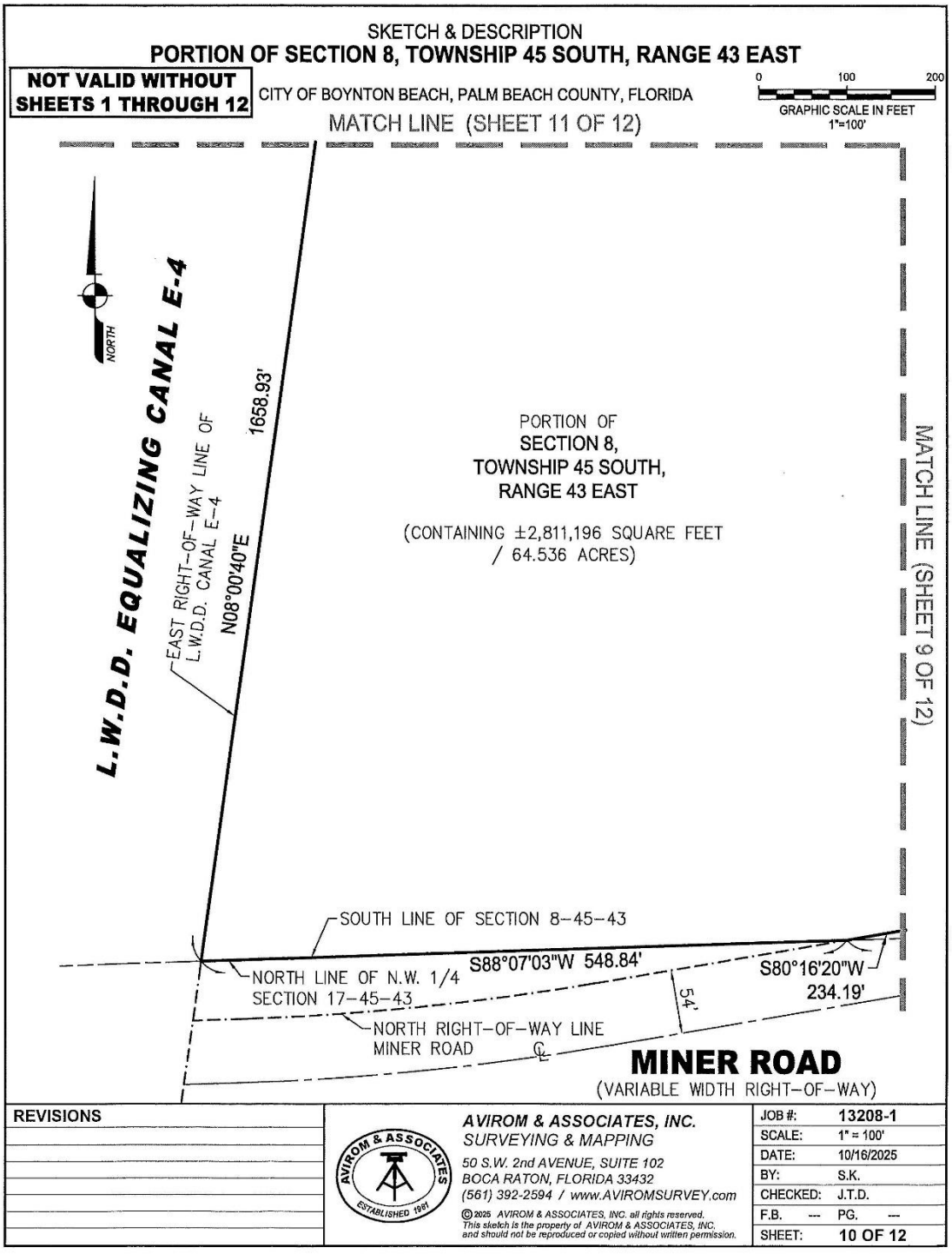
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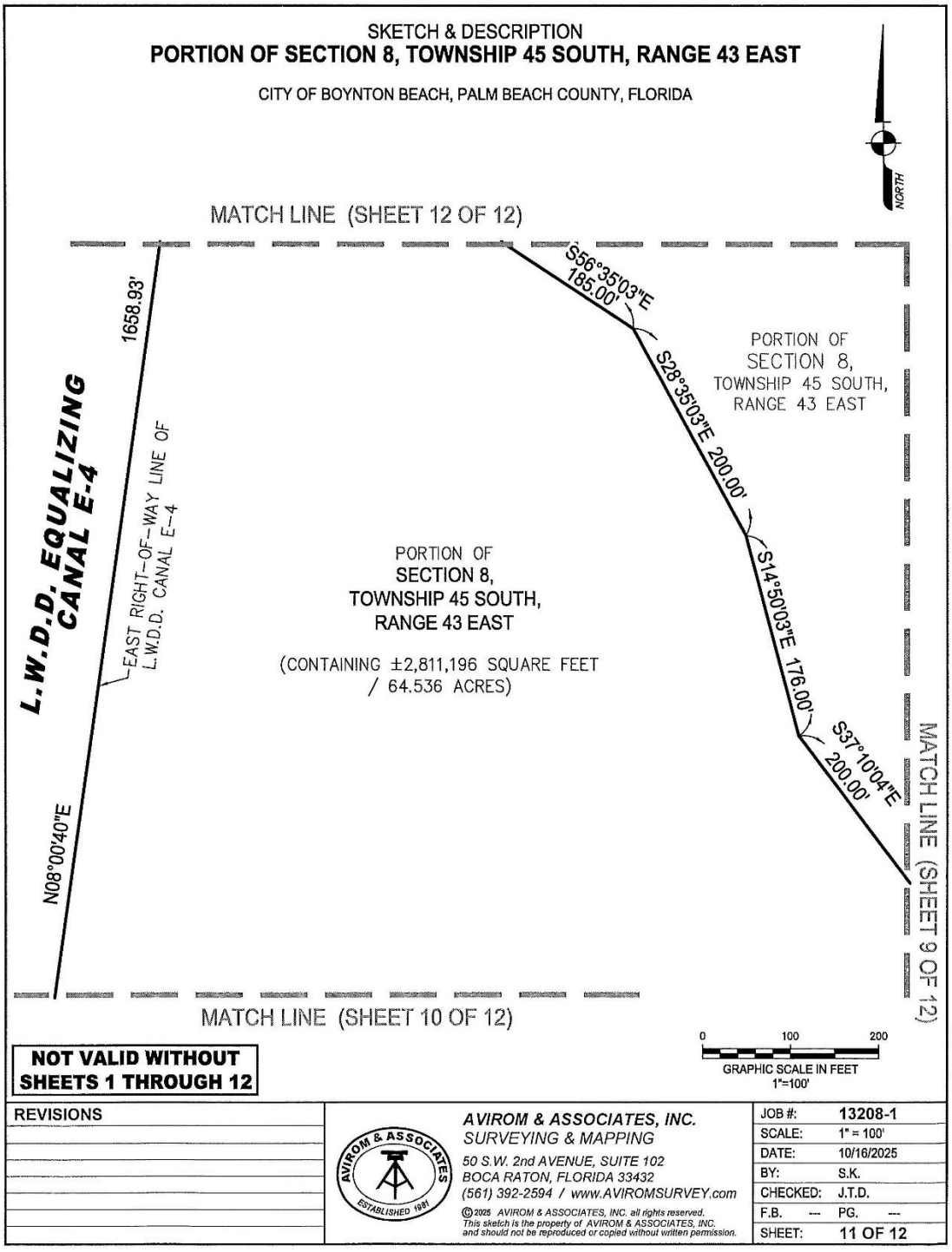
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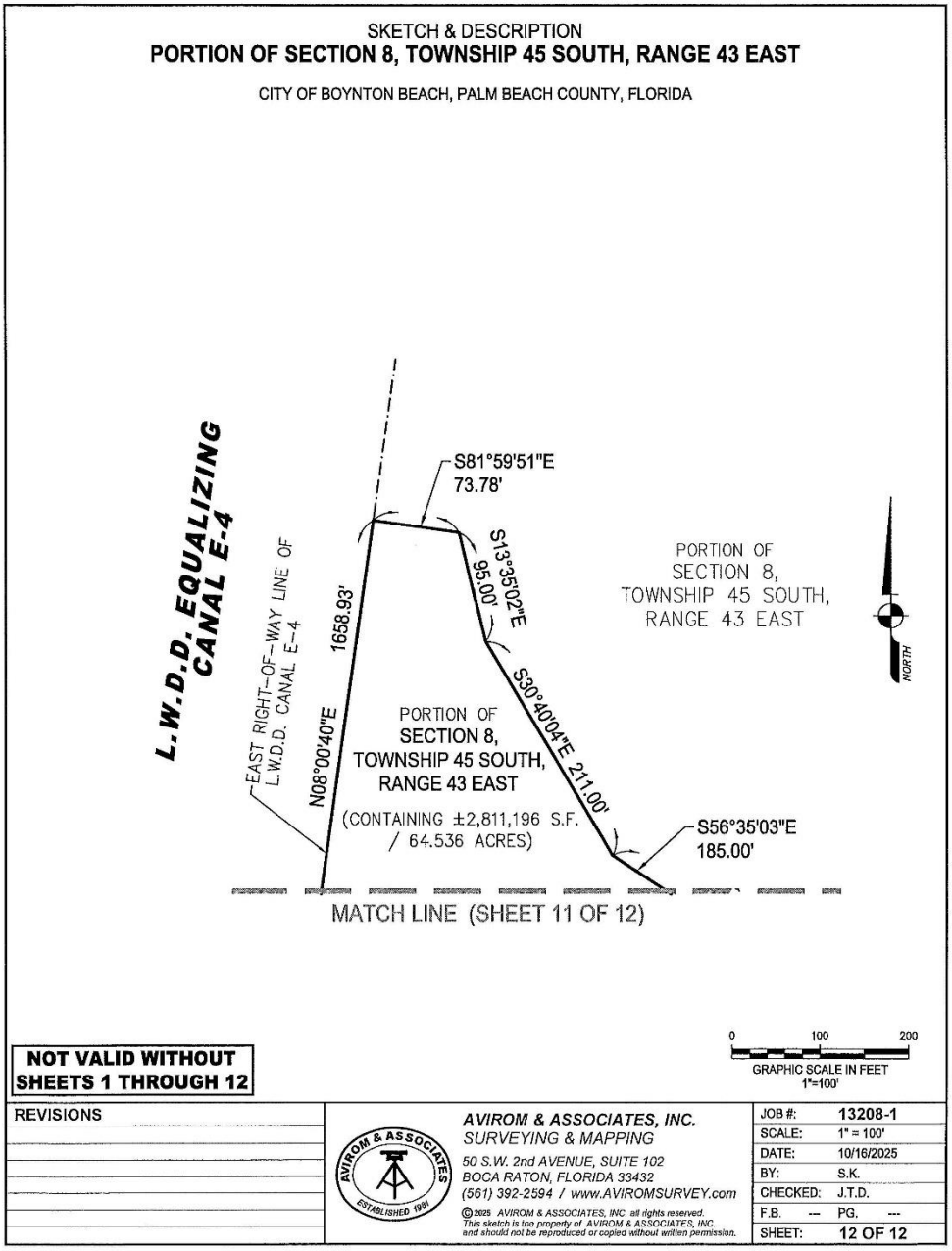
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Exhibit B
Future Land Use Map

Existing Future Land Use Map



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PLANNING AND DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION

STAFF REPORT

TO:	Mayor and Commissioners
THRU:	Amanda B. Radigan, AICP Director of Planning and Development
FROM:	Gabe Sevigny, Principal Planner
DATE:	October 29, 2025
PROJECT:	High Ridge Country Club - Future Land Use Map Amendment and Rezoning – 2025.03.1591 & 2025.03.1590
REQUEST:	Approve High Ridge Country Club's request for a Future Land Use Map Amendment from LDR (Low Density Residential) to R (Recreation) and rezoning from R-1-AA (Single-Family Residential District) to REC (Recreation) consisting of approximately 64.54 acres, site is generally located west of High Ridge Road between Hypoluxo Road and Miner Road.

PROJECT DESCRIPTION

Property Owner:	High Ridge Country Club INC
Applicant:	Ryan Artim
Address:	2400 Hypoluxo Road, Boynton Beach, FL, 33462
Location:	West of High Ridge Road and situated between Hypoluxo Road to the north and Miner Road to the south.
Existing Land Use:	LDR (Low Density Residential)
Proposed Land Use:	R (Recreation)
Existing Zoning:	R-1-AA (Single-Family Residential District)
Proposed Zoning:	REC (Recreation)
Proposed Use:	Golf course expansion
Acreage:	64.54 acres

Adjacent Uses:

North:	Unincorporated Palm Beach County and City of Boynton Beach, with a mixture of residential, office, and commercial uses.
South:	Unincorporated Palm Beach County and City of Boynton Beach, with park, open space, and civic uses
East:	Unincorporated Palm Beach County and City of Boynton Beach, with a mixture of residential, office, and multi-family uses.
West:	City of Boynton Beach, with largely residential uses.

BACKGROUND

The subject area is located west of High Ridge Road and situated between Hypoluxo Road to the north and Miner Road to the south. The overall site consists of 234.46 acres and has a golf course, clubhouse, and other site amenities. While the entire site is under single ownership, the current configuration consists of three (3) parcels and an undeveloped section of right-of-way. The section of right-of-way has a concurrent application for an abandonment. The remaining three (3) parcels do not have a consistent zone designation, consisting of REC and R-1-AA.

The large portion of the subject site, located within the REC zoning district, permits the golf course and related structures, however the two parcels, consisting of 64.54 acres, located to the south and east are within the R-1-AA zoning district which does not permit a golf course as a use. While a portion of the golf course is located within the residential zoning district, this area would be considered to be a non-conforming use. Any modifications or expansions of the golf course within the R-1-AA zoning district would require a rezone.

The 64.54 acres in consideration is located within Environmentally Sensitive Lands both A and B-rated (see “Environmentally Sensitive Lands” attachment). The City of Boynton Beach’s Comprehensive Plan outlines policies in regard to managing and protecting these areas, as defined below in the section ‘Review Based on Criteria for Future Land Use Map and Rezone’.

As the applicant is proposing to expand the golf course and modify aspects of landscaping, and the current pond locations that are located within the R-1-AA zoning district, staff advised the requirement for the Future Land Use Map amendment and Rezone. The only portion to be affected will be the 64.54 acres currently zoned R-1-AA.

As stated above, there is a concurrent application for an abandonment of the rights-of-way for the southern portion of Northwest 7th Court. As the connection has never been made and it is highly wooded through this area, engineering has recommended

approval of that application. If approved an associated final plat can be reviewed and approved changing the configuration to one lot.

PROCESS

While the subject property does not involve a text change to the goals, objectives, and policies of the comprehensive plan, nor is it located within an area of critical state concern, the size of the property under consideration does exceed 50 acres. Therefore, the proposed Future Land Use Map amendment is subject to the comprehensive plan amendment process per provisions of Chapter 163.3184, Florida Statutes.

REVIEW BASED ON CRITERIA FOR FUTURE LAND USE MAP AND REZONE

The criteria used to review Comprehensive Plan amendments and rezonings are listed in the Land Development Regulations, Chapter 2, Article II, Section 2.B and Section 2.D.3. These criteria are required to be part of a staff analysis when the proposed change includes an amendment to the Comprehensive Plan Future Land Use Map (FLUM) or a rezoning.

a. Demonstration of Need. *A demonstration of need may be based upon changing conditions that represent a demand for the proposed land use classification and zoning district. Appropriate data and analysis that adequately substantiates the need for the proposed land use amendment and rezoning must be provided within the application.*

While there are existing golf course related improvements within the R-1-AA zoning district, this would be considered a legal non-conforming use. Any expansion or modification to these areas would require a rezone as a golf course is not a permitted use within the R-1-AA zoning district.

b. Consistency. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be consistent with the purpose and intent of, and promote, the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations.*

The proposed FLUM amendment is consistent with the intent of several Comprehensive Plan Future Land Use Element policies, including:

Policy 1.3.1 *The City shall continue to implement the future land use categories in accordance with the descriptions as provided in this policy. The densities and intensities shall be the maximums allowed, but those maximums will not necessarily be permitted in corresponding zoning districts. The Land Development regulations or other provisions of the City's Comprehensive Plan or Code of Ordinances may prohibit or regulate certain specific uses if doing so would be reasonable. Furthermore, other uses which may have land use*

characteristics very similar to those uses listed under a particular land use category may also be allowed in that land use category. One or more zoning districts, including planned development districts, shall be established to implement each of the following land use categories.

a. ***Recreational*** *category shall include active and passive recreation facilities and parks that are both publicly owned and privately- owned. It shall be the policy of the City that all land acquired for public parks, excluding those located in planned zoning districts shall be placed in the Recreational land use and zoning category within five years of acquisition. Development within this designation shall have a maximum Floor Area Ratio (FAR) of 0.50*

   The uses allowed in this land use category shall be limited to, but shall not necessarily include, the following:

   1. *Public parks and recreational facilities;*
   2. *Golf courses;*
   3. *Private parks and recreation facilities;*
   4. *Indoor entertainment as accessory;*
   5. *Theaters;*
   6. *Social and civic clubs and organizations;*
   7. *Governmental offices;*
   8. *Civic and community centers;*
   9. *Museums;*
   10. *Medical facilities as accessory; and*
   11. *Retail sales, restaurants as accessory.*

Policy 1.9.1 *New development and redevelopment shall be consistent with the policies of the Future Land Use Element and conform to the Future Land Use Map or, if applicable, comply with the future land use recommendations of the CRA Community Redevelopment Plan and any future redevelopment plans.*

Policy 4.5.3 *The City shall continue to require a detailed flora and fauna survey on any "A" rated site subject to a development proposal and any site greater than 10 acres in size. The City shall require preservation of a minimum 25% of all native plant communities which occur on an "A" rated ecosystems site the specific location to be determined as a result of the site survey. Habitat shall be preserved with intact canopy, understory and ground cover.*

Policy 4.5.4 *The City shall continue to enforce land development regulations to prohibit land clearing practices that destroy native Florida ecosystems in whole or in part prior to permitting by the City.*

Policy 4.5.5 *The City shall continue to enforce policies regarding the*

preservation of native habitat and endangered or threatened species and these policies shall also apply to any property which is owned or acquired by the City.

Policy 4.6.2 *The City shall modify and enforce regulations such that outright preservation of existing, non-exotic trees on any existing vegetated site shall be preferred over "cut and replace" preservation techniques. Removal and replacement shall be discouraged. Preservation of existing trees shall be encouraged, and removal must be unavoidable due to site layout needs with replacement equal to or greater in size and quality to that removed.*

Policy 4.6.3 *The City shall continue to enforce and, where appropriate, improve upon existing subdivision or other development regulations which require shoreline vegetation buffer strips, restrict the amount or location of site clearing, maintain natural drainage flows and require the removal of on-site exotic tree species.*

Policy 4.6.4 *The City shall continue, while discouraging clear-cutting prior to development, to enforce regulations that require removal of exotic tree species on sites being developed, particularly those sites containing sensitive ecosystems rated "A".*

Policy 4.6.5 *The City shall continue to enforce the land development regulations that require native vegetation species to satisfy at least 50% of all site landscaping requirements as a condition of development or permit approval.*

All future proposals will be subject to the above standards or any future changes to the City's Comprehensive Plan. Allowing for a REC zoning district largely prohibits many uses that could otherwise endanger these Environmentally Sensitive Lands.

c. Compatibility. *The application shall consider whether the proposed Future Land Use and Zoning, or potential uses allowed in a proposed Zoning district, would be compatible with the surrounding uses in terms of density scale, and the nature of use, or mobility options; or interconnectivity within the project and between adjacent properties.*

While the request is a Future Land Use Map Amendment and Rezone, there is no real change to the use of the subject site. If approved, the applicant may seek modifications or expansions that meet all other applicable requirements for a golf course, club house, and other site amenities and improvements. The proposed applications are compatible with existing uses within the area as the site is currently being used as a golf course.

d. Orderly Growth. *Whether the proposed amendments to the Future Land Use Map amendment (FLUM) and Zoning maps would encourage piecemeal development or*

create undevelopable parcels.

While the subject site is already in use as a golf course, approvals of these applications would allow for future expansions and modifications to the existing areas. Areas of the subject site would still be considered undevelopable as they are designated as Environmentally Sensitive Lands.

e. Location Efficiency. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would support complementary land uses: the integration of a mix of land uses consistent with smart growth or sustainability initiatives; access to a wide range of mobility options; or, interconnectivity within the project and between adjacent properties.*

The proposed applications, if approved, would allow for expansions to occur within existing boundaries and will allow for interconnectivity within the site without disturbing adjacent properties.

f. Availability of Public Services / Infrastructure. *All requests for Future Land Use Map amendments shall be reviewed for long-term capacity availability at the maximum intensity permitted under the requested land use classification.*

There is not an anticipated increase of demand for City services. The area is largely developed and only future expansions to the existing golf course are proposed.

g. Economic Development Impact.

(1) Whether the proposed rezoning/FLUM amendments would not:

a. *Represent a potential decrease in the possible intensity of development, given the uses permitted in the proposed land use category and/or zoning district; and*
b. *Represent a potential decrease in the number of uses with high probable economic development benefits.*

(2) Whether the proposed rezoning/FLUM amendment would:

a. *Create new employment opportunities:*
b. *Contribute to the enhancement and diversification of the city's tax base:*
c. *Respond to the current or anticipated market demand or community needs: or*
d. *Alleviate economic obsolescence of the subject area*

The site is currently largely developed. If approved, the existing REC uses that were developed within the R-1-AA zoning district would be able to expand, thereby increasing economic development benefits. The proposed application meets all of the above criteria.

h. Heavy Commercial and Industrial Land Supply. *The review shall consider whether the proposed amendments to the Future Land Map amendment (FLUM)*

and Zoning maps would reduce the amount of land available for heavy commercial/industrial development. If such determination is made, the approval can be recommended under the following conditions:

(1) The size, shape, and/or location of the property makes it unsuitable for commercial/industrial development; or

(2) The proposed rezoning/FLUM amendment provides substantiated evidence of satisfying at least two (2) of the Direct Economic Development Benefits listed in subparagraph "g" above; and

The proposed application would not be suitable for commercial/industrial as it is designated as Environmentally Sensitive Lands and the application satisfies four (4) of the Direct Economic Development Impacts listed above.

RECOMMENDATION

Staff has reviewed the proposed Future Land Use Map Amendment and Rezone against the review criteria provided in Chapter 2, Article II, Section 2, Subsections B.3.c & D.3 and has found the proposal to meet the aforementioned criteria. Therefore, staff recommends that the request be approved.

SKETCH & DESCRIPTION

PORTION OF SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST

CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA

LAND DESCRIPTION:

A portion of Section 8, Township 45 South, Range 43 East, being more particularly described as follows:

BEGIN at the Southeast corner of STANFORD PARK A P.U.D., according to the Plat thereof as recorded in Plat Book 46, Page 67 of the Public Records of Palm Beach County, Florida; thence S05°02'00"W, along the west line of HIGH RIDGE SUBDIVISION, according to the Plat thereof as recorded in Plat Book 22, Page 6 and along the west line of IMAGINE CHARTER SCHOOL AT BOYNTON BEACH, according to the Plat thereof as recorded in Plat Book 112, Pages 186 and 187, of the Public Records of Palm Beach County, Florida, a distance of 1708.66 feet; thence S01°09'29"W, along the west line of said IMAGINE CHARTER SCHOOL AT BOYNTON BEACH and along the west line of HIGH RIDGE LANDING, according to the Plat thereof as recorded in Plat Book 119, Pages 123 through 125 of the Public Records of Palm Beach County, Florida, a distance of 1535.84 feet to a point on the north right-of-way line of Miner Road; thence S88°07'03"W, along said north right-of-way line, a distance of 1531.57 feet to a point of curvature of a curve concave to the south, having a radius of 2354.00 feet and a central angle of 07°50'43"; thence southwesterly an arc distance of 322.32 feet to a point of tangency; thence S80°16'20"W, 234.19 feet to a point on the south line of said Section 8; the previous three courses being along the north right-of-way line of Miner Road; thence S88°07'03"W, along said south line, a distance of 548.84 feet to a point on the east right-of-way line of Lake Worth Drainage District Equalizing Canal E-4; thence N08°00'40"E, along said east right-of-way line, a distance of 1658.93 feet; thence S81°59'51"E, 73.78 feet; thence S13°35'02"E, 95.00 feet; thence S30°40'04"E, 211.00 feet; thence S56°35'03"E, 185.00 feet; thence S28°35'03"E, 200.00 feet; thence S14°50'03"E, 176.00 feet; thence S37°10'04"E, 200.00 feet; thence S65°50'03"E, 165.00 feet; thence N61°59'57"E, 111.00 feet; thence S82°55'03"E, 1065.00 feet; thence N51°14'57"E, 230.00 feet; thence N05°14'57"E, 610.00 feet; thence N02°11'53"W, 1039.99 feet; thence N20°20'37"E, 287.63 feet to a point of curvature of a curve concave to the west, having a radius of 300.00 feet and a central angle of 27°21'09"; thence northerly an arc distance of 143.22 feet to a point of tangency; thence N07°00'32"W, 396.66 feet; thence N02°32'01"E, 201.41 feet to a point on the south line of said STANFORD PARK A P.U.D.; thence S86°34'46"E, along said south line, a distance of 384.30 feet to the POINT OF BEGINNING.

Said land lying in the City of Boynton Beach, Palm Beach County, Florida, containing 2,811,196 square feet, 64.536 acres, more or less.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as surveyed in the field under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Date: 10/17/2025

NOT VALID WITHOUT SHEETS 1 THROUGH 12

John T. Doogan, P.L.S.

Digitally signed by John T. Doogan, P.L.S.
Date: 2025.10.17 14:54:30 -04'00'

JOHN T. DOOGAN, P.L.S.
Florida Registration No. 4409
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

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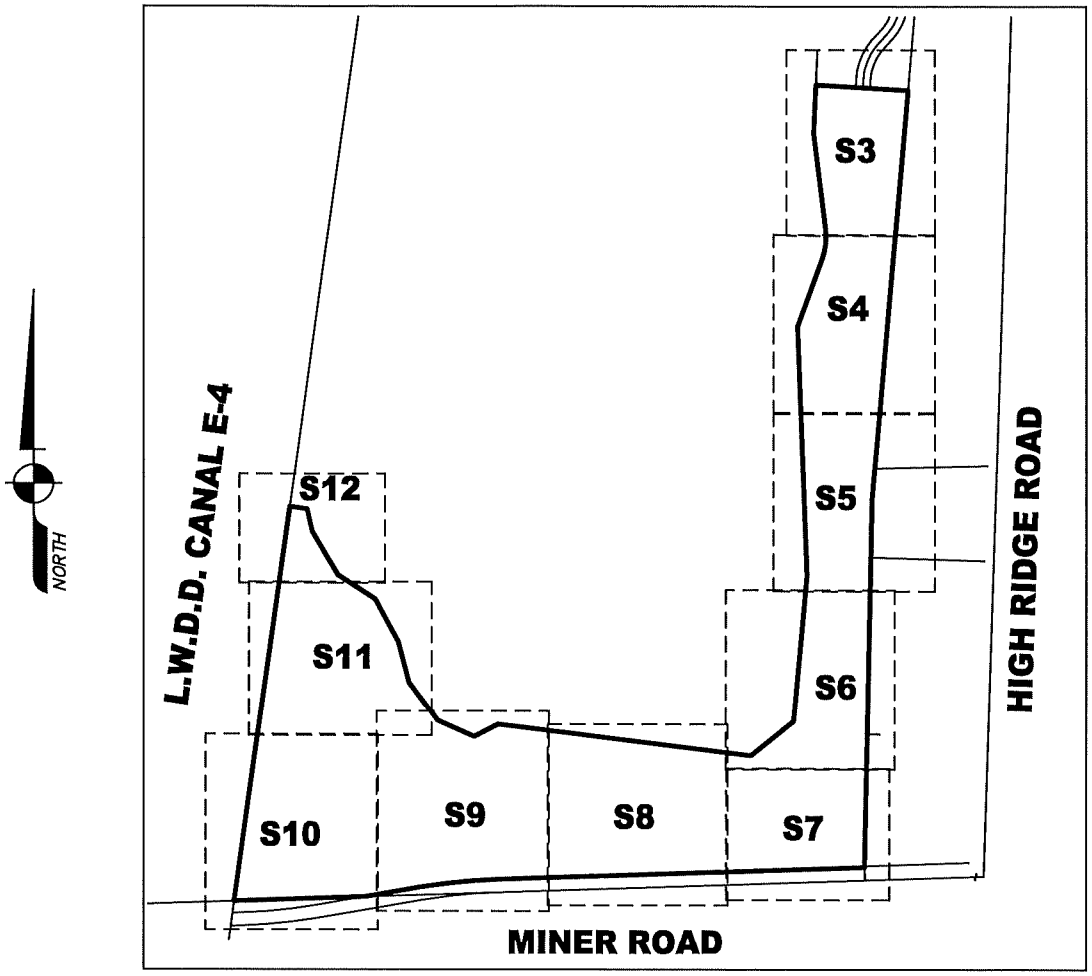
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CHECKED:	J.T.D.
F.B. ---	PG. ---
SHEET:	1 OF 12

SKETCH & DESCRIPTION

PORTION OF SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST

CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA



KEY SHEETS & LOCATION SKETCH

(NOT TO SCALE)

SURVEYOR'S REPORT:

1. Reproductions of this Sketch are not valid without the signature and the original seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this survey map or report by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings are based on the north right-of-way line of Miner Road having a bearing of S88°07'03"W.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: Δ = Central Angle; ℄ = Centerline; F.B. = Field Book; L = Arc Length; L.B. = Licensed Business; L.W.D.D. = Lake Worth Drainage District; P.B. = Plat Book; P.B.C.R. = Palm Beach County Records; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; R = Radius; R/W = Right-of-Way.

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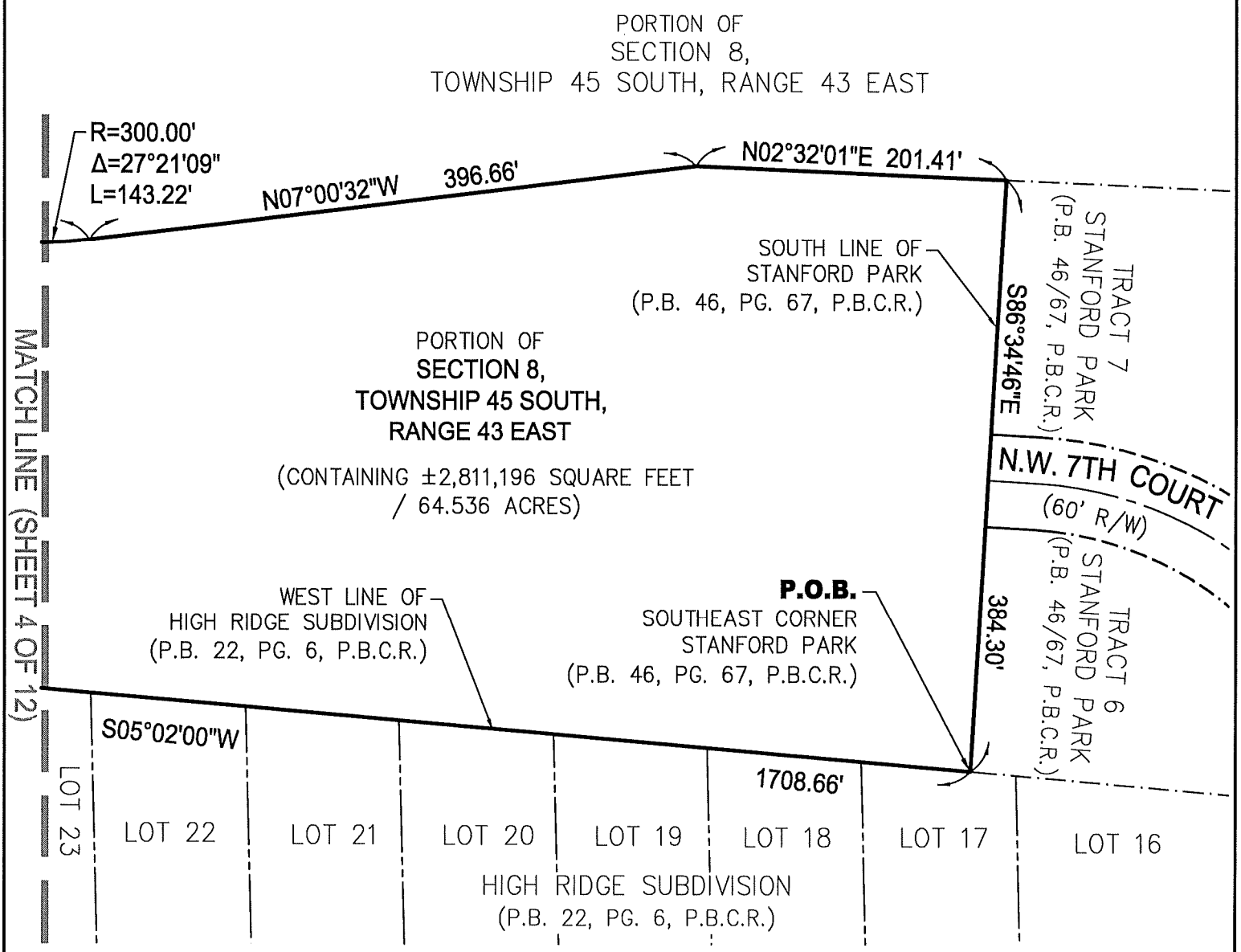
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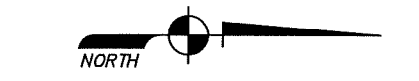
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SKETCH & DESCRIPTION

PORTION OF SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST

CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA





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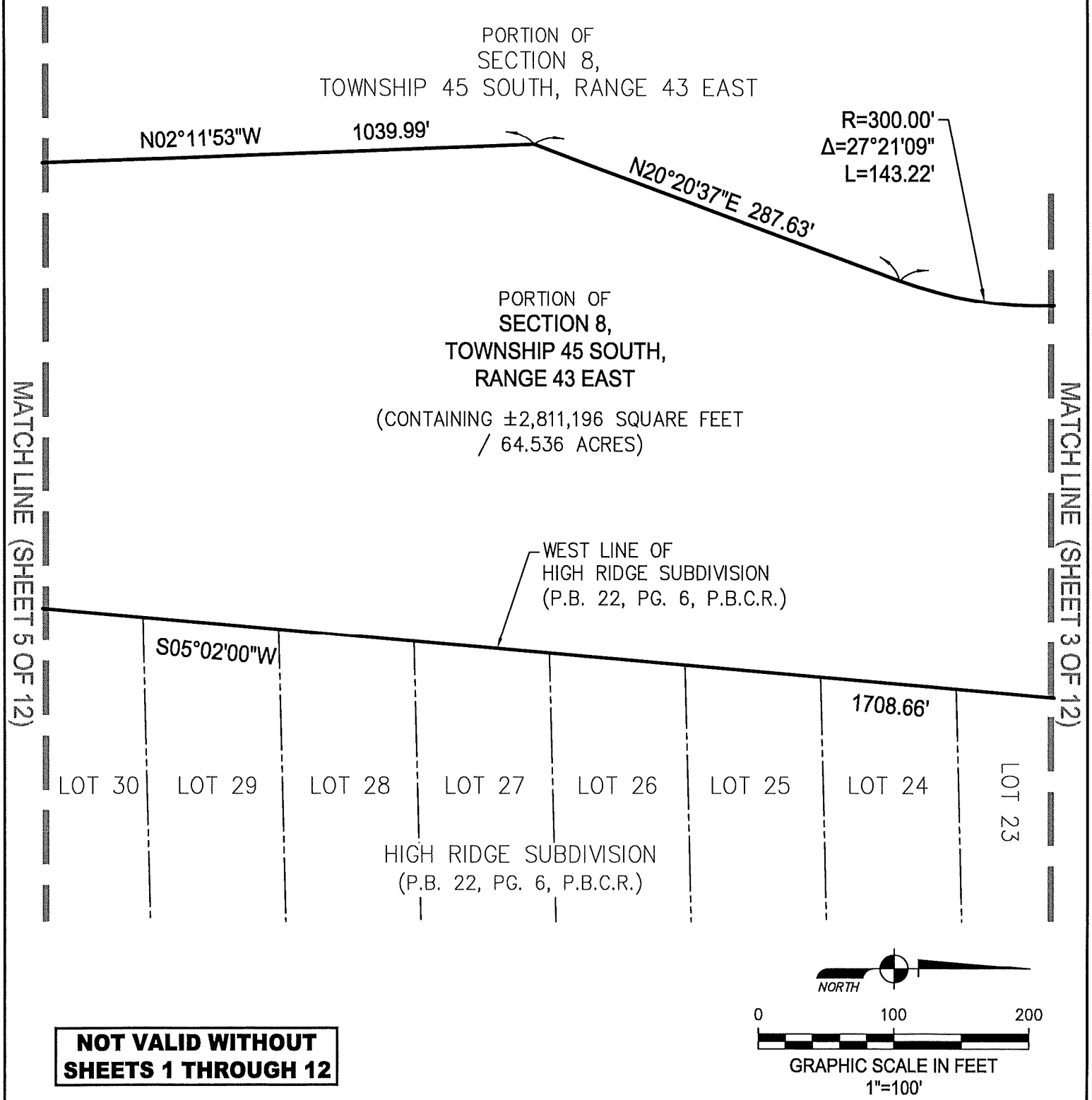
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SKETCH & DESCRIPTION

PORTION OF SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST

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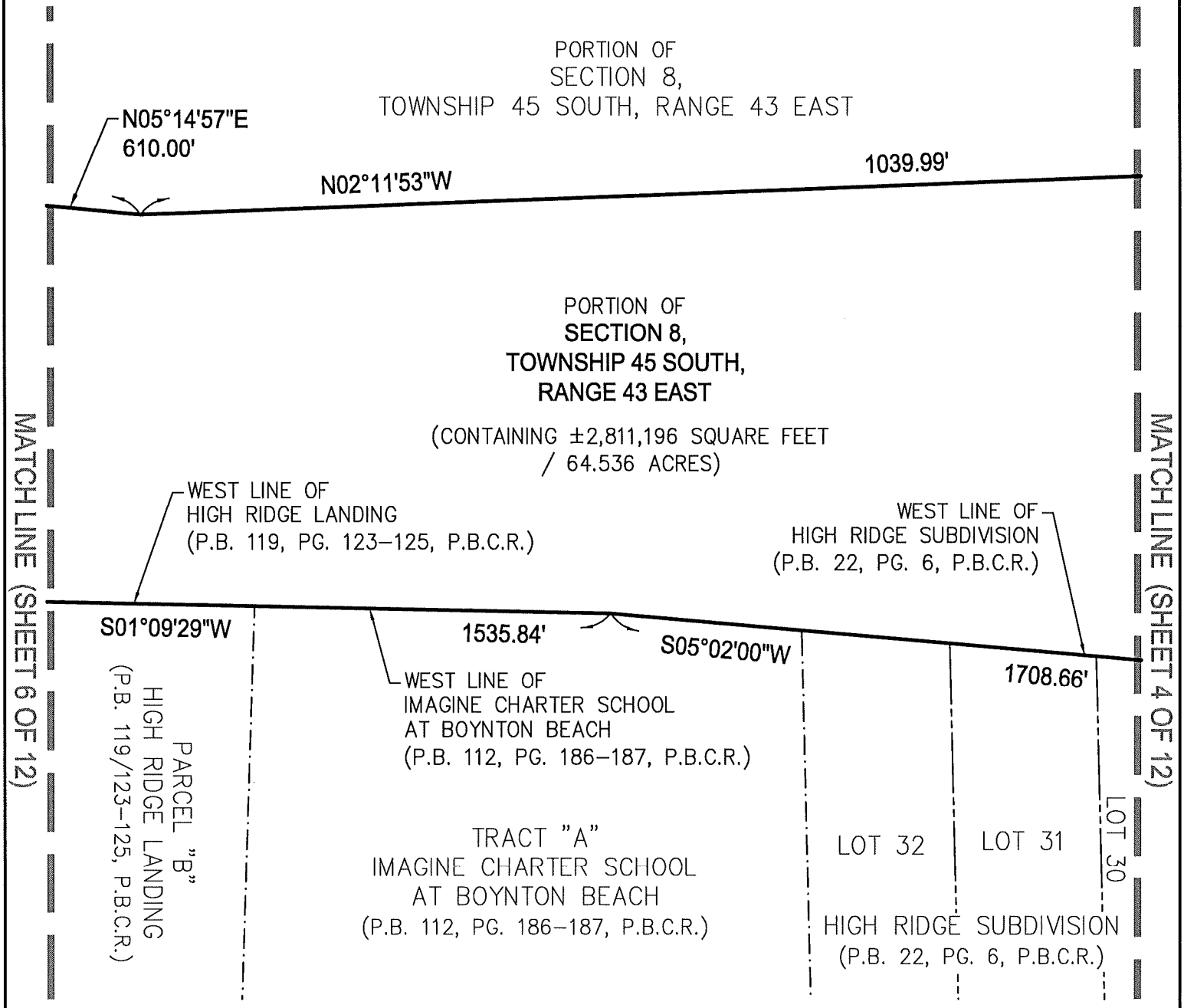
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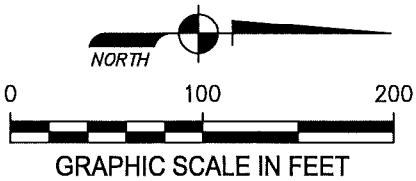
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SKETCH & DESCRIPTION

PORTION OF SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST

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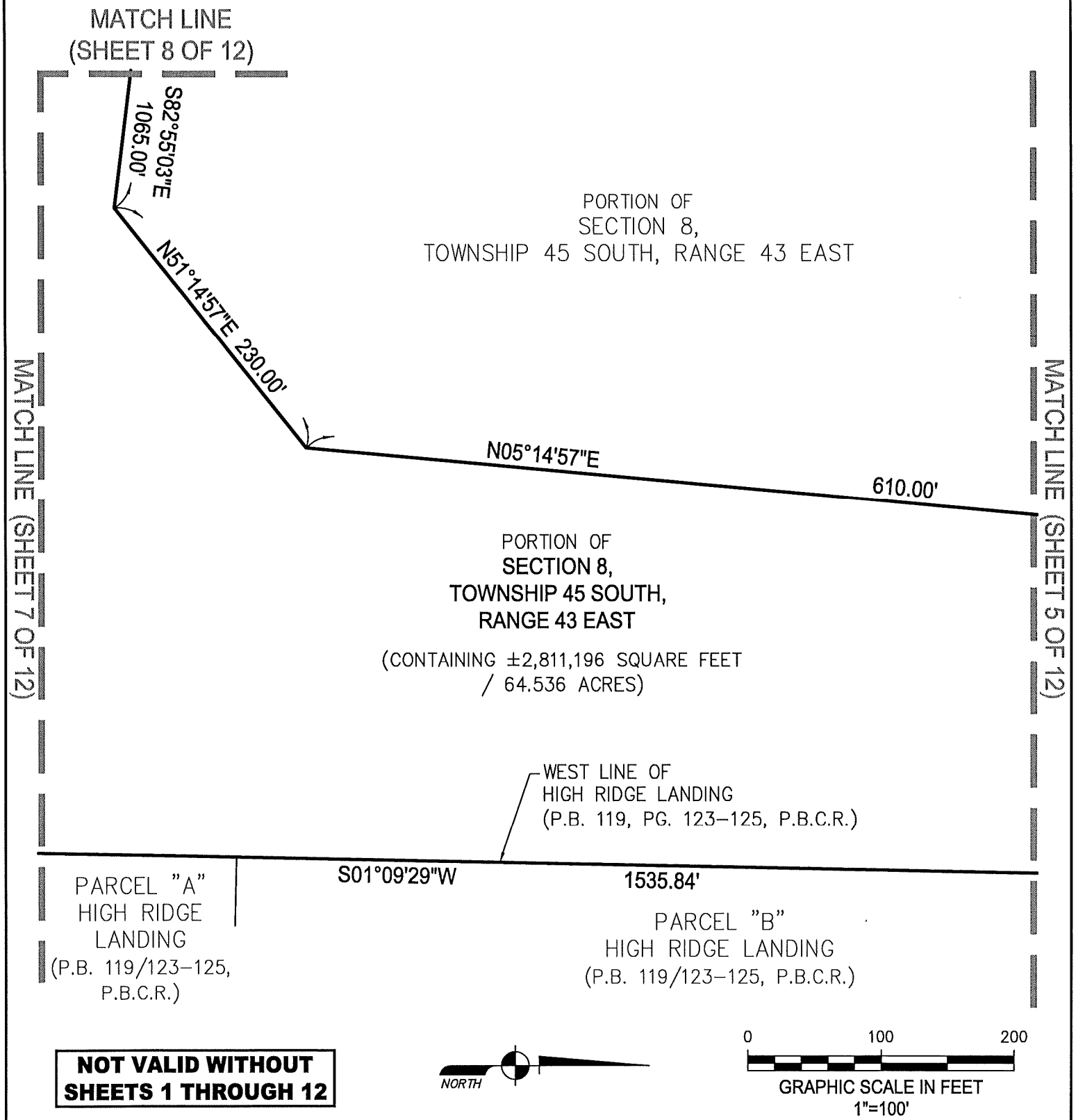
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SKETCH & DESCRIPTION

PORTION OF SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST

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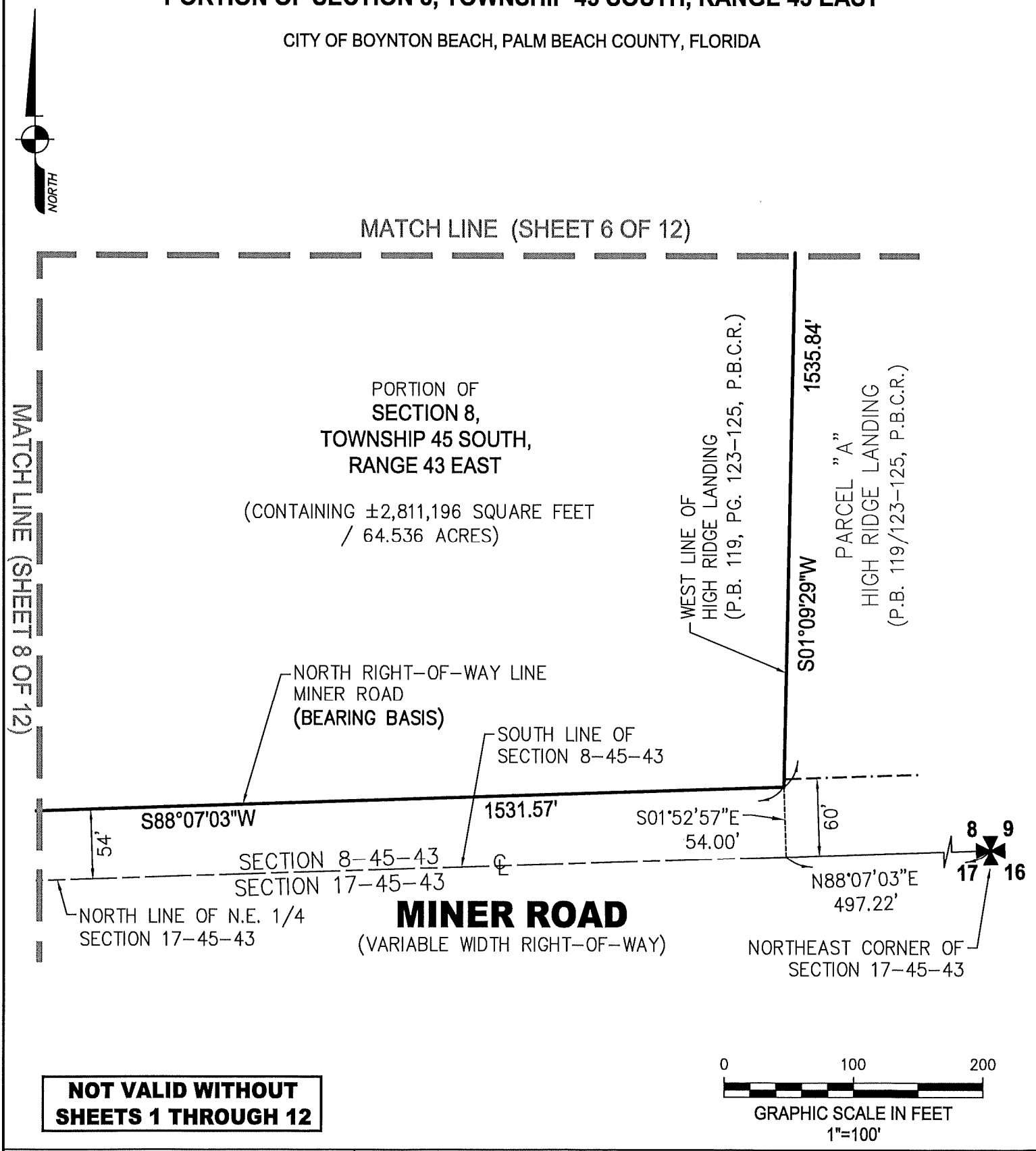
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SKETCH & DESCRIPTION

PORTION OF SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST

CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA



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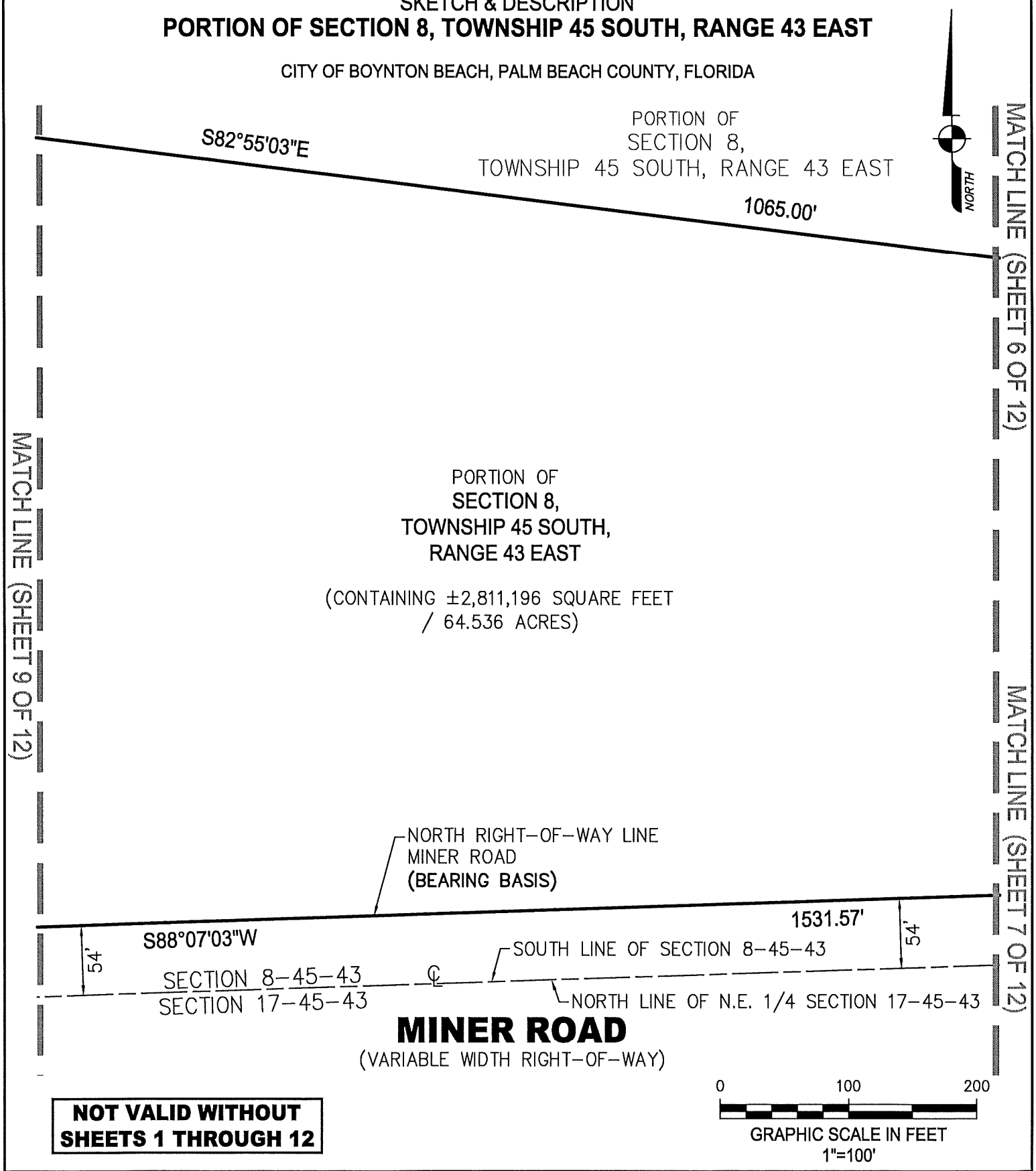
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SKETCH & DESCRIPTION

PORTION OF SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST

CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA



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SCALE:	1" = 100'
DATE:	10/16/2025
BY:	S.K.
CHECKED:	J.T.D.
F.B. ---	PG. ---
SHEET:	8 OF 12

SKETCH & DESCRIPTION

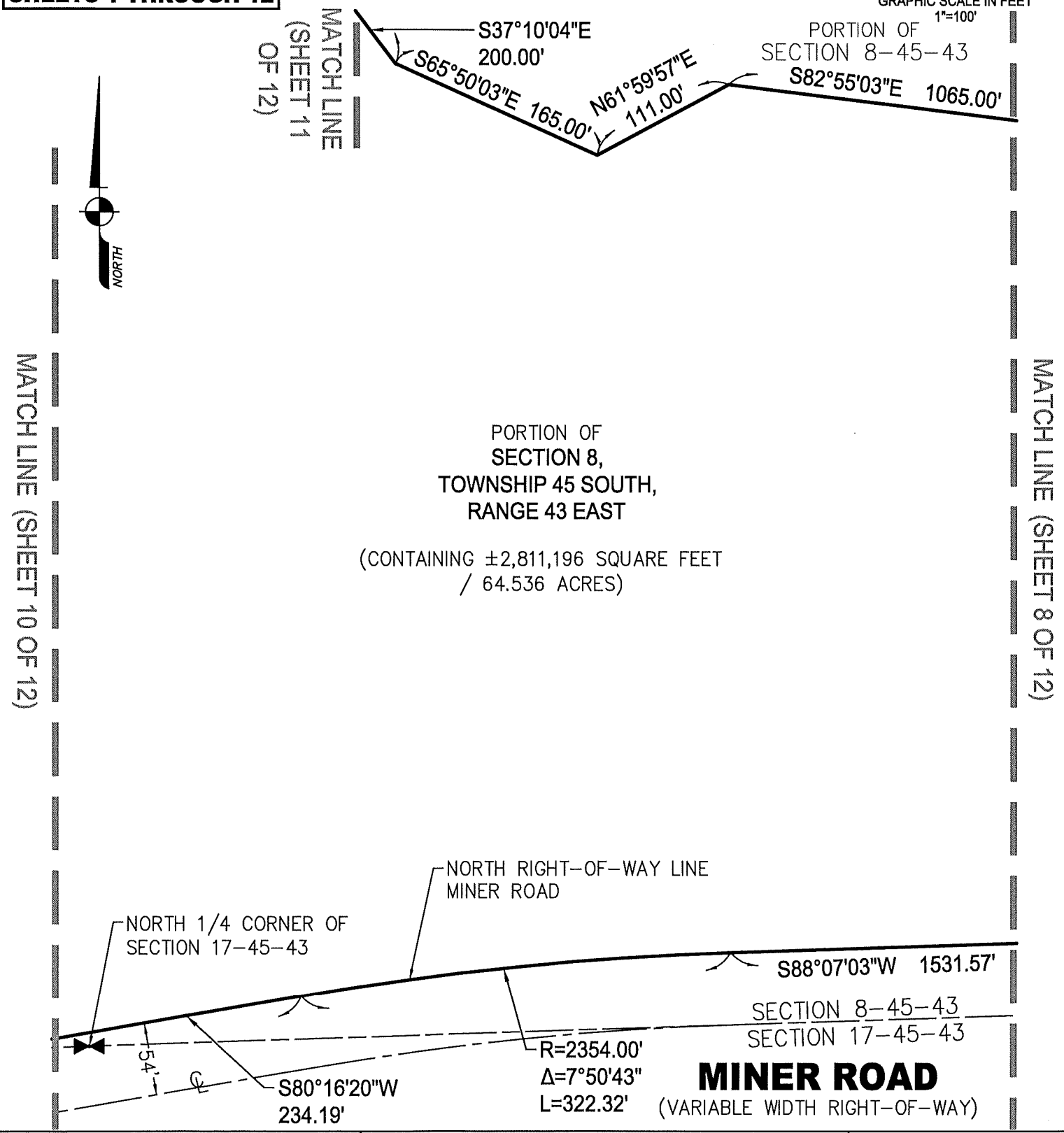
PORTION OF SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST

NOT VALID WITHOUT SHEETS 1 THROUGH 12

CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA

0 100 200

GRAPHIC SCALE IN FEET
1"=100'



REVISIONS

AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
(561) 392-2594 / www.AVIROMSURVEY.com

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DATE:	10/16/2025
BY:	S.K.
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F.B. ---	PG. ---
SHEET:	9 OF 12

SKETCH & DESCRIPTION

PORTION OF SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST

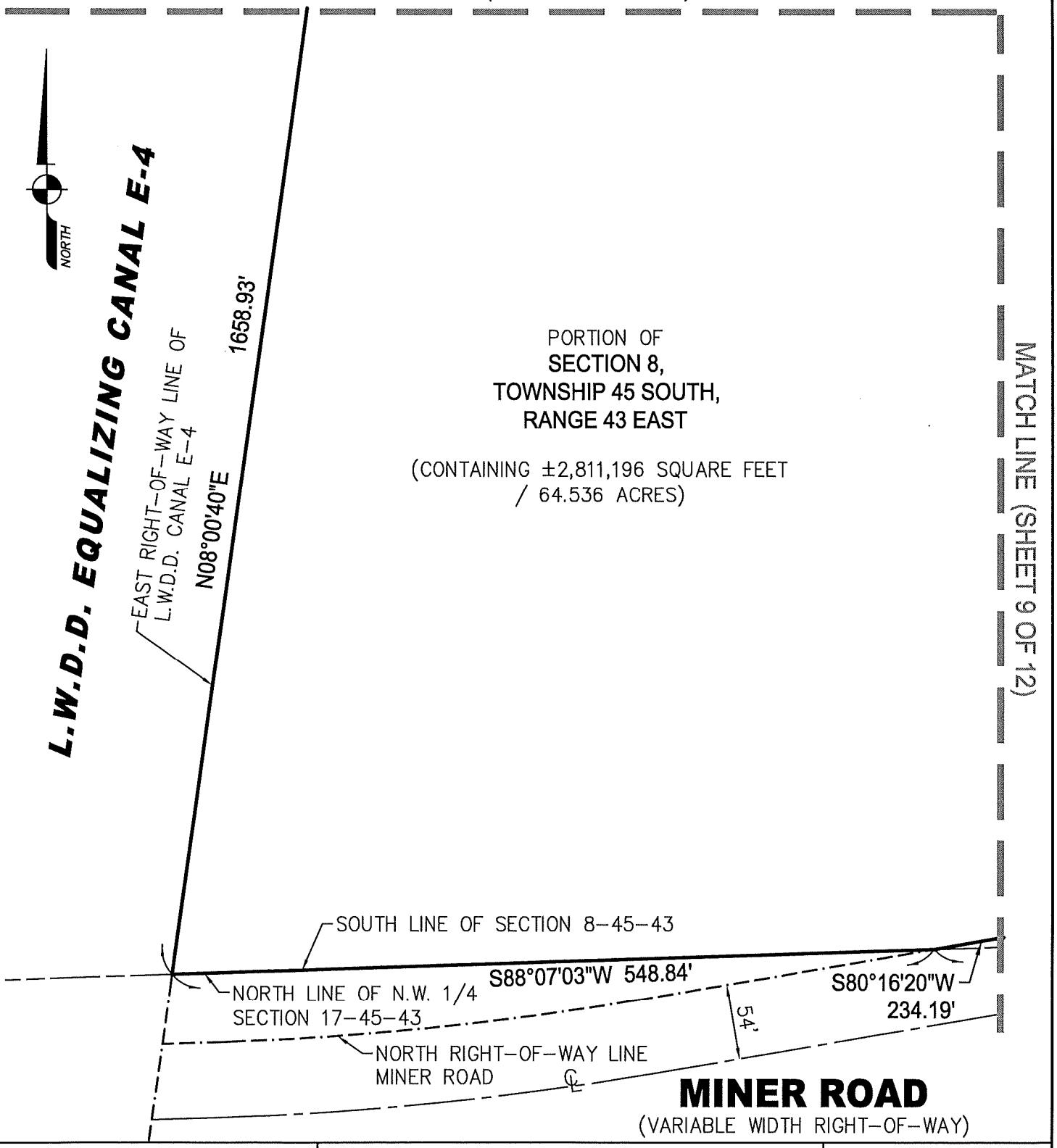
NOT VALID WITHOUT SHEETS 1 THROUGH 12

CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA

0 100 200

GRAPHIC SCALE IN FEET
1"=100'

MATCH LINE (SHEET 11 OF 12)



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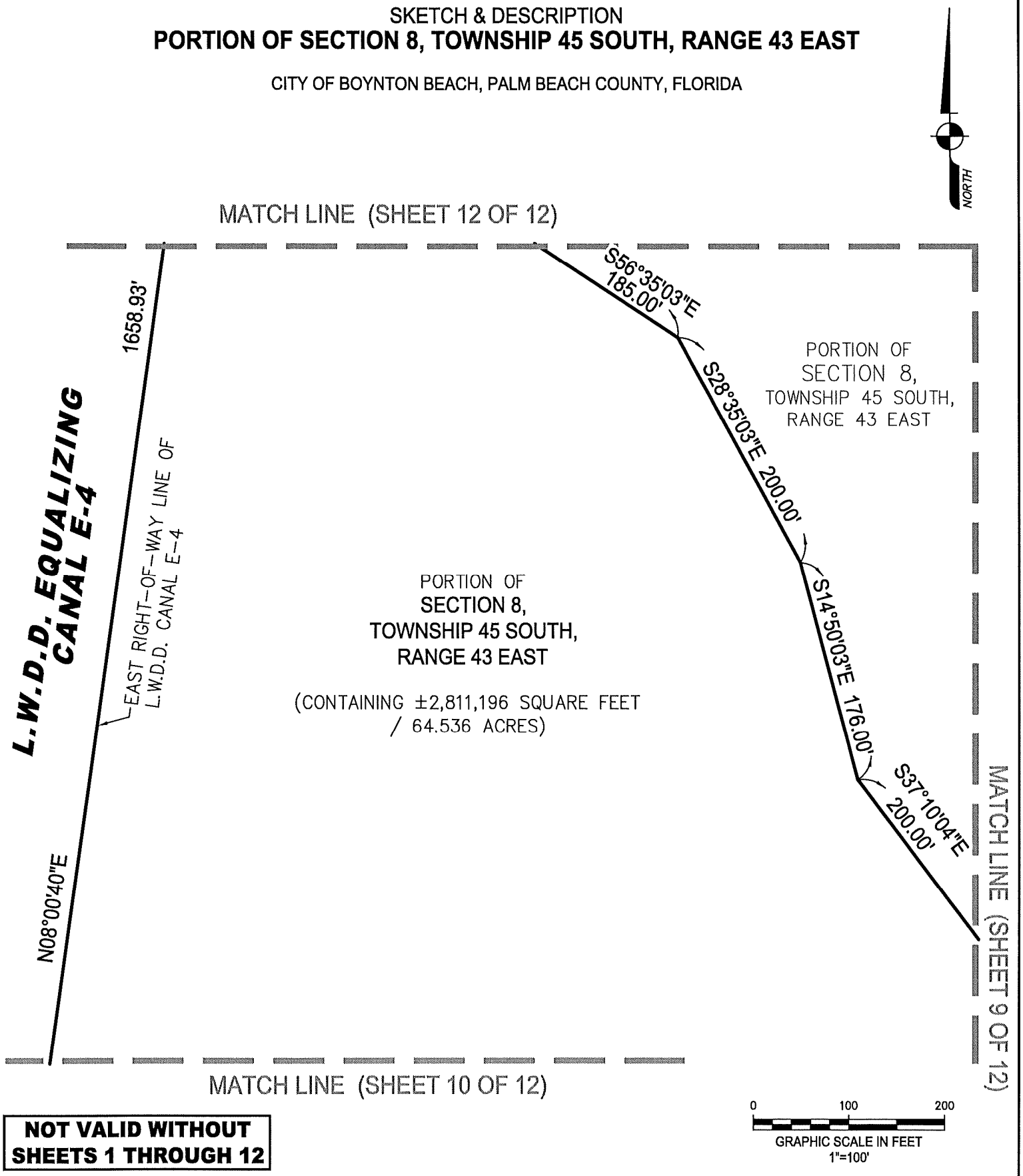
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F.B. ---	PG. ---
SHEET:	10 OF 12

SKETCH & DESCRIPTION

PORTION OF SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST

CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA



NOT VALID WITHOUT SHEETS 1 THROUGH 12

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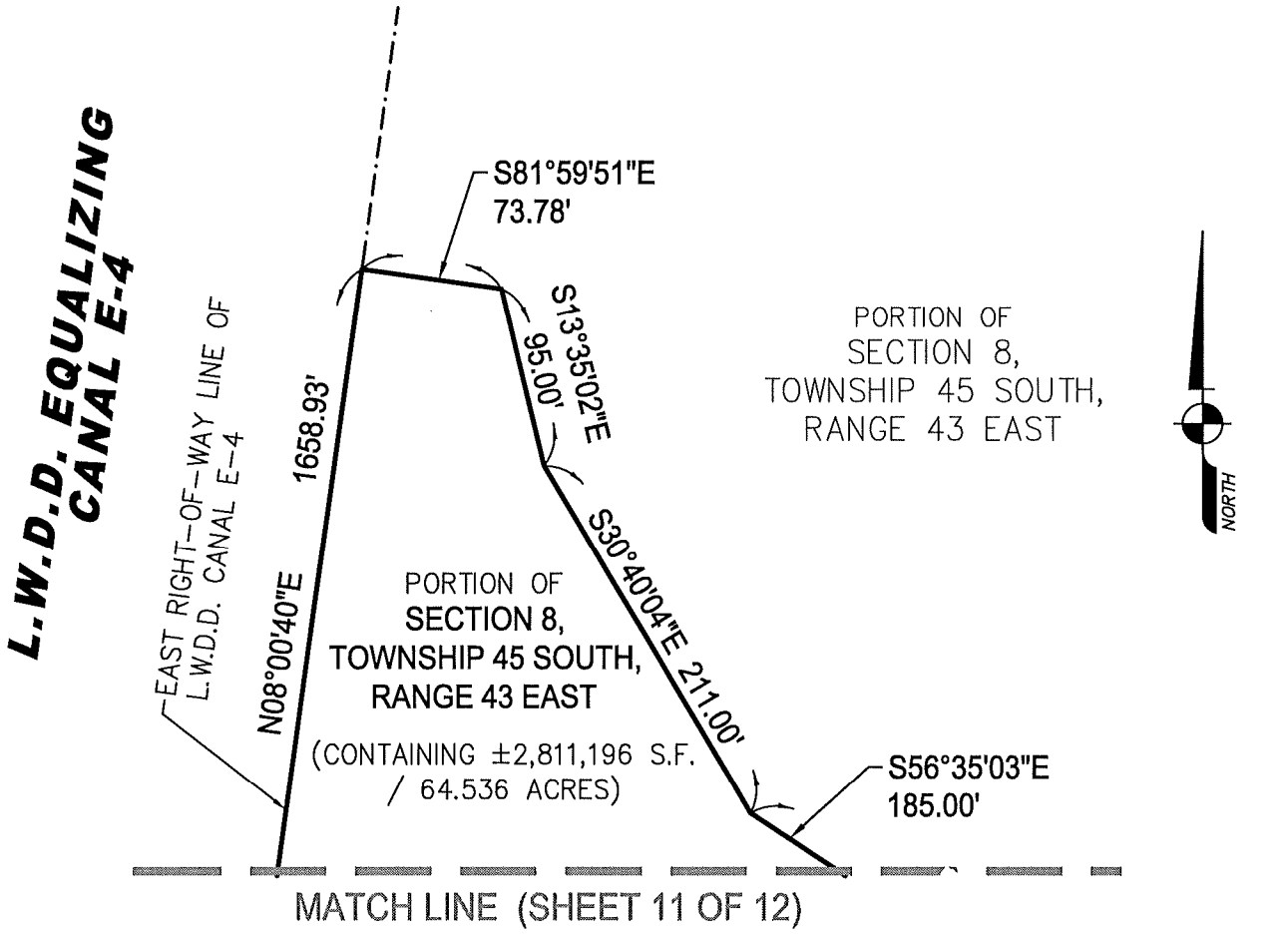
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CHECKED:	J.T.D.
F.B. ---	PG. ---
SHEET:	11 OF 12

SKETCH & DESCRIPTION

PORTION OF SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST

CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA



NOT VALID WITHOUT SHEETS 1 THROUGH 12

0 100 200

GRAPHIC SCALE IN FEET
1"=100'

REVISIONS

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SURVEYING & MAPPING
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F.B. ---	PG. ---
SHEET:	12 OF 12

Existing Future Land Use Map

HYPOLUXO RD, FL 33426

Zoning | Property Details | Use(s) | Layers

ZONING & FUTURE LAND USE

Zoning:	R1AA
Existing Land Use:	Commercial
Future Land Use:	LDR
Allowed Use(s):	View Detailed Uses

ADDITIONAL ZONES

FEMA Flood Zone:	AE 0.2 Percent Annual Chance Flood Hazard
Base Flood Elevation:	9

ADDITIONAL REGULATIONS

- Fences, Decks, Porches, Pools, Sheds, etc.
- Mobility Fee Assessment Area
- Rear setback reduction for a single-story building
- Setbacks may be reduced on corner lots
- This property abuts water, special setbacks may apply

BUILDING & SITE REGULATIONS

Maximum Lot Coverage:	45%
Residential Density:	5.50 Du / Acre
Maximum Building Height:	N/A
Floor Area Ratio:	N/A
Maximum Built Area Allowed:	3,531,070 ft²
Maximum Building Footprint:	1,177,023 ft²
Minimum Open Space:	0%
Maximum Residential Area Allowed:	621,918 ft²
Maximum Residential Units Allowed:	330

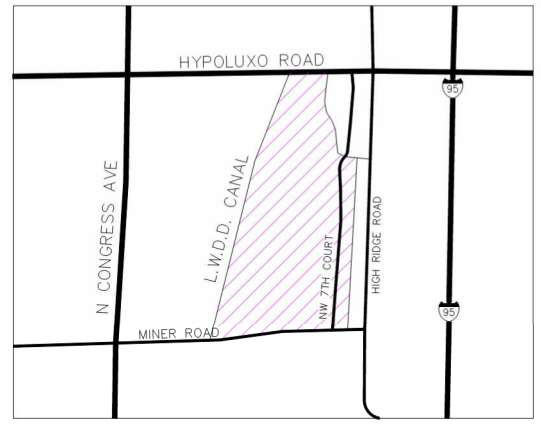
MINIMUM SETBACKS

Front:	25.00 ft
Interior Side:	10.00 ft
Rear:	20.00 ft



Proposed Land Use Map





LOCATION MAP
NTS

NORTH

LEGAL DESCRIPTION
HIGH RIDGE COUNTRY CLUB ALL OF PLAT (LESS HYPOLUXO RD R/W)

LEGEND:

PROPOSED FUTURE LAND USE: R (RECREATIONAL)

PROPOSED FUTURE LAND USE MAP

This document has been digitally signed and sealed by Blake M. Kidwell on 03/12/2025.

Printed copies of this document are not considered signed and sealed.

FLYNN ENGINEERING
241 COMMERCIAL BLVD., LAUDERDALE-BY-THE-SEA, FL 33308
PHONE (954) 522-1004 | WWW.FLYNNENGINEERING.COM
EB# 6578

Sheet Title: PROPOSED FUTURE LAND USE MAP

Job Title: HIGH RIDGE COUNTRY CLUB
COMPREHENSIVE PLAN AMENDMENT
(FUTURE LAND USE MAP)
2400 HYPOLUXO ROAD,
BOYNTON BEACH, FLORIDA 33462

NORTH

Revisions

1	
2	
3	
4	
5	
6	
7	
8	

Phase:
DRC
DOCUMENTS

BLAKE M. KIDWELL LICENSE No 91488 STATE OF FLORIDA PROFESSIONAL ENGINEER

Scale: 1"=180'	Date 03/12/25
Job No. 24-1833.00	Plot Date 03/12/25
Drawn by JMG	Sheet No. X2
Proj. Mgr. DRS	
Appr. by DRS	1 of 1

PROJECT:

HIGH RIDGE COUNTRY CLUB COMPREHENSIVE PLAN AMENDMENT (FUTURE LAND USE MAP)

2400 Hypoluxo Road, Boynton Beach, FL

OWNER:

High Ridge Country Club, Inc.

LEGAL DESCRIPTION

HIGH RIDGE COUNTRY CLUB ALL OF PLAT (LESS HYPOLUXO RD R/W)

SEE SURVEY FOR LAND DESCRIPTION

PROJECT DETAILS

PARCEL CONTROL NUMBER:
08-43-45-08-00-000-10000

PROPERTY USE CODE: 3800-GOLF COURSE

MUNICIPALITY: BOYNTON BEACH
BOOK/PAGE: 05198/01395

DRC SHEET INDEX

	COVER SHEET
	SURVEY
	PLAT
C0	CONTEXT MAP
X1	EXISTING FUTURE LAND USE MAP
X2	PROPOSED FUTURE LAND USE MAP

PROJECT TEAM

OWNER

HIGH RIDGE COUNTRY CLUB, INC.
2400 Hypoluxo Road
Lantana, FL
564.586.3333

CIVIL ENGINEER/ LAND PLANNER

FLYNN ENGINEERING SERVICES, PA
241 Commercial Blvd., LBTS, FL
954.522.1004

PROJECT TEAM

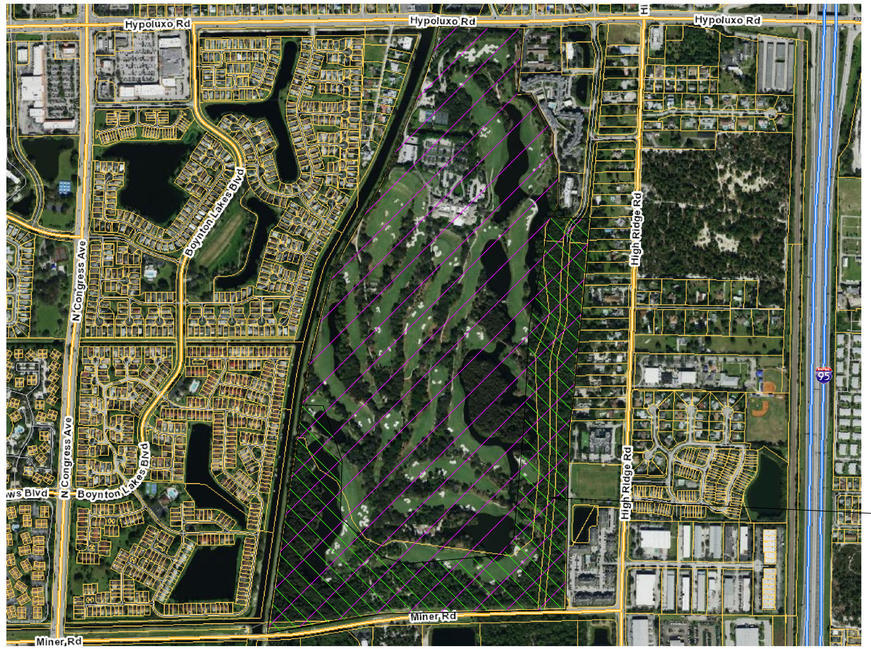
AT&T
321 SE 2nd Street,
Delray Beach, FL 33483
g44488@ATT.COM

CITY OF BOYNTON BEACH
UTILITIES DEPARTMENT
124 E Woolbright Rd,
Boynton Beach, FL 33426
easementconsent@bbfl.us

COMCAST
3960 RCA Blvd, Suite 6002,
Palm Beach Gardens, FL 33410
daniel_tiburcio2@comcast.com

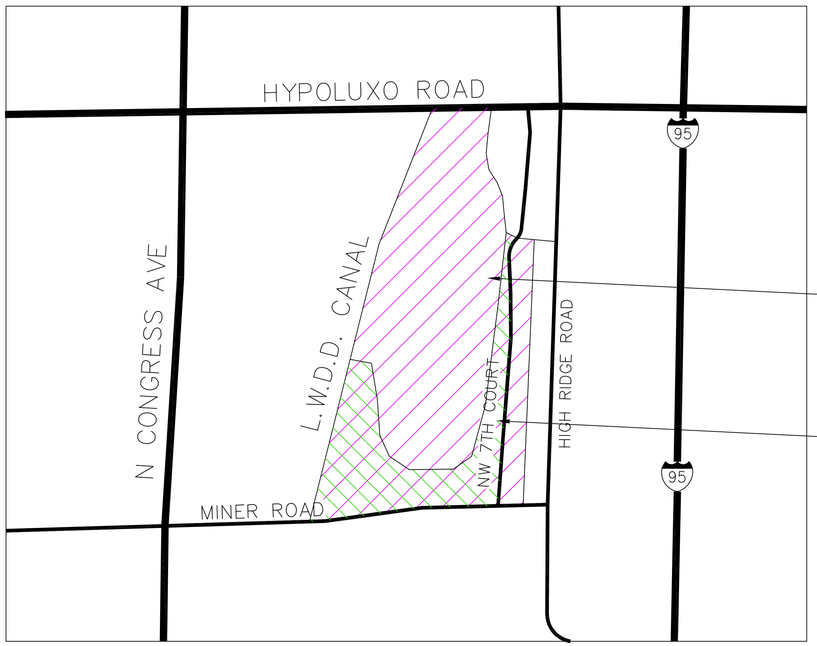
FLORIDA PUBLIC UTILITES
P.O. Box 3395,
West Palm Beach, FL 33402
engineering-wpb@fpuc.com

FP&L
9329 S Military Trail,
Boynton Beach, FL 33436
DCP-Group.SharedMailbox@nextenergy.com



AERIAL MAP
N.T.S

NORTH



LOCATION SKETCH
N.T.S

43T-45R-08S

NORTH

FLYNN ENGINEERING
241 COMMERCIAL BLVD., LAUDERDALE-BY-THE-SEA, FL 33308
PHONE:(954) 522-1004 | WWW.FLYNNENGINEERING.COM
EB# 6578

SCALE:	PROJ PLNR:	PROJ ENGR:
AS SHOWN	JMG	DRS
JOB NO:	PLOT DATE:	APPR. BY:
24-1833.00	03/10/2025	DRS

NORTH

BOUNDARY SURVEY
HIGH RIDGE COUNTRY CLUB

DESCRIPTION

PARCEL 1:

A TRACT OF LAND IN SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING AND BEING IN SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCING AT THE N.E. CORNER OF SAID SECTION 8, THENCE S 88° 35' 54" W ALONG THE NORTH LINE OF SAID SECTION 8 A DISTANCE OF 1062.00 FEET.

THENCE S 05° 01' 35" W A DISTANCE OF 64.24 FEET TO THE NORTHWEST CORNER OF STANFORD PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 67, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA , AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THE NEXT 8 COURSES ARE ALONG THE WEST LINE OF SAID STANFORD PARK AND COTERMINOUS WITH THE EAST LINE OF HIGH RIDGE COUNTRY CLUB ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 39, PAGE137, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

1.THENCE S 05° 01' 35" W A DISTANCE OF 595.77 FEET ;

2.THENCE N 88° 35' 54" E A DISTANCE OF 120.73 FEET;

3.THENCE S 29° 27' 57" E A DISTANCE OF 420.16 FEET;

4.THENCE S 03° 25' 08" W A DISTANCE OF 138.00 FEET;

5.THENCE S 21° 12' 17" E A DISTANCE OF 132.00 FEET;

6.THENCE S 00° 35' 52" W A DISTANCE OF 345.42 FEET;

7.THENCE S 28° 12' 41" W A DISTANCE OF 231.32 FEET;

8.THENCE S 02° 31' 55" W A DISTANCE OF 121.78 FEET;

THENCE S 86° 34' 52" E ALONG THE SOUTH LINE OF SAID STANFORD PARK A DISTANCE OF 384.32 FEET;

THENCE S 05° 01' 45" W ALONG THE WEST LINE OF HIGH RIDGE SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 22, PAGE 6, PUBLIC RECORDS OF PALM COUNTY, FLORIDA, A DISTANCE OF 1708.64 FEET;

THENCE CONTINUE ALONG SAID WEST LINE S 01° 09' 29" W A DISTANCE OF 1535.84 FEET;

THENCE S 88° 07' 03" W ALONG A LINE 54.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 8, SAID LINE ALSO BEING THE NORTH RIGHT OF WAY LINE OF MINER ROAD AS DESCRIBED IN OFFICIAL RECORD BOOK 4431, PAGE 492, AND OFFICIAL RECORD BOOK 5410, PAGE 1464,A DISTANCE OF 1531.54 FEET;

THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2354.00 FEET AND A CENTRAL ANGLE OF 07° 50' 43" FOR AN ARC LENGTH OF 322.32 FEET, SAID CURVE HAVING A CHORD BEARING OF S 84° 11' 42" W A DISTANCE OF 322.07 FEET;

THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY S 80° 16' 20" W A DISTANCE OF 234.19 FEET;

THENCE S 88° 07' 05" W ALONG THE SAID SOUTH LINE OF SECTION 8, A DISTANCE OF 547.87 FEET;
THE NEXT 7 COURSES ARE ALONG THE WEST LINE OF THE LAKE WORTH DRAINAGE DISTRICT CANAL E-4 PER OFFICIAL RECORD BOOK 3168, PAGE 850, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

1.THENCE N 08° 00' 41" E A DISTANCE OF 2067.55 FEET;

2.THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4349.42 FEET AND A CENTRAL ANGLE OF 06° 39' 36" FOR AN ARC LENGTH OF 505.57 FEET, SAID CURVE HAVING A CHORD BEARING OF N 11° 20' 29" E A DISTANCE OF 505.29 FEET;

3.THENCE N 14° 40' 17" E A DISTANCE OF 549.27 FEET;

4.THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 481.64 FEET AND A CENTRAL ANGLE OF 14° 23' 39" FOR AN ARC LENGTH OF 121.00 FEET, SAID CURVE HAVING A CHORD BEARING OF N 21° 52' 07" E A DISTANCE OF 120.68 FEET;

5.THENCE N 29° 03' 56" E A DISTANCE OF 848.29 FEET;

6.THENCE N 21° 34' 01" E A DISTANCE OF1069.83 FEET ;

7.THENCE N 13° 54' 03" E A DISTANCE OF 380.34 FEET ;

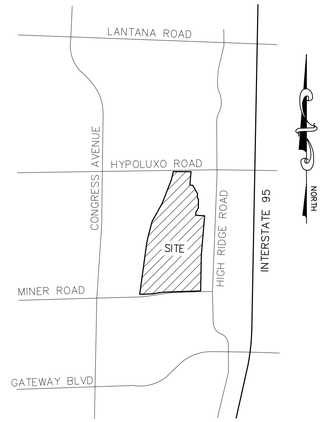
THENCE S 88° 30' 00" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF HYPOLUXO ROAD PER OFFICIAL RECORD BOOK 5643, PAGE 1607, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 275.52 FEET ;

THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5781.58 FEET AND A CENTRAL ANGLE OF 02° 54' 06" FOR AN ARC LENGTH OF 292.80 FEET, SAID CURVE HAVING A CHORD BEARING OF S 89° 57' 03" E A DISTANCE OF 292.77 FEET;

THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY N 88° 35' 54" E A DISTANCE OF 193.91 FEET, TO THE POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM N.W. 7TH COURT AS SUCH WAS GRANTED TO THE CITY OF BOYNTON BEACH, FLORIDA, PER OFFICIAL RECORD BOOK 4020, PAGE 1476, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THE AREA BEING 10213238.1 SQ.FT. OR 234.464 ACRES.



LOCATION MAP
(NOT TO SCALE)

NOTES
COORDINATES, BEARINGS AND DISTANCES

COORDINATES SHOWN ARE GRID
DATUM = NAD 83 (90/98 ADJUSTMENT)
ZONE = FLORIDA EAST
LINEAR UNIT = US SURVEY FEET
COORDINATE SYSTEM 1983 STATE PLANE
TRANSVERSE MERCATOR PROJECTION
ALL DISTANCES ARE GROUND
SCALE FACTOR = 1.0000044382
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
BEARINGS AS SHOWN HEREON ARE GRID DATUM,
NAD 83 (90/98 ADJUSTMENT), FLORIDA EAST ZONE.

NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO THE THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83, 1990 ADJUSTMENT.
4. BEARING AND DISTANCES ARE RECORD, UNLESS SHOWN OTHER WISE.
5. SUBJECT PROPERTY FALLS WITHIN ZONE "A5, ZONE B , ZONE C" ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM), IDENTIFIED AS COMMUNITY PANEL NUMBER 1201960004C AND 1201960005C , EFFECTIVE DATE: 09/30/1982 . .
6. MATTERS CONTAINED IN SCHEDULE B-SECTION II EXCEPTIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, CUSTOMER REFERENCE NO.: 54189-0001 / FIRST AMERICAN FILE NUMBER. :1062-3816299 EFFECTIVE DATE: JULY10, 2017 @ 8:00 A.M.
7. ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)
8. DATUM CONVERSION NOTE:
NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29) - 1.542' = NAVD88 (PER U.S. ARMY CORPS OF ENGINEERS CORPSCON v6.0.1)
9. BENCHMARK ORIGIN DESCRIPTION: PALM BEACH COUNTY BENCHMARK "TWINS". ELEVATION = 16.051' (NGVD29) - 1.542' = 14.509' (NAVD88)
10. THE "DESCRIPTION" SHOWN HEREON IS IN ACCORD WITH THE DESCRIPTION PROVIDED BY THE CLIENT.
11. OBSERVED EVIDENCE OF CURRENT OR RECENT EARTH MOVING WORK
12. NO OBSERVED EVIDENCE OF CURRENT OR RECENT BUILDING CONSTRUCTION OR BUILDING ADDITIONS ON THE SITE.
13. NO OBSERVED EVIDENCE OF ANY WETLANDS ON THE SITE.
14. NO OBSERVED EVIDENCE OF BURIAL GROUNDS.
15. NO OBSERVED EVIDENCE OF RESIDENTIAL USE.
16. OBSERVED EVIDENCE OF STORAGE TANKS.
17. NO OBSERVED EVIDENCE OF CHANGES IN STREET RIGHT OF WAY LINES OR OF CURRENT OR RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS ON THE SITE.
18. UNDERGROUND FOUNDATIONS WERE NOT LOCATED.
19. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
20. GEOREFERENCED AERIAL PHOTOGRAPHY PROVIDED BY PALM BEACH COUNTY, FLIGHT DATE 2015.

SCHEDULE BII COMMITMENT FOR TITLE INSURANCE

ISSUED BY: FIRST AMERICAN TITLE INSURANCE COMPANY

5011612 - 1062-3816299

CUSTOMER REFERENCE NUMBER: 54189-0001
FIRST AMERICAN NUMBER: 1062-3816299

PART II
SCHEDULE B OF THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING MATTERS UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY:

1. DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS, IF ANY, CREATED, FIRST APPEARING IN THE PUBLIC RECORDS OR ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE BUT PRIOR TO THE DATE THE PROPOSED INSURED ACQUIRES FOR VALUE OF RECORD THE ESTATE OR INTEREST OR MORTGAGE THEREON COVERED BY THIS COMMITMENT.

2. ANY RIGHTS, INTERESTS, OR CLAIMS OF PARTIES IN POSSESSION OF THE LAND NOT SHOWN BY THE PUBLIC RECORDS.

3. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.

4. ANY LIEN, FOR SERVICES, LABOR, OR MATERIALS IN CONNECTION WITH IMPROVEMENTS, REPAIRS OR RENOVATIONS PROVIDED BEFORE, ON, OR AFTER DATE OF POLICY, NOT SHOWN BY THE PUBLIC RECORDS.

5. ANY DISPUTE AS TO THE BOUNDARIES CAUSED BY A CHANGE IN THE LOCATION OF ANY WATER BODY WITHIN OR ADJACENT TO THE LAND PRIOR TO DATE OF POLICY, AND ANY ADVERSE CLAIM TO ALL OR PART OF THE LAND THAT IS, AT DATE OF POLICY, OR WAS PREVIOUSLY UNDER WATER.

6. TAXES OR SPECIAL ASSESSMENTS NOT SHOWN AS LIENS IN THE PUBLIC RECORDS OR IN THE RECORDS OF THE LOCAL TAX COLLECTING AUTHORITY, AT DATE OF POLICY.

7. ANY MINERALS OR MINERAL RIGHTS LEASED, GRANTED OR RETAINED BY CURRENT OR PRIOR OWNERS.

8. TAXES AND ASSESSMENTS FOR THE YEAR 2017 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE.

NOTES FOR STANDARD EXCEPTIONS: STANDARD EXCEPTIONS FOR PARTIES IN POSSESSION, FOR MECHANICS LIENS, AND FOR TAXES OR SPECIAL ASSESSMENTS NOT SHOWN AS LIENS IN THE PUBLIC RECORDS SHALL BE DELETED UPON RECEIPT OF AN ACCEPTABLE NON-LIEN AND POSSESSION AFFIDAVIT ESTABLISHING WHO IS IN POSSESSION OF THE LANDS, THAT THERE ARE NO LIENS OR ENCUMBRANCES UPON THE LANDS OTHER THAN AS SET FORTH IN THE COMMITMENT, THAT NO IMPROVEMENTS TO THE LANDS HAVE BEEN MADE WITHIN THE PAST 90 DAYS OR ARE CONTEMPLATED TO BE MADE BEFORE CLOSING THAT WILL NOT BE PAID IN FULL, AND THAT THERE ARE NO UNRECORDED TAXES OR ASSESSMENTS THAT ARE NOT SHOWN AS EXISTING LIENS IN THE PUBLIC RECORDS. ANY POLICIES ISSUED HEREUNDER MAY BE SUBJECT TO A SPECIAL EXCEPTION FOR MATTERS DISCLOSED BY SAID AFFIDAVIT.

STANDARD EXCEPTION(S) FOR QUESTIONS OF SURVEY MAY BE DELETED UPON RECEIPT AND REVIEW OF A PROPERLY CERTIFIED SURVEY MEETING THE FLORIDA MINIMUM TECHNICAL STANDARDS FOR ALL LAND SURVEYS DATED NO MORE THAN 90 DAYS PRIOR TO CLOSING OR SUCH OTHER PROOF AS MAY BE ACCEPTABLE TO THE COMPANY. ANY POLICIES ISSUED HEREUNDER MAY BE SUBJECT TO A SPECIAL EXCEPTION FOR MATTERS DISCLOSED BY SAID SURVEY OR PROOF.

9. RESERVATIONS IN FAVOR OF THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, IN DEED RECORDED NOVEMBER 14, 1949 IN DEED BOOK 891, PAGE 172, WHICH WERE PARTIALLY RELEASED IN OFFICIAL RECORDS BOOK 89, PAGE 120.
(AFFECTS PROPERTY NOT ABLE TO PLOT)

10. RESERVATIONS IN FAVOR OF THE TRUSTEES OF THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA, CONTAINED IN DEED RECORDED IN DEED BOOK 1042, PAGE 119.
(AFFECTS PROPERTY NOT ABLE TO PLOT)

11. RIGHTS OF WAY OF THE LAKE WORTH DRAINAGE DISTRICT RECORDED IN DEED BOOK 901, PAGE 848.
(AFFECTS PROPERTY NOT ABLE TO PLOT)

12. RIGHTS OF WAY OF THE LAKE WORTH DRAINAGE DISTRICT RECORDED IN DEED BOOK 803, PAGE 579.
(AFFECTS PROPERTY NOT ABLE TO PLOT)

13. EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED IN OFFICIAL RECORDS BOOK 649, PAGE 434, AFFECTED BY PARTIAL RELEASE RECORDED IN OFFICIAL RECORDS BOOK 7301, PAGE 1495 AND PARTIAL RELEASE RECORDED IN OFFICIAL RECORDS BOOK 7315, PAGE 1411.
(AFFECTS PROPERTY NOT ABLE TO PLOT)

14. EASEMENT IN FAVOR OF LAKE WORTH DRAINAGE DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 3135, PAGE 723.
(AFFECTS PROPERTY SHOWN HEREON)

15. RESOLUTION OF THE LAKE WORTH DRAINAGE DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 3168, PAGE 591.
(AFFECTS PROPERTY SHOWN HEREON)

16. EASEMENT IN FAVOR OF THE LAKE WORTH DRAINAGE DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 3168, PAGE 850.
(AFFECTS PROPERTY SHOWN HEREON)

17. EASEMENT DEED IN FAVOR OF THE CITY OF BOYNTON BEACH RECORDED IN OFFICIAL RECORDS BOOK 3456, PAGE 692.
(AFFECTS PROPERTY SHOWN HEREON)

18. EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED IN OFFICIAL RECORDS BOOK 3875, PAGE 1647.
(AFFECTS PROPERTY SHOWN HEREON)

19. EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED IN OFFICIAL RECORDS BOOK 3898, PAGE 885, AFFECTED BY PARTIAL RELEASE OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 6181, PAGE 1524.
(AFFECTS PROPERTY NOT ABLE TO PLOT)

20. GRANT OF EASEMENT IN FAVOR OF THE CITY OF BOYNTON BEACH RECORDED IN OFFICIAL RECORDS BOOK 4947, PAGE 378, AFFECTED BY SUBORDINATION RECORDED IN OFFICIAL RECORDS BOOK 5801, PAGE 1444.
(AFFECTS PROPERTY SHOWN HEREON)

21. EASEMENT GRANT IN FOAVR OF PERRY CABLE TV CORP., A FLORIDA CORPORATION RECORDED IN OFFICIAL RECORDS BOOK 5110, PAGE 924.
(AFFECTS PROPERTY SHOWN HEREON)

22. EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED IN OFFICIAL RECORDS BOOK 6132, PAGE 289.
(AFFECTS PROPERTY SHOWN HEREON)

23. REMOVAL AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 9305, PAGE 1015.
(AFFECTS PROPERTY NOT ABLE TO PLOT)

24. NOTICE OF ENVIRONMENTAL RESOURCE OR SURFACE WATER MANAGEMENT PERMIT RECORDED IN OFFICIAL RECORDS BOOK 23863, PAGE 1441.
(AFFECTS PROPERTY NOT ABLE TO PLOT)

25. EASEMENTS AND OTHER MATTERS SHOWN ON THE PLAT OF HIGH RIDGE COUNTRY CLUB, AS RECORDED IN PLAT BOOK 39, PAGE 137, AFFECTED BY PARTIAL RELEASE OF EASEMENT BY FLORIDA POWER & LIGHT COMPANY RECORDED IN OFFICIAL RECORDS BOOK 6181, PAGE 1525.
(AFFECTS PROPERTY NOT ABLE TO PLOT)

26. RIPARIAN RIGHTS ARE NEITHER GUARANTEED NOR INSURED.

CERTIFICATE:

THE UNDERSIGNED, BEING A REGISTERED SURVEYOR OF THE STATE OF FLORIDA CERTIFIES TO BANK OF AMERICA, N.A., ITS SUCCESSORS AND/OR ASSIGNS AS THEIR INTERESTS MAY APPEAR AS DEFINED IN THE CONDITIONS OF THIS POLICY, HIGH RIDGE COUNTRY CLUB, INC., A FLORIDA CORPORATION NOT FOR PROFIT, FIRST AMERICAN TITLE INSURANCE COMPANY, THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY THE AMERICAN LAND TITLE ASSOCIATION (ALTA) AND NATIONAL SOCIETY OF PROFESSIONAL SURVEYS (NSPS) AND INCLUDES ITEMS 1 THROUGH 4, 7(a), 11, 13, 14, AND 16 THROUGH 20 ($2,000,000), ALL INCLUSIVE, OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON JUNE 23, 2017.

DATE OF SURVEY: AUGUST 18, 2017

_____
DAVID P. LINDLEY, P.L.S.
REG. LAND SURVEYOR #5005
STATE OF FLORIDA - LB #3591

ALTA/NSPS LAND TITLE SURVEY

BY	DATE	REVISIONS
		FILE NAME 7907 SUR

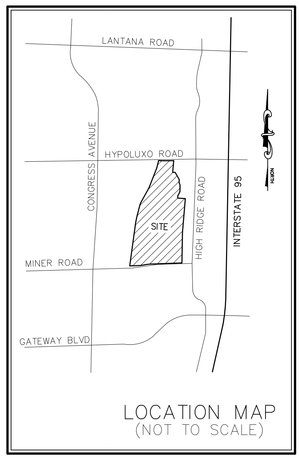
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

HIGH RIDGE COUNTRY CLUB
ALTA/NSPS LAND TITLE SURVEY

DATE	7-31-17
DRAWN BY	RW/AC
F.B./ PG.	NA
SCALE	AS SHOWN

JOB # 7907
SHT.NO. 1
OF 6 SHEETS

ALTA/NSPS LAND TITLE SURVEY



LOCATION MAP
(NOT TO SCALE)

GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)
1 INCH = 200 FT.

NORTH

LEGEND

A/C – AIR CONDITIONER
ARC – ARC LENGTH
ALUM. – ALUMINUM
B.E. – BUFFER EASEMENT
C.B. – CHORD BEARING
CLF – CHAIN LINK FENCE
CONC. – CONCRETE
COV. COVERED
D.E. – DRAINAGE EASEMENT
ELEC. – ELECTRIC
ELEV. – ELEVATION
EQUIP. – EQUIPMENT
ESMT. – EASEMENT
EXIST. – EXISTING
F.P.L.–FLORIDA POWER & LIGHT
FIN. – FINISHED
FLR. – FLOOR
FND. – FOUND
I.R./CAP – IRON ROD & CAP
I.E.E. – INGRESS–EGRESS EASEMENT
IRR. – IRRIGATION
L.C. – LENGTH OF CHORD
O/S – BUILDING OFFSET
O.R.B. – OFFICIAL RECORD BOOK
P.B. – PLAT BOOK
P.B.C.R. – PALM BEACH COUNTY RECORD
P.O.B. – POINT OF BEGINNING
P.O.C.– POINT OF COMMENCEMENT
PGS. – PAGE(S)
P.R.M.–PERMANENT REFERENCE MONUMENT
Q.P.B.B.3 – QUANTUM PARK AT BOYNTON BEACH P.I.D. PLAT NO. 3
R – RADIUS
R/W – RIGHT–OF–WAY
RGE. – RANGE
SEC. – SECTION
Δ – DELTA (CENTRAL ANGLE)
SQ. FT. – SQUARE FEET
T – TANGENT LENGTH
TWP. – TOWNSHIP
TYP. – TYPICAL
U.E. – UTILITY EASEMENT
℄ – CENTER LINE

CB=N11°20'29"E
LC=505.29'
R=4349.42'
A=505.57'
Δ=6°39'36"

CB=N21°52'07"E
LC=120.68'
R=481.64'
A=121.00'
Δ=14°23'39"

CB=S84°11'42"W
LC=322.07'
R=2354.00'
A=322.32'
Δ=7°50'43"

CB=S89°57'03"E
LC=292.77'
R=5781.58'
A=292.80'
Δ=2°54'06"

POC
N.E. CORNER OF SEC. 8–45S–43E
PER P.B.C PUBLISHED COORDINATES

POB
N.W. CORNER OF STANFORD PARK P.B. 46, PG. 67
SET I.R./CAP #3591

N88°35'54"E 193.91'

CENTERLINE HYPOLUXO ROAD PER PALM BEACH COUNTY, FLORIDA RIGHT OF WAY MAP NO. 3–80–631R/W

S. R/W OF HYPOLUXO ROAD

S88°30'00"E 275.52'

ADDITIONAL R/W (ORB 5643, PG. 1607)

SET N/D #3591

ADDITIONAL R/W (ORB 5596, PG. 644)

S. LINE OF SEC. 8–45S–43E

S88°35'54"W 1052.00'

S05°01'35"W 64.24'

N1°54'03"E 380.34'

N21°34'01"E 1069.83'

N29°03'56"E 848.29'

N14°40'17"E 549.27'

N8°00'41"E 2067.55'

S01°35'W 595.77'

S27°17'57"E 420.16'

S3°25'08"W 138.00'

S21°12'17"E 132.00'

S03°35'52"W 345.42'

S28°12'41"W 231.32'

S2°31'55"W 121.78'

S86°34'52"E 384.32'

S01°45'W 1708.64'

S1°09'29"W 1535.84'

S04°52'54"E 839.03'

S88°07'03"W 1531.54'

S88°07'05"W 547.87'

S80°16'20"W 234.19'

N88°35'54"E 120.73'

ORB. 4947, PG. 378
ORB. 5110, PG. 924

12' U.E.
15' U.E. PB. 39, PG. 137
10' FPL ESMT. ORB. 5875, PG. 1647
60' I.E.E. PB. 39, PG. 137
20' I.E.E. U.E. & D.E. PB. 46, PG. 67
3' LANDSCAPE ESMT. PB. 46, PG. 67
12' D.E. PB. 39, PG. 137
12' D.E. PB. 46, PG. 67
12' FPL ESMT. ORB. 6132, PG. 289
12' U.E. PER PB. 39, PG. 137 RELEASED PER ORB. 6168, PG. 1515
50 FOOT OFFSET ONLINE #3591
5 FOOT OFFSET ONLINE #3591
SET I.R./CAP #3591
FND. I.R./CAP #4396
FND. I.R./CAP "A/B"
FND. I.R.

L.W.D.D. E–4 CANAL (170' RIGHT OF WAY)
L.W.D.D. E–4 CANAL (170' RIGHT OF WAY)
85' L.W.D.D. RIGHT OF WAY (ORB 3002, PG. 1930)
85' L.W.D.D. RIGHT OF WAY (ORB 3168, PG. 582)
W. LINE OF L.W.D.D. CANAL L–4

HIGH RIDGE COUNTRY CLUB
(P.B. 39, PG.137)

Owners HIGH RIDGE COUNTRY CLUB INC
Location 1400 HYPOLUXO RD
Municipality BOYNTON BEACH
Parcel No. 08434508010000010
Subdivision HIGH RIDGE COUNTRY CLUB
Use Type 3800 – GOLF COURSE

L.W.D.D. TO HAVE CERTAIN LANDS IN SAID PETITION, ANNEXED AND INCLUDED INTO THE BOUNDARIES OF THE L.W.D.D. ORB. 3168, PG. 591

LESS & EXCEPT PORTION (CROSSHATCHED)
N.W. 7TH COURT
(60' RIGHT–OF–WAY)
(ORB. 4020 PG. 1476)

CENTERLINE OF N.W. 7TH COURT

N.W. 7TH COURT

TRACT 1 STANFORD PARK P.B. 46, PG.67
TRACT 2 STANFORD PARK P.B. 46, PG.67
TRACT 3 STANFORD PARK P.B. 46, PG.67
TRACT 4 STANFORD PARK P.B. 46, PG.67
TRACT 7 STANFORD PARK P.B. 46, PG.67

Owners CNL RETIREMENT HB2 BOYNTON BEACH FL LP
Location 4733 NW 7TH CT
Municipality BOYNTON BEACH
Parcel No. 08434508040020000
Subdivision STANFORD PARK
Use Type 9400 – R/W – BUFFER

Owners HCP HB2 MANOR–POINTE NEWPORT PLACE, LLC
Location 4733 NW 7TH CT
Municipality BOYNTON BEACH
Parcel No. 08434508040040010
Subdivision STANFORD PARK
Use Type 0600 – RETIREMENT

Owners 7974 LLC
Location 7974 NW 7TH CT
Municipality BOYNTON BEACH
Parcel No. 08434508040030010
Subdivision STANFORD PARK
Use Type 1000 – DETCD. ONE STORY

CART BARN
CLUBHOUSE
SEE SHEETS 3 THROUGH 6 FOR IMPROVEMENTS IN THIS AREA

LOT 16 LOT 17 LOT 18 LOT 19 LOT 20 LOT 21 LOT 22 LOT 23 LOT 24 LOT 25 LOT 26 LOT 27 LOT 28 LOT 29 LOT 30 LOT 31 LOT 32

HIGH RIDGE SUBDIVISION (PB. 22, PG. 6)

Δ=7°00'00" R=1910.23' L=233.38' CB=N0°04'52"W LC=233.23'
Δ=17°00'00" R=430.00' L=127.58' CB=N4°55'09"E LC=127.12'
Δ=13°23'14" R=330.00' L=77.10' CB=N6°43'31"E LC=76.93'
Δ=7°00'00" R=1850.23' L=226.05' CB=S0°04'52"E LC=225.91'
Δ=17°00'00" R=490.00' L=145.39' CB=N4°55'09"E LC=144.85'
Δ=13°23'14" R=270.00' L=63.09' CB=S6°43'31"W LC=62.94'
Δ=4°51'00" R=6697.00' L=566.89' CB=N2°27'24"E LC=566.72'
Δ=4°51'00" R=6757.00' L=571.97' CB=S2°27'24"W LC=571.80'

IMAGINE CHARTER SCHOOL AT BOYNTON BEACH (P.B. 112, PG. 186)
FND. CONCRETE MONUMENT "M/L"
HIGH RIDGE LANDING (P.B. 119, PG. 123)

HIGH RIDGE ROAD (80' RIGHT–OF–WAY) (ORB 2138, PG. 1545) (ORB 6339, PG. 289)

MINER ROAD (114' RIGHT OF WAY) (ORB 4431, PG. 492) (ORB 6241, PG. 651)
MINER ROAD (108' RIGHT OF WAY)
MINER ROAD (ORB 3416, PG. 1464)
MINER ROAD (ORB 4431, PG. 492)
P.B.C.R. (P.B. 60, PG. 29)

QUANTUM PARK AT BOYNTON BEACH P.I.D. PLAT NO. 3 (P.B. 60, PG. 29)

PARCEL 2 FROM EXHIBIT "A" (ORB 28307, PG. 1606)

SET MAGNAIL & DISK #3591

S.E. CORNER OF SEC. 8–45S–43E FND. P.B.C. BRASS DISK

20' U.E. (ORB 3456, PG. 692)

FND. I.R./CAP "M/R" LB#48

S. LINE OF SEC. 8–45S–43E

N. LINE OF MINER ROAD (ORB 4431, PG. 492)

S. LINE OF STANFORD PARK

E. LINE OF HIGH RIDGE COUNTRY CLUB PB. 39, PG. 137

W. LINE OF STANFORD PARK

E. LINE OF SEC. 8–45S–43E

INFO NOTE "A"
Owners CNL RETIREMENT HB2 BOYNTON BEACH FL LP
Municipality BOYNTON BEACH
Parcel No. 08434508040020000
Subdivision STANFORD PARK
Use Type 9400 – R/W – BUFFER

INFO NOTE "B"
Owners HCP HB2 MANOR–POINTE NEWPORT PLACE, LLC
Location 4733 NW 7TH CT
Municipality BOYNTON BEACH
Parcel No. 08434508040040020
Subdivision STANFORD PARK
Use Type 7800 – SAN// REST HOME

JOB #	7907
SHT. NO.	2 OF 6 SHEETS
SCALE	AS SHOWN
F.B./PG.	N/A
DRAWN BY	RJW/AC
DATE	7–31–17

HIGH RIDGE COUNTRY CLUB
ALTA/NSPS LAND TITLE SURVEY

CAULFIELD & WHEELER, INC.
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7900 GLADES ROAD – SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

REVISIONS	DATE	BY

FILE NAME 7907 SUR

S88°30'00"E
275.52'

S. R/W OF HYPOLUXO ROAD

CB=S89°57'03"E
LC=292.77'
R=5781.58'
A=292.80'
Δ=2°54'06"

ADDITIONAL R/W (ORB 5643, PG. 1607)

RIM=12.28
INV.=6.64(N)18"RCP
BOTTOM=6.01

RIM=11.59
INV.=7.15(N) 18"RCP
BOTTOM=6.15

ASPHALT

2' VALLEY CURB

2' CURB (TYP.)

FIBER OPTIC MARKER

RISER

MAILBOX

12' U.E.
ORB. 4947, PG. 378
ORB. 5110, PG. 924

10' FPL ESMT.
ORB. 3875, PG. 1647

60' L.E.E.
PB. 39, PG. 137

6' WALL

6' ALUMINUM GATE

KEY PAD

SECURITY CAMERA

HIGH RIDGE COUNTRY CLUB
(P.B. 39, PGS. 137-138, P.B.C.R.)

L.W.D.D. E-4 CANAL
(170' RIGHT OF WAY)

N13°54'03"E 380.34'

15' U.E.
PB. 39, PG. 137

GRASS AREA

TURF SPRINKLER (TYP.)

2' TIMBER WOOD FENCE

YARD DRAIN
RIM=12.13
INV.=11.25(E)4"CPP
INV.=11.33(W)4"CPP
BOTTOM=10.24

FOUNTAIN EQUIPMENT PAD

FOUNTAIN

DUMPSTER

WATER SPIGOT

DIRT ROAD

PLANT WATER STATION

85' L.W.D.D. RIGHT OF WAY
(ORB 3024, PG.1830)

85' L.W.D.D. RIGHT OF WAY
(ORB 3168, PG.850)

10' CLF FENCE

GARDEN AREA

DIRT

ELECTRIC RACK

6' CLF FENCE

5' CLF FENCE

12' U.E.
ORB. 4947, PG. 378
ORB. 5110, PG. 924

DOUBLE DETECTOR CHECK VALVE

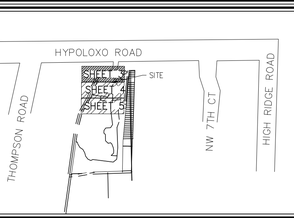
PIV

FLOOD ZONE "AE"

FLOOD ZONE "X"

MATCHLINE – SHEET 4

LOCATION MAP
(NOT TO SCALE)



LEGEND

TREE LEGEND

- UNKOWN TREE
- PALM TREE
- OAK TREE
- ROBELLINI TREE
- FICUS TREE

- A/C – AIR CONDITIONER
- L – ARC LENGTH
- ALUM. – ALUMINUM
- B.E. – BUFFER EASEMENT
- C.O. – CLEANOUT
- CLF – CHAIN LINK FENCE
- CONC. – CONCRETE
- COV. COVERED
- D.E. – DRAINAGE EASEMENT
- ELEC. – ELECTRIC
- ELEV. – ELEVATION
- EQUIP. – EQUIPMENT
- ESMT. – EASEMENT
- EXIST. – EXISTING
- F.P.L.–FLORIDA POWER & LIGHT
- FIN. – FINISHED
- FLR. – FLOOR
- FND. – FOUND
- I.R./CAP – IRON ROD & CAP
- INV. – INVERT
- IRR. – IRRIGATION
- L.A.E. – LIMITED ACCESS EASEMENT
- O/S – BUILDING OFFSET
- O.R.B. – OFFICIAL RECORD BOOK
- P.B. – PLAT BOOK
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- R/W – RIGHT-OF-WAY
- RGE. – RANGE
- SEC – SECTION
- Δ – DELTA (CENTRAL ANGLE)
- CLF – CHAIN LINK FENCE
- PIV – POST INDICATOR VALVE

- SQ. FT. – SQUARE FEET
- TWP. – TOWNSHIP
- TYP. – TYPICAL
- U.E. – UTILITY EASEMENT
- W.M. – WATER METER
- W.E. – WATER EASEMENT
- S.E. – SANITARY EASEMENT
- – LIGHT POLE
- – FIRE HYDRANT
- – CATCH BASIN
- – WATER VALVE
- – SET 5/8" IR/CAP LB 3591
- – SANITARY MANHOLE
- – DRAINAGE MANHOLE
- – WOOD POWER POLE (UNLESS NOTED)
- – CENTER LINE
- 14.00 – EXISTING ELEVATION
- – TRAFFIC SIGN
- – ELECTRICAL WIRES OVERHEAD
- – ANCHOR
- – WATER METER
- – RPZ
- – GROUND LIGHT
- – ELECTRIC HAND HOLE
- – IRRIGATION CONTROL VALVE
- – CLEAN OUT
- – TURF SPRINKLER

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 INCH = 40 FT.

NORTH

		DATE	BY
REVISIONS			
FILE NAME 7907-SPS			

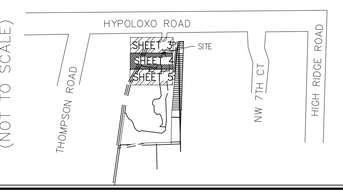
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HIGH RIDGE COUNTRY CLUB
ALTA/NSPS LAND TITLE SURVEY

DATE	7/14/17
DRAWN BY	AC
F.B./ PG.	HDS
SCALE	1"=40

JOB #	7907
SHT.NO.	3
OF	6 SHEETS

LOCATION MAP
(NOT TO SCALE)



TREE LEGEND

- UNKOWN TREE
- PALM TREE
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- FICUS TREE

LEGEND

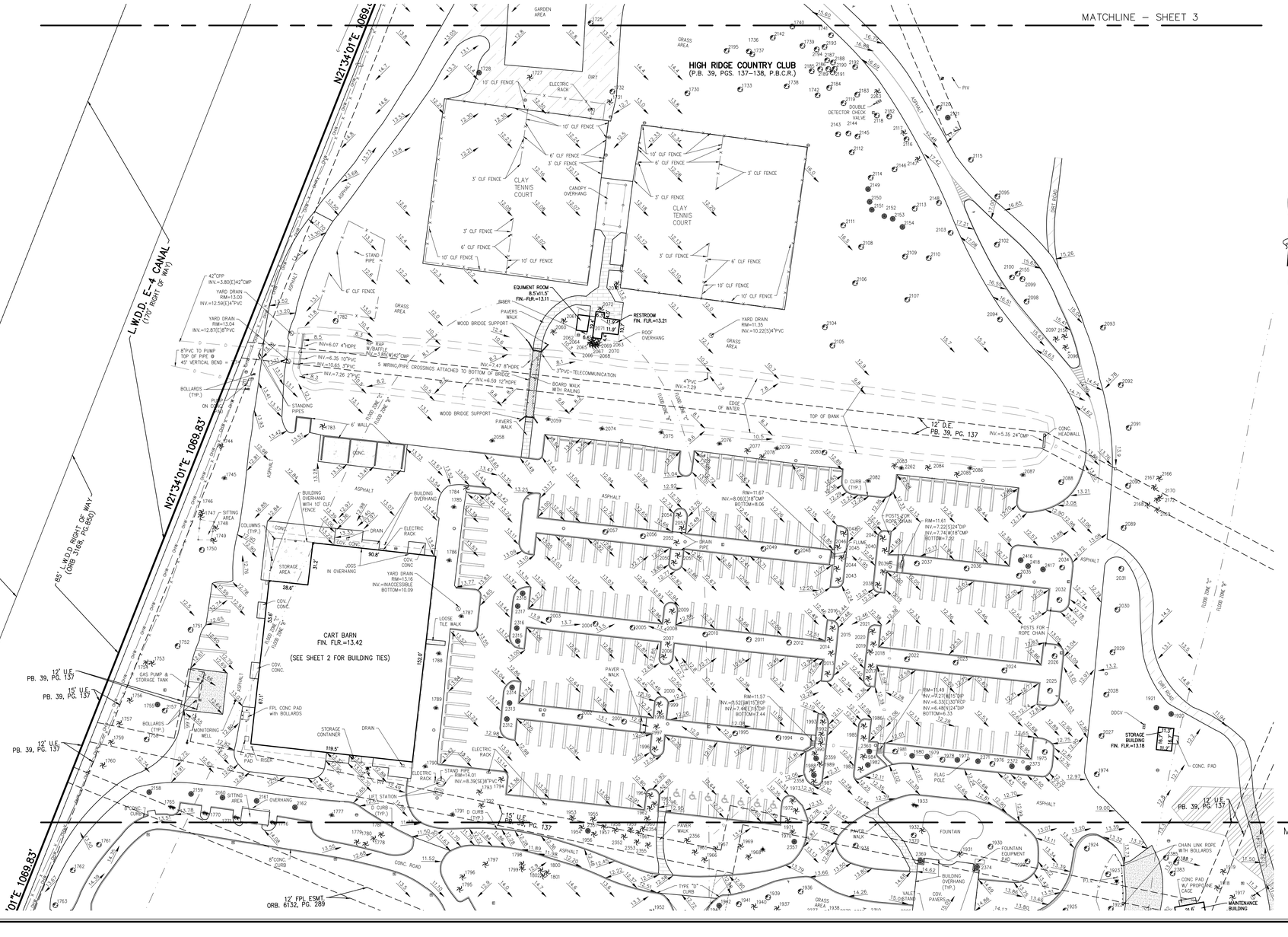
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– IRRIGATION CONTROL VALVE
– CLEAN OUT
– TURF SPRINKLER

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 INCH = 40 FT.



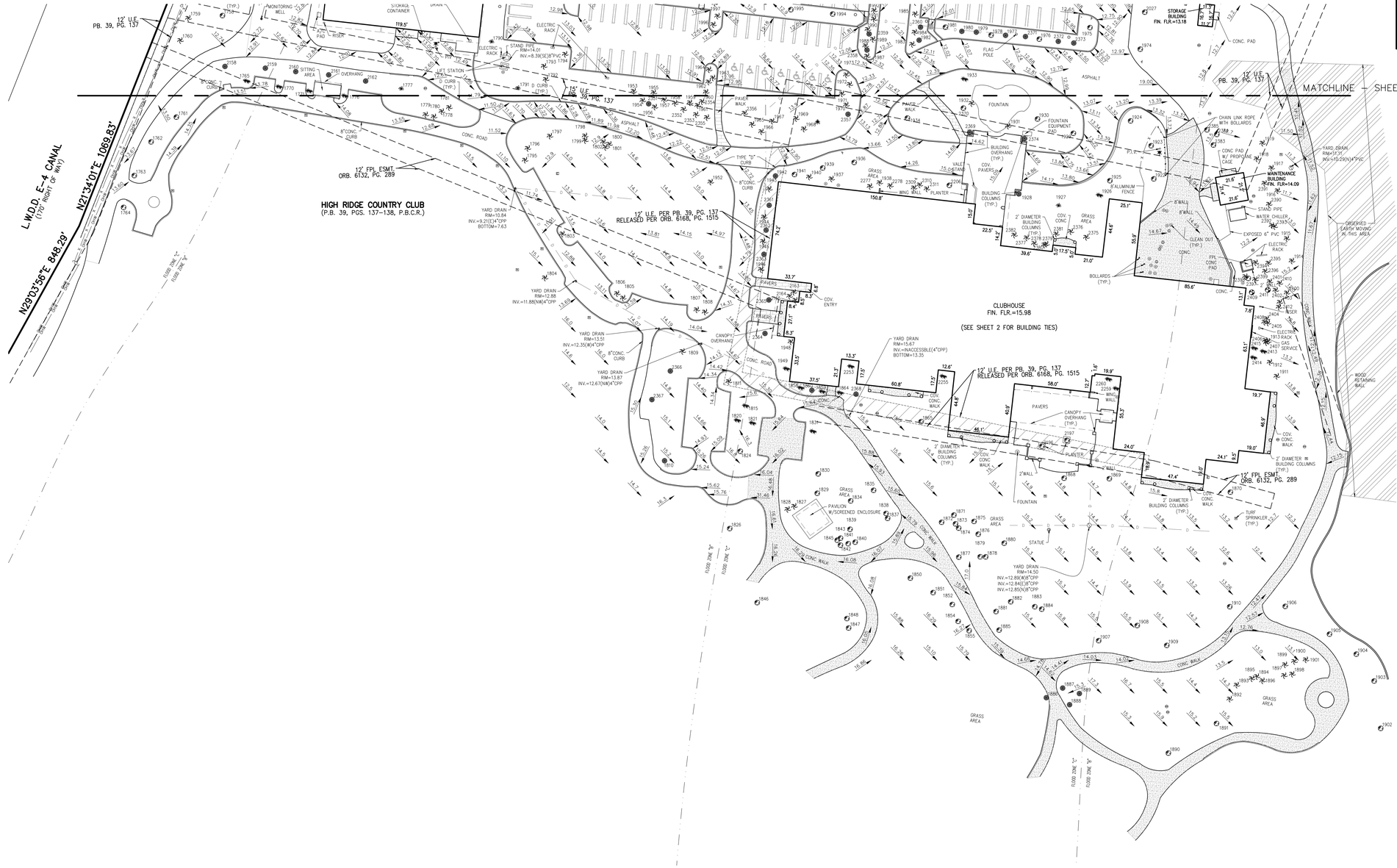
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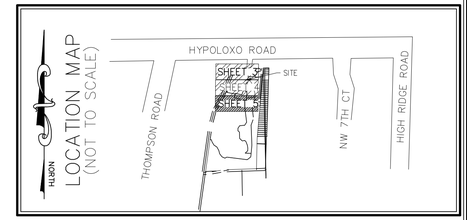
REVISIONS	DATE	BY
FILE NAME 7907-SPS		

HIGH RIDGE COUNTRY CLUB
ALTA/NSPS LAND TITLE SURVEY

DATE	7/14/17
DRAWN BY	AC
F.B./ PG.	HDS
SCALE	1"=40

JOB # 7907
SHT.NO. 4
OF 6 SHEETS





LEGEND

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FLR. – FLOOR
FND. – FOUND
I.R./CAP – IRON ROD & CAP
INV. – INVERT
IRR. – IRRIGATION
L.A.E. – LIMITED ACCESS EASEMENT
O/S – BUILDING OFFSET
O.R.B. – OFFICIAL RECORD BOOK
P.B. – PLAT BOOK
P.B.C.R. – PALM BEACH COUNTY RECORD
P.I.V. – POST-INDICATOR VALVE
P.O.B. – POINT OF BEGINNING
P.O.C. – POINT OF COMMENCEMENT
PGS. – PAGE(S)
P.R.M.–PERMANENT REFERENCE MONUMENT
PROP. – PROPOSED
R – RADIUS
R/W – RIGHT-OF-WAY
RGE. – RANGE
SEC. – SECTION
Δ – DELTA (CENTRAL ANGLE)
CLF – CHAIN LINK FENCE
PIV – POST INDICATOR VALVE

SQ. FT. – SQUARE FEET
TWP. – TOWNSHIP
TYP. – TYPICAL
U.E. – UTILITY EASEMENT
W.M. – WATER METER
W.E. – WATER EASEMENT
S.E. – SANITARY EASEMENT
– LIGHT POLE
– FIRE HYDRANT
– CATCH BASIN
– WATER VALVE
– SET 5/8" IR/CAP LB 3591
– SANITARY MANHOLE
– DRAINAGE MANHOLE
– WOOD POWER POLE (UNLESS NOTED)
– CENTER LINE
– EXISTING ELEVATION
– TRAFFIC SIGN
OHW – ELECTRICAL WIRES OVERHEAD
– ANCHOR
– WATER METER
– RPZ
– GROUND LIGHT
– ELECTRIC HAND HOLE
– IRRIGATION CONTROL VALVE
– CLEAN OUT
– TURF SPRINKLER

TREE LEGEND

– UNKOWN TREE
– PALM TREE
– OAK TREE
– ROBELLINI
– FICUS TREE

NORTH

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 INCH = 40 FT.

	DATE	BY
REVISIONS		
FILE NAME 7907-SPS		

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

HIGH RIDGE COUNTRY CLUB
ALTA/NSPS LAND TITLE SURVEY

DATE	7/14/17
DRAWN BY	AC
F.B./ PG.	HDS
SCALE	1"=40

JOB # 7907
SHT.NO. 5
OF 6 SHEETS

TREE TABLE

TREE TABLE			
Point #	SIZE & TYPE	NORTHING	EASTING
1634	OAK 20"	814705'	956901'
1635	OAK 9"	814659'	956978'
1636	MISC 8"	814654'	956998'
1637	MISC 8"	814655'	957017'
1638	MISC 8"	814642'	957026'
1639	MISC 10"	814642'	957010'
1640	PALM 9"	814672'	957172'
1641	OAK 16"	814664'	957147'
1642	OAK 10"	814672'	957148'
1643	OAK 14"	814649'	957235'
1644	OAK 18"	814636'	957207'
1645	OAK 16"	814644'	957192'
1646	OAK 16"	814643'	957140'
1647	OAK 9"	814621'	957133'
1648	OAK 14"	814604'	957116'
1649	OAK 28"	814585'	957101'
1650	OAK 11"	814591'	957076'
1651	OAK 18"	814582'	957068'
1652	PALM 12"	814639'	957059'
1653	OAK 11"	814626'	957053'
1654	PALM 8"	814617'	957038'
1655	OAK 17"	814524'	957014'
1656	PALM 6"	814586'	956994'
1657	PALM 6"	814576'	956973'
1658	PALM 6"	814566'	956961'
1659	PALM 6"	814557'	956954'
1660	PALM 6"	814586'	956986'
1661	OAK 22"	814504'	956989'
1662	OAK 15"	814480'	956958'
1663	PALM 8"	814451'	956921'
1664	PALM 8"	814461'	956925'
1665	PALM 8"	814433'	956915'
1667	OAK 9"	814428'	956922'
1668	PALM 9"	814430'	956899'
1669	PALM 9"	814426'	956892'
1670	PALM 10"	814412'	956889'
1671	PALM 6"	814456'	956852'
1672	PALM 6"	814454'	956859'
1673	PALM 6"	814449'	956854'
1674	PALM 8"	814431'	956847'
1675	PALM 8"	814429'	956842'
1676	PALM 8"	814417'	956840'
1677	PALM 8"	814419'	956845'
1678	PALM 11"	814397'	956904'
1679	PALM 10"	814400'	956893'
1680	PALM 11"	814392'	956894'
1681	PALM 11"	814386'	956903'
1682	OAK 11"	814370'	956888'
1684	PALM 18"	814315'	956881'
1685	OAK 16"	814277'	956876'

TREE TABLE			
Point #	SIZE & TYPE	NORTHING	EASTING
1686	PALM 25"	814349'	956775'
1687	OAK 10"	814366'	956790'
1688	PALM 9"	814305'	956777'
1689	PALM 22"	814310'	956789'
1690	PALM 9"	814305'	956807'
1691	PALM 6"	814288'	956831'
1692	PALM 6"	814291'	956832'
1693	PALM 6"	814288'	956834'
1694	OAK 8"	814290'	956753'
1695	OAK 8"	814284'	956747'
1696	OAK 8"	814277'	956743'
1697	PALM 11"	814268'	956758'
1698	PALM 12"	814262'	956775'
1699	PALM 10"	814251'	956773'
1702	PALM 14"	814237'	956785'
1703	PALM 9"	814241'	956798'
1704	PALM 11"	814254'	956785'
1705	PALM 8"	814249'	956838'
1706	PALM 8"	814249'	956834'
1707	OAK 14"	814233'	956810'
1708	PALM 11"	814226'	956804'
1709	PALM 16"	814200'	956823'
1711	PALM 16"	814187'	956849'
1712	PALM 12"	814252'	956901'
1713	PALM 17"	814191'	956899'
1714	MISC 23"	814164'	956743'
1717	OAK 4"	814168'	956675'
1718	PALM 6"	814136'	956791'
1719	PALM 6"	814130'	956790'
1720	PALM 6"	814135'	956780'
1721	PALM 6"	814138'	956772'
1722	PALM 8"	814127'	956798'
1723	PALM 11"	814065'	956819'
1725	OAK 11"	814042'	956783'
1726	PALM 27"	814002'	956738'
1727	PALM 27"	814002'	956738'
1728	MISC 6"	814005'	956701'
1729	OAK 6"	814064'	956636'
1730	OAK 26"	813990'	956854'
1731	PALM 16"	813984'	956797'
1732	OAK 6"	813991'	956799'
1733	OAK 31"	813993'	956893'
1736	OAK 20"	814021'	956899'
1737	OAK 22"	814019'	956902'
1738	OAK 8"	813995'	956927'
1739	OAK 22"	814025'	956938'
1740	OAK 12"	814039'	956931'
1741	OAK 18"	814033'	956959'
1742	OAK 18"	813989'	956950'
1744	PALM 20"	813731'	956511'

TREE TABLE			
Point #	SIZE & TYPE	NORTHING	EASTING
1745	FICUS 10"	813707'	956514'
1746	PALM 10"	813682'	956497'
1747	PALM 18"	813679'	956496'
1748	PALM 18"	813671'	956507'
1749	PALM 17"	813662'	956506'
1750	OAK 12"	813655'	956497'
1751	OAK 8"	813596'	956489'
1752	OAK 12"	813584'	956479'
1753	PALM 20"	813571'	956461'
1754	PALM 20"	813572'	956456'
1755	MISC 11"	813541'	956465'
1756	PALM 15"	813544'	956444'
1757	PALM 20"	813527'	956437'
1758	OAK 13"	813515'	956457'
1759	PALM 14"	813513'	956431'
1760	PALM 18"	813496'	956425'
1761	OAK 30"	813438'	956422'
1762	OAK 17"	813419'	956402'
1763	OAK 18"	813394'	956389'
1764	OAK 24"	813370'	956381'
1765	ROBELLINNI 4"	813466'	956475'
1770	ROBELLINI 4"	813461'	956499'
1771	ROBELLINI 4"	813458'	956522'
1772	ROBELLINI 4"	813454'	956549'
1773	FICUS 60"	813460'	956593'
1774	PALM 10"	813442'	956623'
1775	PALM 8"	813440'	956611'
1780	PALM 6"	813438'	956618'
1781	PALM 10"	813445'	956629'
1782	OAK 18"	813823'	956595'
1783	PALM 21"	813745'	956586'
1784	PALM 18"	813700'	956692'
1785	FICUS 19"	813686'	956682'
1786	FICUS 18"	813647'	956679'
1787	FICUS 18"	813606'	956688'
1788	FICUS 18"	813579'	956671'
1789	FICUS 17"	813539'	956669'
1790	FICUS 12"	813496'	956661'
1791	FICUS 15"	813460'	956681'
1792	PALM 10"	813467'	956703'
1793	PALM 10"	813477'	956701'
1794	PALM 11"	813486'	956717'
1795	PALM 19"	813405'	956687'
1796	PALM 19"	813414'	956689'
1797	PALM 24"	813424'	956706'
1798	PALM 9"	813424'	956732'
1799	PALM 9"	813420'	956733'
1800	PALM 9"	813419'	956746'
1801	PALM 9"	813418'	956751'
1802	PALM 9"	813415'	956748'

TREE TABLE			
Point #	SIZE & TYPE	NORTHING	EASTING
1803	PALM 8"	813349'	956715'
1804	PALM 24"	813316'	956702'
1805	PALM 6"	813301'	956761'
1806	PALM 6"	813304'	956757'
1807	PALM 6"	813292'	956817'
1808	PALM 6"	813290'	956824'
1809	PALM 24"	813260'	956807'
1810	MISC 8"	813177'	956793'
1811	PALM 22"	813237'	956842'
1815	ROBELLINI 4"	813219'	956854'
1820	ROBELLINI 4"	813207'	956848'
1821	ROBELLINI 4"	813205'	956860'
1824	OAK 11"	813184'	956850'
1826	OAK 17"	813125'	956842'
1827	PALM 6"	813142'	956892'
1828	PALM 6"	813140'	956887'
1829	OAK 20"	813152'	956909'
1830	OAK 20"	813167'	956910'
1831	ROBELLINI 4"	813199'	956905'
1834	OAK 20"	813146'	956934'
1835	OAK 18"	813154'	956952'
1837	OAK 18"	813133'	956963'
1838	OAK 16"	813137'	956961'
1839	OAK 17"	813125'	956934'
1840	OAK 15"	813115'	956938'
1841	OAK 16"	813114'	956933'
1842	OAK 16"	813113'	956927'
1843	OAK 18"	813118'	956927'
1845	OAK 16"	813116'	956924'
1846	OAK 48"	813069'	956863'
1847	OAK 26"	813050'	956933'
1848	OAK 20"	813057'	956932'
1850	OAK 17"	813087'	956980'
1851	OAK 18"	813076'	956997'
1852	OAK 10"	813067'	957012'
1854	OAK 14"	813055'	957016'
1855	OAK 13"	813047'	957025'
1858	ROBELLINI 4"	813232'	956896'
1859	ROBELLINI 4 4"	813229'	956913'
1860	MISC 6"	813230'	956905'
1863	ROBELLINI 4"	813228'	956926'
1864	OAK 24"	813207'	956988'
1865	OAK 17"	813163'	957097'
1868	OAK 14"	813163'	957097'
1869	OAK 25"	813163'	957131'
1870	OAK 27"	813153'	957223'
1871	OAK 13"	813135'	957013'
1872	OAK 13"	813130'	957004'
1873	OAK 15"	813129'	957014'
1874	OAK 18"	813126'	957017'
1875	OAK 18"	813131'	957028'

TREE TABLE			
Point #	SIZE & TYPE	NORTHING	EASTING
1876	OAK 14"	813121'	957031'
1877	OAK 14"	813103'	957017'
1878	OAK 14"	813104'	957037'
1879	OAK 18"	813104'	957033'
1880	OAK 19"	813114'	957051'
1881	OAK 16"	813062'	957045'
1882	OAK 16"	813070'	957056'
1883	OAK 20"	813066'	957074'
1884	OAK 18"	813064'	957080'
1885	OAK 18"	813048'	957047'
1886	MISC 6"	812997'	957083'
1887	MISC 8"	813004'	957096'
1888	MISC 6"	812991'	957101'
1889	MISC 8"	813000'	957108'
1890	OAK 12"	812954'	957176'
1891	OAK 12"	812977'	957213'
1892	PALM 8"	812996'	957223'
1893	PALM 11"	813006'	957228'
1894	PALM 18"	813013'	957244'
1895	PALM 12"	813011'	957240'
1896	PALM 14"	813009'	957248'
1897	PALM 24"	813013'	957264'
1898	PALM 18"	813014'	957270'
1899	PALM 13"	813022'	957265'
1900	PALM 11"	813024'	957272'
1901	PALM 8"	813025'	957281'
1902	OAK 15"	812973'	957338'
1903	OAK 11"	813009'	957333'
1904	OAK 14"	813030'	957319'
1905	OAK 20"	813045'	957299'
1906	OAK 24"	813066'	957265'
1907	OAK 24"	813040'	957123'
1908	OAK 20"	813051'	957152'
1909	OAK 13"	813036'	957175'
1910	OAK 20"	813066'	957223'
1911	PALM 20"	813241'	957259'
1912	PALM 12"	813252'	957253'
1913	PALM 11"	813268'	957252'
1914	PALM 8"	813329'	957270'
1915	PALM 11"	813346'	957266'
1916	PALM 8"	813382'	957259'
1917	PALM 11"	813400'	957255'
1918	PALM 12"	813406'	957243'
1919	PALM 12"	813418'	957248'
1920	MISC 21"	813534'	957209'
1921	MISC 20"	813539'	957198'
1922	OAK 24"	813391'	957165'
1923	OAK 24"	813416'	957163'
1924	OAK 19"	813435'	957147'
1925	OAK 14"	813390'	957132'

TREE TABLE			
Point #	SIZE & TYPE	NORTHING	EASTING
1926	ROBELLINI 4"	813379'	957123'
1927	FICUS 65"	813371'	957093'
1928	MISC 6"	813380'	957062'
1929	OAK 13"	813426'	957104'
1930	OAK 19"	813437'	957077'
1931	PALM 12"	813431'	957054'
1932	PALM 12"	813449'	957026'
1933	ROBELLINI 4"	813467'	957021'
1934	OAK 18"	813437'	956978'
1936	OAK 24"	813404'	956937'
1937	PALM 10"	813391'	956920'
1938	PALM 12"	813388'	956957'
1939	OAK 14"	813399'	956913'
1940	PALM 13"	813393'	956903'
1941	OAK 9"	813394'	956892'
1942	MISC 6"	813393'	956877'
1943	PALM 11"	813384'	956873'
1944	PALM 10"	813362'	956869'
1945	PALM 10"	813344'	956868'
1946	PALM 14"	813322'	956866'
1948	PALM 8"	813267'	956889'
1949	ROBELLINI 4"	813247'	956885'
1952	PALM 24"	813389'	956828'
1953	PALM 12"	813458'	956769'
1954	PALM 13"	813451'	956776'
1955	PALM 14"	813457'	956785'
1956	PALM 13"	813446'	956785'
1957	PALM 13"	813451'	956793'
1958	PALM 8"	813449'	956801'
1959	PALM 8"	813449'	956812'
1960	PALM 9"	813457'	956825'
1961	PALM 8"	813447'	956818'
1962	PALM 12"	813465'	956826'
1963	PALM 10"	813468'	956830'
1964	PALM 9"	813474'	956827'
1965	PALM 11"	813433'	956860'
1966	PALM 10"	813427'	956867'
1967	PALM 11"	813435'	956875'
1968	PALM 13"	813429'	956899'
1969	PALM 12"	813437'	956893'
1970	PALM 8"	813447'	956931'
1971	PALM 8"	813456'	956928'
1972	PALM 11"	813463'	956934'
1973	PALM 8"	813470'	956931'
1974	OAK 18"	813490'	957155'
1975	OAK 15"	813506'	957116'
1976	OAK 13"	813497'	957078'
1977	MISC 6"	813500'	957052'
1978	OAK 18"	813501'	957041'
1979	MISC 6"	813503'	957030'

TREE TABLE			
Point #	SIZE & TYPE	NORTHING	EASTING
1980	MISC 6"	813503'	957019'
1981	OAK 18"	813507'	957007'
1982	MISC 6"	813497'	956987'
1983	PALM 13"	813494'	956981'
1984	PALM 13"	813503'	956983'
1985	PALM 10"	813517'	956984'
1986	PALM 10"	813525'	956984'
1987	PALM 8"	813484'	956947'
1988	PALM 8"	813492'	956946'
1989	PALM 9"	813497'	956951'
1990	PALM 10"	813505'	956948'
1991	PALM 10"	813513'	956952'
1992	PALM 13"	813519'	956952'
1993	PALM 10"	813528'	956954'
1994	OAK 15"	813517'	956921'
1995	OAK 16"	813520'	956889'
1996	PALM 7"	813509'	956830'
1997	PALM 8"	813515'	956833'
1998	PALM 8"	813525'	956831'
1999	PALM 10"	813535'	956834'
2000	PALM 10"	813541'	956833'
2001	OAK 20"	813529'	956807'
2002	OAK 15"	813532'	956775'
2003	OAK 18"	813603'	956752'
2004	OAK 12"	813600'	956786'
2005	OAK 12"	813598'	956814'
2006	PALM 11"	813576'	956837'
2007	PALM 11"	813586'	956840'
2008	PALM 9"	813602'	956839'
2009	PALM 8"	813610'	956843'
2010	OAK 9"	813593'	956867'
2011	OAK 16"	813589'	956899'
2012	OAK 17"	813587'	956929'
2013	PALM 11"	813564'	956957'
2014	PALM 11"	813579'	956960'
2015	PALM 7"	813589'	956959'
2016	PALM 8"	813597'	956961'
2017	PALM 8"	813560'	956987'
2018	PALM 12"	813569'	956989'
2019	PALM 12"	813580'	956988'
2020	PALM 10"	813586'	956991'
2021	PALM 9"	813595'	956990'
2022	OAK 13"	813574'	957015'
2023	OAK 16"	813572'	957051'
2024	OAK 15"	813566'	957087'
2025	OAK 19"	813551'	957120'
2026	OAK 20"	813577'	957124'
2027	OAK 15"	813518'	957158'
2028	OAK 19"	813548'	957162'
2029	OAK 20"	813579'	957166'

TREE TABLE			
Point #	SIZE & TYPE	NORTHING	EASTING
2030	OAK 21"	813611'	957170'
2031	OAK 18"	813641'	957173'
2032	OAK 16"	813618'	957127'
2034	OAK 16"	813642'	957129'
2035	OAK 19"	813636'	957098'
2036	OAK 17"	813641'	957059'
2037	OAK 20"	813645'	957023'
2038	PALM 9"	813629'	956994'
2039	PALM 8"	813639'	956988'
2040	PALM 10"	813654'	956999'
2042	PALM 10"	813663'	956998'
2043	PALM 13"	813632'	956965'
2044	PALM 12"	813641'	956964'
2045	PALM 9"	813649'	956967'
2046	PALM 11"	813657'	956965'
2047	PALM 11"	813667'	956969'
2048	OAK 17"	813653'	956934'
2049	OAK 16"	813655'	956910'
2050	PALM 15"	813645'	956844'
2051	PALM 12"	813651'	956847'
2052	PALM 8"	813660'	956846'
2053	PALM 9"	813671'	956850'
2054	PALM 8"	813680'	956848'
2056	OAK 14"	813665'	956821'
2057	OAK 18"	813668'	956793'
2058	FICUS 28"	813735'	956710'
2059	FICUS 16"	813751'	956752'
2060	PALM 6"	813815'	956756'
2061	PALM 6"	813823'	956763'
2062	PALM 4"	813809'	956784'
2063	PALM 4"	813808'	956785'
2064	PALM 4"	813807'	956783'
2065	PALM 4"	813806'	956782'
2066	PALM 4"	813806'	956784'
2067	PALM 4"	813805'	956785'
2068	PALM 4"	813805'	956786'
2069	PALM 4"	813805'	956787'
2070	PALM 4"	813805'	956788'
2071	PALM 4"	813808'	956789'
2072	PALM 8"	813832'	956790'
2073	PALM 7"	813850'	956802'
2074	FICUS 18"	813744'	956791'
2075	FICUS 19"	813741'	956835'
2076	FICUS 20"	813733'	956877'
2077	PALM 16"	813728'	956898'
2078	PALM 19"	813723'	956909'
2079	FICUS 18"	813729'	956920'
2080	OAK 17"	813726'	956955'
2082	FICUS 20"	813705'	956987'
2083	PALM 18"	813716'	957006'

TREE TABLE			
Point #	SIZE & TYPE	NORTHING	EASTING
2084	PALM 18"	813715'	957031'
2085	PALM 16"	813710'	957052'
2086	FICUS 24"	813715'	957062'
2087	FICUS 22"	813710'	957100'
2088	OAK 19"	813704'	957128'
2089	OAK 18"	813671'	957174'
2090	OAK 24"	813702'	957178'
2091	OAK 12"	813744'	957178'
2092	OAK 18"	813776'	957172'
2093	OAK 18"	813818'	957159'
2094	OAK 35"	813824'	957084'
2095	OAK 16"	813914'	957082'
2096	PALM 9"	813804'	957132'
2097	PALM 13"	813810'	957125'
2098	OAK 19"	813837'	957103'
2099	OAK 23"	813854'	957100'
2100	OAK 20"	813855'	957092'
2102	OAK 18"	813879'	957081'
2103	OAK 19"	813888'	957047'
2104	OAK 24"	813818'	956955'
2105	OAK 24"	813805'	956960'
2106	OAK 30"	813851'	956977'
2107	OAK 19"	813838'	957015'
2108	OAK 12"	813877'	956982'
2109	OAK 15"	813870'	957014'
2110	OAK 16"	813869'	957031'
2111	OAK 17"	813893'	956968'
2112	OAK 18"	813947'	956975'
2113	OAK 14"	813905'	957021'
2114	OAK 15"	813928'	956989'
2115	OAK 22"	813941'	957062'
2116	OAK 26"	813956'	957015'
2117	PALM 8"	813961'	957013'
2118	OAK 19"	813974'	956993'
2119	OAK 20"	813983'	956969'
2120	OAK 14"	813979'	957039'
2121	MISC 6"	813972'	957045'
2122	OAK 24"	814068'	956973'
2123	OAK 18"	814062'	956913'
2124	PALM 9"	814140'	956845'
2125	PALM 9"	814141'	956828'
2126	PALM 9"	814163'	956830'
2127	MISC 10"	814695'	957177'
2128	MISC 10"	814700'	957159'
2129	MISC 10"	814687'	957087'
2130	MISC 10"	814690'	957072'
2131	MISC 10"	814696'	957057'
2132	OAK 20"	814657'	957072'
2133	PALM 6"	814602'	957015'
2134	PALM 6"	814609'	957024'

TREE TABLE			
Point #	SIZE & TYPE	NORTHING	EASTING
2135	OAK 18"	814290'	956909'
2136	PALM 8"	814151'	956828'
2137	PALM 8"	814148'	956825'
2138	PALM 8"	814153'	956825'
2139	PALM 12"	814114'	956855'
2140	OAK 11"	814073'	956871'
2141	OAK 24"	814109'	956957'
2142	OAK 11"	814031'	956917'
2143	OAK 6"	813960'	956965'
2144	OAK 6"	813961'	956972'
2145	OAK 6"	813958'	956979'
2146	OAK 10"	813934'	957006'
2147	PALM 6"	813942'	957023'
2148	OAK 10"	813910'	957039'
2149	MISC 6"	813920'	956987'
2150	MISC 6"	813910'	956988'
2151	MISC 6"	813904'	956989'
2152	MISC 6"	813900'	956999'
2153	MISC 6"	813898'	957005'
2154	MISC 6"	813892'	957012'
2155	OAK 24"	813858'	957097'
2156	PALM 9"	813811'	957131'
2157	OAK 13"	813537'	956470'
2158	MISC 6"	813477'	956458'
2159	MISC 6"	813475'	956489'
2160	MISC 6"	813473'	956512'
2161	MISC 6"	813470'	956537'
2162	MISC 6"	813466'	956565'
2163	MISC 6"	813305'	956891'
2164	PALM 6"	813302'	956888'
2165	PALM 6"	813299'	956892'
2166	PALM 6"	813707'	957201'
2167	PALM 6"	813701'	957197'
2168	PALM 6"	813688'	957192'
2169	PALM 6"	813684'	957199'
2170	PALM 6"	813693'	957201'
2171	PALM 6"	813691'	957199'
2172	PALM 11"	813691'	957199'
2173	OAK 11"	813989'	956979'
2174	OAK 9"	813994'	956958'
2175	OAK 8"	814006'	956945'
2176	OAK 8"	814008'	956951'
2177	OAK 8"	814014'	956957'
2178	OAK 8"	814013'	956961'
2179	OAK 8"	814008'	956957'
2180	OAK 8"	814008'	956962'
2181	OAK 8"	814005'	956961'
2182	OAK 20"	813973'	957002'
2183	OAK 11"	813989'	956979'
2184	OAK 9"	813994'	956958'
2185	OAK 8"	814008'	956945'
2186	OAK 8"	814008'	956951'
2187	OAK 8"	814014'	956957'
2188	OAK 8"	814013'	956961'
2189	OAK 8"	814008'	956957'
2190	OAK 8"	814008'	956962'
2191	OAK 8"	814005'	956961'
2192	OAK 24"	814009'	956977'
2193	OAK 11"	814024'	956955'
2194	OAK 11"	814022'	956949'

TREE TABLE			
Point #	SIZE & TYPE	NORTHING	EASTING
2195	OAK 8"	814021'	956883'
2196	OAK 10"	813188'	957080'
2197	OAK 10"	813192'	957099'
2206	OAK 20"	813386'	957009'
2253	ROBELLINI 4"	813248'	956934'
2255	ROBELLINI 4"	813241'	957005'
2259	ROBELLINI 4"	813232'	957136'
2260	ROBELLINI 4"	813239'	957130'
2262	FICUS 18"	813715'	957011'
2263	PALM 17"	813991'	956994'
2277	PALM 12"	813385'	956949'
2278	PALM 13"	813386'	956965'
2309	PALM 12"	813384'	956983'
2310	PALM 12"	813387'	956987'
2311	PALM 12"	813384'	956992'
2312	MISC 6"	813530'	956721'
2313	MISC 6"	813542'	956723'
2314	MISC 6"	813554'	956725'
2315	MISC 6"	813588'	956729'
2316	MISC 6"	813597'	956729'
2317	MISC 6"	813613'	956729'
2318	MISC 6"	813623'	956733'
2351	MISC 6"	813448'	956781'
2352	PALM 7"	813444'	956807'
2353	PALM 7"	813440'	956817'
2354	PALM 13"	813450'	956821'
2355	PALM 8"	813438'	956825'
2356	PALM 11"	813441'	956854'
2357	MISC 6"	813440'	956932'
2358	MISC 6"	813489'	956947'
2359	MISC 6"	813501'	956948'
2360	MISC 6"	813507'	956988'
2361	MISC 6"	813371'	956872'
2362	MISC 6"	813352'	956870'
2363	MISC 6"	813334'	956868'
2364	MISC 6"	813274'	956869'
2365	MISC 6"	813299'	956872'
2366	MISC 11"	813245'	956797'
2367	MISC 7"	813223'	956783'
2368	MISC 5"	813227'	956939'
2369	MISC 5"	813427'	957025'
2370	OAK 20"	813445'	957020'
2371	MISC 6"	813499'	957067'
2372	MISC 6"	813496'	957092'
2373	MISC 6"	813494'	957104'
2374	MISC 5"	813422'	957067'
2375	PALM 12"	813347'	957114'
2376	PALM 12"	813351'	957102'
2377	PALM 12"	813346'	957068'
2378	PALM 12"	813342'	957074'

TREE TABLE			
Point #	SIZE & TYPE	NORTHING	EASTING
2379	PALM 12"	813342'	957083'
2380	PALM 12"	813341'	957082'
2381	PALM 12"	813349'	957091'
2382	PALM 12"	813348'	957059'
2383	OAK 14"	813417'	957210'
2384	OAK 15"	813425'	957213'
2385	OAK 7"	813429'	957205'
2390	PALM 10"	813372'	957253'
2391	PALM 11"	813388'	957249'
2392	PALM 18"	813356'	957255'
2393	PALM 7"	813355'	957257'
2394	PALM 18"	813327'	957242'
2395	PALM 10"	813327'	957252'
2396	PALM 11"	813321'	957250'
2397	OAK 17"	813315'	957237'
2398	PALM 17"	813317'	957235'
2399	PALM 11"	813315'	957242'
2400	PALM 10"	813304'	957266'
2401	PALM 11"	813313'	957253'
2402	PALM 14"	813307'	957258'
2403	PALM 10"	813297'	957261'
2404	PALM 14"	813285'	957251'
2405	PALM 18"	813282'	957252'
2406	PALM 14"	813268'	957250'
2407	PALM 10"	813267'	957251'
2408	PALM 7"	813282'	957249'
2409	SEAGRAPE 7"	813305'	957240'
2410	PALM 11"	813312'	957261'
2411	SEAGRAPE 7"	813307'	957252'
2412	PALM 9"	813294'	957260'
2413	ROBELLINI 4"	813260'	957248'
2414	ROBELLINI 4"	813255'	957241'
2415	ROBELLINI 4"	813262'	957241'
2416	MISC 6"	813647'	957099'
2417	MISC 6"	813640'	957115'
2418	MISC 6"	813643'	957104'

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HIGH RIDGE COUNTRY CLUB

IN SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA
CITY OF BOYNTON BEACH

FEBRUARY, 1980

137

STATE OF FLORIDA :
: SS
COUNTY OF PALM BEACH:

This Plat was filed for record at 2:56 P.M. this 9 day of April 19 80 and duly recorded in Plat Book No. 39 on Pages 137 through 138.

JOHN B. DUNKLE, Clerk
BY: Lyle Shurtleff, D.C.

DEDICATION

STATE OF FLORIDA :
: SS
COUNTY OF PALM BEACH:

KNOW ALL MEN BY THESE PRESENTS that High Ridge Country Club, Inc., a Florida corporation, owners of the land shown hereon, being in Section 8, Township 45 South, Range 43 East, Palm Beach County, Florida, shown hereon as High Ridge Country Club, being more particularly described as follows:

Commencing at the Northeast corner of said Section 8, run thence South 85°10'46" West along the North line of said Section 8, a distance of 1062.00 feet; thence South 19°16'27" West along a line parallel with and 750.00 feet West of (as measured along the North line of said Section 8) the West line of High Ridge Subdivision according to the plat thereof, recorded in Plat Book 22, Page 8, Public Records of Palm Beach County, Florida, as described in O.R.B. 2260, Pages 139-140, a distance of 33.21 feet, to a line parallel with and 33.00 feet South of the North line of said Section 8, said point being the POINT OF BEGINNING of the herein described parcel; thence South 85°10'46" West along said line, 759.43 feet; thence South 10°28'36" West, 399.32 feet; thence South 18°08'34" West, 1069.83 feet; thence South 25°38'29" West, 688.29 feet to the beginning of a curve concave to the Southeast, having a radius of 491.64 feet, a central angle of 14°23'39"; thence southerly along the arc of said curve, 121.00 feet to the end of said curve; thence South 11°14'50" West, 549.27 feet to the beginning of a curve concave to the East, having a radius of 4349.42 feet and a central angle of 6°39'36"; thence southerly along the arc of said curve, a distance of 505.58 feet to the end of said curve; thence South 4°35'14" West, 400.00 feet; thence South 85°24'46" East, 70.00 feet; thence South 17°00'00" East, 95.00 feet; thence South 34°05'00" East, 211.00 feet; thence South 60°00'00" East, 185.00 feet; thence South 32°00'00" East, 200.00 feet; thence South 10°15'00" East, 176.00 feet; thence South 49°35'00" East, 200.00 feet; thence South 69°15'00" East, 165.00 feet; thence North 58°35'00" East, 111.00 feet; thence South 86°20'00" East, 1065.00 feet; thence North 47°50'00" East, 230.00 feet; thence North 01°50'00" East, 610.00 feet; thence North 50°36'59" West, 1039.99 feet; thence North 16°56'39" East, 287.63 feet, to the beginning of a curve, concave to the West having a radius of 300.00 feet and a central angle of 27°21'09"; thence northerly along the arc of said curve, a distance of 143.22 feet to the end of said curve; thence North 10°25'29" West, 396.75 feet; thence North 0°53'13" West, 323.04 feet; thence North 24°47'33" East, 231.32 feet; thence North 2°49'16" West, 345.42 feet; thence North 24°37'25" West, 132.00 feet; thence North 138.00 feet; thence North 32°53'05" West, 420.16 feet to a line 660.00 feet (as measured along the West line of High Ridge Subdivision) South of and parallel with the right-of-way line of Hypoluxo Road (as described in O.R.B. 2260, Pages 139-140); thence South 85°10'46" West along said line, 120.72 feet to a line, 750.00 feet West of (as measured along said line) the West line of said High Ridge Subdivision (as described in O.R.B. 2260, Pages 139-140); thence North 19°36'27" East along said line 626.79 feet to the POINT OF BEGINNING. Containing 174.54 acres, more or less.

has caused the same to be surveyed and platted as shown hereon and do hereby dedicate as follows:

EASEMENTS:

a. Utility and Drainage Easements - The utility easements and drainage easements as shown are hereby dedicated in perpetuity for the construction and maintenance of utilities and drainage.

b. The owners or assigns are responsible for maintenance and operation of the drainage systems and lakes including the control of aquatic weeds.

c. Ingress and Egress Easements - The ingress and egress easement is dedicated for the express purpose of providing ingress and egress to the adjacent property from Hypoluxo Road.

d. The City of Boynton Beach is hereby granted the right of access over and across the property shown hereon for the express purpose of providing fire and police protection, garbage collection, and utility maintenance. The right of access is limited to the access normally used by the Club members their guests, or their assigns.

IN WITNESS WHEREOF, the said corporation has caused these presents to be signed by its President and attested to by its Assistant Secretary and its corporate seal to be affixed hereon by and with the authority of its Board of Directors this 25th day of March, 1980.

HIGH RIDGE COUNTRY CLUB, INC.,
a corporation in the State of Florida

Ralph Bierbaum

ATTEST:
Herbert L. Merin

ACKNOWLEDGMENT

STATE OF FLORIDA :
: SS
COUNTY OF PALM BEACH:

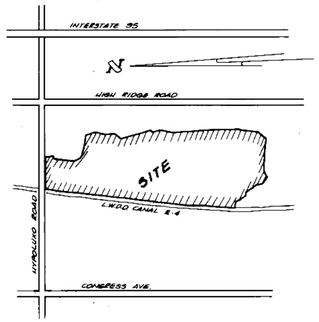
BEFORE ME personally appeared RALPH BIERBAUM and HERBERT L. MERIN, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and Asst Secretary of the High Ridge Country Club, Inc., a corporation, and severally acknowledged to and before me that they executed such instrument as such officers of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 25th day of March, 1980.

My commission expires:
[illegible]

Christine Harasey
Notary Public

CORPORATION NOTARY



LOCATION MAP
NOT TO SCALE

MORTGAGEE'S CONSENT

STATE OF FLORIDA :
: SS
COUNTY OF PALM BEACH:

The undersigned hereby certifies that it is the holder of a mortgage upon the property described hereon and does hereby join in and consent to the dedication of the land described in said dedication by the owner thereof and agrees that its mortgage which is recorded in Official Record Book 8182 at page 1492 & 1508 of the public records of Palm Beach County, Florida, shall be subordinated to the dedication shown hereon.

IN WITNESS WHEREOF, the said corporation has caused these presents to be signed by its SENIOR VICE-PRESIDENT and attested to by its LOAN OFFICER and its corporate seal to be affixed hereon by and with the authority of its Board of Directors this 26th day of MARCH, 1980.

FIRST MARINE BANK & TRUST COMPANY OF THE PALM BEACHES
By: R. J. Fogleman

ATTEST: Barbara Walsh

ACKNOWLEDGMENT

STATE OF FLORIDA :
: SS
COUNTY OF PALM BEACH:

BEFORE ME personally appeared R.I. FOGLEMAN and BARBARA WALSH, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as SENIOR VICE-PRESIDENT and LOAN OFFICER of the FIRST MARINE BANK & TRUST COMPANY OF THE PALM BEACHES, a corporation and severally acknowledged to and before me that they executed such instrument as such officers of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 26th day of MARCH, 1980.

My commission expires:
MAY 20, 1982

Margaret K. Backmyer
Notary Public

CORPORATION NOTARY

NOTE:

The owner or assigns is responsible for maintenance and operation of the drainage system and lakes including the control of aquatic weeds.

APPROVAL

City of Boynton Beach

This plat is hereby approved for record this 4th day of April, 1980.

By: Bobby Rascoe
Mayor

City Engineer

This plat is hereby approved for record this 4 day of April, 1980.

By: Thomas A Clark
City Engineer

City Commission

Attest: Theresa Pollyatt
City Clerk

City Engineer

TITLE CERTIFICATION

STATE OF FLORIDA :
: SS
COUNTY OF PALM BEACH:

I, JERRY E. ARON, a duly licensed attorney in the State of Florida, do hereby certify that I have examined the title to the hereon described property; that as of March 14, 1980, I find apparent record title to the property vested in High Ridge Country Club, Inc., that the current taxes have been paid; and that the property is encumbered by the mortgage shown hereon; and I find all recorded mortgages not satisfied or released of record are shown and are true and correct.

Jerry E Aron
Date: 3/25/80

City Clerk

SURVEYOR'S CERTIFICATE

This is to certify that the plat shown hereon is a true and correct representation of a survey made under my responsible direction and supervision and that said survey is accurate to the best of my knowledge and belief and that (P.R.M.'s) Permanent Reference Monuments have been placed as required by law and that (P.C.P.'s) will be set under the guarantees posted with the Board of County Commissioners for the Required Improvements and further that the survey data complies with all the requirements of Chapter 177 Florida Statutes, as amended, and ordinances of Palm Beach County, Florida.

James L Kramer
Registered Surveyor No. 2588
State of Florida

SURVEYOR

This instrument was prepared by:
James L. Kramer, PLS
Adair & Brady, Inc.
1958 S. Congress Avenue
West Palm Beach, Florida

ADAIR & BRADY INC
CONSULTING ENGINEERS & LAND SURVEYORS

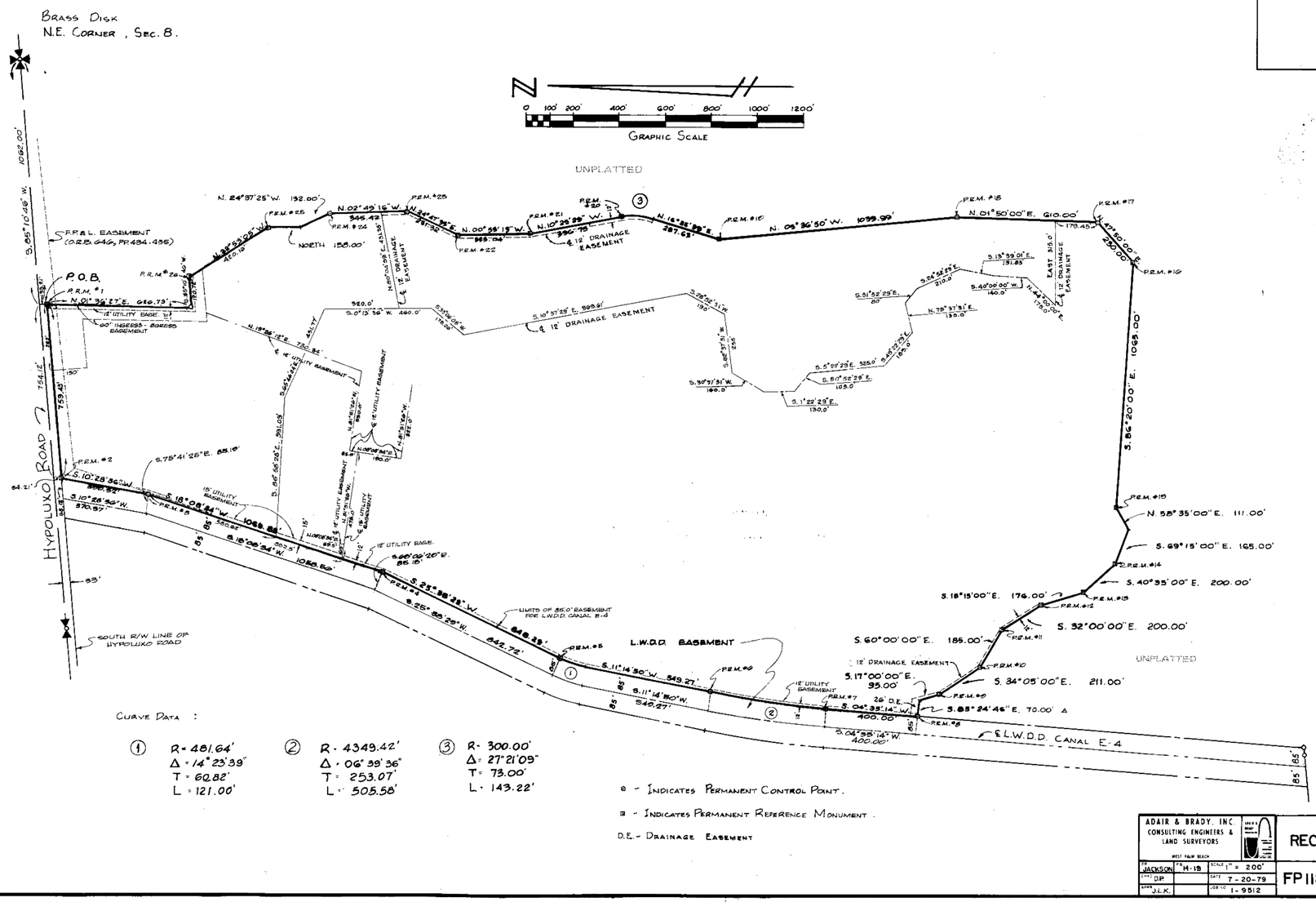
BY JACKSON	PB.	SCALE NO SCALE	RECORD PLAT
CHKD. D.P.		DATE 7-23-79	FP1184
APPR.		JOB NO. 1-9512	SHEET 1 OF 2

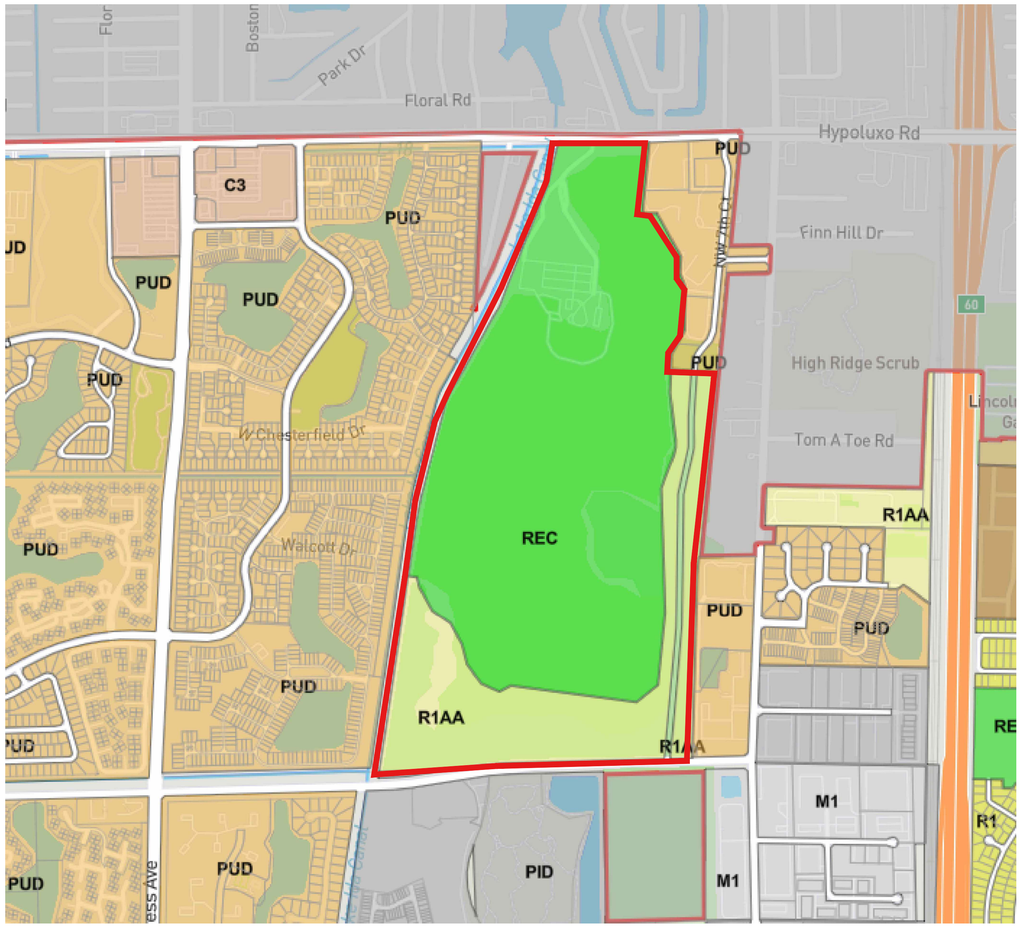
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HIGH RIDGE COUNTRY CLUB

IN SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST,
PALM BEACH COUNTY, FLORIDA
FEBRUARY 1980

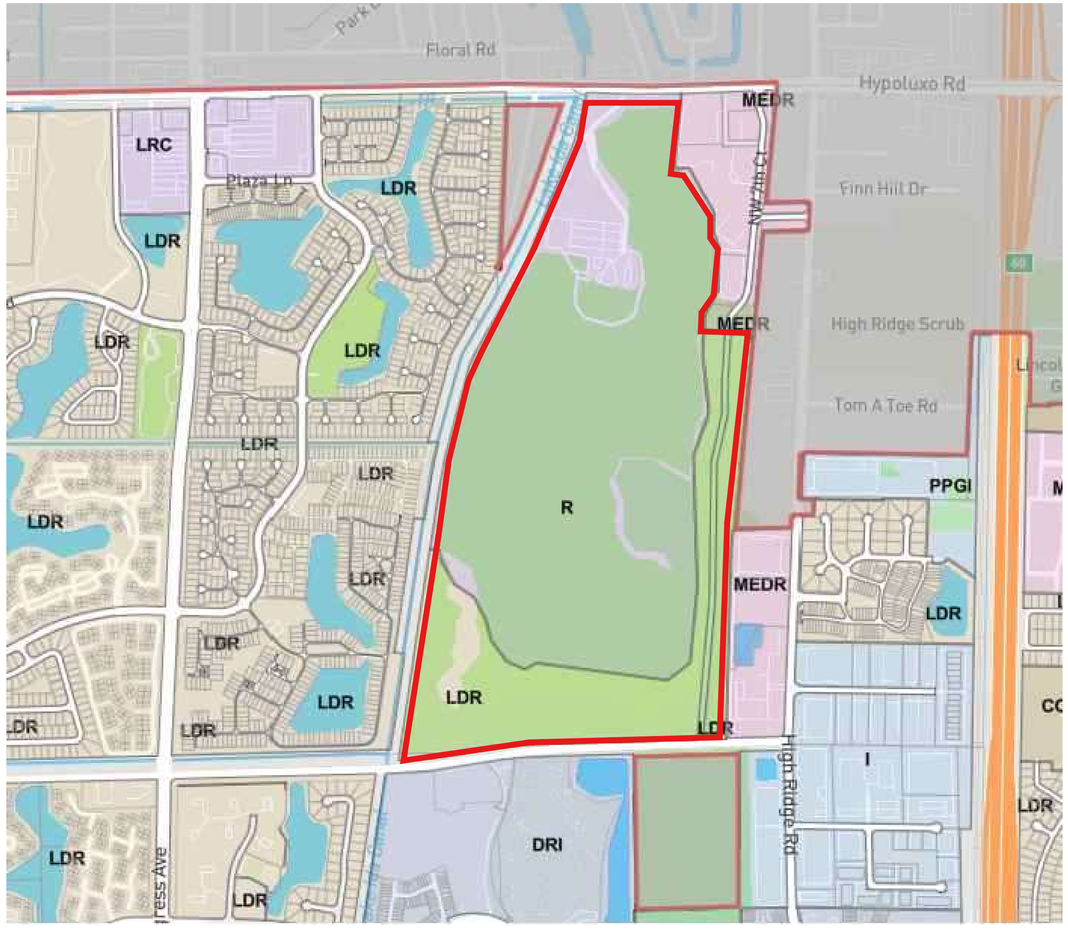
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Brass Disk
N.E. Corner, Sec. 8.
N
0 100' 200' 400' 600' 800' 1000' 1200'
Graphic Scale
UNPLATTED
N. 24°37'25"W. 132.00'
P.R.M. #25
N.02°49'16"W. 345.42
P.R.M. #24
N.24°47'45"E. 287.32
N.00°58'19"W. 348.04
P.R.M. #22
P.R.M. #21
N.10°28'39"W. 396.75
P.R.M. #20
12' DRAINAGE EASEMENT
N.16°56'29"E. 287.63'
P.R.M. #19
N. 09°36'50"W. 1099.99'
P.R.M. #18
N.01°50'00"E. 610.00'
P.R.M. #17
N.47°50'00"E. 250.00'
P.R.M. #16
S.85°10'46"W. 1062.00'
F.P.&L. EASEMENT (O.R.B. 646, PG. 436)
P.O.B.
P.R.M. #1
N.01°36'27"E. 616.73'
P.R.M. #26
N.35°53'22"W. 40.10'
NORTH 158.00'
16' UTILITY EASE.
60' INGRESS-EGRESS EASEMENT
N.89°04'09"E. 431.36'
12' DRAINAGE EASEMENT
960.0'
S.0°13'36"W. 480.0'
S.10°57'25"E. 909.91'
12' DRAINAGE EASEMENT
S.28°58'31"W. 130'
S.61°37'51"W. 255'
S.30°51'51"W. 180.0'
S.5°00'29"E. 325.0'
S.61°52'29"E. 105.0'
S.1°22'29"E. 130.0'
S.61°52'29"E. 80'
S.24°58'29"E. 210.0'
S.19°39'01"E. 191.85'
S.40°00'00"W. 140.0'
N.75°37'31"E. 130.0'
N.42°00'00"E. 170.0'
EAST 315.0'
12' DRAINAGE EASEMENT
170.45'
S.85°20'00"E. 1069.00'
P.R.M. #15
N. 58°35'00"E. 111.00'
S. 69°15'00"E. 165.00'
P.R.M. #14
S. 40°35'00"E. 200.00'
S.18°15'00"E. 176.00'
P.R.M. #13
P.R.M. #12
S. 32°00'00"E. 200.00'
P.R.M. #11
S.60°00'00"E. 185.00'
UNPLATTED
12' DRAINAGE EASEMENT
S.17°00'00"E. 95.00
P.R.M. #10
S. 34°05'00"E. 211.00'
P.R.M. #9
12' UTILITY EASEMENT
P.R.M. #7
S.04°38'14"W. 400.00'
S.85°24'46"E. 70.00'
P.R.M. #8
26' D.E.
S.04°38'14"W. 400.00'
E.L.W.D.D. CANAL E-4
85'
HYPOLUXO ROAD
754.12'
759.42'
S.10°28'36"W. 898.92'
P.R.M. #2
S.75°41'25"E. 85.10'
S.18°08'24"W. 1058.88'
P.R.M. #3
S.10°28'36"W. 870.87'
S.18°08'24"W. 1058.88'
P.R.M. #4
S.25°36'28"W. 842.72'
S.11°14'50"W. 549.27'
S.11°14'50"W. 540.27'
15' UTILITY EASEMENT
N.89°04'09"E. 431.36'
12' DRAINAGE EASEMENT
S.89°04'09"W. 431.36'
12' UTILITY EASE.
N.0°58'19"W. 348.04'
N.89°31'49"W. 180.0'
S.0°58'19"E. 291.05'
S.89°04'09"W. 431.36'
12' UTILITY EASEMENT
N.0°58'19"W. 278.0'
N.89°31'49"W. 180.0'
12' UTILITY EASEMENT
N.89°04'09"E. 85.15'
12' UTILITY EASE.
S.89°04'09"W. 85.15'
15' UTILITY EASEMENT
N.0°58'19"W. 278.0'
N.89°31'49"W. 180.0'
12' UTILITY EASEMENT
85'
85'
85'



ZONING MAP - REC/R1AA*

NORTH



LAND USE MAP - R/LDR**

NORTH

* ZONING R1AA PROPOSED TO BE REZONED TO REC UNDER APPLICATION #2025.03.1590

** LAND USE LDR PROPOSED TO E AMENDED TO R UNDER APPLICATION #2025.03.1591

Dennis R Shultz

Digitally signed by Dennis R Shultz
DN: c=US, o=Flynn Engineering Services P.A., dnQualifier=A01410D000001920AF16B4B000180A1, cn=Dennis R Shultz
Date: 2025.07.01 14:05:37 -04'00'

DENNIS R. SHULTZ LICENSE No 56159 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY DENNIS R. SHULTZ, P.E. ON Jul 01, 2025

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

FLYNN ENGINEERING
241 COMMERCIAL BLVD., LAUDERDALE-BY-THE-SEA, FL 33308
PHONE (954) 522-1004 | WWW.FLYNNENGINEERING.COM
EB# 6578

Sheet Title: ZONING AND LAND USE MAP

Job Title: HIGH RIDGE COUNTRY CLUB
2400 HYPOLUXO ROAD,
BOYNTON BEACH, FLORIDA 33462

NORTH

Revisions

1		
2		
3		
4		
5		
6		
7		
8		

Phase:
DRC
DOCUMENTS

SEAL

Scale: 1"=180'	Date 07/01/25
Job No. 24-1833.00	Plot Date 07/01/25
Drawn by JMG	Sheet No. C0
Proj. Mgr. DRS	
Appr. by DRS	1 of 1

673



LOCATION MAP
NTS

NORTH

LEGAL DESCRIPTION
HIGH RIDGE COUNTRY CLUB ALL OF PLAT (LESS HYPOLUXO RD R/W)

LEGEND:

- EXISTING FUTURE LAND USE: LDR (LOW DENSITY RESIDENTIAL)
- EXISTING FUTURE LAND USE: R (RECREATIONAL)

EXISTING FUTURE LAND USE MAP

This document has been digitally signed and sealed by Blake M. Kidwell on 03/12/2025.

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241 COMMERCIAL BLVD., LAUDERDALE-BY-THE-SEA, FL 33308
PHONE (954) 522-1004 | WWW.FLYNNENGINEERING.COM
EB# 6578

Sheet Title: EXISTING FUTURE LAND USE MAP

Job Title: HIGH RIDGE COUNTRY CLUB
COMPREHENSIVE PLAN AMENDMENT
(FUTURE LAND USE MAP)
2400 HYPOLUXO ROAD,
BOYNTON BEACH, FLORIDA 33462

NORTH

Revisions

1		
2		
3		
4		
5		
6		
7		
8		

Phase:
DRC
DOCUMENTS

BLAKE M. KIDWELL LICENSE No 91488 STATE OF FLORIDA PROFESSIONAL ENGINEER

Scale: 1"=180'	Date 03/12/25
Job No. 24-1833.00	Plot Date 03/12/25
Drawn by JMG	Sheet No. X1
Proj. Mgr. DRS	
Appr. by DRS	1 of 1



PROPOSED FUTURE LAND USE MAP

LOCATION MAP
NTS

NORTH

LEGAL DESCRIPTION
HIGH RIDGE COUNTRY CLUB ALL OF PLAT (LESS HYPOLUXO RD R/W)

LEGEND:

PROPOSED FUTURE LAND USE: R (RECREATIONAL)

This document has been digitally signed and sealed by Blake M. Kidwell on 03/12/2025.

Printed copies of this document are not considered signed and sealed.

FLYNN ENGINEERING
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PHONE (954) 522-1004 | WWW.FLYNNENGINEERING.COM
EB# 6578

Sheet Title
PROPOSED FUTURE LAND USE MAP

Job Title
HIGH RIDGE COUNTRY CLUB
COMPREHENSIVE PLAN AMENDMENT
(FUTURE LAND USE MAP)
2400 HYPOLUXO ROAD,
BOYNTON BEACH, FLORIDA 33462

NORTH

Revisions

1		
2		
3		
4		
5		
6		
7		
8		

Phase:
DRC
DOCUMENTS

BLAKE M. KIDWELL LICENSE No 91488 STATE OF FLORIDA PROFESSIONAL ENGINEER

Scale: 1"=180'	Date 03/12/25
Job No. 24-1833.00	Plot Date 03/12/25
Drawn by JMG	Sheet No. X2
Proj. Mgr. DRS	
Appr. by DRS	1 of 1

BOUNDARY SURVEY
HIGH RIDGE COUNTRY CLUB

DESCRIPTION

PARCEL 1:

A TRACT OF LAND IN SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING AND BEING IN SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCING AT THE N.E. CORNER OF SAID SECTION 8, THENCE S 88° 35' 54" W ALONG THE NORTH LINE OF SAID SECTION 8 A DISTANCE OF 1062.00 FEET.

THENCE S 05° 01' 35" W A DISTANCE OF 64.24 FEET TO THE NORTHWEST CORNER OF STANFORD PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 67, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA , AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THE NEXT 8 COURSES ARE ALONG THE WEST LINE OF SAID STANFORD PARK AND COTERMINOUS WITH THE EAST LINE OF HIGH RIDGE COUNTRY CLUB ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 39, PAGE137, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

1.THENCE S 05° 01' 35" W A DISTANCE OF 595.77 FEET ;

2.THENCE N 88° 35' 54" E A DISTANCE OF 120.73 FEET;

3.THENCE S 29° 27' 57" E A DISTANCE OF 420.16 FEET;

4.THENCE S 03° 25' 08" W A DISTANCE OF 138.00 FEET;

5.THENCE S 21° 12' 17" E A DISTANCE OF 132.00 FEET;

6.THENCE S 00° 35' 52" W A DISTANCE OF 345.42 FEET;

7.THENCE S 28° 12' 41" W A DISTANCE OF 231.32 FEET;

8.THENCE S 02° 31' 55" W A DISTANCE OF 121.78 FEET;

THENCE S 86° 34' 52" E ALONG THE SOUTH LINE OF SAID STANFORD PARK A DISTANCE OF 384.32 FEET;

THENCE S 05° 01' 45" W ALONG THE WEST LINE OF HIGH RIDGE SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 22, PAGE 6, PUBLIC RECORDS OF PALM COUNTY, FLORIDA, A DISTANCE OF 1708.64 FEET;

THENCE CONTINUE ALONG SAID WEST LINE S 01° 09' 29" W A DISTANCE OF 1535.84 FEET;

THENCE S 88° 07' 03" W ALONG A LINE 54.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 8, SAID LINE ALSO BEING THE NORTH RIGHT OF WAY LINE OF MINER ROAD AS DESCRIBED IN OFFICIAL RECORD BOOK 4431, PAGE 492, AND OFFICIAL RECORD BOOK 5410, PAGE 1464,A DISTANCE OF 1531.54 FEET;

THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2354.00 FEET AND A CENTRAL ANGLE OF 07° 50' 43" FOR AN ARC LENGTH OF 322.32 FEET, SAID CURVE HAVING A CHORD BEARING OF S 84° 11' 42" W A DISTANCE OF 322.07 FEET;

THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY S 80° 16' 20" W A DISTANCE OF 234.19 FEET;

THENCE S 88° 07' 05" W ALONG THE SAID SOUTH LINE OF SECTION 8, A DISTANCE OF 547.87 FEET;

THE NEXT 7 COURSES ARE ALONG THE WEST LINE OF THE LAKE WORTH DRAINAGE DISTRICT CANAL E-4 PER OFFICIAL RECORD BOOK 3168, PAGE 850, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

1.THENCE N 08° 00' 41" E A DISTANCE OF 2067.55 FEET;

2.THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4349.42 FEET AND A CENTRAL ANGLE OF 06° 39' 36" FOR AN ARC LENGTH OF 505.57 FEET, SAID CURVE HAVING A CHORD BEARING OF N 11° 20' 29" E A DISTANCE OF 505.29 FEET;

3.THENCE N 14° 40' 17" E A DISTANCE OF 549.27 FEET;

4.THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 481.64 FEET AND A CENTRAL ANGLE OF 14° 23' 39" FOR AN ARC LENGTH OF 121.00 FEET, SAID CURVE HAVING A CHORD BEARING OF N 21° 52' 07" E A DISTANCE OF 120.68 FEET;

5.THENCE N 29° 03' 56" E A DISTANCE OF 848.29 FEET;

6.THENCE N 21° 34' 01" E A DISTANCE OF1069.83 FEET ;

7.THENCE N 13° 54' 03" E A DISTANCE OF 380.34 FEET ;

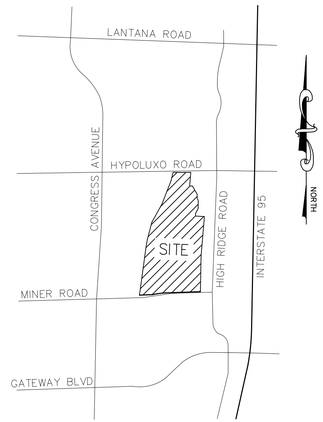
THENCE S 88° 30' 00" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF HYPOLUXO ROAD PER OFFICIAL RECORD BOOK 5643, PAGE 1607, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 275.52 FEET ;

THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5781.58 FEET AND A CENTRAL ANGLE OF 02° 54' 06" FOR AN ARC LENGTH OF 292.80 FEET, SAID CURVE HAVING A CHORD BEARING OF S 89° 57' 03" E A DISTANCE OF 292.77 FEET;

THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY N 88° 35' 54" E A DISTANCE OF 193.91 FEET, TO THE POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM N.W. 7TH COURT AS SUCH WAS GRANTED TO THE CITY OF BOYNTON BEACH, FLORIDA, PER OFFICIAL RECORD BOOK 4020, PAGE 1476, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THE AREA BEING 10213238.1 SQ.FT. OR 234.464 ACRES.



LOCATION MAP
(NOT TO SCALE)

NOTES
COORDINATES, BEARINGS AND DISTANCES

COORDINATES SHOWN ARE GRID
DATUM = NAD 83 (90/98 ADJUSTMENT)
ZONE = FLORIDA EAST
LINEAR UNIT = US SURVEY FEET
COORDINATE SYSTEM 1983 STATE PLANE
TRANSVERSE MERCATOR PROJECTION
ALL DISTANCES ARE GROUND
SCALE FACTOR = 1.000044382
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
BEARINGS AS SHOWN HEREON ARE GRID DATUM,
NAD 83 (90/98 ADJUSTMENT), FLORIDA EAST ZONE.

PROPERTY INFORMATION REPORT

a. MORTGAGE EXECUTED BY HIGH RIDGE COUNTRY CLUB, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION IN FAVOR OF FLORIDA COMMUNITY BANK, N.A., GIVEN TO SECURE THE ORIGINAL PRINCIPAL SUM OF $25000000.00, DATED 12/06/2017 AND RECORDED 12/15/2017 IN OFFICIAL RECORDS BOOK 29532, PAGE 1423, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. **[AFFECTS NOT PLOTTED]**

b. NOTICE OF COMMENCEMENT RECORDED 08/15/2024 IN OFFICIAL RECORDS BOOK 35211, PAGE 384, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.**[AFFECTS NOT PLOTTABLE]**

c. NOTICE OF COMMENCEMENT RECORDED 11/13/2024 IN OFFICIAL RECORDS BOOK 35385, PAGE 68, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.**[AFFECTS NOT PLOTTABLE]**

d. RESTRICTIONS, DEDICATIONS, RESERVATIONS, SETBACKS AND EASEMENTS, IF ANY, AS INDICATED AND/OR SHOWN ON THAT CERTAIN PLAT RECORDED IN PLAT BOOK 39, AT PAGE(S) 137, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. **[AFFECTS AS SHOWN]**

e. EASEMENT(S) IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED IN OFFICIAL RECORDS BOOK 30707, PAGE 55, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.**[AFFECTS AS SHOWN]**

f. EASEMENT(S) IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED IN OFFICIAL RECORDS BOOK 6132, PAGE 289, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.**[AFFECTS AS SHOWN]**

g. RESOLUTION OF THE LAKE WORTH DRAINAGE DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 3168, PAGE 591, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.**[AFFECTS AS SHOWN]**

NOTES

1. THIS SURVEY OR REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
2. SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR.
3. PROPERTY INFORMATION REPORT HEREON WAS ABSTRACTED BY WESTCOR LAND TITLE INSURANCE COMPANY, FILE NUMBER :WTS-25-025061, EFFECTIVE SEARCH DATE: FROM 3/9/1987 THROUGH 4/1/2025 @ 8:00 AM, SCHEDULE B-SECTION II EXCEPTIONS WERE REVIEWED BY THIS OFFICE AND ALL PLOTTABLE EXCEPTIONS ARE SHOWN HEREON.
4. ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
5. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF S88°35'54"W ALONG NORTH LINE OF SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT) AND BASED ON FIELD MEASUREMENTS.
6. THE "DESCRIPTION" SHOWN HEREON IS IN ACCORD WITH THE DESCRIPTION PROVIDED BY THE CLIENT.
7. UNDERGROUND FOUNDATIONS WERE NOT LOCATED.
8. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
9. FLOOD ZONE: "X & AE EL 9"; COMMUNITY PANEL NO. 12099C0779G & 12099C0787G; DATE: 12/20/2024.
9. BENCHMARK ORIGIN DESCRIPTION: PALM BEACH COUNTY BENCHMARK "TWINS". ELEVATION = 16.051' (NGVD29) – 1.542' = 14.509' (NAVD88)
10. THIS SURVEY CANNOT BE TRANSFERRED OR ASSIGNED WITHOUT THE SPECIFIC WRITTEN PERMISSION OF CAULFIELD & WHEELER, INC. THIS SURVEY IS NOT TRANSFERABLE BY OWNERS AFFIDAVIT OF SURVEY OR SIMILAR INSTRUMENT.
11. THE SURVEY SKETCH SHOWN HEREON DOES NOT NECESSARILY CONTAIN ALL OF THE INFORMATION OBTAINED OR DEVELOPED BY THE UNDERSIGNED SURVEYOR IN HIS FIELD WORK, OFFICE WORK OR RESEARCH.
12. REVISIONS SHOWN HEREON DO NOT REPRESENT A "SURVEY UPDATE" UNLESS OTHERWISE NOTED.
13. ALL DATES SHOWN WITHIN THE REVISIONS BLOCK HEREON ARE FOR INTEROFFICE FILING USE ONLY AND IN NO WAY AFFECT THE DATE OF THE FIELD SURVEY STATED HEREIN.
14. IT IS A VIOLATION OF RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
15. THE OWNERSHIP OF FENCES, PERIMETER WALLS AND/OR HEDGES SHOWN HEREON ARE NOT KNOWN AND THUS ARE NOT LISTED AS ENCROACHMENTS. FENCES, HEDGES AND/OR PERIMETER WALLS ARE SHOWN IN THEIR RELATIVE POSITION TO THE BOUNDARY.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED BOUNDARY SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION ON MARCH 27, 2025. I FURTHER CERTIFY THAT THIS BOUNDARY SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.

BY	DATE	REVISIONS
SF	5-16-25	ADD PROPERTY INFORMATION REPORT
EJS	4-29-25	ADDED SCOPE PER CLIENT
AMS	3-27-25	UPDATED CLUB HOUSE

FILE NAME 7907 SUR5

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

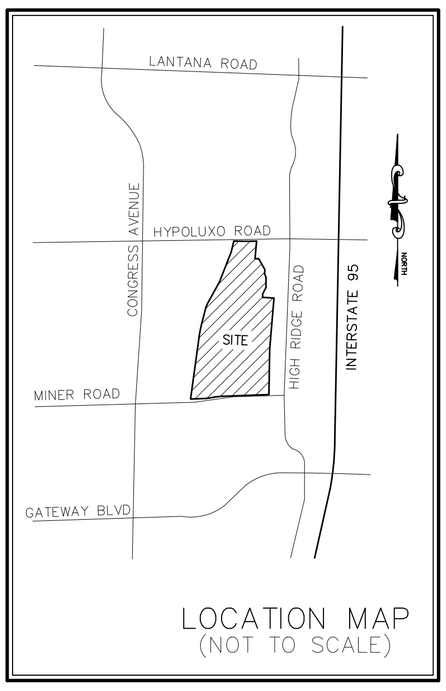
HIGH RIDGE COUNTRY CLUB
BOUNDARY SURVEY

DATE 3/15/25
DRAWN BY SF
F.B./ PG. HDS
SCALE AS SHOWN

Digitally signed by David Lindley
Date: 2025.05.16 13:13:49 -04'00'
Adobe Acrobat version: 2025.001.20474

DAVID P. LINDLEY
REGISTERED LAND SURVEYOR NO. 5005
STATE OF FLORIDA
L.B. 3591

JOB # 7907
SHT.NO. 1
OF 5 SHEETS



LOCATION MAP
(NOT TO SCALE)

GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)
1 INCH = 200 FT.

NORTH

LEGEND

A/C – AIR CONDITIONER
A – ARC LENGTH
ALUM. – ALUMINUM
B.E. – BUFFER EASEMENT
C.B. – CHORD BEARING
CLF – CHAIN LINK FENCE
CONC. – CONCRETE
COV. COVERED
D.E. – DRAINAGE EASEMENT
ELEC. – ELECTRIC
ELEV. – ELEVATION
EQUIP. – EQUIPMENT
ESMT. – EASEMENT
EXIST. – EXISTING
F.P.L.–FLORIDA POWER & LIGHT
FIN. – FINISHED
FLR. – FLOOR
FND. – FOUND
I.R./CAP – IRON ROD & CAP
I.E.E. – INGRESS–EGRESS EASEMENT
IRR. – IRRIGATION
L.C. – LENGTH OF CHORD
O/S – BUILDING OFFSET
O.R.B. – OFFICIAL RECORD BOOK
P.B. – PLAT BOOK
P.B.C.R. – PALM BEACH COUNTY RECORD
P.O.B. – POINT OF BEGINNING
P.O.C.– POINT OF COMMENCEMENT
PGS – PAGE(S)
P.R.M.–PERMANENT REFERENCE MONUMENT
Q.P.B.B.3 – QUANTUM PARK AT BOYNTON BEACH P.I.D. PLAT NO. 3
R – RADIUS
R/W – RIGHT–OF–WAY
RGE. – RANGE
SEC – SECTION
Δ – DELTA (CENTRAL ANGLE)
SQ. FT. – SQUARE FEET
T – TANGENT LENGTH
TWP. – TOWNSHIP
TYP. – TYPICAL
U.E. – UTILITY EASEMENT
℄ – CENTER LINE
I.E.E. – INGRESS/EGRESS EASEMENT

– FLOOD ZONE "AE EL 9" (SHADED AREA)

– FLOOD ZONE "X" (UNSHADED AREA)

POC
N.E. CORNER OF SEC. 8–45S–43E PER P.B.C PUBLISHED COORDINATES

POB
N.W. CORNER OF STANFORD PARK P.B. 46, PG. 67 SET I.R./CAP #3591

CB=S89°57'03"E
LC=292.77'
R=5781.58'
A=292.80'
Δ=2°54'06"

N88°35'54"E 193.91'

CENTERLINE HYPOLUXO ROAD PER PALM BEACH COUNTY, FLORIDA RIGHT OF WAY MAP NO. 3–80–631R/W

S. R/W OF HYPOLUXO ROAD

S88°30'00"E 275.52'

ADDITIONAL R/W (ORB 5643, PG. 1607)

ADDITIONAL R/W (ORB 5596, PG. 644)

N. LINE OF SEC. 8–45S–43E BEARING BASIS

S88°35'54"W 1062.00'

S05°01'35"W 64.24'

SET N/D #3591

SET I.R./CAP #3591

52'

33'

TRACT 1
STANFORD PARK
P.B. 46, PG.67
Owners LEWAT CORP
Location 7180 HYPOLUXO RD
Municipality BOYNTON BEACH
Parcel No. 08434508040010000
Subdivision STANFORD PARK
Use Type 7800 – SANI/ REST HOME

TRACT 2
STANFORD PARK
P.B. 46, PG.67
Owners CNL RETIREMENT HB2 BOYNTON BEACH FL LP
Municipality BOYNTON BEACH
Parcel No. 08434508040020000
Subdivision STANFORD PARK
Use Type 9400 – R/W – BUFFER

TRACT 3
STANFORD PARK
P.B. 46, PG.67
Owners 3RN LLC
Location 4745 NW 7TH CT
Municipality BOYNTON BEACH
Parcel No. 08434508040030010
Subdivision STANFORD PARK
Use Type 1700 – OFFICE ONE STORY

TRACT 4
STANFORD PARK
P.B. 46, PG.67
SEE INFO NOTE "B" THIS SHEET

TRACT 5
STANFORD PARK
P.B. 46, PG.67
SEE INFO NOTE "A" THIS SHEET

TRACT 6
STANFORD PARK
P.B. 46, PG.67
SEE INFO NOTE "A" THIS SHEET

TRACT 7
STANFORD PARK
P.B. 46, PG.67
SEE INFO NOTE "A" THIS SHEET

LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT 11
LOT 12
LOT 13
LOT 14
LOT 15
LOT 16
LOT 17
LOT 18
LOT 19
LOT 20
LOT 21
LOT 22
LOT 23
LOT 24
LOT 25
LOT 26
LOT 27
LOT 28
LOT 29
LOT 30
LOT 31
LOT 32

N.W. 7TH COURT

60' I.E.E. PB. 39, PG. 137

12' U.E. PB. 46, PG. 67

20' I.E.E., U.E. & D.E. PB. 46, PG. 67

3' LANDSCAPE ESMT. PB. 46, PG. 67

12' U.E. PB. 46, PG. 67

W. LINE OF STANFORD PARK

S5°01'35"W 595.77'

E. LINE OF HIGH RIDGE COUNTRY CLUB PB. 39, PG 137

12' U.E. PB. 39, PG. 137

12' U.E. ORB. 4947, PG. 378 ORB. 5110, PG. 924

10' FPL ESMT. ORB. 3875, PG. 1647

15' U.E. PB. 39, PG. 137

SET I.R./CAP @ 5 FOOT OFFSET ONLINE #3591

N88°35'54"E 120.73'

Owners HCP HB2 MANOR–POINTE NEWPORT PLACE, LLC
Location 4735 NW 7TH CT
Municipality BOYNTON BEACH
Parcel No. 08434508040040010
Subdivision STANFORD PARK
Use Type 0600 – RETIREMENT

S29°27'57"E 420.16'

FND. I.R./CAP #4396

S3°25'08"W 138.00'

S21°12'17"E 132.00'

S0°35'52"W 345.42'

BENCHMARK #2
SET IRON ROD & CAP LB3591
N: 813411.09
E: 957257.74

12' D.E. PB. 46, PG. 67

12' D.E. PB. 39, PG. 137

FND. I.R.

S28°12'41"W 231.32'

S2°31'55"W 121.78'

FND. I.R./CAP "A/B"

S86°34'52"E 384.32'

165.30'

159.02'

S86°34'52"E 60.00'

S. LINE OF STANFORD PARK

SET I.R./CAP #3591

HIGH RIDGE SUBDIVISION (P.B. 22, PG. 6)

W. LINE OF HIGH RIDGE SUBDIVISION

N03°25'08"E 350.00'

S03°25'08"W 350.00'

Δ=7°00'00"
R=1910.23'
L=233.38'
CB=N0°04'52"W
LC=233.23'

Δ=7°00'00"
R=1850.23'
L=226.05'
CB=S0°04'52"E
LC=225.91'

Δ=17°00'00"
R=430.00'
L=127.58'
CB=N4°55'09"E
LC=127.12'

Δ=17°00'00"
R=490.00'
L=145.39'
CB=N4°55'09"E
LC=144.85'

Δ=13°23'14"
R=330.00'
L=77.10'
CB=N6°43'31"E
LC=76.93'

Δ=13°23'14"
R=270.00'
L=63.09'
CB=S6°43'31"W
LC=62.94'

N13°25'08"E 290.00'

S13°25'08"W 290.00'

CENTERLINE OF N.W. 7TH COURT

N00°01'54"E 788.67'

S00°01'54"W 788.67'

E. LINE OF SEC. 8–45S–43E

S5°01'45"W 1708.64'

NOT PLATTED

IMAGINE CHARTER SCHOOL AT BOYNTON BEACH (P.B. 112, PG. 186)

FND. CONCRETE MONUMENT "M/L"

HIGH RIDGE LANDING (P.B. 119, PG. 123)

HIGH RIDGE ROAD
(80' RIGHT OF WAY)
(ORB 21388, PG 1545)
(ORB 6339, PG. 269)

S1°09'29"W 1535.84'

LESS & EXCEPT PORTION
(CROSSHATCHED)
N.W. 7TH COURT
(60' RIGHT–OF–WAY)
(ORB. 4020 PG. 1476)

Δ=4°51'00"
R=6697.00'
L=566.89'
CB=N2°27'24"E
LC=566.72'

Δ=4°51'00"
R=6757.00'
L=571.97'
CB=S2°27'24"W
LC=571.80'

12' D.E. PB. 39, PG. 137

HIGH RIDGE COUNTRY CLUB
(P.B. 39, PG.137)

Owners HIGH RIDGE COUNTRY CLUB INC
Location 2400 HYPOLUXO RD
Municipality BOYNTON BEACH
Parcel No. 08434508020000010
Subdivision HIGH RIDGE COUNTRY CLUB
Use Type 3800 – GOLF COURSE

L.W.D.D. TO HAVE CERTAIN LANDS IN SAID PETITION , ANNEXED AND INCLUDED INTO THE BOUNDARIES OF THE L.W.D.D. ORB. 3168, PG. 591

L.W.D.D. E–4 CANAL (170' RIGHT OF WAY)

85' L.W.D.D RIGHT OF WAY (ORB 3030, PG.1930)

85' L.W.D.D RIGHT OF WAY (ORB 3168, PG.850)

N13°54'03"E 380.34'

N21°34'01"E 1069.83'

N29°03'56"E 848.29'

N14°40'17"E 549.27'

N8°00'41"E 2067.55'

CB=N21°52'07"E
LC=120.68'
R=481.64'
A=121.00'
Δ=14°23'39"

CB=N11°20'29"E
LC=505.29'
R=4349.42'
A=505.57'
Δ=6°39'36"

FLOOD ZONE "C"
FLOOD ZONE "B"

SET I.R./CAP #3591

12' U.E. PB. 39, PG. 137

12' D.E. PB. 39, PG. 137

15' U.E. PB. 39, PG. 137

12' FPL ESMT. ORB. 6132, PG. 289

12' U.E. PER PB. 39, PG. 137 RELEASED PER ORB. 6168, PG. 1515 (HATCHED)

12' FPL ESMT. ORB. 6132, PG. 289 ABANDONED (O.R.B 30707, PG. 55) (HATCHED)

W. LINE OF L.W.D.D. CANAL L–4

BENCHMARK #1
SET IRON ROD & CAP LB3591
N: 810192.52
E: 956188.43

NOT PLATTED

Owners HIGH RIDGE COUNTRY CLUB INC
Property detail
Location HYPOLUXO RD
Municipality BOYNTON BEACH
Parcel No. 08434508000001000
Use Type 3800 – GOLF COURSE

CB=S84°11'42"W
LC=322.07'
R=2354.00'
A=322.32'
Δ=7°50'43"

N04°52'54"E 839.03'

S04°52'54"W 831.91'

S88°07'03"W 60.42'

SET MAGNAIL & DISK #3591

181.41'

S88°07'03"W 1531.54'

S. LINE OF SEC. 8–45S–43E

MINER ROAD (108' RIGHT OF WAY)

MINER ROAD (114' RIGHT OF WAY) (ORB 4431, PG. 492) (ORB 6241, PG. 651)

MINER ROAD (ORB 5410, PG. 1464)

MINER ROAD (ORB 4431, PG. 492)

N. LINE OF MINER ROAD (ORB 4431, PG. 492)

54.00'

60'

54'

Q.P.B.B. 3 (P.B. 60, PG. 29)

S.E. CORNER OF SEC. 8–45S–43E FND. P.B.C. BRASS DISK

SET I.R./CAP #3591

FND. I.R./CAP "M/R" LB#48

20' U.E. (ORB 3456, PG. 692)

S80°16'20"W 234.19'

S88°07'05"W 547.87'

QUANTUM PARK AT BOYNTON BEACH
P.I.D. PLAT NO. 3
(P.B. 60, PG. 29)

PARCEL 2 FROM EXHIBIT "A"
(ORB 28307, PG. 1606)

INFO NOTE "A"
Owners CNL RETIREMENT HB2 BOYNTON BEACH FL LP
Municipality BOYNTON BEACH
Parcel No. 08434508040020000
Subdivision STANFORD PARK
Use Type 9400 – R/W – BUFFER

INFO NOTE "B"
Owners HCP HB2 MANOR–POINTE NEWPORT PLACE, LLC
Location 4733 NW 7TH CT
Municipality BOYNTON BEACH
Parcel No. 08434508040040020
Subdivision STANFORD PARK
Use Type 7800 – SANI/ REST HOME

JOB # 7907
SHT.NO. 2 OF 5 SHEETS

DATE 3/15/25
DRAWN BY SF
F.B./ PG. HDS
SCALE AS SHOWN

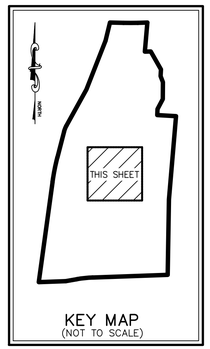
HIGH RIDGE COUNTRY CLUB
BOUNDARY SURVEY

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

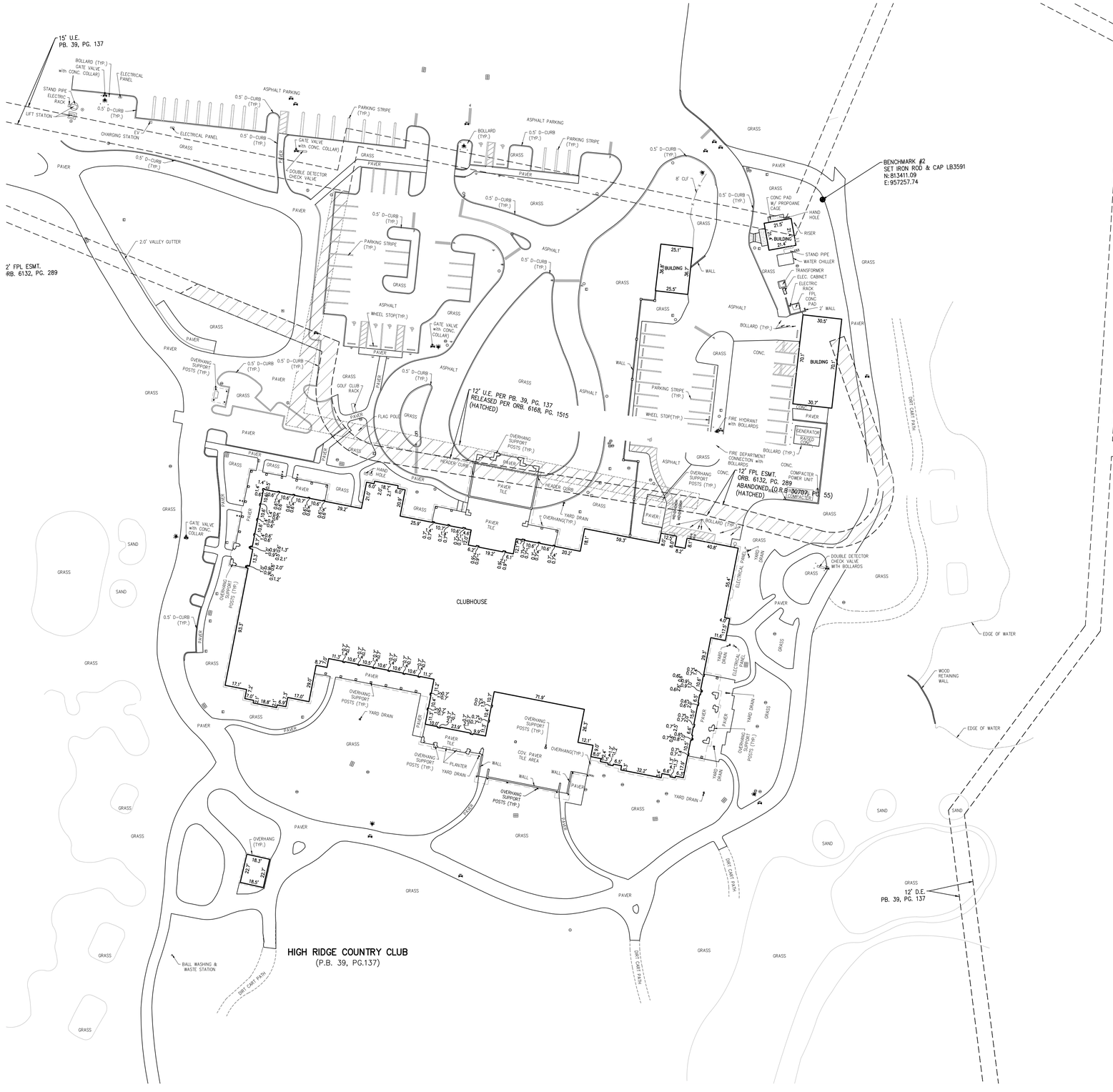
ADD PROPERTY INFORMATION REPORT	5–16–25	SF
ADDED SCOPE PER CLIENT	4–29–25	EJS
UPDATED CLUB HOUSE	3–27–25	AMS
REVISIONS	DATE	BY

FILE NAME 7907 SUR5

CLUBHOUSE LOCATIONS



KEY MAP
(NOT TO SCALE)





GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 INCH = 40 FT.

LEGEND

A/C – AIR CONDITIONER
L – ARC LENGTH
ALUM. – ALUMINUM
B.E. – BUFFER EASEMENT
C.O. – CLEANOUT
CLF – CHAIN LINK FENCE
CONC. – CONCRETE
COV. COVERED
D.E. – DRAINAGE EASEMENT
ELEC. – ELECTRIC
ELEV. – ELEVATION
EQUIP. – EQUIPMENT
ESMT. – EASEMENT
EXIST. – EXISTING
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FND. – FOUND
I.R./CAP – IRON ROD & CAP
INV. – INVERT
IRR. – IRRIGATION
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O.R.B. – OFFICIAL RECORD BOOK
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P.O.B. – POINT OF BEGINNING
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PGS – PAGE(S)
P.R.M.–PERMANENT REFERENCE MONUMENT
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R – RADIUS
R/W – RIGHT–OF–WAY
RGE. – RANGE
SEC – SECTION
Δ – DELTA (CENTRAL ANGLE)
CLF – CHAIN LINK FENCE
PIV – POST INDICATOR VALVE
SQ. FT. – SQUARE FEET
TWP. – TOWNSHIP
TYP. – TYPICAL
U.E. – UTILITY EASEMENT
W.M. – WATER METER
W.E. – WATER EASEMENT
S.E. – SANITARY EASEMENT
– LIGHT POLE
– FIRE HYDRANT
– CATCH BASIN
– WATER VALVE
– SET 5/8" IR/CAP LB 3591
– SANITARY MANHOLE
– DRAINAGE MANHOLE
– WOOD POWER POLE (UNLESS NOTED)
– CENTER LINE
– EXISTING ELEVATION
– TRAFFIC SIGN
– ELECTRICAL WIRES OVERHEAD
– ANCHOR
– WATER METER
– RPZ
– GROUND LIGHT
– ELECTRIC HAND HOLE
– IRRIGATION CONTROL VALVE
– CLEAN OUT
– TURF SPRINKLER

REVISIONS	DATE	BY
UPDATED CLUB HOUSE	3-27-25	AMS
ADDED SCOPE PER CLIENT	4-29-25	EJS
ADD PROPERTY INFORMATION REPORT	5-16-25	SF

FILE NAME 7907 SURS

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

HIGH RIDGE COUNTRY CLUB
BOUNDARY SURVEY

DATE	3/15/25
DRAWN BY	SF
F.B./ PG.	HDS
SCALE	1"=40

JOB # 7907
SHT.NO. 3
OF 5 SHEETS

NORTH

GRAPHIC SCALE

60 0 30 60 120

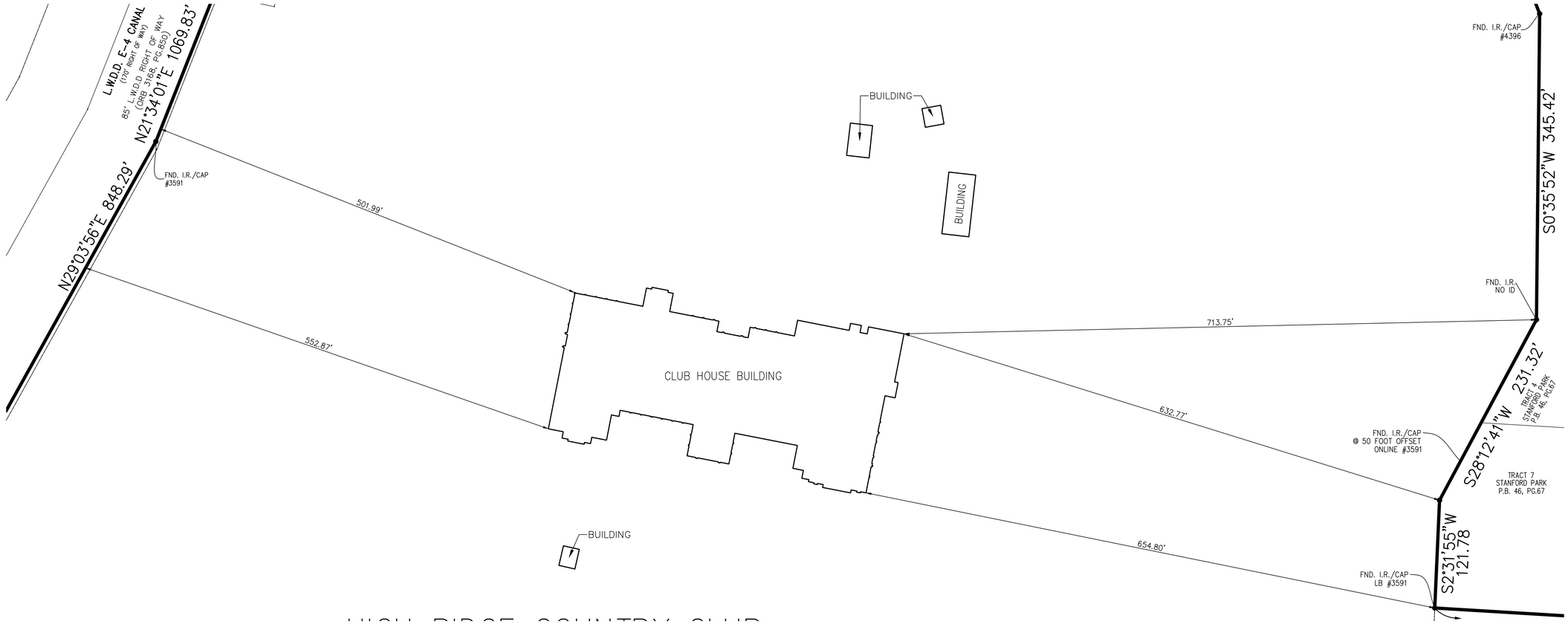
(IN FEET)
1 INCH = 60 FT.

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– RPZ
– GROUND LIGHT
– ELECTRIC HAND HOLE
– IRRIGATION CONTROL VALVE
– CLEAN OUT
– TURF SPRINKLER
– YARD DRAIN



REVISIONS	DATE	BY
ADD PROPERTY INFORMATION REPORT	5-16-25	SF
ADDED SCOPE PER CLIENT	4-29-25	EJS
UPDATED CLUB HOUSE	3-27-25	AMS

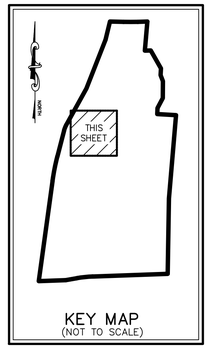
FILE NAME 7907survS

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PHONE (561)-392-1991 / FAX (561)-750-1452

HIGH RIDGE COUNTRY CLUB
BOUNDARY SURVEY

DATE	3/15/25
DRAWN BY	SF
F.B./ PG.	H.D.S
SCALE	1"=60

JOB # 7907
SHT.NO. 4
OF 5 SHEETS



KEY MAP
(NOT TO SCALE)

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 INCH = 40 FT.

LEGEND

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ALUM. – ALUMINUM
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– WATER METER
– RPZ
– GROUND LIGHT
– ELECTRIC HAND HOLE
– IRRIGATION CONTROL VALVE
– CLEAN OUT
– TURF SPRINKLER
484 – TREE LOCATION AND NUMBER

85' L.W.D.D. RIGHT OF WAY (ORB 3020, PG. 1830)

L.W.D.D. E-4 CANAL (170' RIGHT OF WAY)

85' L.W.D.D. RIGHT OF WAY (ORB 3168, PG. 850)

N21°34'01"E 1069.83'

10' FPL ESMT. ORB. 3875, PG. 1647

15' U.E. PB. 39, PG. 137

SET I.R./CAP #3591

HIGH RIDGE COUNTRY CLUB
(P.B. 39, PGS. 137–138, P.B.C.R.)

SITE BENCHMARK #4
SET NAIL & DISC LB 3591
N:814131.46
E:956875.57

SITE BENCHMARK #5
SET NAIL & DISC LB 3591
N:814131.46
E:956875.57

12' U.E. ORB. 4947, PG. 378 ORB. 5110, PG. 924

NORTH

SITE BENCHMARK #3
SET NAIL & DISC LB 3591
N:814003.57
E:956653.92

12' D.E. PB. 39, PG. 137

HIGH RIDGE COUNTRY CLUB
(P.B. 39, PGS. 137–138, P.B.C.R.)

TREE TABLE

TREE ID	TREE TYPE with TRUNK DIAMETER (IN INCHES)	PALM TREE HEIGHT (IN FEET)	NORTHING	EASTING
500	PALM 13	14	814142	956721
501	PALM 10	25	814163	956830
502	PALM 26	15	814139	956922
503	PALM 21	9	813981	956806
504	PINE 14		814173	956942
505	PINE 10		814173	956957
506	PINE 18		814184	956965
507	STRANGLER FIG 50		814110	956957
508	GUMBO LIMBO 15		814006	956701
509	PALM 7	10	813988	956732
510	PALM CLUSTER 4		814099	956743
511	PALM 12	17	814161	956936
512	PALM 18	10	814115	956853
513	PALM 25	10	814112	956856
514	PALM 36	10	814065	956821
515	PALM 18	17	813983	956798
516	OAK 12		813994	956760
517	PALM 16	12	814002	956738
518	GUMBO LIMBO 31		814073	956872
519	PALM CLUSTER 4		814101	956747
520	PALM CLUSTER 4		814103	956751
521	PALM CLUSTER 4		814104	956754
522	PALM CLUSTER 4		814105	956758
523	PALM CLUSTER 4		814107	956762
524	PALM CLUSTER 4		814108	956766
525	PALM CLUSTER 4		814110	956771
526	PALM CLUSTER 4		814111	956775
527	PALM CLUSTER 4		814112	956779
528	PALM CLUSTER 4		814114	956784
529	PALM CLUSTER 4		814116	956787
530	PALM CLUSTER 4		814118	956791
531	PALM CLUSTER 4		814135	956986
532	PALM CLUSTER 4		814112	956976
533	PALM CLUSTER 4		813993	956700
534	PALM CLUSTER 4		813991	956712
535	PALM CLUSTER 4		813995	956686
536	PALM CLUSTER 4		813994	956691
537	PALM CLUSTER 4		813989	956719
538	PALM CLUSTER 4		813989	956724
539	PALM CLUSTER 4		813988	956730
540	PALM CLUSTER 4		813992	956706
541	PALM CLUSTER 4		814128	956949
542	PALM CLUSTER 4		814140	956728
543	PALM CLUSTER 4		814142	956732
544	PALM CLUSTER 4		814143	956737
545	PALM CLUSTER 4		814144	956740
546	PALM CLUSTER 4		814146	956744
547	PALM CLUSTER 4		814147	956749
548	PALM CLUSTER 4		814152	956758
549	PALM CLUSTER 4		814153	956762
550	PALM CLUSTER 4		814155	956768
551	PALM CLUSTER 4		814156	956775
552	PALM CLUSTER 4		814159	956783
553	PALM CLUSTER 4		814162	956788
554	PALM CLUSTER 4		814163	956794
555	PALM CLUSTER 4		813985	956742
556	PALM CLUSTER 4		813987	956737
557	PALM CLUSTER 4		813986	956747
558	PALM CLUSTER 4		813985	956752
559	PALM CLUSTER 4		813984	956763
560	PALM CLUSTER 4		813983	956768
561	PALM CLUSTER 4		813986	956812
562	PALM CLUSTER 4		813987	956792
563	PALM CLUSTER 4		813992	956802
564	PALM CLUSTER 4		813981	956783
565	PALM CLUSTER 4		813982	956779
566	PALM CLUSTER 4		813984	956774
567	PALM CLUSTER 4		813983	956759

ADD PROPERTY INFORMATION REPORT	5-16-25	SF
ADDED SCOPE PER CLIENT	4-29-25	EJS
UPDATED CLUB HOUSE	3-27-25	AMS
REVISIONS	DATE	BY
FILE NAME 7907 SURS		

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
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SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

HIGH RIDGE COUNTRY CLUB
BOUNDARY SURVEY

DATE	3/15/25
DRAWN BY	SF
F.B./ PG.	HDS
SCALE	1"=40

JOB # 7907
SHT.NO. 5
OF 5 SHEETS

PTC
Transportation Consultants

601 Heritage Drive, Suite 493
Jupiter, FL 33458
(561) 296-9698

May 7, 2025

Mr. Ryan Artim
General Manager / CEO
High Ridge Country Club
2400 Hypoluxo Road
Lantana, FL 33462

Re: High Ridge Country Club – #PTC25-037
Future Land Use Amendment Traffic Statement

Dear Mr. Artim:

It is proposed to change the future land use designation from Low Density Residential to Recreational on a 4.5-acre parcel located in the City of Boynton Beach. The purpose of this analysis is to determine if the proposed future land use designation of Recreational for the 4.5-acre site is consistent with the Transportation Element of the Comprehensive Plan.

The site is located on the south side of Hypoluxo Road west of High Ridge Road in the City of Boynton Beach. Existing on site is a country club with an 18 hole golf course. It is proposed to abandon a right-of-way as shown on **Attachment 1**. The golf course is an existing use. With this right-of-way abandonment, no additional holes will be created only the potential expansion of existing holes.

The existing Future Land Use (FLU) designation of Low Density Residential is proposed to be changed to Recreational. The Comprehensive Plan assigns a maximum intensity to the FLU designations. The maximum intensity scenarios for the existing and proposed FLU for the 4.5-acre parcel are shown below along with the proposed development plan:

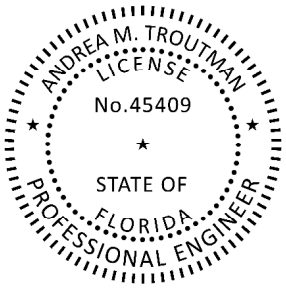
EXISTING LAND USE DESIGNATION	PROPOSED LAND USE DESIGNATION	
Low Density Residential (7.5 DU per Acres)	**Recreational (0.50 FAR)**	
Maximum Intensity	**Maximum Intensity**	**Proposed Development Plan**
34 DUs	98,010 SF Recreational Community Center	Expansion of Existing Golf Holes

Palm Beach County and the Institute of Transportation Engineers (ITE), Trip Generation, *11th Edition*, were the sources of trip generation data utilized in this study. Palm Beach County Trip Generation Rates and excerpts from the ITE manual are provided in the **Appendix**. Daily and peak hour trips generated by the existing and proposed FLU designations at the maximum intensities are shown on **Attachments 2A and 2B. Attachment 2C** provides the trip generation of the proposed development plan which generates no additional trips. **T**he comparison of trips is provided on **Attachment 2D.**

As shown on **Attachment 2D**, with the proposed development plan to only potentially expand the golf holes, there is a resultant trip reduction when compared with the existing land use designation. With the restriction to the proposed development plan, this analysis shows that the proposed future land use designation of Recreational for the 4.5-acre site meets the transportation standards with no increase in traffic and is consistent with the Comprehensive Plan.

Please contact me by phone or at atroutman@pindertroutman.com if you need any additional information or have any questions.

Sincerely,



Digitally signed by
Andrea M Troutman
Date: 2025.05.07
09:40:12 -04'00'

Andrea M. Troutman, P.E.
President

Attachment

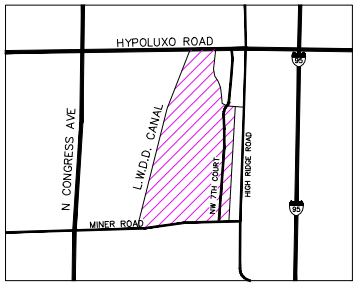
Andrea M. Troutman, State of Florida, Professional Engineer, License No. 45409
This item has been electronically signed and sealed by Andrea M. Troutman, P.E. on 5/7/25 using a Digital Signature. Printed copies of this document are not considered signed and sealed, and the signature must be verified on any electronic copies.

SETBACK TABLE:	REQUIRED MASTER PLAN	PROVIDED
FRONT YARD (NORTH) –HYPOLUXO RD	25' FROM PL	1122.3' FROM PL
SIDE YARD (EAST) – ADJ PROP	25' FROM PL	620.2' FROM PL
REAR YARD (SOUTH) – MINER RD	25' FROM PL	3395.4' FROM PL
SIDE YARD (WEST) – ADJ PROP	25' FROM PL	83.4' FROM PL

SITE PLAN DATA TABLE:		
CURRENT USE OF PROPERTY	GOLF COURSE	
CURRENT LAND USE DESIGNATION	R / LDR	
PROPOSED LAND USE DESIGNATION	R	
CURRENT ZONING DESIGNATION	REC / R1AA	
PROPOSED ZONING DESIGNATION	REC	
WATER & WASTEWATER SERVICE PROVIDER	CITY OF BOYNTON BEACH	
TOTAL SITE AREA (NET)	10,203,238 SF / 234.46 ACRES	
TOTAL SITE AREA (GROSS)	10,755,500 SF / 246.91 ACRES	
TOTAL PERVIOUS PROPOSED	9,922,368 SF	97%
TOTAL PERVIOUS EXISTING	9,922,368 SF	97%
TOTAL IMPERVIOUS PROPOSED	213,382 SF	2%
TOTAL IMPERVIOUS EXISTING	213,382 SF	2%
TOTAL BUILDING FOOTPRINT PROPOSED	67,488 SF	1%
TOTAL BUILDING FOOTPRINT EXISTING	67,488 SF	1%
PEDESTRIAN WALKS & PLAZAS	84,388 SF	0.8%
VUA AREA	180,251 SF	1.7%
OPEN SPACE	9,922,368 SF	97%

Attachment 1





LOCATION MAP
NTS

NORTH

LEGAL DESCRIPTION
HIGH RIDGE COUNTRY CLUB ALL OF PLAT (LESS HYPOLUXO RD R/W)

FLYNN ENGINEERING
241 COMMERCIAL BLVD., LAUDERDALE-BY-THE-SEA, FL 33308
PHONE: (954) 522-1004 | WWW.FLYNNENGINEERING.COM
EB# 6516

Sheet Title
CONCEPTUAL SITE PLAN

Job Title
HIGH RIDGE COUNTRY CLUB
2400 HYPOLUXO ROAD,
BOYNTON BEACH, FLORIDA 33462

NORTH

Revisions

Phase:
DRC
DOCUMENTS

SEAL

Scale: 1"=180'	Date 03/12/25
Job No. 24-1833.00	Per Date 03/12/25
Drawn by JMC	Sheet No. C0.1
Proj. Mgr. DRS	
Appr. by DRS	1 of 1

Attachment 2A
High Ridge Country Club
Trip Generation - Existing FLUA Maximum Uses - Low Density Residential

DAILY

Land Use	ITE Code	Intensity (1)	Trip Generation Rate (2)	% In	Total Trips
Resid. Single Family	210	34 DUs	10 / DU	50%	340
TOTAL					340

AM PEAK HOUR

Land Use	ITE Code	Intensity (1)	Trip Generation Rate (2)	% In	Total Trips		
					In	Out	Trips
Resid. Single Family	210	34 DUs	0.70 / DU	26%	6	18	24
TOTAL					6	18	24

PM PEAK HOUR

Land Use	ITE Code	Intensity (1)	Trip Generation Rate (2)	% In	Total Trips		
					In	Out	Trips
Resid. Single Family	210	34 DUs	0.94 / DU	63%	20	12	32
TOTAL					20	12	32

(1) Based on 7.5 DUs per acre for 4.5 acres.

(2) Source: Palm Beach County Traffic Division and ITE Trip Generation, *11th Edition*.

Attachment 2B
High Ridge Country Club
Trip Generation - Proposed FLUA Maximum Uses - Recreational

DAILY

Land Use	ITE Code	Intensity (1)	Trip Generation Rate (2)	% In	Total Trips
Recreational Community Center	495	98,010 SF	28.82 / 1000 SF	50%	2,825
TOTAL					2,825

AM PEAK HOUR

Land Use	ITE Code	Intensity (1)	Trip Generation Rate (2)	% In	Total Trips		
					In	Out	Trips
Recreational Community Center	495	98,010 SF	1.91 / 1000 SF	66%	123	64	187
TOTAL					123	64	187

PM PEAK HOUR

Land Use	ITE Code	Intensity (1)	Trip Generation Rate (2)	% In	Total Trips		
					In	Out	Trips
Recreational Community Center	495	98,010 SF	2.50 / 1000 SF	47%	115	130	245
TOTAL					115	130	245

(1) Based on FAR of 0.50 for 4.5 acres.

(2) Source: Palm Beach County Traffic Division and ITE Trip Generation, *11th Edition*.

Attachment 2C
High Ridge Country Club
Trip Generation - Proposed Development

DAILY

Land Use	ITE Code	Intensity (1)	Trip Generation Rate (2)	% In	Total Trips
Golf Course	430	- Holes	30.38 / Hole	50%	-
TOTAL					-

AM PEAK HOUR

Land Use	ITE Code	Intensity (1)	Trip Generation Rate (2)	% In	Total Trips		
					In	Out	Trips
Golf Course	430	- Holes	1.76 / Hole	79%	-	-	-
TOTAL					-	-	-

PM PEAK HOUR

Land Use	ITE Code	Intensity (1)	Trip Generation Rate (2)	% In	Total Trips		
					In	Out	Trips
Golf Course	430	- Holes	2.91 / Hole	53%	-	-	-
TOTAL					-	-	-

(1) No new golf holes are proposed only the potential expansion of the existing holes.
(2) Source: Palm Beach County Traffic Division and ITE Trip Generation, *11th Edition*.

Attachment 2D
High Ridge Country Club
Trip Generation Comparison

	Daily	AM Peak Hour In	AM Peak Hour Out	AM Peak Hour Total	PM Peak Hour In	PM Peak Hour Out	PM Peak Hour Total
Existing FLUA Maximum Intensity	340	6	18	24	20	12	32
Proposed FLUA Maximum Intensity	2,825	123	64	187	115	130	245
Proposed FLUA Proposed Development	-	-	-	-	-	-	-
Net New Trips Maximum Intensity	2,485	117	46	163	95	118	213
Net New Trips Proposed Development	(340)	(6)	(18)	(24) -	(20)	(12)	(32)

APPENDIX

Palm Beach County Trip Generation Rates

(Must be used with traffic studies submitted to the County on or after 9/1/2022. However, immediate use is highly recommended)

Gr	Landuse	ITE Code	Unit	Daily Rate/Equation	Pass-By %	AM Peak Hour		PM Peak Hour	
						In/Out	Rate/Equation	In/Out	Rate/Equation
Industrial	General Light Industrial	110	1000 S.F.	4.87	10%	88/12	0.74	14/86	0.65
	Manufacturing	140	1000 S.F.	4.75	10%	76/24	0.68	31/69	0.74
	Warehouse	150	1000 S.F.	1.71	10%	77/23	0.17	28/72	0.18
	Mini-Warehouse/SS	151	1000 S.F.	1.45	10%	59/41	0.09	47/53	0.15
	HCF Center Warehouse - Non Sort	155	1000 S.F.	1.81	10%	81/19	0.15	39/61	0.16
Residential	Single Family Detached	210	Dwelling Unit	10	0%	26/74	0.7	63/37	0.94
	Multifamily Low-Rise Housing upto 3 story (Apartment/Condo/TH)	220	Dwelling Unit	6.74	0%	24/76	0.4	63/37	0.51
	Multifamily Mid-Rise Housing 4-10 story (Apartment/Condo/TH)	221	Dwelling Unit	4.54	0%	23/77	0.37	61/39	0.39
	55+ SF Detached	251	Dwelling Unit	4.31	0%	33/67	0.24	61/39	0.30
	55+ SF Attached	252	Dwelling Unit	3.24	0%	34/66	0.2	56/44	0.25
	Congregate Care Facility	253	Dwelling Unit	2.21	0%	58/42	0.08	49/51	0.18
	Assisted Living Facility	254	Beds	2.6	0%	60/40	0.18	39/61	0.24
Ldg	Hotel	310	Rooms	7.99	10%	56/44	0.46	51/49	0.59
Rec	Golf Course	430	Holes	30.38	5%	79/21	1.76	53/47	2.91
	Health/Fitness Club	492	1000 S.F.	32.93	5%	51/49	1.31	57/43	3.45
Institutional	Elementary School	520	Students	2.27	0%	54/46	0.74	46/54	0.16
	Middle/Junior School	522	Students	2.1	0%	54/46	0.67	48/52	0.15
	High School	525	Students	1.94	0%	68/32	0.52	48/52	0.14
	Private School (K-8)	530	Students	3.17[a]	0%	56/44	1.01	46/54	0.26
	Private School (K-12)	532	Students	2.48	0%	63/37	0.79	43/57	0.17
	Church/Synagogue[b]	560	1000 S.F.	7.6	5%	62/38	0.32	44/56	0.49
	Day Care	565	Students	4.09	50%	53/47	0.78	47/53	0.79
	Library	590	1000 S.F.	72.05	10%	71/29	1	48/52	8.16
Med	Hospital	610	1000 S.F.	10.77	10%	67/33	0.82	35/65	0.86
	Nursing Home	620	Beds	3.06	10%	72/28	0.14	33/67	0.14
Office	General Office (10k-250k SF GFA)[h]	710	1000 S.F.	10.84	10%	88/12	1.52	17/83	1.44
	General Office (>250k SF GFA)[h]	710	1000 S.F.	Ln(T) = 0.87 Ln(X) + 3.05	10%	88/12	Ln(T) = 0.86Ln(X) + 1.16	17/83	1.44
	Small Office Building (<=10k SF GFA)	712	1000 S.F.	14.39	10%	82/18	1.67	34/66	2.16
	Medical Office (Stand-Alone)	720	1000 S.F.	T=42.97(X)-108.01	10%	79/21	3.10	30/70	3.93
	Medical Office (Near Hospital)	720	1000 S.F.	31.86	10%	81/19	2.68	25/75	2.84
	Government Office	730	1000 S.F.	22.59	10%	75/25	3.34	25/75	1.71

Palm Beach County Trip Generation Rates

(Must be used with traffic studies submitted to the County on or after 9/1/2022. However, immediate use is highly recommended)

Gr	Landuse	ITE Code	Unit	Daily Rate/Equation	Pass-By %	AM Peak Hour		PM Peak Hour	
						In/Out	Rate/Equation	In/Out	Rate/Equation
Retail	Nursery (Garden Center)	817	Acre	108.1	0%	50/50	2.82	50/50	8.06
	Nursery (Wholesale)	818	Acre	19.50	0%	50/50	0.23	50/50	0.36
	Landscape Services	PBC	Acre[c]	121.70	0%	40/60	34.4	58/42	15.1
	Shop Center (>150ksf)	820	1000 S.F.	37.01	24%	62/38	0.84	48/52	3.4
	Shop Plaza (40-150ksf) w/Sup Market	821	1000 S.F.	94.49	39%	62/38	3.53	48/52	9.03
	Shop Plaza (40-150ksf) w/out Sup Market	821	1000 S.F.	67.52	39%	62/38	1.73	49/51	5.19
	Strip Retail Plaza (<40ksf)	822	1000 S.F.	54.45	63%	60/40	2.36	50/50	6.59
	Automobile Sales (New)	840	1000 S.F.	27.84	15%	73/27	1.86	40/60	2.42
	Automobile Parts Sales	843	1000 S.F.	54.57	28%	55/45	2.51	48/52	4.9
	Tire Store	848	1000 S.F.	27.69	28%	64/36	2.61	43/57	3.75
	Supermarket	850	1000 S.F.	93.84	36%	59/41	2.86	50/50	8.95
	Pharmacy + DT	881	1000 S.F.	108.40	50%	52/48	3.74	50/50	10.25
Services	Drive-In Bank	912	1000 S.F.	100.35	47%	58/42	9.95	50/50	21.01
	Fine Dining Restaurant	931	1000 S.F.	83.84	44%	50/50	0.73	67/33	7.8
	High Turnover Sit-Down Rest.	932	1000 S.F.	107.2	43%	55/45	9.57	61/39	9.05
	Fast Food Restaurant w/o DT	933	1000 S.F.	450.49	45%	58/42	43.18	50/50	33.21
	Fast Food Restaurant + DT	934	1000 S.F.	467.48	49%	51/49	44.61	52/48	33.03
	Coffee/Donut Shop w/o DT	936	1000 S.F.	441.88[d]	45%	51/49	93.08	50/50	32.29
	Coffee/Donut Shop + DT	937	1000 S.F.	533.57	49%	51/49	85.88	50/50	38.99
	Coffee/Donut Shop + DT w/No Seat	938	DT Lanes	179	49%	50/50	39.81	50/50	15.08
	Gas Station w/Convenience Store[e]	FDOT	FP, 1000 S.F.	14.3*PM Trips	61%	50/50	Note f	50/50	12.3*FP+15.5*(X)
	Carwash (Automated)[g]	PBC	Lane	166.00	0%	50/50	11.97	50/50	13.65

Footnotes

a) Based on Daily to AM peak ratio for LUC 532 (Private School (K-12)

b) Weekend peak hour rate = 10.36 per 1,000 s.f. with a 48/52 directional split

c) Landscape Services acreage consists of overnight vehicle and equipment storage as well as areas (covered or uncovered) for chemicals, fertilizers, landscape materials (excluding plants) and other items needed for day-to-day operations. Not included are drive aisles, customer/employee parking, structures shared by nursery and landscape services, facilities that solely serve the onsite landscape activities or any nursery growing areas.

d) Based on Daily to PM ratio for ITE Code 937 (Coffee Donut Shop + DT)

e) FP=Fueling Position. Use both FP and Convenience Store size in estimating trips using the provided equation. Note that no internalization between the gas pumps and convenience store, as per ULDC Artice 12, should be applied to estimate the net trips.

f) Use PM rates

g) Daily rate taken from PBC trip gen. study. Peak hour rates derived by applying peak to daily ratios for gas station to daily carwash rate from older ITE TGM. New PBC rate study underway.

h) Based on PBC analysis of ITE TGM data plots

Modification History

3/2/2020: Added Landscape Services, modification history, edited formatting

7/25/2022: Updated with ITE TG Manual 11th ed information

Land Use: 495
Recreational Community Center

Description

A recreational community center is a stand-alone public facility similar to and including YMCAs. These facilities often include classes and clubs for adults and children, a day care or nursery school, meeting rooms and other social facilities, swimming pools and whirlpools, saunas, tennis, racquetball, handball, pickle ball, basketball and volleyball courts; outdoor athletic fields/courts, exercise classes, weightlifting and gymnastics equipment, locker rooms, and a restaurant or snack bar. Public access is typically allowed and a membership fee may be charged. Racquet/tennis club (Land Use 491), health/fitness club (Land Use 492), and athletic club (Land Use 493) are related land uses.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 1980s, the 1990s, the 2000s, the 2010s, and the 2020s in Alberta (CAN), Arizona, Indiana, Minnesota, New Hampshire, New York, Oregon, Pennsylvania, Tennessee, and Utah.

Source Numbers

281, 410, 443, 571, 618, 705, 719, 850, 866, 971, 1055

Recreational Community Center
(495)

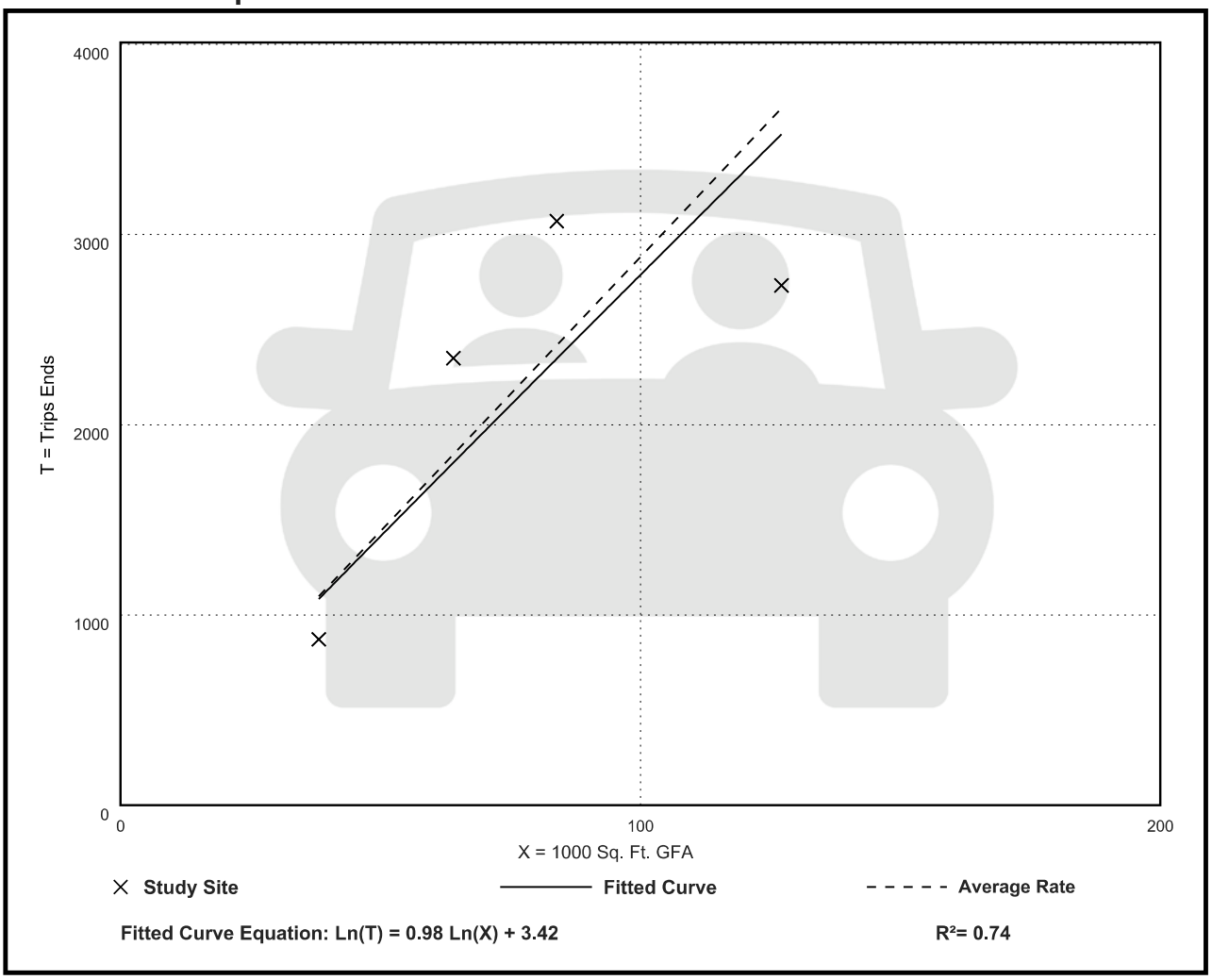
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 4
Avg. 1000 Sq. Ft. GFA: 78
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
28.82	21.49 - 36.71	8.56

Data Plot and Equation



Fitted Curve Equation: Ln(T) = 0.98 Ln(X) + 3.42

R^2= 0.74

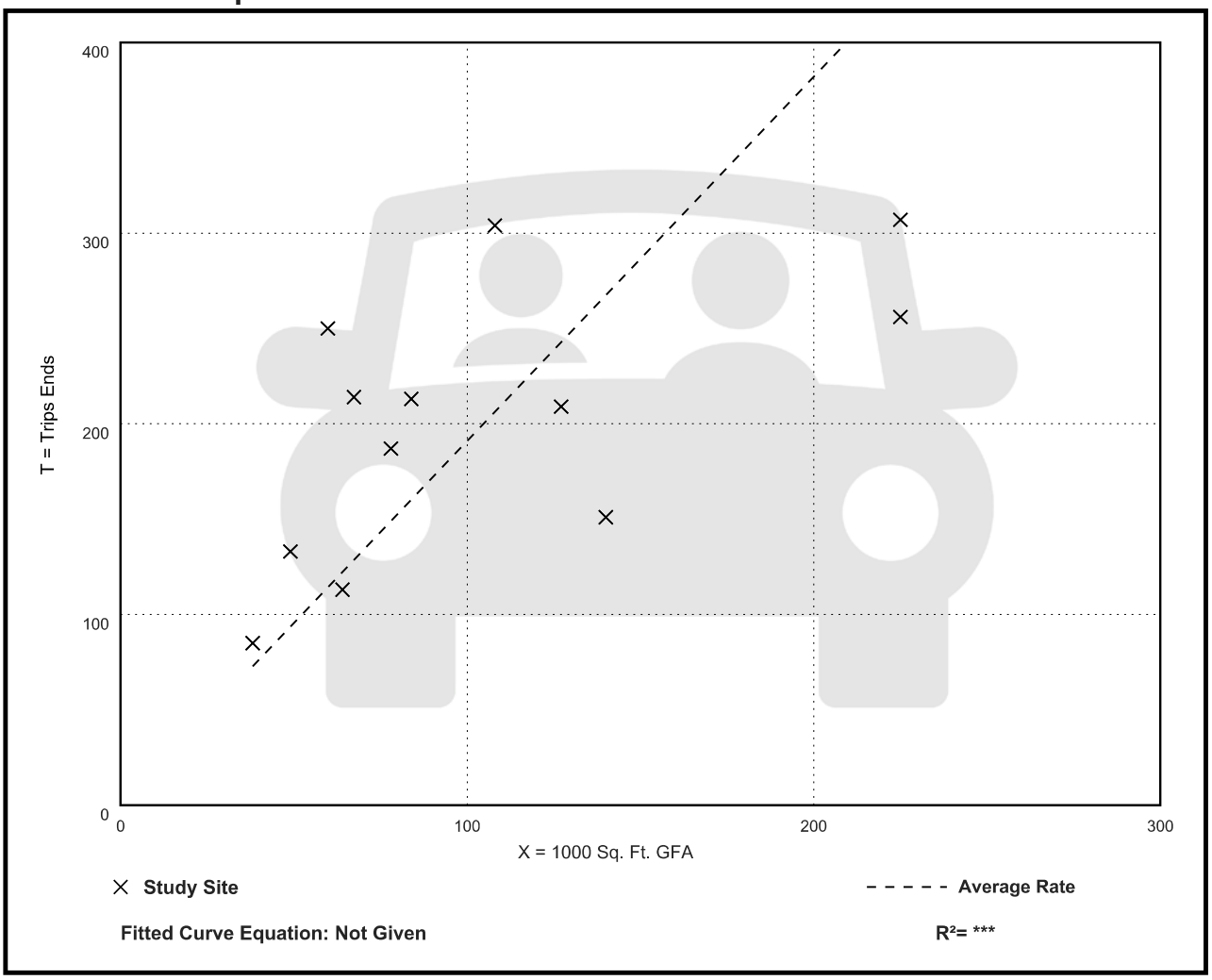
Recreational Community Center
(495)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 12
Avg. 1000 Sq. Ft. GFA: 105
Directional Distribution: 66% entering, 34% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.91	1.08 - 4.18	0.88

Data Plot and Equation



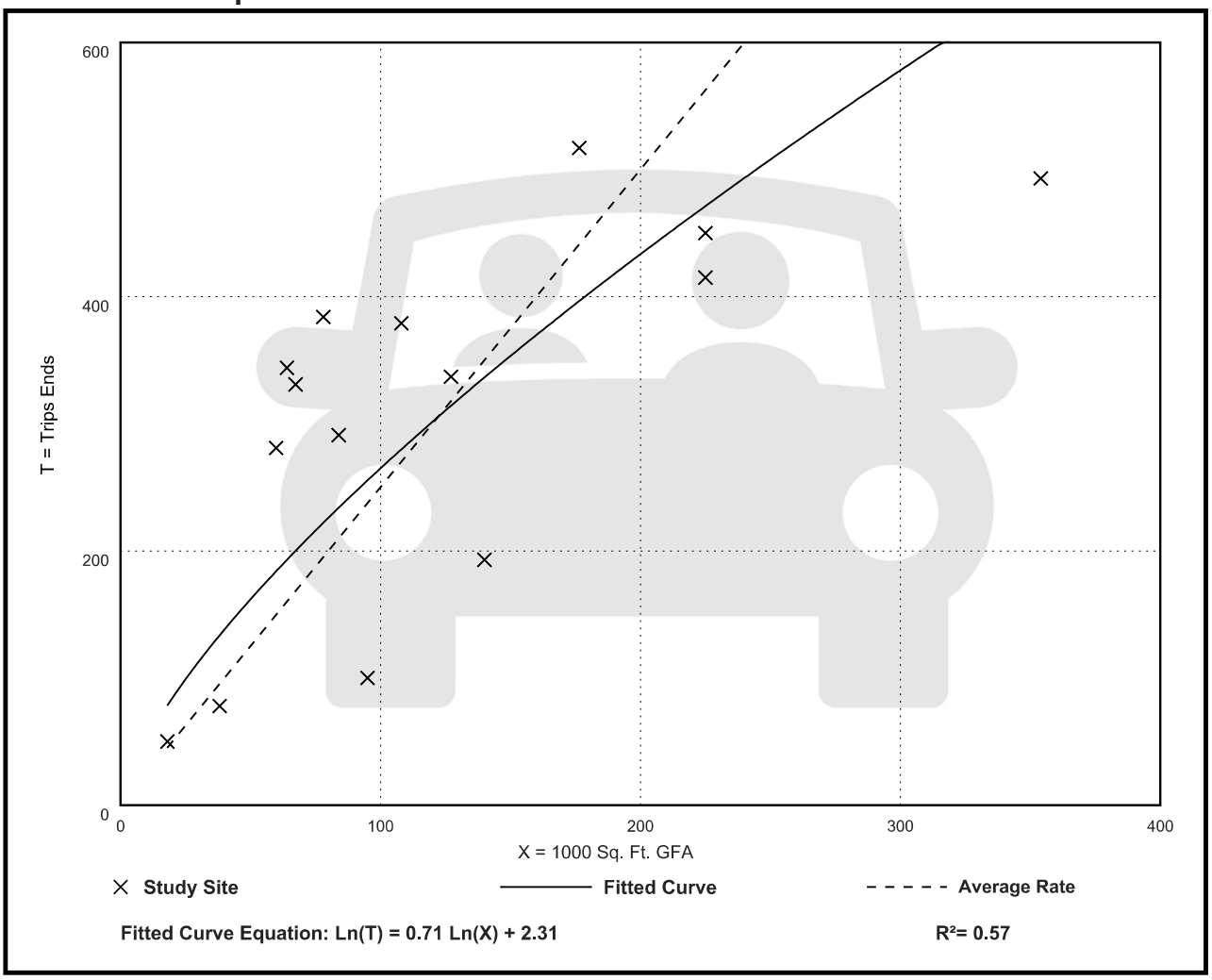
Recreational Community Center
(495)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 15
Avg. 1000 Sq. Ft. GFA: 124
Directional Distribution: 47% entering, 53% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
2.50	1.05 - 5.37	1.28

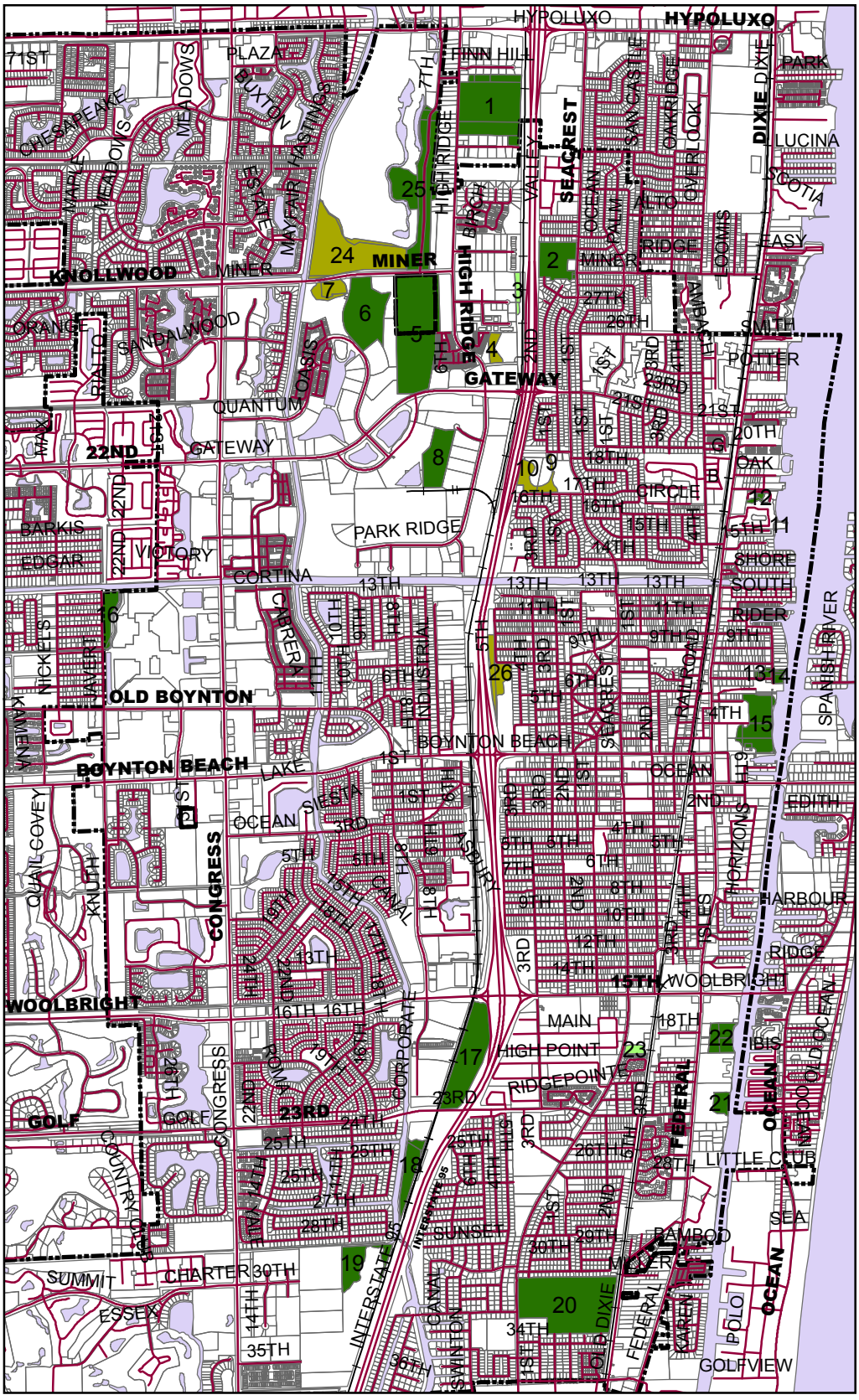
Data Plot and Equation



Fitted Curve Equation: Ln(T) = 0.71 Ln(X) + 2.31

R^2= 0.57

CITY OF BOYNTON BEACH
Environmentally Sensitive Lands



Legend

ECO VALUE

- A-Rated
- B-Rated
- C-Rated

Source:
Inventory of Ecosystems in Palm Beach County. Phase III Report. Iverson and Austin, July 1989.
Updated:
February 2008

0 0.25 0.5 1 Miles

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:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING ORDINANCE NO. 89-38 BY AMENDING THE FUTURE LAND USE MAP OF THE CITY OF BOYNTON BEACH, FLORIDA, FOR AN APPROXIMATELY 64.54 ACRE PARCEL OF REAL PROPERTY GENERALLY LOCATED WEST OF HIGH RIDGE ROAD BETWEEN HYPOLUXO ROAD AND MINER ROAD, BY CHANGING THE FUTURE LAND USE DESIGNATION FROM LDR (LOW DENSITY RESIDENTIAL) TO R (RECREATION); DECLARING THE PROPOSED AMENDMENT TO THE FUTURE LAND USE MAP TO BE CONSISTENT WITH ALL OTHER ELEMENTS OF THE COMPREHENSIVE PLAN OF THE CITY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND PROVIDING FOR 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;

☐ 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;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ 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):

The subject area is located west of High Ridge Road and situated between Hypoluxo Road to the north and Miner Road to the south. The overall site consists of 234.46 acres and has a golf course, clubhouse, and other site amenities. While the entire site is under single ownership, the current configuration consists of three (3) parcels and an undeveloped section of right-of-way. The section of right-of-way has a concurrent application for an abandonment. The remaining three (3) parcels do not have a consistent future land use designation, consisting of R and LDR.

The large portion of the subject site, located within the REC zoning district, permits the golf course and related structures, however the two parcels, consisting of 64.54 acres, located to the south and east are within the R-1-AA zoning district which does not permit a golf course as a use. While a portion of the golf course is located within the residential zone district, this area would be considered to be a non-conforming use. Any modifications or expansions of the golf course within the R-1-AA zoning district would require a rezone.

The 64.54 acres in consideration is located within Environmentally Sensitive Lands both A and B-rated. The City of Boynton Beach's Comprehensive Plan outlines policies in regard to managing and protecting these areas, as defined below in the section 'Review Based on Criteria for Future Land Use Map and Rezone'.

As the applicant is proposing to expand the golf course and modify aspects of landscaping, and the current pond locations that are located within the R-1-AA zoning district, staff advised the requirement for the Future Land Use Map amendment and Rezone. The only portion to be affected will be the 64.54 acres currently designated R on the future land use map and zoned R-1-AA.

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:

   NONE

   (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

   NONE

   (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

   NONE

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses will be impacted by the proposed ordinance

4. Additional information the governing body deems useful (if any):

NONE

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.
11/18/2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/18/2025

Proposed Ordinance No. 25-043- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, for the High Ridge Country Club, amending Ordinance No. 02-013 to rezone approximately 64.54 acres generally located west of High Ridge Road between Hypoluxo Road and Miner Road, from R-1-AA (Single-Family Residential District) to REC (Recreation); declaring the proposed amendment to be consistent with the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-043, at first reading.

Explanation of Request:

The subject area is located west of High Ridge Road and situated between Hypoluxo Road to the north and Miner Road to the south. The overall site consists of 234.46 acres and has a golf course, clubhouse, and other site amenities. While the entire site is under single ownership, the current configuration consists of three (3) parcels and an undeveloped section of right-of-way. The section of right-of-way has a concurrent application for an abandonment. The remaining three (3) parcels do not have a consistent zone designation, consisting of REC and R-1-AA.

The large portion of the subject site, located within the REC zoning district, permits the golf course and related structures, however the two parcels, consisting of 64.54 acres, located to the south and east are within the R-1-AA zoning district which does not permit a golf course as a use. While a portion of the golf course is located within the residential zone district, this area would be considered to be a non-conforming use. Any modifications or expansions of the golf course within the R-1-AA zone district would require a rezone.

The 64.54 acres in consideration is located within Environmentally Sensitive Lands both A and B-rated. The City of Boynton Beach's Comprehensive Plan outlines policies in regard to managing and protecting these areas, as defined below in the section 'Review Based on Criteria for Future Land Use Map and Rezone'.

As the applicant is proposing to expand the golf course and modify aspects of landscaping, and the current pond locations that are located within the R-1-AA zone district, staff advised the requirement for the Future Land Use Map amendment and Rezone. The only portion to be affected will be the 64.54 acres currently zoned R-1-AA.

How will this affect city programs or services? N/A

Account Line Item and Description: N/A

Fiscal Impact: N/A

Attachments:
Ord. 25-043_High_Ridge_Country_Club_-_Rezoning_R-1-AA_to_REC.docx
Staff_Report_-_High_Ridge_FLUM_and_Rezone_Final.doc
Attachment 1 - Exhibit A - High Ridge CC - Legal Description and Sketch.pdf
Attachment 2 - Zoning Maps - Existing and Proposed.pdf
Attachment 3 - High Ridge CC - Rezone - Plan Set.pdf
Attachment 4 - Survey.pdf
Attachment 5 - FLUA Traffic Statement.pdf
Attachment 6 - Environmentally Sensitive Lands.pdf
Agenda Item 3932-2025 - Business-impact-estimate.docx

ORDINANCE NO. 25-043

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING ORDINANCE NO. 02-013 TO REZONE APPROXIMATELY 64.54 ACRES GENERALLY LOCATED WEST OF HIGH RIDGE ROAD BETWEEN HYPOLUXO ROAD AND MINER ROAD, FROM R-1-AA (SINGLE FAMILY RESIDENTIAL DISTRICT) TO REC (RECREATION); DECLARING THE PROPOSED AMENDMENT TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach, Florida, adopted Ordinance No. 02-013, establishing an official zoning map of the City; and

WHEREAS, the existing area is generally located West of High Ridge Road between Hypoluxo Road and Miner Road (the "Property"), more particularly described in Exhibit "A"; and

WHEREAS, High Ridge Country Club, Inc. has requested to rezone the property from R-1-AA (Single Family Residential) to REC (Recreation); and

WHEREAS, the City Commission, sitting as the Local Planning Agency at a properly advertised hearing received testimony and evidence related to the application and found that the rezoning is consistent with the City's Comprehensive Plan and provisions of Chapter 163, Part II, Florida Statutes; and

WHEREAS, published legal notice of this Ordinance has been provided pursuant to the requirements of Section 166.041, Florida Statutes, and the City's Land Development Regulations; and

WHEREAS, after careful review of the application, staff has determined that the proposed rezoning is consistent with an amendment to the Future Land Use Map, which was contemporaneously considered and approved by the City Commission, complies with the City's Comprehensive Plan, and is consistent with Chapter 163, Florida Statutes; and

WHEREAS, the City Commission has reviewed the City staff's report, incorporated herein, which contains data and analysis supporting the rezoning; and

WHEREAS, the City Commission finds that the proposed rezoning is consistent with the surrounding and existing land uses, the City's Comprehensive Plan and Land Development Regulations, and the City Commission deems it to be in the best interest of the public to amend the City's Zoning Map as further set forth herein.

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

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: Decision. The Property described in Exhibit A is hereby rezoned from R-1-AA (Single Family Residential) to REC (Recreation), and the City's Official Zoning Map shall be amended accordingly.

Section 3: Amendment to Zoning Map. The Director of Planning and Zoning is further authorized to make the necessary changes, as depicted in Exhibit B, as required to the City's Official Zoning Map to reflect the above-stated changes.

Section 4: Authorization to Transmit. The City Manager or designee is hereby authorized to transmit this Ordinance to the State Land Planning Agency pursuant to the provisions of the Community Planning Act, if required.

Section 5: Severability. The provisions of this Ordinance are declared to be severable and if any clause, section, or other part of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6: Conflicts. 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 7: Effective Date. This Ordinance shall take effect immediately upon adoption.

Signatures on following page

FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Aimee Kelley	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Exhibit A
Legal Description

SKETCH & DESCRIPTION
PORTION OF SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST

CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA

LAND DESCRIPTION:

A portion of Section 8, Township 45 South, Range 43 East, being more particularly described as follows:

BEGIN at the Southeast corner of STANFORD PARK A P.U.D., according to the Plat thereof as recorded in Plat Book 46, Page 67 of the Public Records of Palm Beach County, Florida; thence S05°02'00"W, along the west line of HIGH RIDGE SUBDIVISION, according to the Plat thereof as recorded in Plat Book 22, Page 6 and along the west line of IMAGINE CHARTER SCHOOL AT BOYNTON BEACH, according to the Plat thereof as recorded in Plat Book 112, Pages 186 and 187, of the Public Records of Palm Beach County, Florida, a distance of 1708.66 feet; thence S01°09'29"W, along the west line of said IMAGINE CHARTER SCHOOL AT BOYNTON BEACH and along the west line of HIGH RIDGE LANDING, according to the Plat thereof as recorded in Plat Book 119, Pages 123 through 125 of the Public Records of Palm Beach County, Florida, a distance of 1535.84 feet to a point on the north right-of-way line of Miner Road; thence S88°07'03"W, along said north right-of-way line, a distance of 1531.57 feet to a point of curvature of a curve concave to the south, having a radius of 2354.00 feet and a central angle of 07°50'43"; thence southwesterly an arc distance of 322.32 feet to a point of tangency; thence S80°16'20"W, 234.19 feet to a point on the south line of said Section 8; the previous three courses being along the north right-of-way line of Miner Road; thence S88°07'03"W, along said south line, a distance of 548.84 feet to a point on the east right-of-way line of Lake Worth Drainage District Equalizing Canal E-4; thence N08°00'40"E, along said east right-of-way line, a distance of 1658.93 feet; thence S81°59'51"E, 73.78 feet; thence S13°35'02"E, 95.00 feet; thence S30°40'04"E, 211.00 feet; thence S56°35'03"E, 185.00 feet; thence S28°35'03"E, 200.00 feet; thence S14°50'03"E, 176.00 feet; thence S37°10'04"E, 200.00 feet; thence S65°50'03"E, 165.00 feet; thence N61°59'57"E, 111.00 feet; thence S82°55'03"E, 1065.00 feet; thence N51°14'57"E, 230.00 feet; thence N05°14'57"E, 610.00 feet; thence N02°11'53"W, 1039.99 feet; thence N20°20'37"E, 287.63 feet to a point of curvature of a curve concave to the west, having a radius of 300.00 feet and a central angle of 27°21'09"; thence northerly an arc distance of 143.22 feet to a point of tangency; thence N07°00'32"W, 396.66 feet; thence N02°32'01"E, 201.41 feet to a point on the south line of said STANFORD PARK A P.U.D.; thence S86°34'46"E, along said south line, a distance of 384.30 feet to the POINT OF BEGINNING.

Said land lying in the City of Boynton Beach, Palm Beach County, Florida, containing 2,811,196 square feet, 64.536 acres, more or less.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as surveyed in the field under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Date: 10/17/2025

NOT VALID WITHOUT SHEETS 1 THROUGH 12

John T. Doogan, P.L.S.

Digitally signed by John T. Doogan, P.L.S.
Date: 2025.10.17 14:54:30 -04'00'

JOHN T. DOOGAN, P.L.S.
Florida Registration No. 4409
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

REVISIONS	AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2nd AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 (561) 392-2594 / www.AVIROMSURVEY.com	JOB #: 13208-1 SCALE: N/A DATE: 10/16/2025 BY: S.K. CHECKED: J.T.D. F.B. --- PG. --- SHEET: 1 OF 12

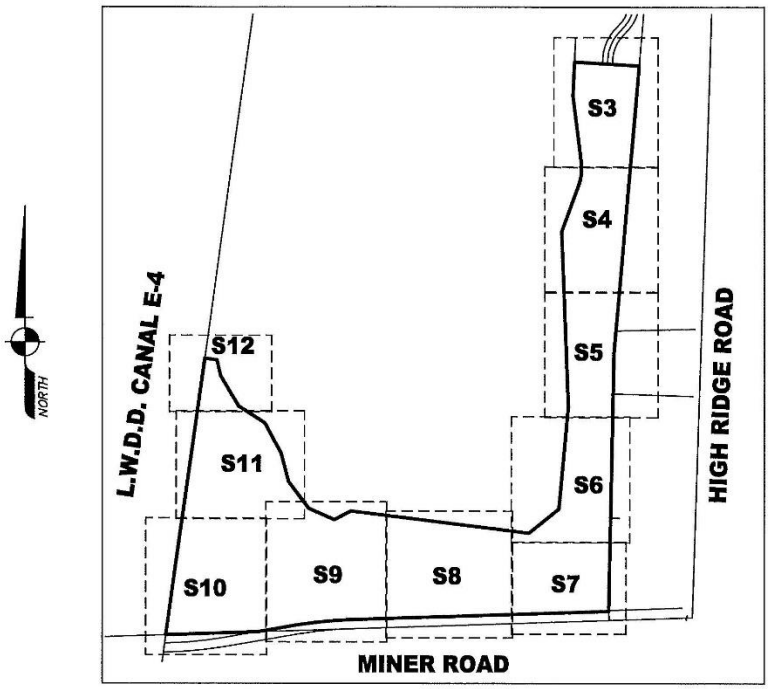
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SKETCH & DESCRIPTION

PORTION OF SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST

CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA



KEY SHEETS & LOCATION SKETCH
(NOT TO SCALE)

SURVEYOR'S REPORT:

1. Reproductions of this Sketch are not valid without the signature and the original seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this survey map or report by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings are based on the north right-of-way line of Miner Road having a bearing of S88°07'03"W.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: Δ = Central Angle; ℄ = Centerline; F.B. = Field Book; L = Arc Length; L.B. = Licensed Business; L.W.D.D. = Lake Worth Drainage District; P.B. = Plat Book; P.B.C.R. = Palm Beach County Records; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; R = Radius; R/W = Right-of-Way.

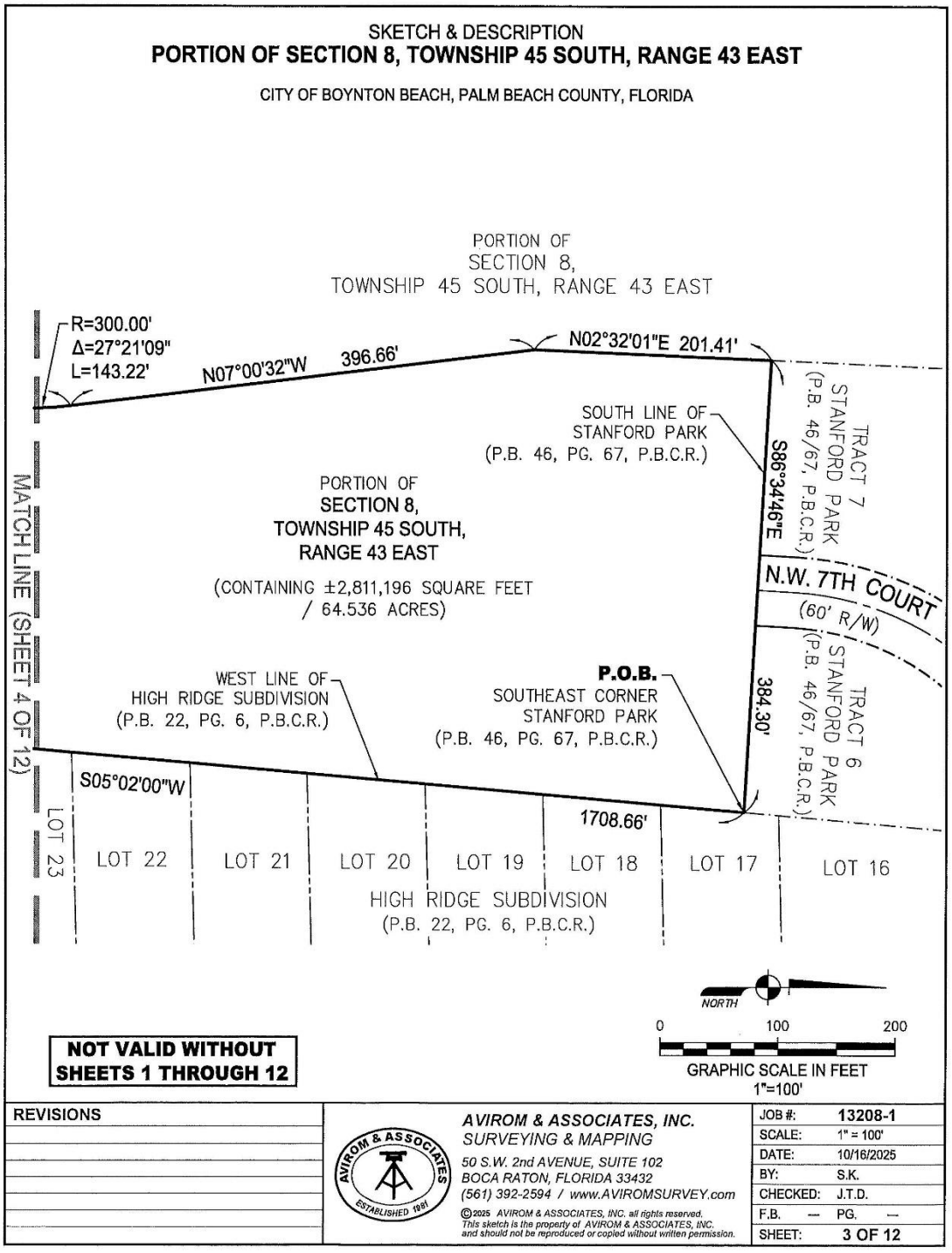
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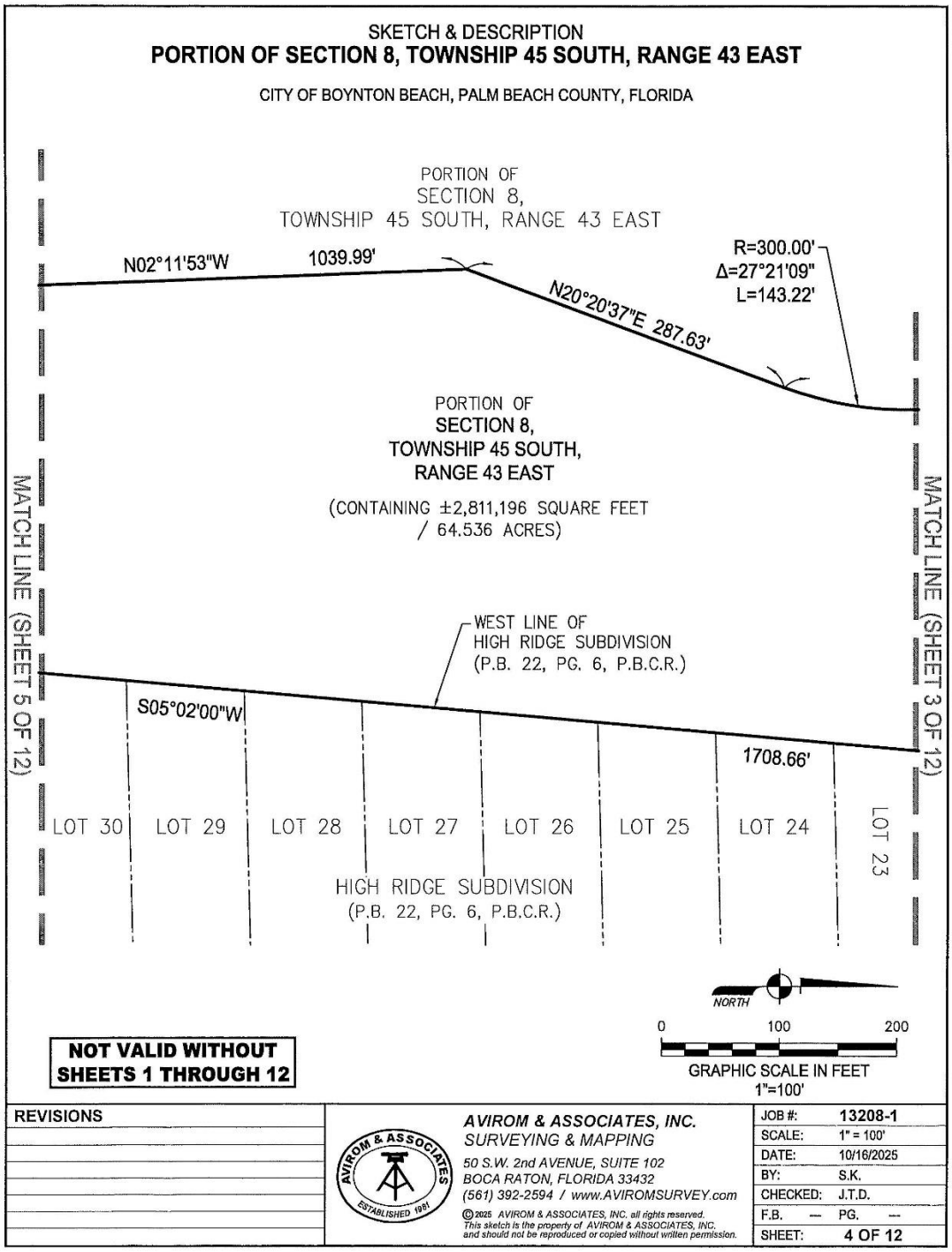
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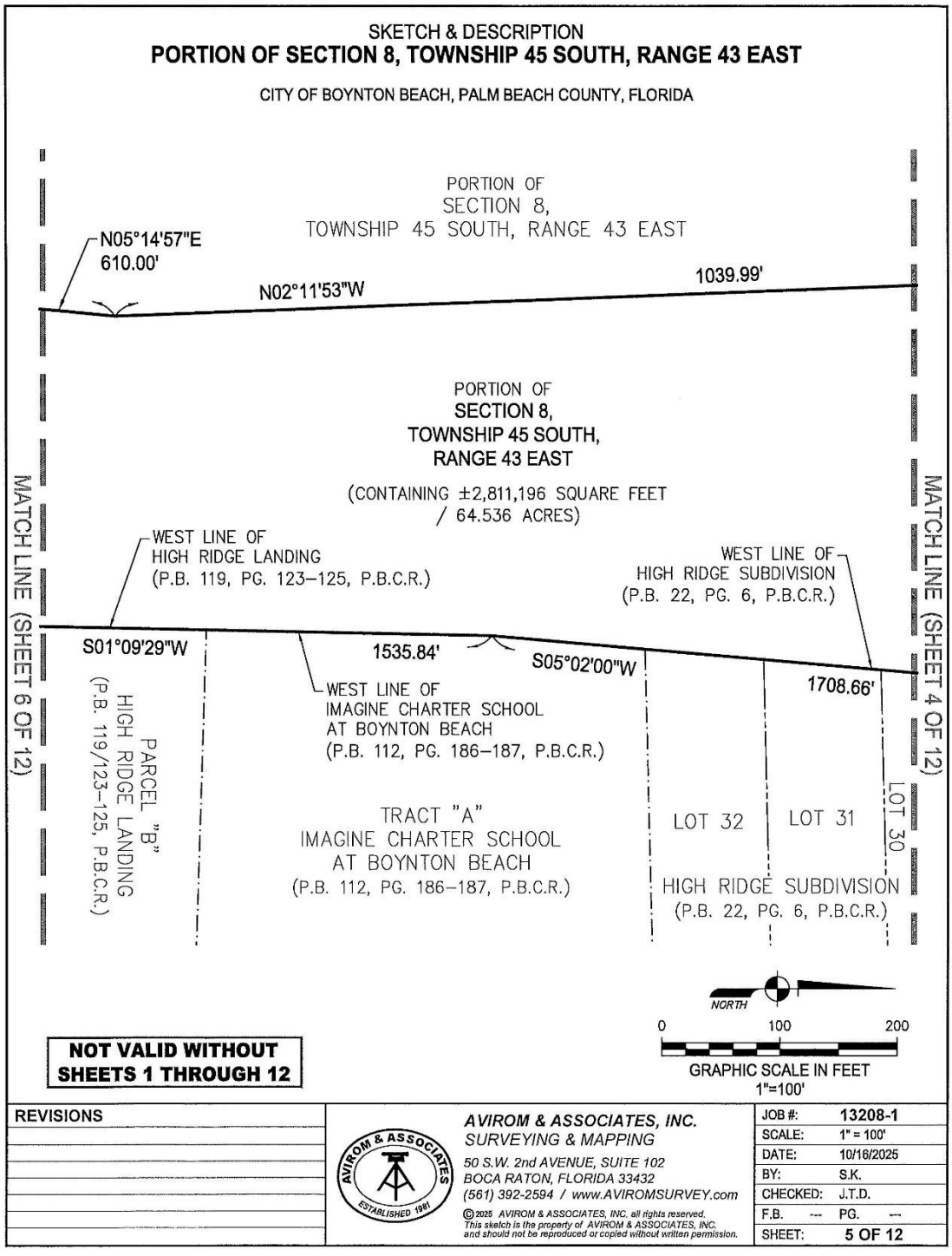
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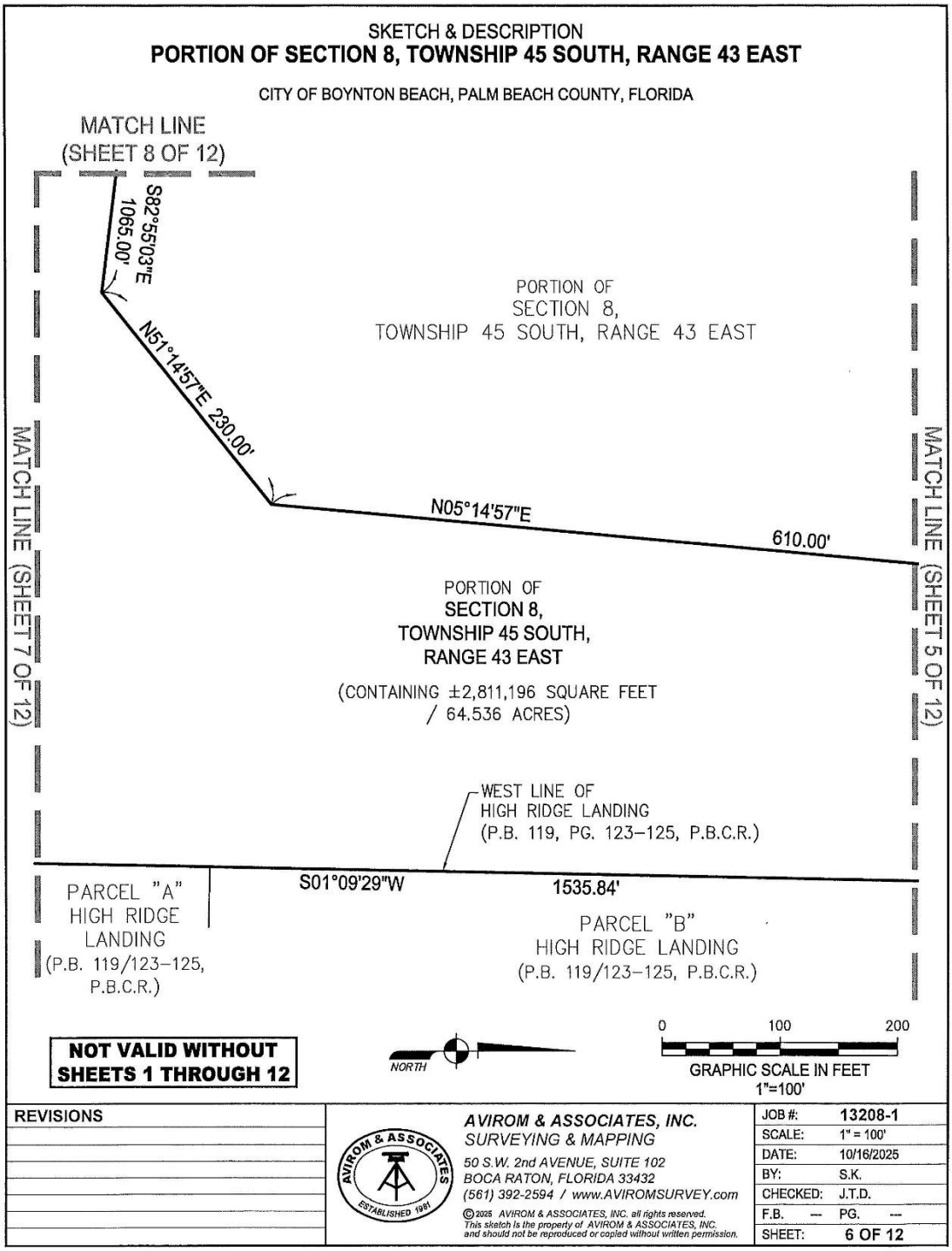
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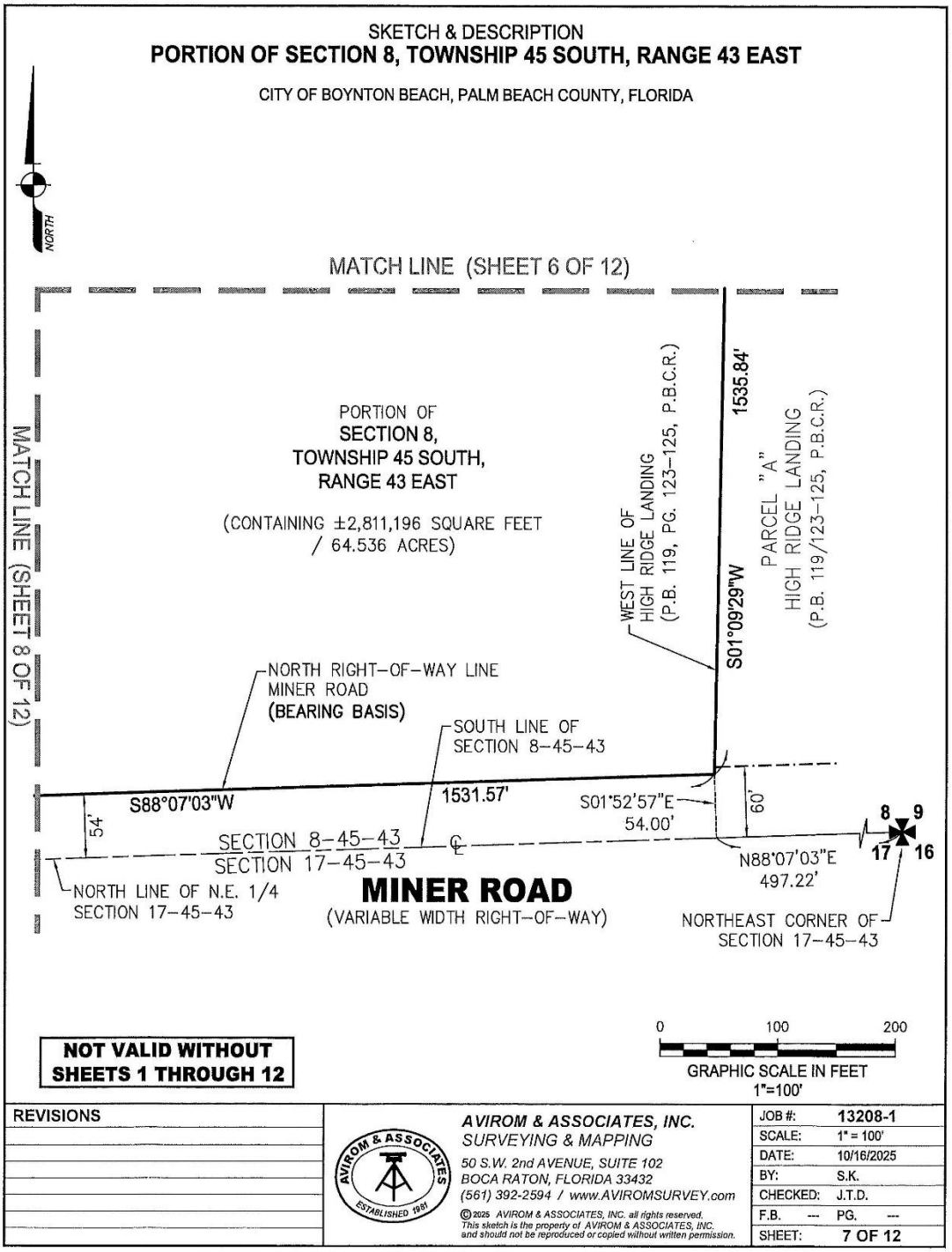
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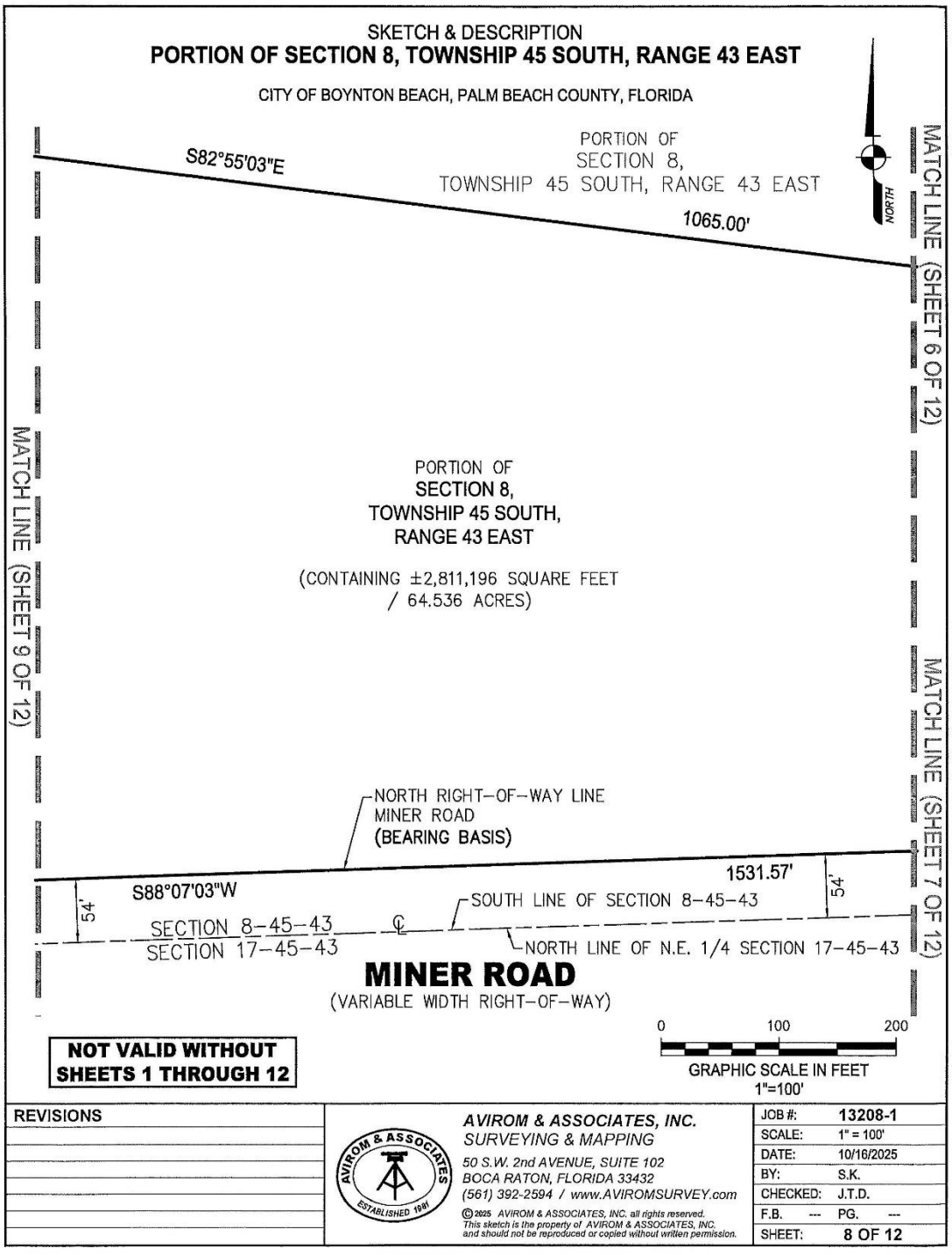
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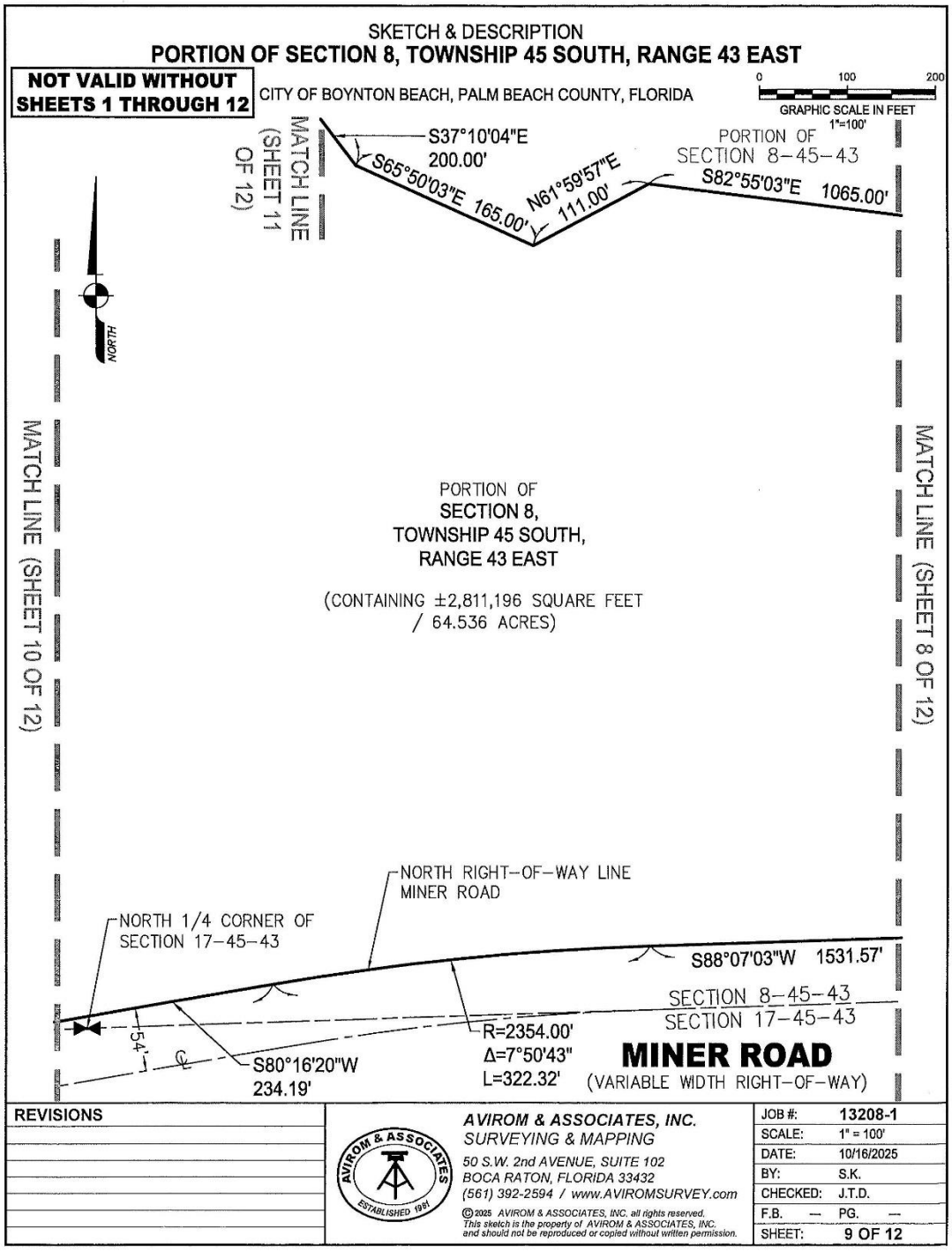
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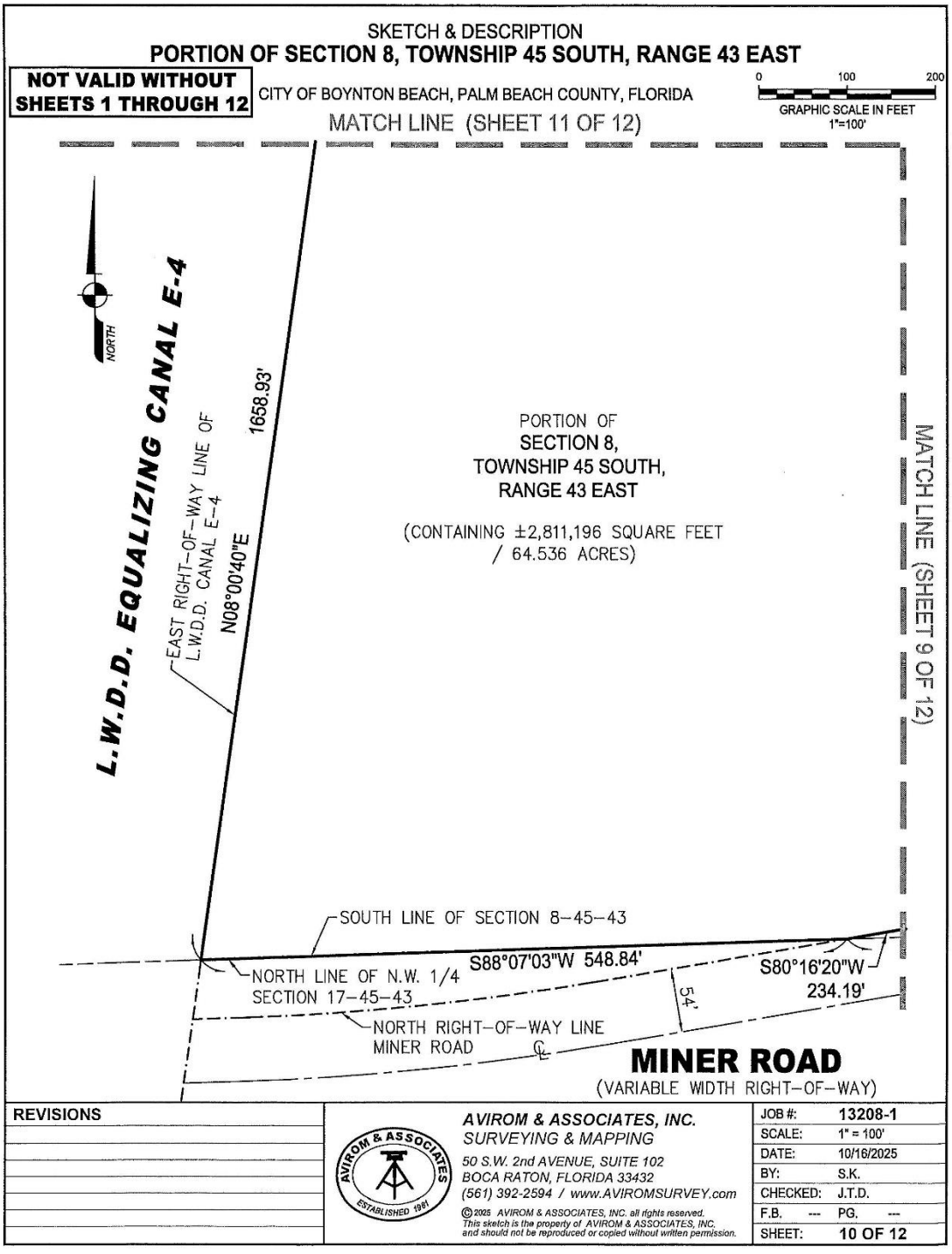
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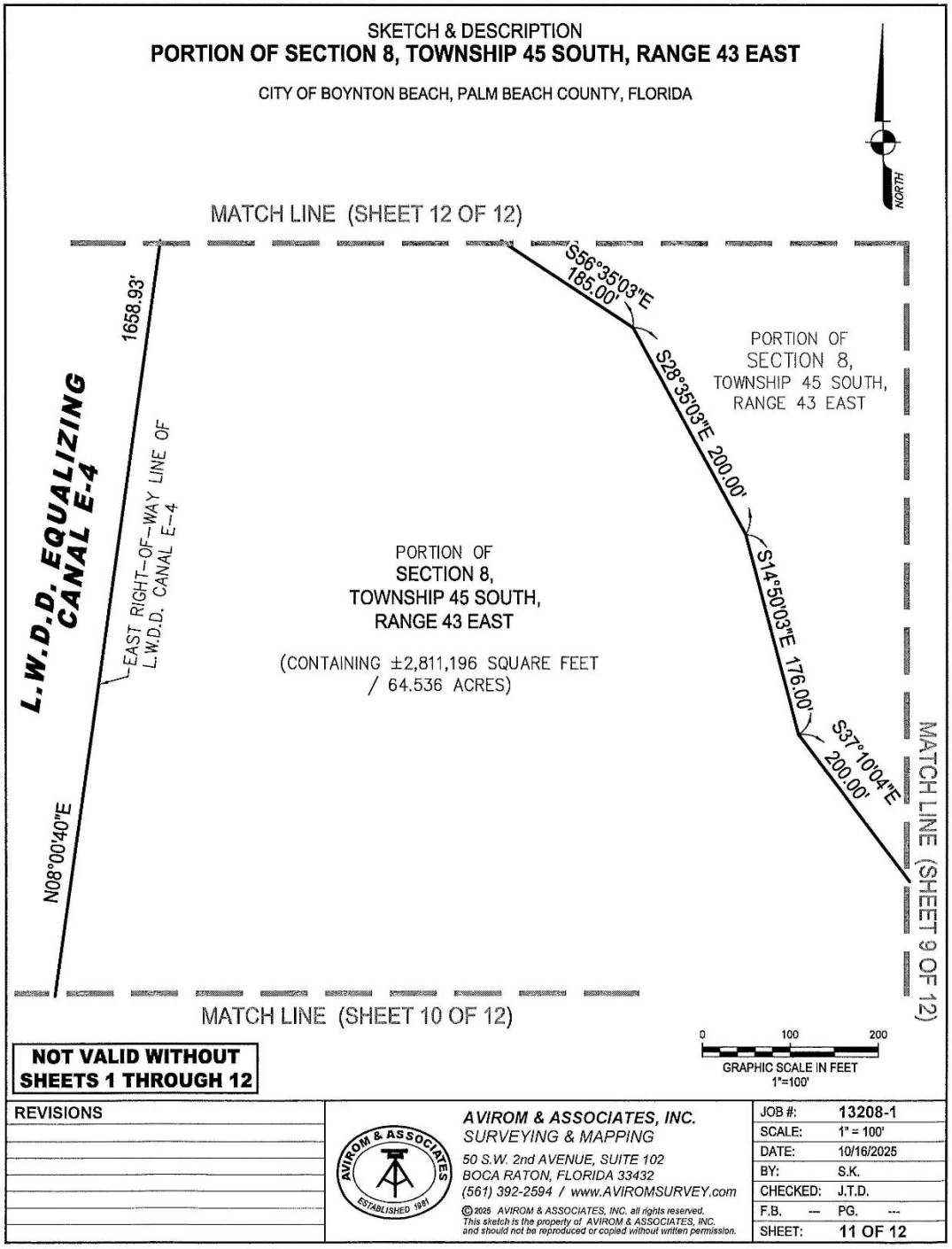
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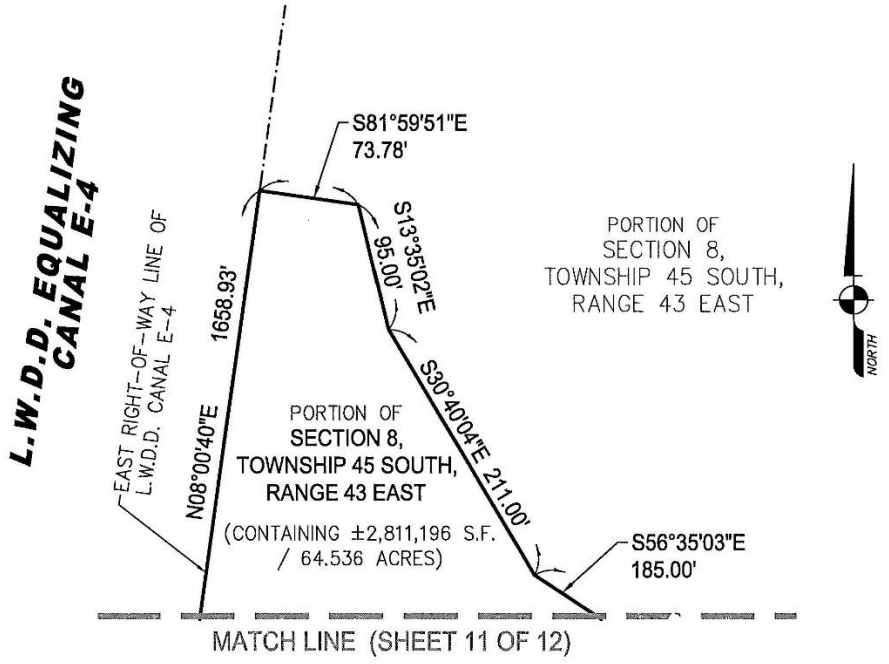
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SKETCH & DESCRIPTION

PORTION OF SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST

CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA



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GRAPHIC SCALE IN FEET
1"=100'

REVISIONS

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SURVEYING & MAPPING
50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
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SCALE:	1" = 100'
DATE:	10/16/2025
BY:	S.K.
CHECKED:	J.T.D.
F.B. ---	PG. ---
SHEET:	12 OF 12

09.23.25 (IG)

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Exhibit B
Amended Zoning Map

Existing Zoning



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PLANNING AND DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION

STAFF REPORT

TO:	Mayor and Commissioners
THRU:	Amanda B. Radigan, AICP Director of Planning and Development
FROM:	Gabe Sevigny, Principal Planner
DATE:	October 29, 2025
PROJECT:	High Ridge Country Club - Future Land Use Map Amendment and Rezoning – 2025.03.1591 & 2025.03.1590
REQUEST:	Approve High Ridge Country Club's request for a Future Land Use Map Amendment from LDR (Low Density Residential) to R (Recreation) and rezoning from R-1-AA (Single-Family Residential District) to REC (Recreation) consisting of approximately 64.54 acres, site is generally located west of High Ridge Road between Hypoluxo Road and Miner Road.

PROJECT DESCRIPTION

Property Owner:	High Ridge Country Club INC
Applicant:	Ryan Artim
Address:	2400 Hypoluxo Road, Boynton Beach, FL, 33462
Location:	West of High Ridge Road and situated between Hypoluxo Road to the north and Miner Road to the south.
Existing Land Use:	LDR (Low Density Residential)
Proposed Land Use:	R (Recreation)
Existing Zoning:	R-1-AA (Single-Family Residential District)
Proposed Zoning:	REC (Recreation)
Proposed Use:	Golf course expansion
Acreage:	64.54 acres

Adjacent Uses:

North:	Unincorporated Palm Beach County and City of Boynton Beach, with a mixture of residential, office, and commercial uses.
South:	Unincorporated Palm Beach County and City of Boynton Beach, with park, open space, and civic uses
East:	Unincorporated Palm Beach County and City of Boynton Beach, with a mixture of residential, office, and multi-family uses.
West:	City of Boynton Beach, with largely residential uses.

BACKGROUND

The subject area is located west of High Ridge Road and situated between Hypoluxo Road to the north and Miner Road to the south. The overall site consists of 234.46 acres and has a golf course, clubhouse, and other site amenities. While the entire site is under single ownership, the current configuration consists of three (3) parcels and an undeveloped section of right-of-way. The section of right-of-way has a concurrent application for an abandonment. The remaining three (3) parcels do not have a consistent zone designation, consisting of REC and R-1-AA.

The large portion of the subject site, located within the REC zoning district, permits the golf course and related structures, however the two parcels, consisting of 64.54 acres, located to the south and east are within the R-1-AA zoning district which does not permit a golf course as a use. While a portion of the golf course is located within the residential zone district, this area would be considered to be a non-conforming use. Any modifications or expansions of the golf course within the R-1-AA zone district would require a rezone.

The 64.54 acres in consideration is located within Environmentally Sensitive Lands both A and B-rated (see “Environmentally Sensitive Lands” attachment). The City of Boynton Beach’s Comprehensive Plan outlines policies in regard to managing and protecting these areas, as defined below in the section ‘Review Based on Criteria for Future Land Use Map and Rezone’.

As the applicant is proposing to expand the golf course and modify aspects of landscaping, and the current pond locations that are located within the R-1-AA zone district, staff advised the requirement for the Future Land Use Map amendment and Rezone. The only portion to be affected will be the 64.54 acres currently zoned R-1-AA.

As stated above, there is a concurrent application for an abandonment of the rights-of-way for the southern portion of Northwest 7th Court. As the connection has never been made and it is highly wooded through this area, engineering has recommended

approval of that application. If approved an associated final plat can be reviewed and approved changing the configuration to one lot.

PROCESS

While the subject property does not involve a text change to the goals, objectives, and policies of the comprehensive plan, nor is it located within an area of critical state concern, the size of the property under consideration does exceed 50 acres. Therefore, the proposed Future Land Use Map amendment is subject to the comprehensive plan amendment process per provisions of Chapter 163.3184, Florida Statutes.

REVIEW BASED ON CRITERIA FOR FUTURE LAND USE MAP AND REZONE

The criteria used to review Comprehensive Plan amendments and rezonings are listed in the Land Development Regulations, Chapter 2, Article II, Section 2.B and Section 2.D.3. These criteria are required to be part of a staff analysis when the proposed change includes an amendment to the Comprehensive Plan Future Land Use Map (FLUM) or a rezoning.

a. Demonstration of Need. *A demonstration of need may be based upon changing conditions that represent a demand for the proposed land use classification and zoning district. Appropriate data and analysis that adequately substantiates the need for the proposed land use amendment and rezoning must be provided within the application.*

While there are existing golf course related improvements within the R-1-AA zone district, this would be considered a legal non-conforming use. Any expansion or modification to these areas would require a rezone as a golf course is not a permitted use within the R-1-AA zone district.

b. Consistency. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would be consistent with the purpose and intent of, and promote, the applicable Comprehensive Plan policies, Redevelopment Plans, and Land Development Regulations.*

The proposed FLUM amendment is consistent with the intent of several Comprehensive Plan Future Land Use Element policies, including:

Policy 1.3.1 *The City shall continue to implement the future land use categories in accordance with the descriptions as provided in this policy. The densities and intensities shall be the maximums allowed, but those maximums will not necessarily be permitted in corresponding zoning districts. The Land Development regulations or other provisions of the City's Comprehensive Plan or Code of Ordinances may prohibit or regulate certain specific uses if doing so would be reasonable. Furthermore, other uses which may have land use*

characteristics very similar to those uses listed under a particular land use category may also be allowed in that land use category. One or more zoning districts, including planned development districts, shall be established to implement each of the following land use categories.

a. ***Recreational*** *category shall include active and passive recreation facilities and parks that are both publicly owned and privately- owned. It shall be the policy of the City that all land acquired for public parks, excluding those located in planned zoning districts shall be placed in the Recreational land use and zoning category within five years of acquisition. Development within this designation shall have a maximum Floor Area Ratio (FAR) of 0.50*

   The uses allowed in this land use category shall be limited to, but shall not necessarily include, the following:

   1. *Public parks and recreational facilities;*
   2. *Golf courses;*
   3. *Private parks and recreation facilities;*
   4. *Indoor entertainment as accessory;*
   5. *Theaters;*
   6. *Social and civic clubs and organizations;*
   7. *Governmental offices;*
   8. *Civic and community centers;*
   9. *Museums;*
   10. *Medical facilities as accessory; and*
   11. *Retail sales, restaurants as accessory.*

Policy 1.9.1 *New development and redevelopment shall be consistent with the policies of the Future Land Use Element and conform to the Future Land Use Map or, if applicable, comply with the future land use recommendations of the CRA Community Redevelopment Plan and any future redevelopment plans.*

Policy 4.5.3 *The City shall continue to require a detailed flora and fauna survey on any "A" rated site subject to a development proposal and any site greater than 10 acres in size. The City shall require preservation of a minimum 25% of all native plant communities which occur on an "A" rated ecosystems site the specific location to be determined as a result of the site survey. Habitat shall be preserved with intact canopy, understory and ground cover.*

Policy 4.5.4 *The City shall continue to enforce land development regulations to prohibit land clearing practices that destroy native Florida ecosystems in whole or in part prior to permitting by the City.*

Policy 4.5.5 *The City shall continue to enforce policies regarding the*

preservation of native habitat and endangered or threatened species and these policies shall also apply to any property which is owned or acquired by the City.

Policy 4.6.2 *The City shall modify and enforce regulations such that outright preservation of existing, non-exotic trees on any existing vegetated site shall be preferred over "cut and replace" preservation techniques. Removal and replacement shall be discouraged. Preservation of existing trees shall be encouraged, and removal must be unavoidable due to site layout needs with replacement equal to or greater in size and quality to that removed.*

Policy 4.6.3 *The City shall continue to enforce and, where appropriate, improve upon existing subdivision or other development regulations which require shoreline vegetation buffer strips, restrict the amount or location of site clearing, maintain natural drainage flows and require the removal of on-site exotic tree species.*

Policy 4.6.4 *The City shall continue, while discouraging clear-cutting prior to development, to enforce regulations that require removal of exotic tree species on sites being developed, particularly those sites containing sensitive ecosystems rated "A".*

Policy 4.6.5 *The City shall continue to enforce the land development regulations that require native vegetation species to satisfy at least 50% of all site landscaping requirements as a condition of development or permit approval.*

All future proposals will be subject to the above standards or any future changes to the City's Comprehensive Plan. Allowing for a REC zoning district largely prohibits many uses that could otherwise endanger these Environmentally Sensitive Lands.

c. Compatibility. *The application shall consider whether the proposed Future Land Use and Zoning, or potential uses allowed in a proposed Zoning district, would be compatible with the surrounding uses in terms of density scale, and the nature of use, or mobility options; or interconnectivity within the project and between adjacent properties.*

While the request is a Future Land Use Map Amendment and Rezone, there is no real change to the use of the subject site. If approved, the applicant may seek modifications or expansions that meet all other applicable requirements for a golf course, club house, and other site amenities and improvements. The proposed applications are compatible with existing uses within the area as the site is currently being used as a golf course.

d. Orderly Growth. *Whether the proposed amendments to the Future Land Use Map amendment (FLUM) and Zoning maps would encourage piecemeal development or*

create undevelopable parcels.

While the subject site is already in use as a golf course, approvals of these applications would allow for future expansions and modifications to the existing areas. Areas of the subject site would still be considered undevelopable as they are designated as Environmentally Sensitive Lands.

e. Location Efficiency. *Whether the proposed Future Land Use Map amendment (FLUM) and rezoning would support complementary land uses: the integration of a mix of land uses consistent with smart growth or sustainability initiatives; access to a wide range of mobility options; or, interconnectivity within the project and between adjacent properties.*

The proposed applications, if approved, would allow for expansions to occur within existing boundaries and will allow for interconnectivity within the site without disturbing adjacent properties.

f. Availability of Public Services / Infrastructure. *All requests for Future Land Use Map amendments shall be reviewed for long-term capacity availability at the maximum intensity permitted under the requested land use classification.*

There is not an anticipated increase of demand for City services. The area is largely developed and only future expansions to the existing golf course are proposed.

g. Economic Development Impact.

(1) Whether the proposed rezoning/FLUM amendments would not:

a. *Represent a potential decrease in the possible intensity of development, given the uses permitted in the proposed land use category and/or zoning district; and*
b. *Represent a potential decrease in the number of uses with high probable economic development benefits.*

(2) Whether the proposed rezoning/FLUM amendment would:

a. *Create new employment opportunities:*
b. *Contribute to the enhancement and diversification of the city's tax base:*
c. *Respond to the current or anticipated market demand or community needs: or*
d. *Alleviate economic obsolescence of the subject area*

The site is currently largely developed. If approved, the existing REC uses that were developed within the R-1-AA zone district would be able to expand, thereby increasing economic development benefits. The proposed application meets all of the above criteria.

h. Heavy Commercial and Industrial Land Supply. *The review shall consider whether the proposed amendments to the Future Land Map amendment (FLUM)*

and Zoning maps would reduce the amount of land available for heavy commercial/industrial development. If such determination is made, the approval can be recommended under the following conditions:

(1) The size, shape, and/or location of the property makes it unsuitable for commercial/industrial development; or

(2) The proposed rezoning/FLUM amendment provides substantiated evidence of satisfying at least two (2) of the Direct Economic Development Benefits listed in subparagraph "g" above; and

The proposed application would not be suitable for commercial/industrial as it is designated as Environmentally Sensitive Lands and the application satisfies four (4) of the Direct Economic Development Impacts listed above.

RECOMMENDATION

Staff has reviewed the proposed Future Land Use Map Amendment and Rezone against the review criteria provided in Chapter 2, Article II, Section 2, Subsections B.3.c & D.3 and has found the proposal to meet the aforementioned criteria. Therefore, staff recommends that the request be approved.

SKETCH & DESCRIPTION

PORTION OF SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST

CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA

LAND DESCRIPTION:

A portion of Section 8, Township 45 South, Range 43 East, being more particularly described as follows:

BEGIN at the Southeast corner of STANFORD PARK A P.U.D., according to the Plat thereof as recorded in Plat Book 46, Page 67 of the Public Records of Palm Beach County, Florida; thence S05°02'00"W, along the west line of HIGH RIDGE SUBDIVISION, according to the Plat thereof as recorded in Plat Book 22, Page 6 and along the west line of IMAGINE CHARTER SCHOOL AT BOYNTON BEACH, according to the Plat thereof as recorded in Plat Book 112, Pages 186 and 187, of the Public Records of Palm Beach County, Florida, a distance of 1708.66 feet; thence S01°09'29"W, along the west line of said IMAGINE CHARTER SCHOOL AT BOYNTON BEACH and along the west line of HIGH RIDGE LANDING, according to the Plat thereof as recorded in Plat Book 119, Pages 123 through 125 of the Public Records of Palm Beach County, Florida, a distance of 1535.84 feet to a point on the north right-of-way line of Miner Road; thence S88°07'03"W, along said north right-of-way line, a distance of 1531.57 feet to a point of curvature of a curve concave to the south, having a radius of 2354.00 feet and a central angle of 07°50'43"; thence southwesterly an arc distance of 322.32 feet to a point of tangency; thence S80°16'20"W, 234.19 feet to a point on the south line of said Section 8; the previous three courses being along the north right-of-way line of Miner Road; thence S88°07'03"W, along said south line, a distance of 548.84 feet to a point on the east right-of-way line of Lake Worth Drainage District Equalizing Canal E-4; thence N08°00'40"E, along said east right-of-way line, a distance of 1658.93 feet; thence S81°59'51"E, 73.78 feet; thence S13°35'02"E, 95.00 feet; thence S30°40'04"E, 211.00 feet; thence S56°35'03"E, 185.00 feet; thence S28°35'03"E, 200.00 feet; thence S14°50'03"E, 176.00 feet; thence S37°10'04"E, 200.00 feet; thence S65°50'03"E, 165.00 feet; thence N61°59'57"E, 111.00 feet; thence S82°55'03"E, 1065.00 feet; thence N51°14'57"E, 230.00 feet; thence N05°14'57"E, 610.00 feet; thence N02°11'53"W, 1039.99 feet; thence N20°20'37"E, 287.63 feet to a point of curvature of a curve concave to the west, having a radius of 300.00 feet and a central angle of 27°21'09"; thence northerly an arc distance of 143.22 feet to a point of tangency; thence N07°00'32"W, 396.66 feet; thence N02°32'01"E, 201.41 feet to a point on the south line of said STANFORD PARK A P.U.D.; thence S86°34'46"E, along said south line, a distance of 384.30 feet to the POINT OF BEGINNING.

Said land lying in the City of Boynton Beach, Palm Beach County, Florida, containing 2,811,196 square feet, 64.536 acres, more or less.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as surveyed in the field under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Date: 10/17/2025

NOT VALID WITHOUT SHEETS 1 THROUGH 12

John T. Doogan, P.L.S.

Digitally signed by John T. Doogan, P.L.S.
Date: 2025.10.17 14:54:30 -04'00'

JOHN T. DOOGAN, P.L.S.
Florida Registration No. 4409
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

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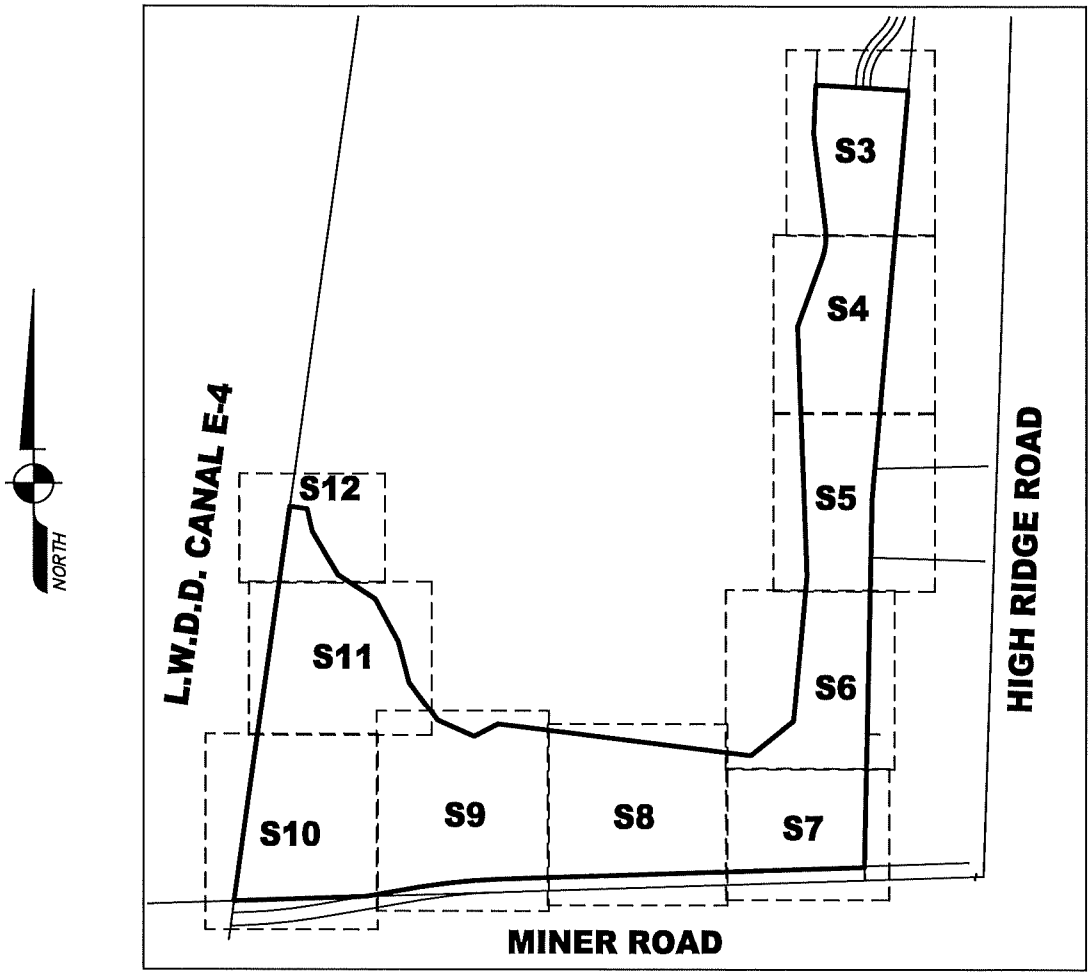
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CHECKED:	J.T.D.
F.B. ---	PG. ---
SHEET:	1 OF 12

SKETCH & DESCRIPTION

PORTION OF SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST

CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA



KEY SHEETS & LOCATION SKETCH

(NOT TO SCALE)

SURVEYOR'S REPORT:

1. Reproductions of this Sketch are not valid without the signature and the original seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this survey map or report by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings are based on the north right-of-way line of Miner Road having a bearing of S88°07'03"W.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: Δ = Central Angle; ℄ = Centerline; F.B. = Field Book; L = Arc Length; L.B. = Licensed Business; L.W.D.D. = Lake Worth Drainage District; P.B. = Plat Book; P.B.C.R. = Palm Beach County Records; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; R = Radius; R/W = Right-of-Way.

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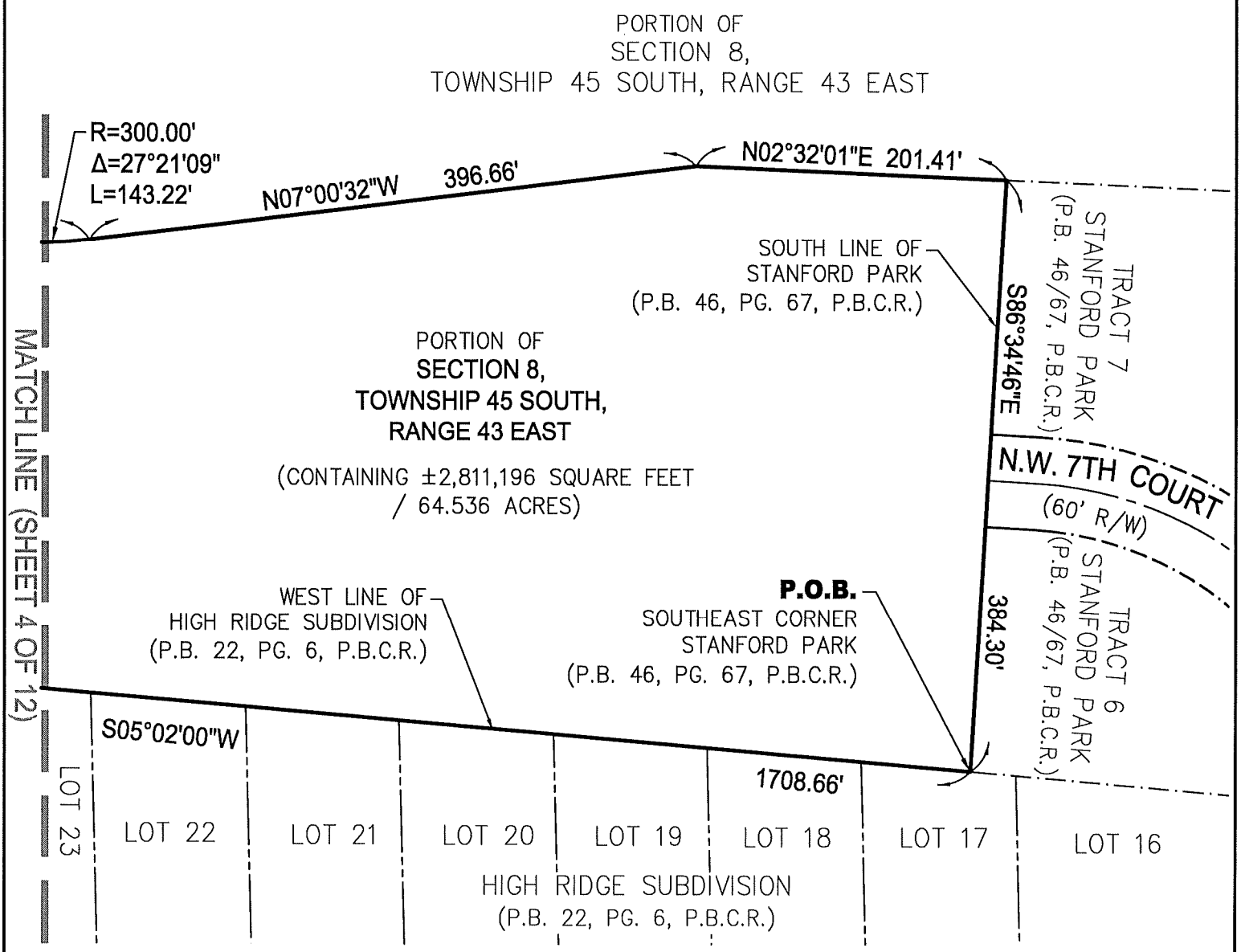
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SKETCH & DESCRIPTION

PORTION OF SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST

CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA



NORTH

0 100 200

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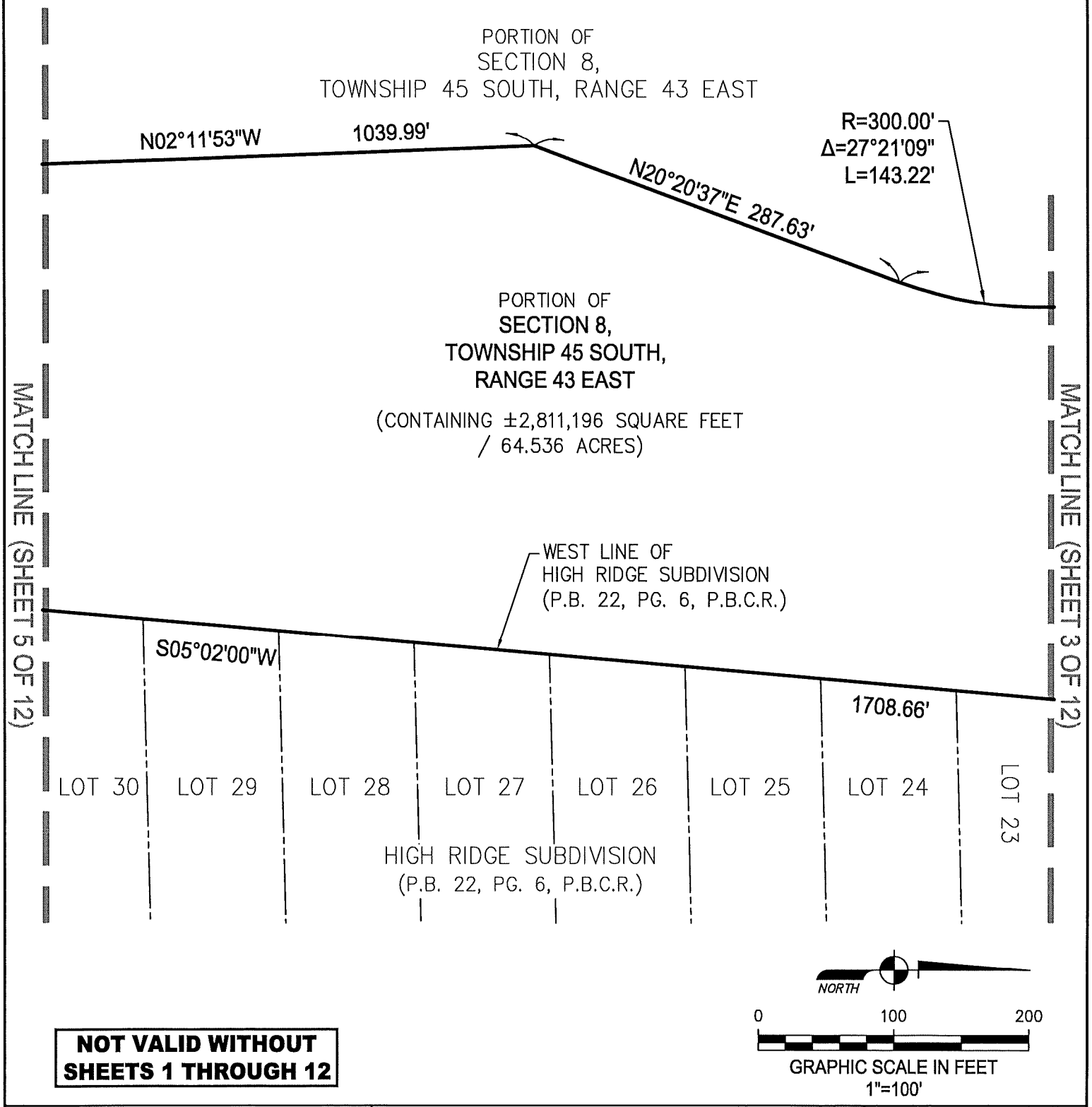
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SKETCH & DESCRIPTION

PORTION OF SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST

CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA



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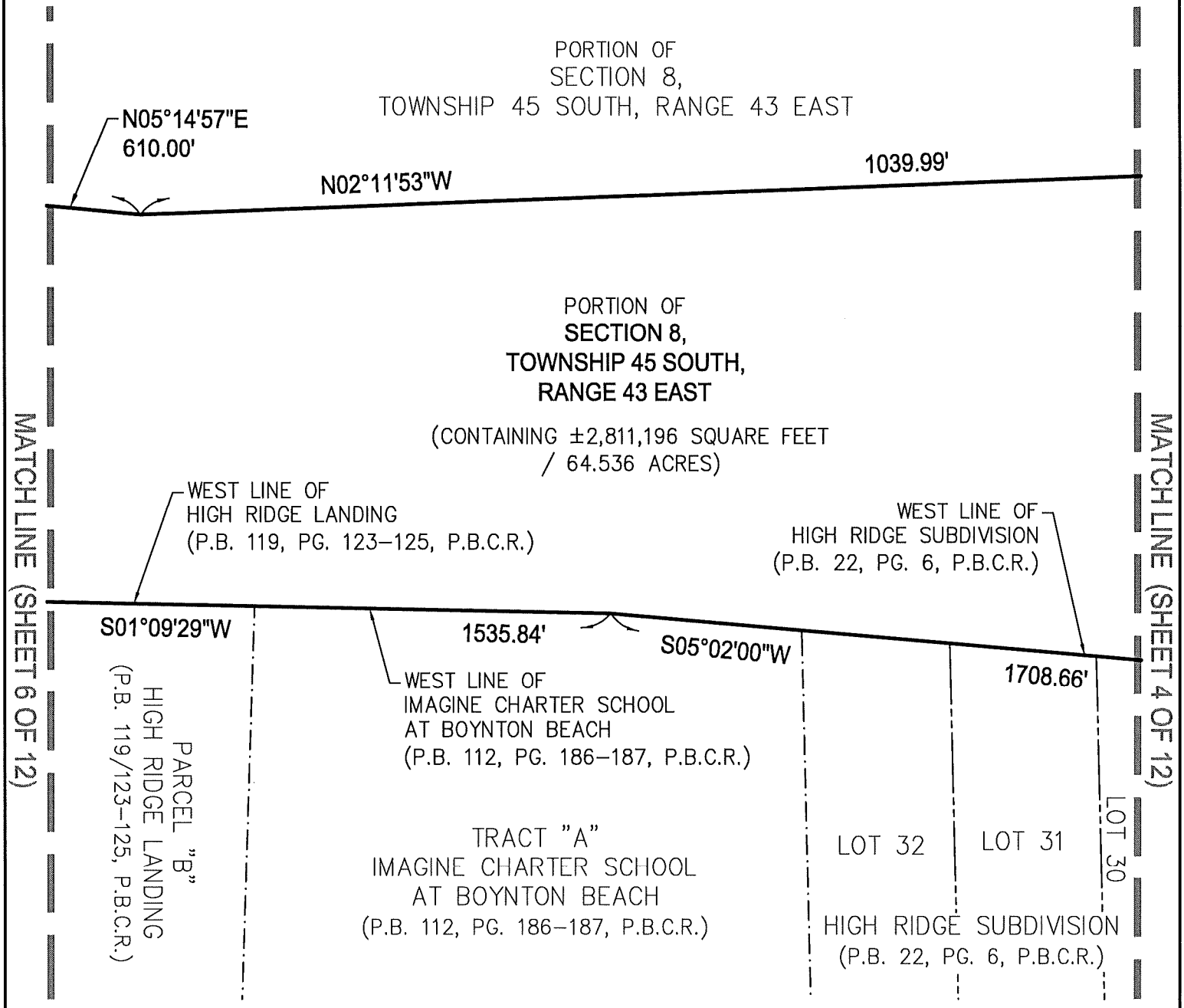
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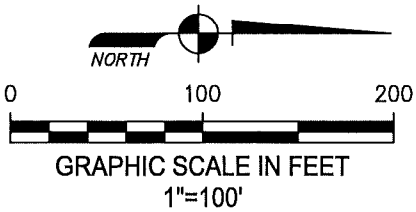
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SKETCH & DESCRIPTION

PORTION OF SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST

CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA





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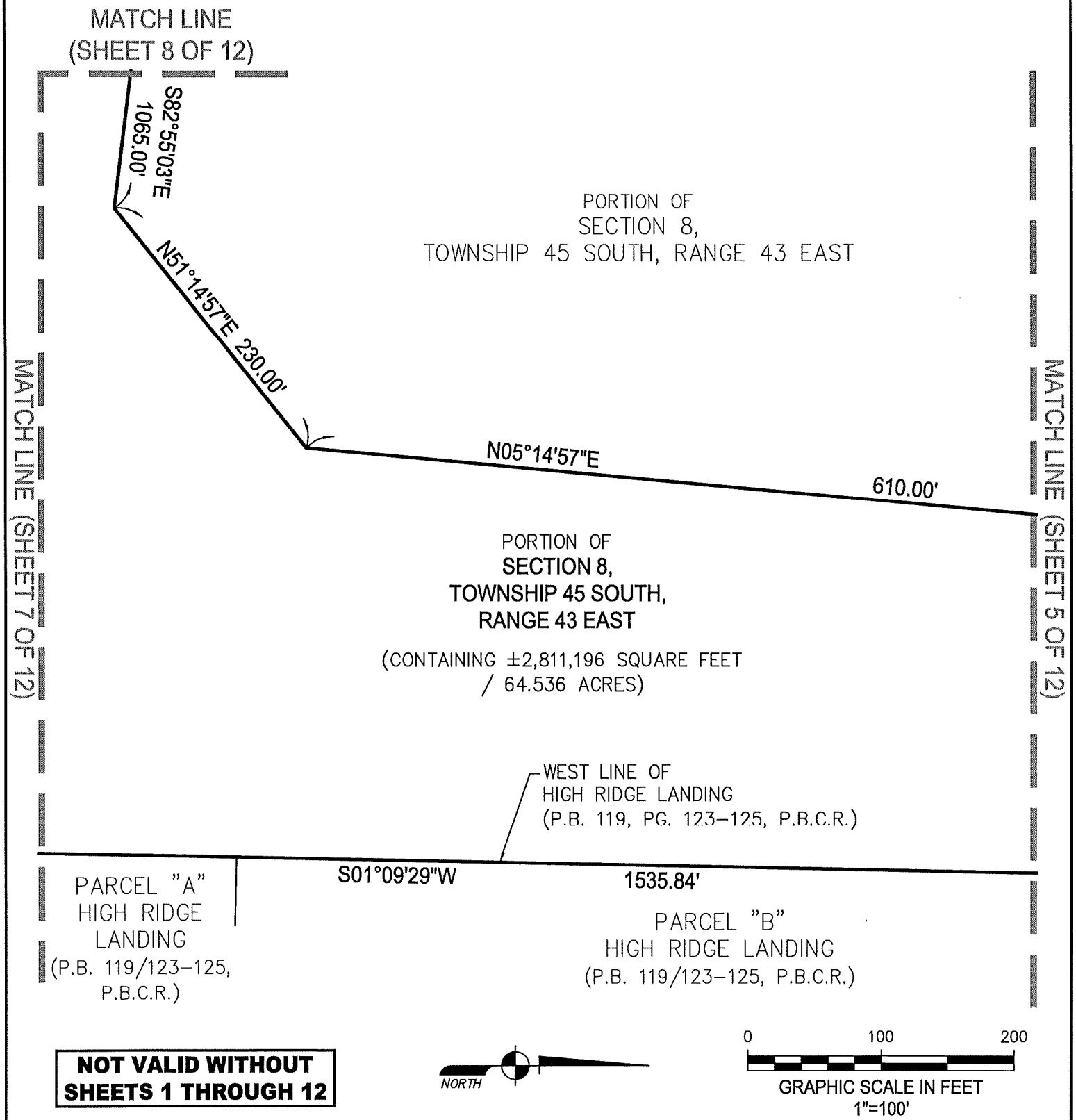
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SKETCH & DESCRIPTION

PORTION OF SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST

CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA



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NORTH

0 100 200

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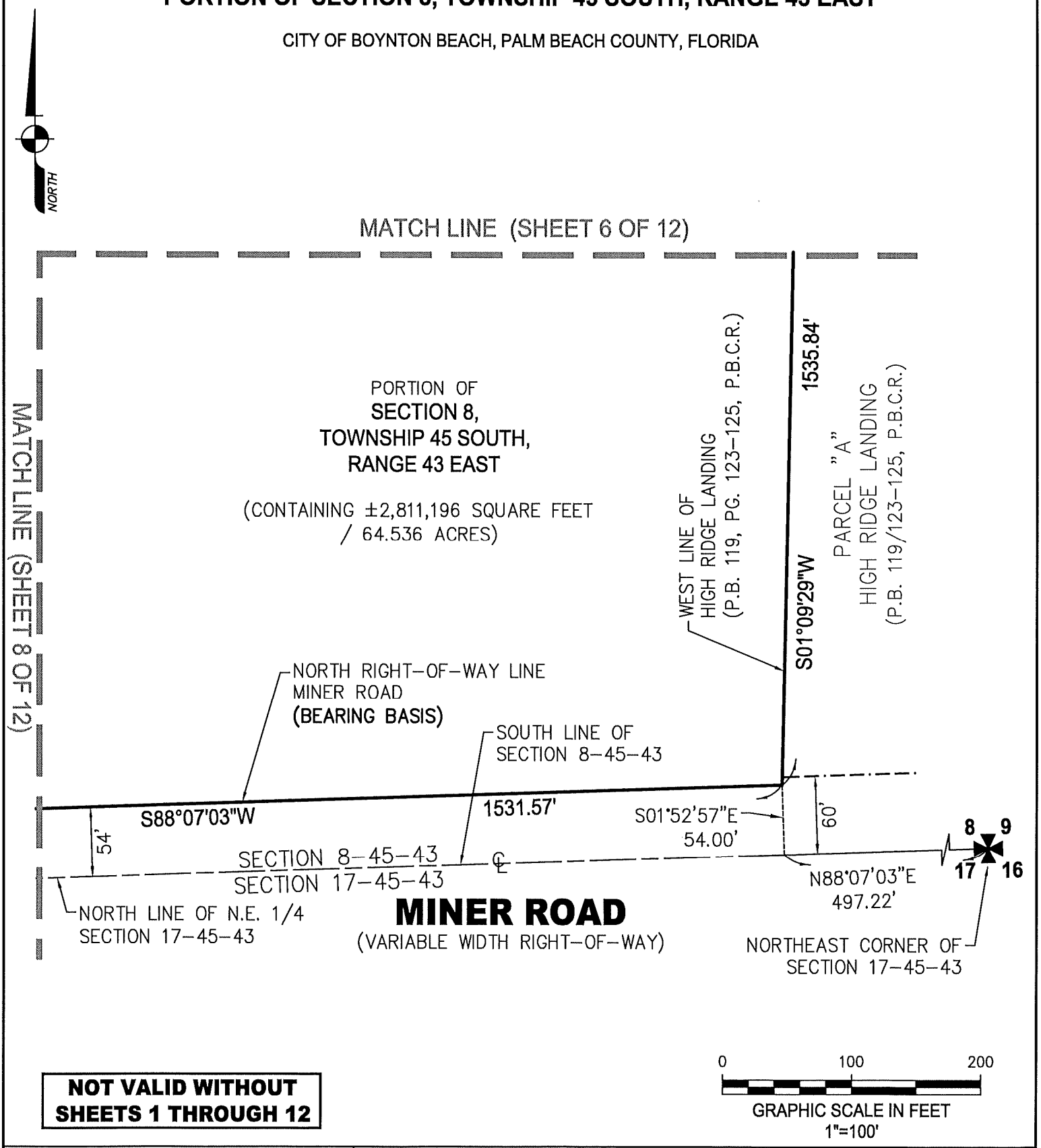
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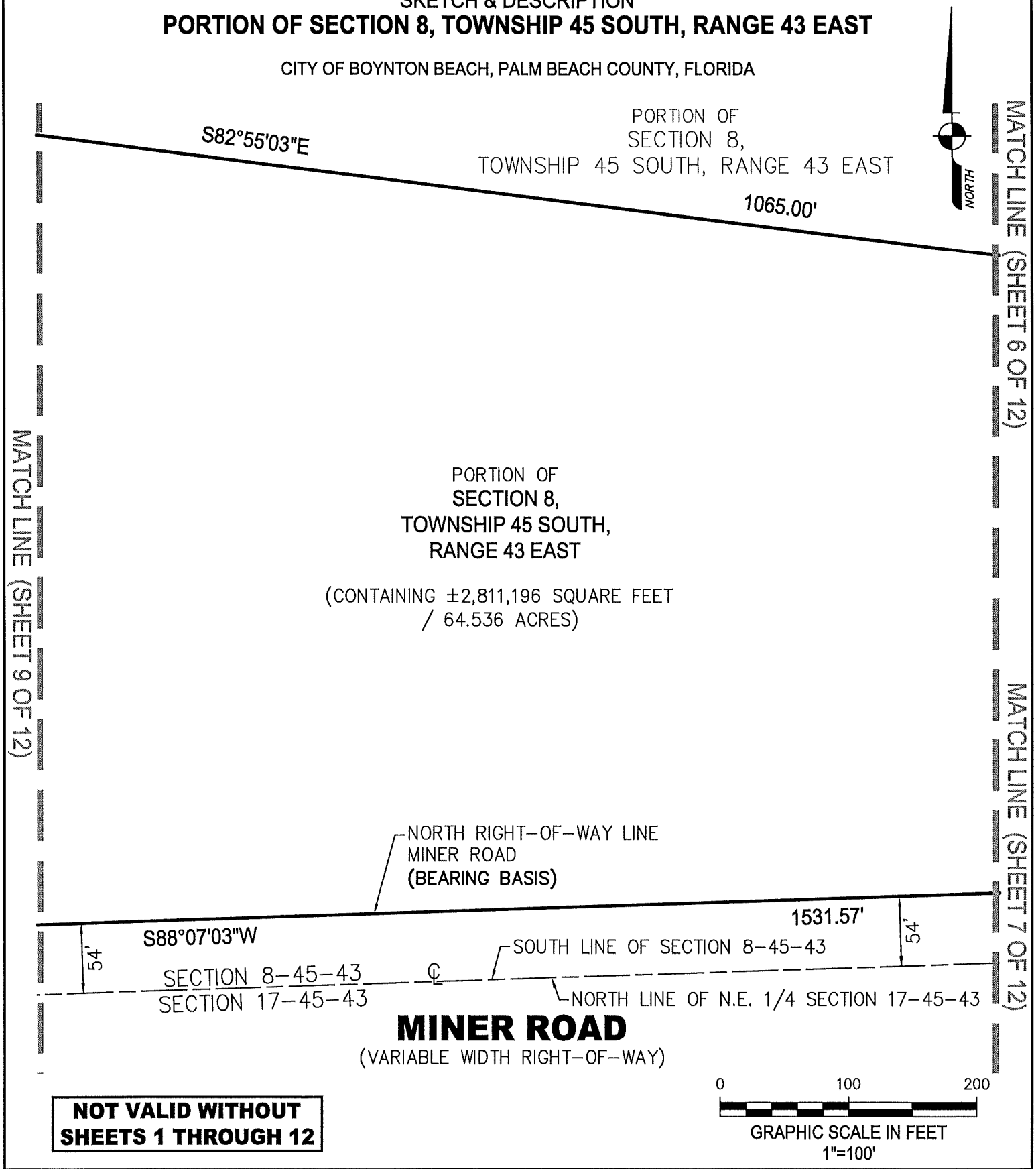
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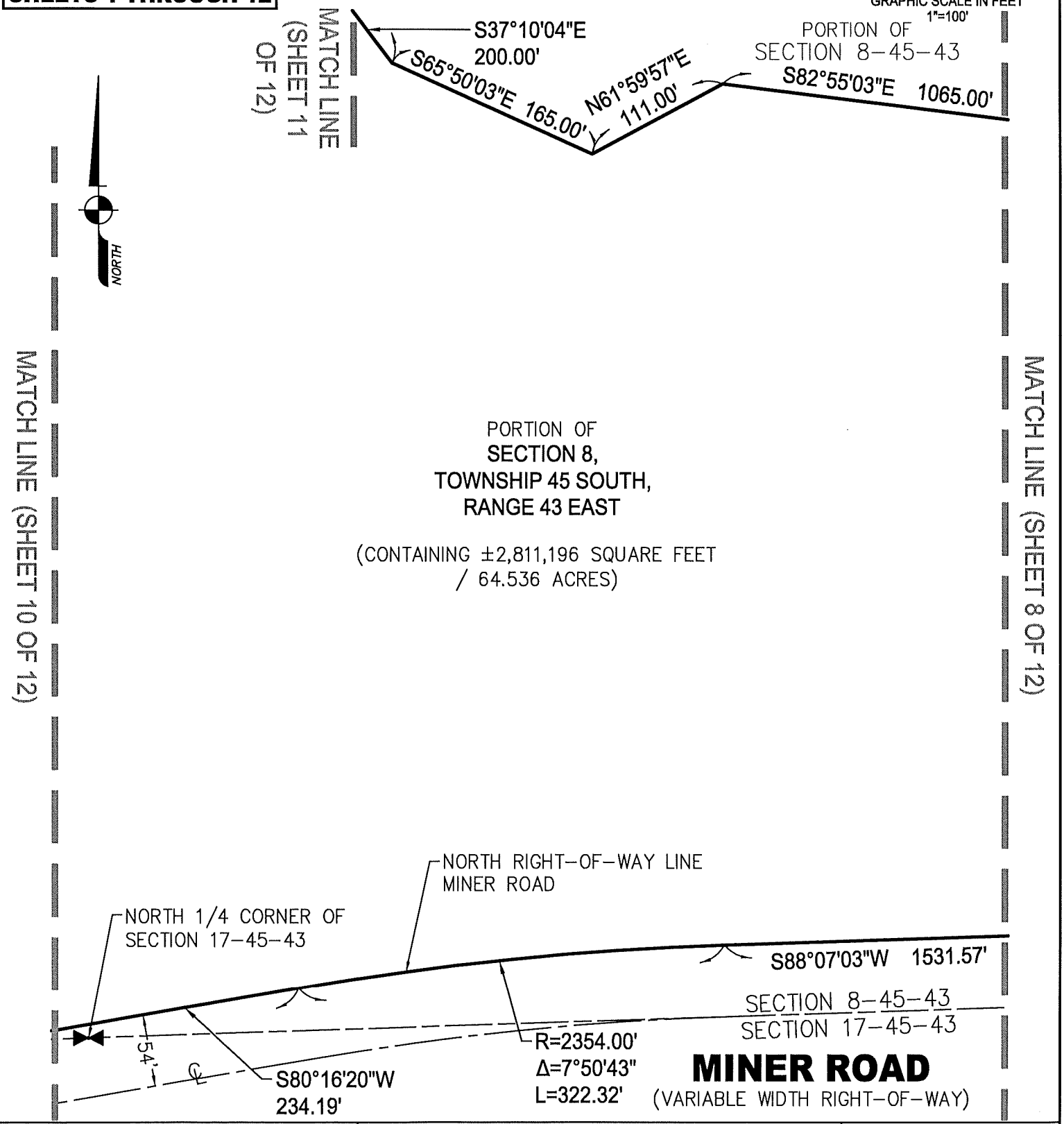
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SKETCH & DESCRIPTION

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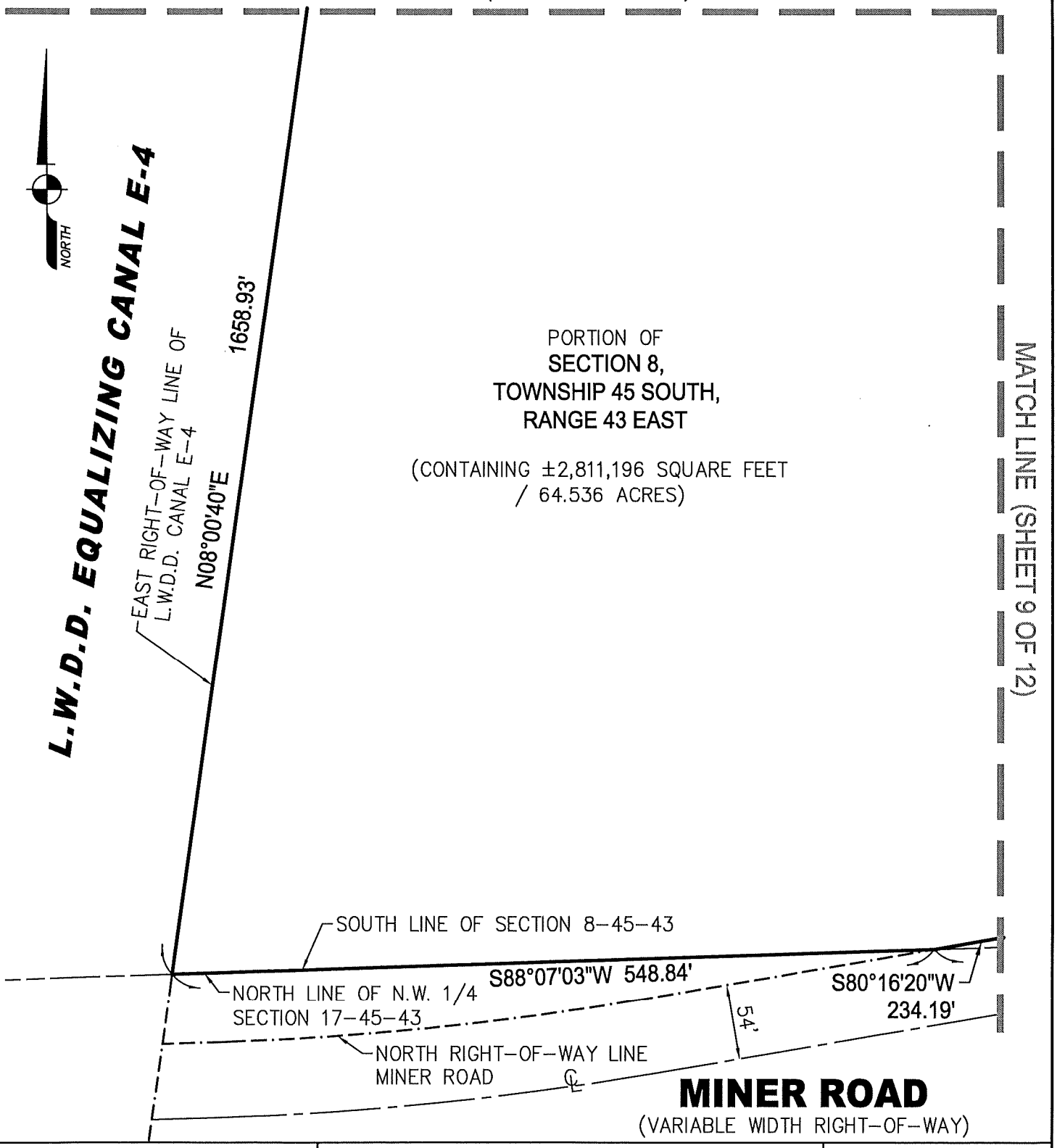
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MATCH LINE (SHEET 11 OF 12)



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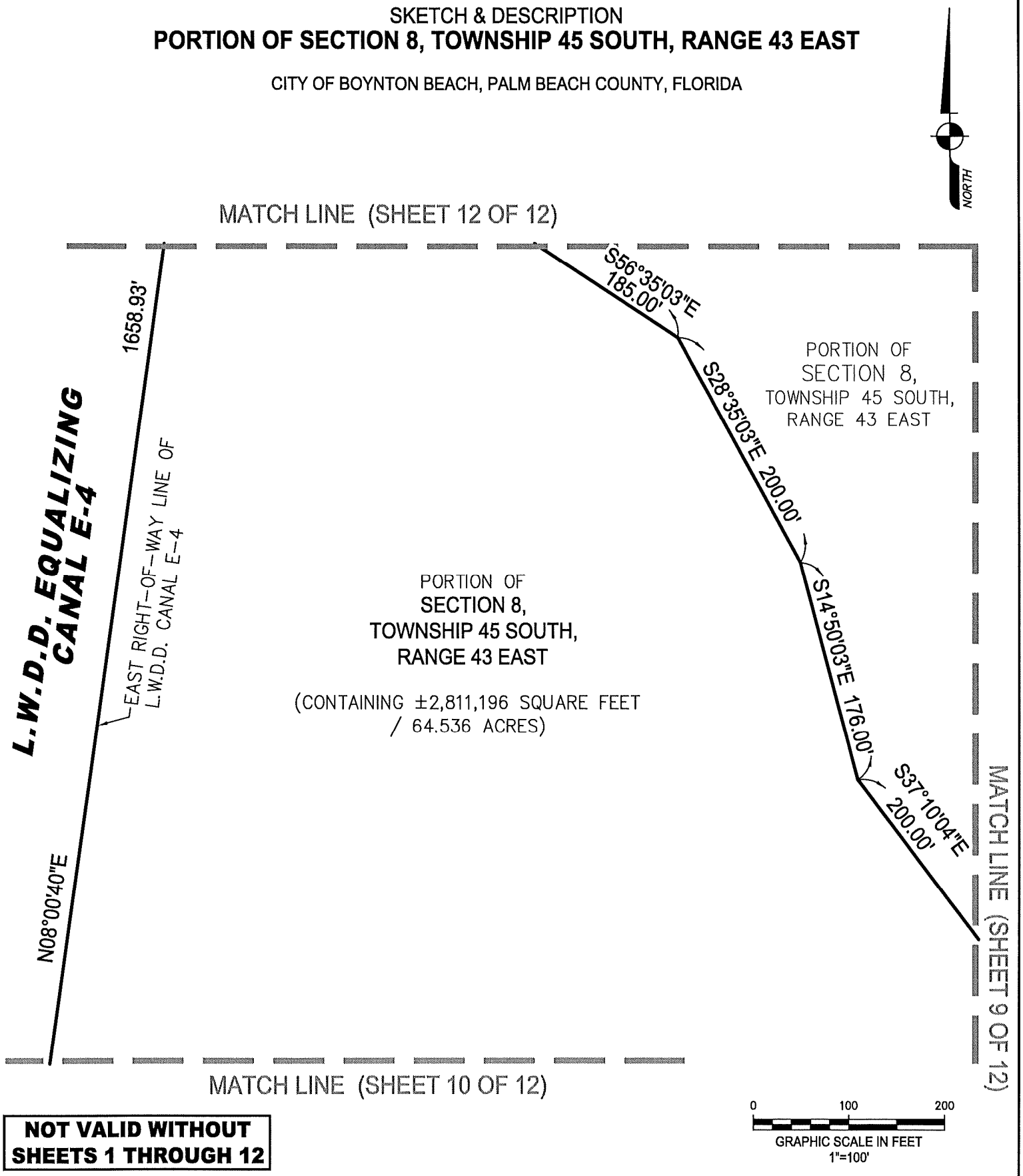
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SKETCH & DESCRIPTION

PORTION OF SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST

CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA



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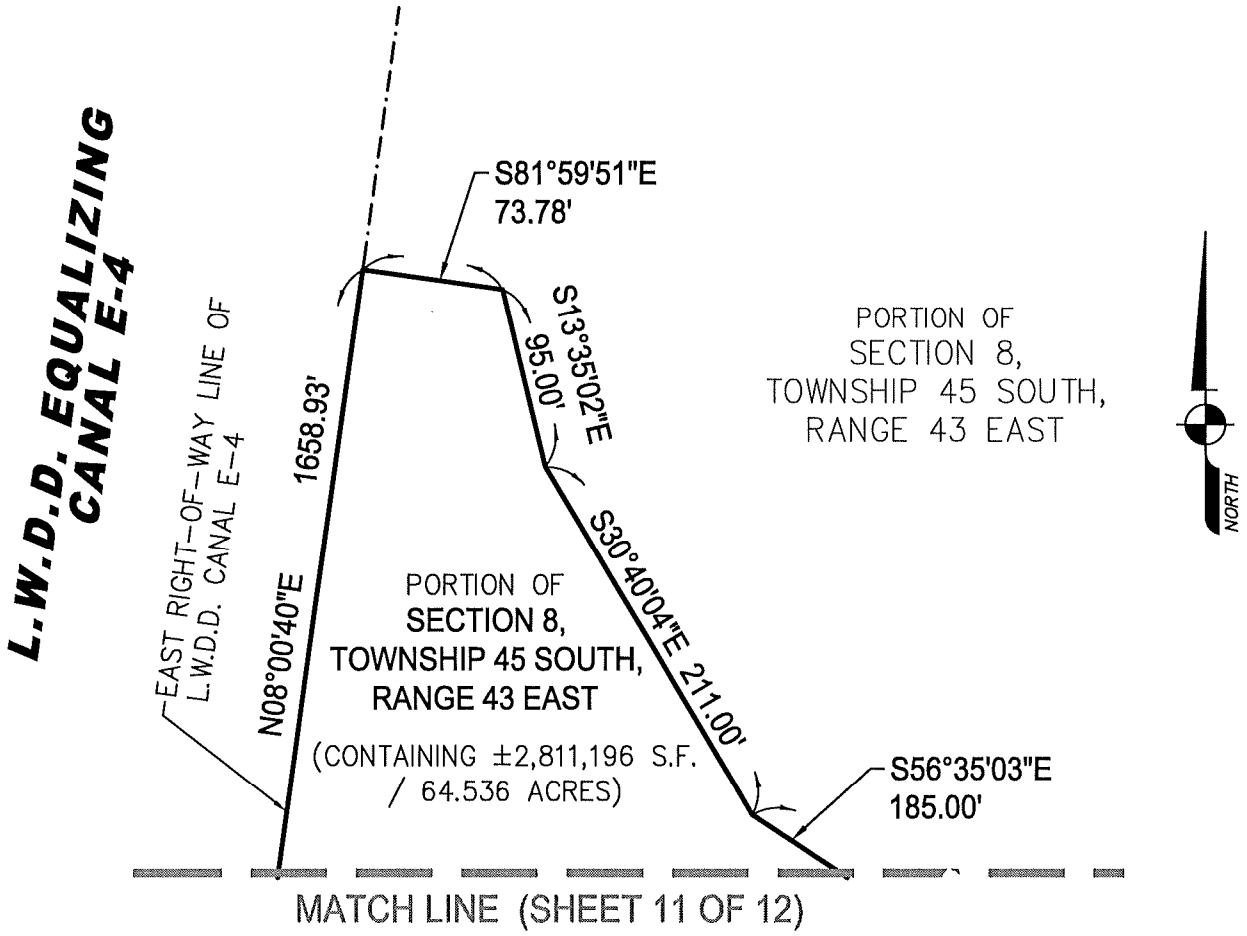
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SHEET:	11 OF 12

SKETCH & DESCRIPTION

PORTION OF SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST

CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA



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F.B. ---	PG. ---
SHEET:	12 OF 12

Existing Zoning

HYPOLUXO RD, FL 33426

Zoning | Property Details | Use(s) | Layers

ZONING & FUTURE LAND USE

Zoning:	R1AA
Existing Land Use:	Commercial
Future Land Use:	LDR
Allowed Use(s):	View Detailed Uses

ADDITIONAL ZONES

FEMA Flood Zone:	AE 0.2 Percent Annual Chance Flood Hazard
Base Flood Elevation:	9

ADDITIONAL REGULATIONS

- Fences, Decks, Porches, Pools, Sheds, etc.
- Mobility Fee Assessment Area
- Rear setback reduction for a single-story building
- Setbacks may be reduced on corner lots
- This property abuts water, special setbacks may apply

BUILDING & SITE REGULATIONS

Maximum Lot Coverage:	45%
Residential Density:	5.50 Du / Acre
Maximum Building Height:	N/A
Floor Area Ratio:	N/A
Maximum Built Area Allowed:	3,531,070 ft²
Maximum Building Footprint:	1,177,023 ft²
Minimum Open Space:	0%
Maximum Residential Area Allowed:	621,918 ft²
Maximum Residential Units Allowed:	330

MINIMUM SETBACKS

Front:	25.00 ft
Interior Side:	10.00 ft
Rear:	20.00 ft



Proposed Zoning



LOCATION MAP
NTS

NORTH

LEGAL DESCRIPTION
HIGH RIDGE COUNTRY CLUB ALL OF PLAT (LESS HYPOLUXO RD R/W)

LEGEND:

PROPOSED ZONING: REC
(RECREATION DISTRICT)

PROPOSED ZONING MAP

This document has been digitally signed and sealed by Blake M. Kidwell on 03/12/2025.

Printed copies of this document are not considered signed and sealed.

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PHONE (954) 522-1004 | WWW.FLYNNENGINEERING.COM
EB# 6578

Sheet Title: PROPOSED ZONING MAP

Job Title: HIGH RIDGE COUNTRY CLUB
REZONE
2400 HYPOLUXO ROAD,
BOYNTON BEACH, FLORIDA 33462

NORTH

Revisions

1		
2		
3		
4		
5		
6		
7		
8		

Phase:
DRC
DOCUMENTS

BLAKE M. KIDWELL LICENSE No 91488 STATE OF FLORIDA PROFESSIONAL ENGINEER

Scale: 1"=180'	Date 03/12/25
Job No. 24-1833.00	Plot Date 03/12/25
Drawn by JMG	Sheet No. X2
Proj. Mgr. DRS	
Appr. by DRS	1 of 1

PROJECT:

HIGH RIDGE COUNTRY CLUB REZONE APPLICATION

2400 Hypoluxo Road, Boynton Beach, FL

OWNER:

High Ridge Country Club, Inc.

LEGAL DESCRIPTION

HIGH RIDGE COUNTRY CLUB ALL OF PLAT (LESS HYPOLUXO RD R/W)

SEE SURVEY FOR LAND DESCRIPTION

PROPERTY DETAILS

PARCEL CONTROL NUMBER:
08-43-45-08-00-000-10000

PROPERTY USE CODE: 3800-GOLF COURSE

MUNICIPALITY: BOYNTON BEACH
BOOK/PAGE: 05198/01395

DRC SHEET INDEX

	COVER SHEET
	SURVEY
	PLAT
C0	CONTEXT MAP
X1	EXISTING ZONING MAP
X2	PROPOSED ZONING MAP

PROJECT TEAM

OWNER

HIGH RIDGE COUNTRY CLUB, INC.
2400 Hypoluxo Road
Lantana, FL
564.586.3333

CIVIL ENGINEER/ LAND PLANNER

FLYNN ENGINEERING SERVICES, PA
241 Commercial Blvd., LBTS, FL
954.522.1004

PROJECT TEAM

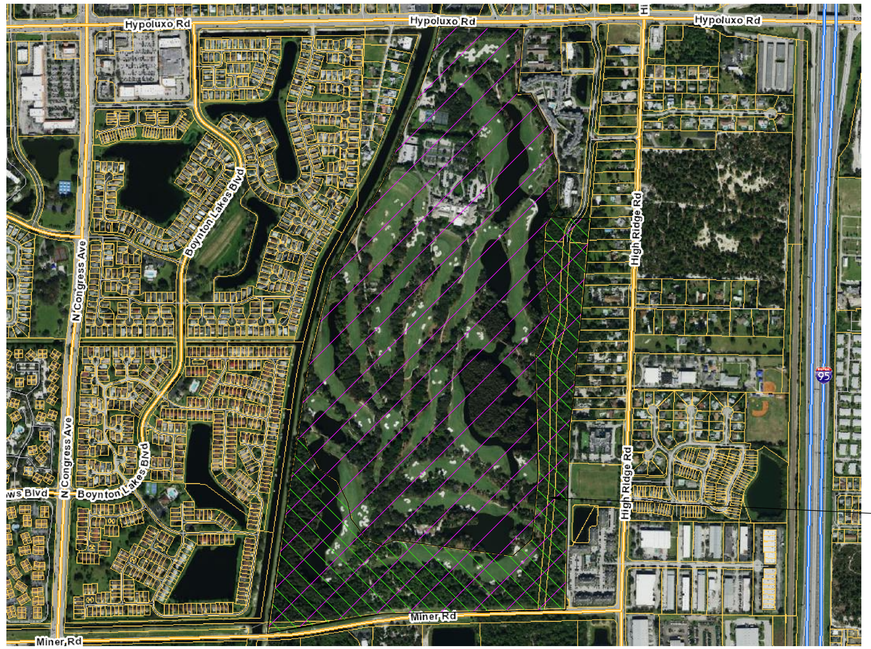
AT&T
321 SE 2nd Street,
Delray Beach, FL 33483
g44488@ATT.COM

CITY OF BOYNTON BEACH
UTILITIES DEPARTMENT
124 E Woolbright Rd,
Boynton Beach, FL 33426
easementconsent@bbfl.us

COMCAST
3960 RCA Blvd, Suite 6002,
Palm Beach Gardens, FL 33410
daniel_tiburcio2@comcast.com

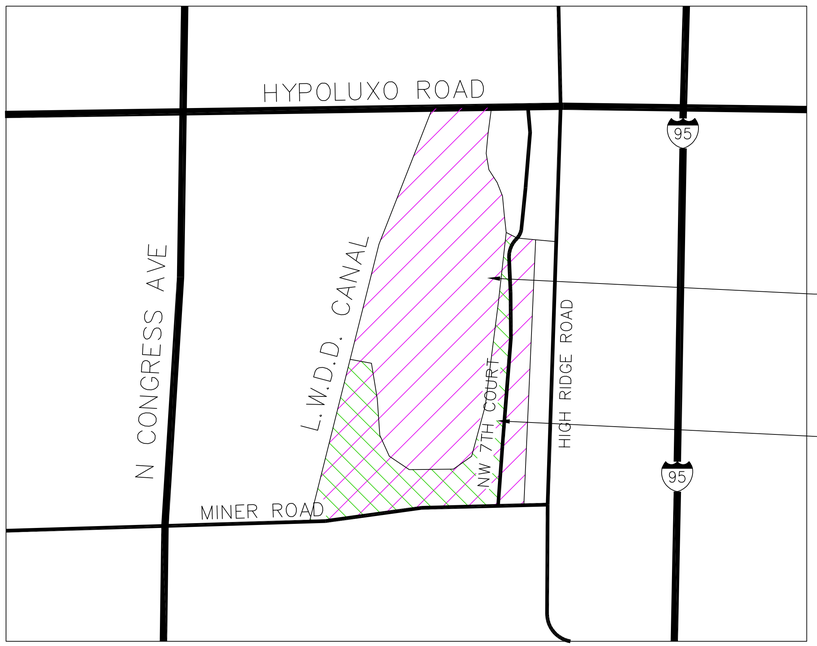
FLORIDA PUBLIC UTILITES
P.O. Box 3395,
West Palm Beach, FL 33402
engineering-wpb@fpuc.com

FP&L
9329 S Military Trail,
Boynton Beach, FL 33436
DCP-Group.SharedMailbox@nextenergy.com



AERIAL MAP
N.T.S

NORTH



LOCATION SKETCH
N.T.S

43T-45R-08S

NORTH

FLYNN ENGINEERING
241 COMMERCIAL BLVD., LAUDERDALE-BY-THE-SEA, FL 33308
PHONE:(954) 522-1004 | WWW.FLYNNENGINEERING.COM
EB# 6578

SCALE:	PROJ PLNR:	PROJ ENGR:
AS SHOWN	JMG	DRS
JOB NO:	PLOT DATE:	APPR. BY:
24-1833.00	03/10/2025	DRS

NORTH

BOUNDARY SURVEY
HIGH RIDGE COUNTRY CLUB

DESCRIPTION

PARCEL 1:

A TRACT OF LAND IN SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING AND BEING IN SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCING AT THE N.E. CORNER OF SAID SECTION 8, THENCE S 88° 35' 54" W ALONG THE NORTH LINE OF SAID SECTION 8 A DISTANCE OF 1062.00 FEET.

THENCE S 05° 01' 35" W A DISTANCE OF 64.24 FEET TO THE NORTHWEST CORNER OF STANFORD PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 67, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA , AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THE NEXT 8 COURSES ARE ALONG THE WEST LINE OF SAID STANFORD PARK AND COTERMINOUS WITH THE EAST LINE OF HIGH RIDGE COUNTRY CLUB ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 39, PAGE137, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

1.THENCE S 05° 01' 35" W A DISTANCE OF 595.77 FEET ;

2.THENCE N 88° 35' 54" E A DISTANCE OF 120.73 FEET;

3.THENCE S 29° 27' 57" E A DISTANCE OF 420.16 FEET;

4.THENCE S 03° 25' 08" W A DISTANCE OF 138.00 FEET;

5.THENCE S 21° 12' 17" E A DISTANCE OF 132.00 FEET;

6.THENCE S 00° 35' 52" W A DISTANCE OF 345.42 FEET;

7.THENCE S 28° 12' 41" W A DISTANCE OF 231.32 FEET;

8.THENCE S 02° 31' 55" W A DISTANCE OF 121.78 FEET;

THENCE S 86° 34' 52" E ALONG THE SOUTH LINE OF SAID STANFORD PARK A DISTANCE OF 384.32 FEET;

THENCE S 05° 01' 45" W ALONG THE WEST LINE OF HIGH RIDGE SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 22, PAGE 6, PUBLIC RECORDS OF PALM COUNTY, FLORIDA, A DISTANCE OF 1708.64 FEET;

THENCE CONTINUE ALONG SAID WEST LINE S 01° 09' 29" W A DISTANCE OF 1535.84 FEET;

THENCE S 88° 07' 03" W ALONG A LINE 54.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 8, SAID LINE ALSO BEING THE NORTH RIGHT OF WAY LINE OF MINER ROAD AS DESCRIBED IN OFFICIAL RECORD BOOK 4431, PAGE 492, AND OFFICIAL RECORD BOOK 5410, PAGE 1464,A DISTANCE OF 1531.54 FEET;

THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2354.00 FEET AND A CENTRAL ANGLE OF 07° 50' 43" FOR AN ARC LENGTH OF 322.32 FEET, SAID CURVE HAVING A CHORD BEARING OF S 84° 11' 42" W A DISTANCE OF 322.07 FEET;

THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY S 80° 16' 20" W A DISTANCE OF 234.19 FEET;

THENCE S 88° 07' 05" W ALONG THE SAID SOUTH LINE OF SECTION 8, A DISTANCE OF 547.87 FEET;

THE NEXT 7 COURSES ARE ALONG THE WEST LINE OF THE LAKE WORTH DRAINAGE DISTRICT CANAL E-4 PER OFFICIAL RECORD BOOK 3168, PAGE 850, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

1.THENCE N 08° 00' 41" E A DISTANCE OF 2067.55 FEET;

2.THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4349.42 FEET AND A CENTRAL ANGLE OF 06° 39' 36" FOR AN ARC LENGTH OF 505.57 FEET, SAID CURVE HAVING A CHORD BEARING OF N 11° 20' 29" E A DISTANCE OF 505.29 FEET;

3.THENCE N 14° 40' 17" E A DISTANCE OF 549.27 FEET;

4.THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 481.64 FEET AND A CENTRAL ANGLE OF 14° 23' 39" FOR AN ARC LENGTH OF 121.00 FEET, SAID CURVE HAVING A CHORD BEARING OF N 21° 52' 07" E A DISTANCE OF 120.68 FEET;

5.THENCE N 29° 03' 56" E A DISTANCE OF 848.29 FEET;

6.THENCE N 21° 34' 01" E A DISTANCE OF1069.83 FEET ;

7.THENCE N 13° 54' 03" E A DISTANCE OF 380.34 FEET ;

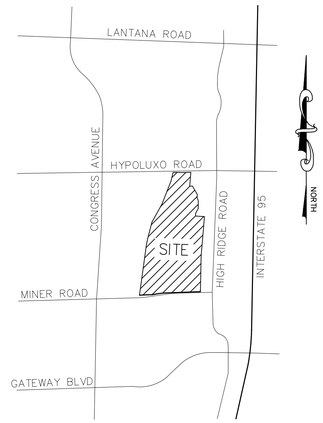
THENCE S 88° 30' 00" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF HYPOLUXO ROAD PER OFFICIAL RECORD BOOK 5643, PAGE 1607, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 275.52 FEET ;

THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5781.58 FEET AND A CENTRAL ANGLE OF 02° 54' 06" FOR AN ARC LENGTH OF 292.80 FEET, SAID CURVE HAVING A CHORD BEARING OF S 89° 57' 03" E A DISTANCE OF 292.77 FEET;

THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY N 88° 35' 54" E A DISTANCE OF 193.91 FEET, TO THE POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM N.W. 7TH COURT AS SUCH WAS GRANTED TO THE CITY OF BOYNTON BEACH, FLORIDA, PER OFFICIAL RECORD BOOK 4020, PAGE 1476, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THE AREA BEING 10213238.1 SQ.FT. OR 234.464 ACRES.



LOCATION MAP
(NOT TO SCALE)

NOTES
COORDINATES, BEARINGS AND DISTANCES

COORDINATES SHOWN ARE GRID
DATUM = NAD 83 (90/98 ADJUSTMENT)
ZONE = FLORIDA EAST
LINEAR UNIT = US SURVEY FEET
COORDINATE SYSTEM 1983 STATE PLANE
TRANSVERSE MERCATOR PROJECTION
ALL DISTANCES ARE GROUND
SCALE FACTOR = 1.000044382
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
BEARINGS AS SHOWN HEREON ARE GRID DATUM,
NAD 83 (90/98 ADJUSTMENT), FLORIDA EAST ZONE.

PROPERTY INFORMATION REPORT

a. MORTGAGE EXECUTED BY HIGH RIDGE COUNTRY CLUB, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION IN FAVOR OF FLORIDA COMMUNITY BANK, N.A., GIVEN TO SECURE THE ORIGINAL PRINCIPAL SUM OF $25000000.00, DATED 12/06/2017 AND RECORDED 12/15/2017 IN OFFICIAL RECORDS BOOK 29532, PAGE 1423, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. **[AFFECTS NOT PLOTTED]**

b. NOTICE OF COMMENCEMENT RECORDED 08/15/2024 IN OFFICIAL RECORDS BOOK 35211, PAGE 384, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.**[AFFECTS NOT PLOTTABLE]**

c. NOTICE OF COMMENCEMENT RECORDED 11/13/2024 IN OFFICIAL RECORDS BOOK 35385, PAGE 68, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.**[AFFECTS NOT PLOTTABLE]**

d. RESTRICTIONS, DEDICATIONS, RESERVATIONS, SETBACKS AND EASEMENTS, IF ANY, AS INDICATED AND/OR SHOWN ON THAT CERTAIN PLAT RECORDED IN PLAT BOOK 39, AT PAGE(S) 137, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. **[AFFECTS AS SHOWN]**

e. EASEMENT(S) IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED IN OFFICIAL RECORDS BOOK 30707, PAGE 55, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.**[AFFECTS AS SHOWN]**

f. EASEMENT(S) IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED IN OFFICIAL RECORDS BOOK 6132, PAGE 289, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.**[AFFECTS AS SHOWN]**

g. RESOLUTION OF THE LAKE WORTH DRAINAGE DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 3168, PAGE 591, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.**[AFFECTS AS SHOWN]**

NOTES

1. THIS SURVEY OR REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
2. SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR.
3. PROPERTY INFORMATION REPORT HEREON WAS ABSTRACTED BY WESTCOR LAND TITLE INSURANCE COMPANY, FILE NUMBER :WTS-25-025061, EFFECTIVE SEARCH DATE: FROM 3/9/1987 THROUGH 4/1/2025 @ 8:00 AM, SCHEDULE B-SECTION II EXCEPTIONS WERE REVIEWED BY THIS OFFICE AND ALL PLOTTABLE EXCEPTIONS ARE SHOWN HEREON.
4. ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
5. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF S88°35'54"W ALONG NORTH LINE OF SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT) AND BASED ON FIELD MEASUREMENTS.
6. THE "DESCRIPTION" SHOWN HEREON IS IN ACCORD WITH THE DESCRIPTION PROVIDED BY THE CLIENT.
7. UNDERGROUND FOUNDATIONS WERE NOT LOCATED.
8. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
9. FLOOD ZONE: "X & AE EL 9"; COMMUNITY PANEL NO. 12099C0779G & 12099C0787G; DATE: 12/20/2024.
9. BENCHMARK ORIGIN DESCRIPTION: PALM BEACH COUNTY BENCHMARK "TWINS". ELEVATION = 16.051' (NGVD29) – 1.542' = 14.509' (NAVD88)
10. THIS SURVEY CANNOT BE TRANSFERRED OR ASSIGNED WITHOUT THE SPECIFIC WRITTEN PERMISSION OF CAULFIELD & WHEELER, INC. THIS SURVEY IS NOT TRANSFERABLE BY OWNERS AFFIDAVIT OF SURVEY OR SIMILAR INSTRUMENT.
11. THE SURVEY SKETCH SHOWN HEREON DOES NOT NECESSARILY CONTAIN ALL OF THE INFORMATION OBTAINED OR DEVELOPED BY THE UNDERSIGNED SURVEYOR IN HIS FIELD WORK, OFFICE WORK OR RESEARCH.
12. REVISIONS SHOWN HEREON DO NOT REPRESENT A "SURVEY UPDATE" UNLESS OTHERWISE NOTED.
13. ALL DATES SHOWN WITHIN THE REVISIONS BLOCK HEREON ARE FOR INTEROFFICE FILING USE ONLY AND IN NO WAY AFFECT THE DATE OF THE FIELD SURVEY STATED HEREIN.
14. IT IS A VIOLATION OF RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
15. THE OWNERSHIP OF FENCES, PERIMETER WALLS AND/OR HEDGES SHOWN HEREON ARE NOT KNOWN AND THUS ARE NOT LISTED AS ENCROACHMENTS. FENCES, HEDGES AND/OR PERIMETER WALLS ARE SHOWN IN THEIR RELATIVE POSITION TO THE BOUNDARY.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED BOUNDARY SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION ON MARCH 27, 2025. I FURTHER CERTIFY THAT THIS BOUNDARY SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.

REVISIONS	DATE	BY
ADD PROPERTY INFORMATION REPORT	5-16-25	SF
ADDED SCOPE PER CLIENT	4-29-25	EJS
UPDATED CLUB HOUSE	3-27-25	AMS

FILE NAME 7907 SUR5

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

HIGH RIDGE COUNTRY CLUB
BOUNDARY SURVEY

DATE 3/15/25
DRAWN BY SF
F.B./ PG. HDS
SCALE AS SHOWN

Digitally signed by David Lindley
Date: 2025.05.16 13:13:49 -04'00'
Adobe Acrobat version: 2025.001.20474

DAVID P. LINDLEY
REGISTERED LAND SURVEYOR NO. 5005
STATE OF FLORIDA
L.B. 3591

JOB # 7907
SHT.NO. 1
OF 5 SHEETS

REVISIONS	DATE	BY
ADD PROPERTY INFORMATION REPORT	5-16-25	SF
ADDED SCOPE PER CLIENT	4-29-25	EJS
UPDATED CLUB HOUSE	3-27-25	AMS

FILE NAME: 7907 SURVS

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

HIGH RIDGE COUNTRY CLUB
BOUNDARY SURVEY

DATE	3/15/25
DRAWN BY	SF
F.B./ PG.	HDS
SCALE AS SHOWN	

JOB # 7907
SHT.NO. 2
OF 5 SHEETS

POC
N.E. CORNER OF SEC. 8-45S-43E
PER P.B.C. HIGHWAY CONTROL
COORDINATES

POB
N.W. CORNER OF STANFORD PARK
SET I.R./CAP #3591
P.B. 46, PG. 67

CB=S89°57'03"E
LC=292.77'
R=5781.58'
A=292.80'
Δ=2°54'06"

N88°35'54"E 193.91'

S01°01'35"W 64.24'

S01°01'35"W 595.77'

S88°30'00"E 275.52'

S88°35'54"W 1062.60'

CENTERLINE HYPOLUXO ROAD
PER PALM BEACH COUNTY, FLORIDA
RIGHT OF WAY MAP NO. 1-80-631R/W

ADDITIONAL R/W
(ORB 5696, PG. 644)

S. R/W OF HYPOLUXO ROAD

ADDITIONAL R/W
(ORB 5696, PG. 644)

SET N/D #3591

SET I.R./CAP #3591

N. LINE OF SEC. 8-45S-43E BEARING BASIS

W. LINE OF STANFORD PARK

N.W. LINE OF STANFORD PARK

E. LINE OF SEC. 8-45S-43E

E. LINE OF

SEC. 8-45S-43E

S. LINE OF SEC. 8-45S-43E

S. LINE OF STANFORD PARK

N. LINE OF (ORB 4431, PG. 492)

S. LINE OF (ORB 4431, PG. 492)

E. LINE OF (ORB 4431, PG. 492)

W. LINE OF L.W.D.D. CANAL L-4

E. LINE OF L.W.D.D. CANAL L-4

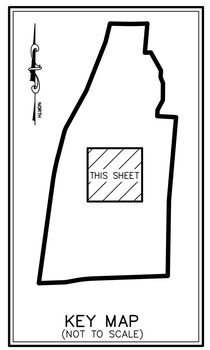
N. LINE OF (ORB 4431, PG. 492)

S. LINE OF (ORB 4431, PG. 492)

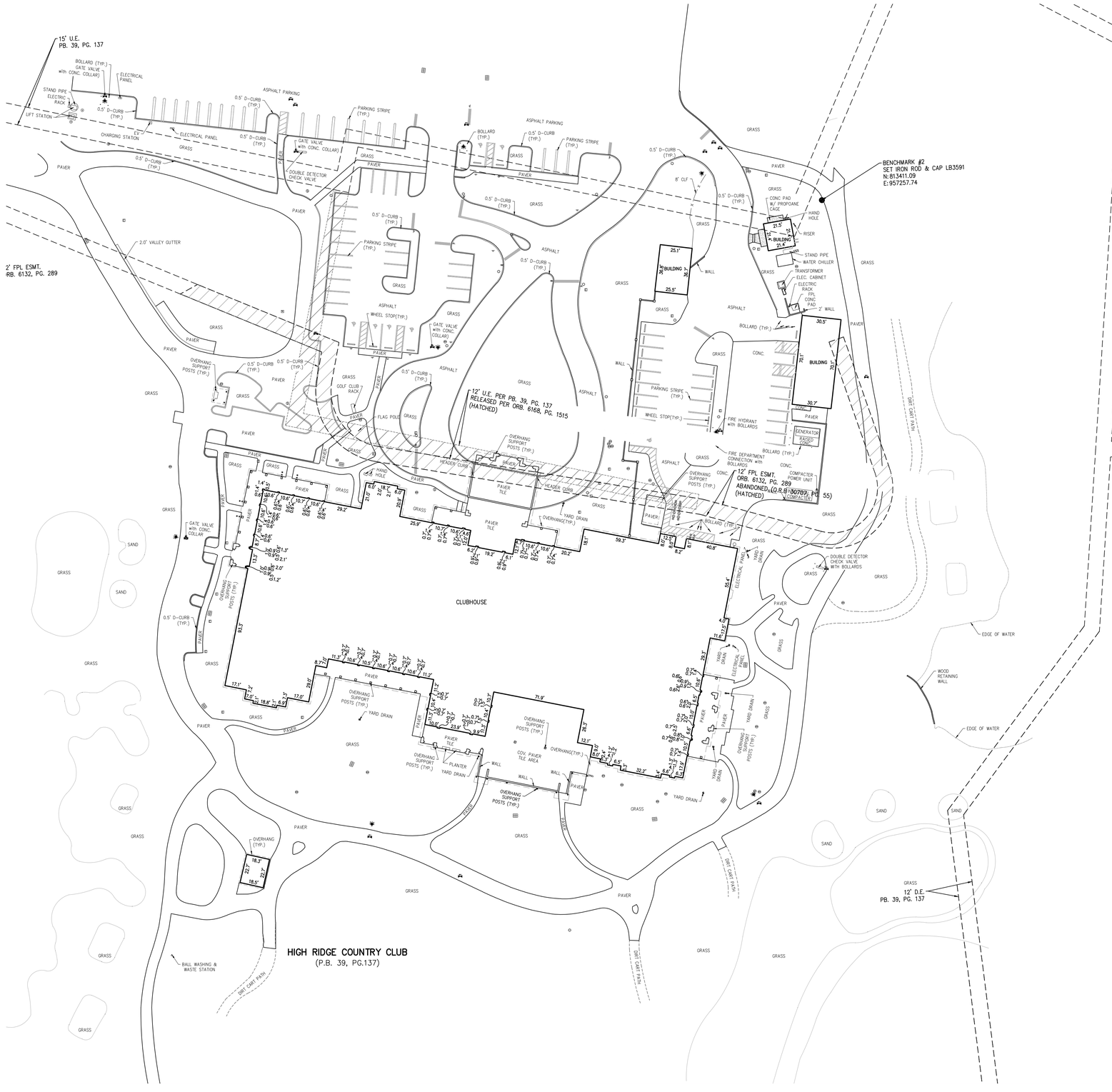
E. LINE OF (ORB 4431, PG. 492)

W. LINE OF (ORB 4431, PG. 492)

CLUBHOUSE LOCATIONS



KEY MAP
(NOT TO SCALE)



NORTH

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 INCH = 40 FT.

LEGEND

A/C – AIR CONDITIONER
L – ARC LENGTH
ALUM. – ALUMINUM
B.E. – BUFFER EASEMENT
C.O. – CLEANOUT
CLF – CHAIN LINK FENCE
CONC. – CONCRETE
COV. COVERED
D.E. – DRAINAGE EASEMENT
ELEC. – ELECTRIC
ELEV. – ELEVATION
EQUIP. – EQUIPMENT
ESMT. – EASEMENT
EXIST. – EXISTING
F.P.L.–FLORIDA POWER & LIGHT
FIN. – FINISHED
FLR. – FLOOR
FND. – FOUND
I.R./CAP – IRON ROD & CAP
INV. – INVERT
IRR. – IRRIGATION
L.A.E. – LIMITED ACCESS EASEMENT
O/S – BUILDING OFFSET
O.R.B. – OFFICIAL RECORD BOOK
P.B. – PLAT BOOK
P.B.C.R. – PALM BEACH COUNTY RECORD
P.I.V. – POST–INDICATOR VALVE
P.O.B. – POINT OF BEGINNING
P.O.C.– POINT OF COMMENCEMENT
PGS – PAGE(S)
P.R.M.–PERMANENT REFERENCE MONUMENT
PROP. – PROPOSED
R – RADIUS
R/W – RIGHT–OF–WAY
RGE. – RANGE
SEC – SECTION
Δ – DELTA (CENTRAL ANGLE)
CLF – CHAIN LINK FENCE
PIV – POST INDICATOR VALVE
SQ. FT. – SQUARE FEET
TWP. – TOWNSHIP
TYP. – TYPICAL
U.E. – UTILITY EASEMENT
W.M. – WATER METER
W.E. – WATER EASEMENT
S.E. – SANITARY EASEMENT
– LIGHT POLE
– FIRE HYDRANT
– CATCH BASIN
– WATER VALVE
– SET 5/8" IR/CAP LB 3591
– SANITARY MANHOLE
– DRAINAGE MANHOLE
– WOOD POWER POLE (UNLESS NOTED)
– CENTER LINE
– EXISTING ELEVATION
– TRAFFIC SIGN
– ELECTRICAL WIRES OVERHEAD
– ANCHOR
– WATER METER
– RPZ
– GROUND LIGHT
– ELECTRIC HAND HOLE
– IRRIGATION CONTROL VALVE
– CLEAN OUT
– TURF SPRINKLER

REVISIONS	DATE	BY
UPDATED CLUB HOUSE	3-27-25	AMS
ADDED SCOPE PER CLIENT	4-29-25	EJS
ADD PROPERTY INFORMATION REPORT	5-16-25	SF

FILE NAME 7907 SURS

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

HIGH RIDGE COUNTRY CLUB
BOUNDARY SURVEY

DATE	3/15/25
DRAWN BY	SF
F.B./ PG.	HDS
SCALE	1"=40

JOB # 7907
SHT.NO. 3
OF 5 SHEETS

NORTH

GRAPHIC SCALE

60 0 30 60 120

(IN FEET)
1 INCH = 60 FT.

LEGEND

A/C – AIR CONDITIONER
L – ARC LENGTH
ALUM. – ALUMINUM
B.E. – BUFFER EASEMENT
C.O. – CLEANOUT
CLF – CHAIN LINK FENCE
CONC. – CONCRETE
COV. COVERED
D.E. – DRAINAGE EASEMENT
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– SET 5/8" IR/CAP LB 3591
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– ELECTRICAL WIRES OVERHEAD
– ANCHOR
– WATER METER
– RPZ
– GROUND LIGHT
– ELECTRIC HAND HOLE
– IRRIGATION CONTROL VALVE
– CLEAN OUT
– TURF SPRINKLER
– YARD DRAIN

L.W.D.D. E-4 CANAL
(170' Right of Way)
85' L.W.D.D. RIGHT OF WAY
(ORB 3168, PG.650)

N21°34'01"E 1069.83'

FND. I.R./CAP
#3591

N29°03'56"E 848.29'

501.99'

552.87'

CLUB HOUSE BUILDING

BUILDING

BUILDING

BUILDING

FND. I.R./CAP
#4396

S0°35'52"W 345.42'

FND. I.R.
NO ID

713.75'

632.77'

654.80'

S28°12'41"W 231.32'

TRACT 4
STANFORD PARK
P.B. 46, PG.67

FND. I.R./CAP
@ 50 FOOT OFFSET
ONLINE #3591

TRACT 7
STANFORD PARK
P.B. 46, PG.67

S2°31'55"W 121.78

FND. I.R./CAP
LB #3591

HIGH RIDGE COUNTRY CLUB

REVISIONS	DATE	BY
ADD PROPERTY INFORMATION REPORT	5-16-25	SF
ADDED SCOPE PER CLIENT	4-29-25	EJS
UPDATED CLUB HOUSE	3-27-25	AMS

FILE NAME 7907survS

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

HIGH RIDGE COUNTRY CLUB
BOUNDARY SURVEY

DATE	3/15/25
DRAWN BY	SF
F.B./ PG.	H.D.S
SCALE	1"=60

JOB # 7907
SHT.NO. 4
OF 5 SHEETS

744



LEGEND

A/C – AIR CONDITIONER
L – ARC LENGTH
ALUM. – ALUMINUM
B.E. – BUFFER EASEMENT
C.O. – CLEANOUT
CLF – CHAIN LINK FENCE
CONC. – CONCRETE
COV. COVERED
D.E. – DRAINAGE EASEMENT
ELEC. – ELECTRIC
ELEV. – ELEVATION
EQUIP. – EQUIPMENT
ESMT. – EASEMENT
EXIST. – EXISTING
F.P.L.–FLORIDA POWER & LIGHT
FIN. – FINISHED
FLR. – FLOOR
FND. – FOUND
I.R./CAP – IRON ROD & CAP
INV. – INVERT
IRR. – IRRIGATION
L.A.E. – LIMITED ACCESS EASEMENT
O/S – BUILDING OFFSET
O.R.B. – OFFICIAL RECORD BOOK
P.B. – PLAT BOOK
P.B.C.R. – PALM BEACH COUNTY RECORD
P.I.V. – POST-INDICATOR VALVE
P.O.B. – POINT OF BEGINNING
P.O.C.– POINT OF COMMENCEMENT
PGS. – PAGE(S)
P.R.M.–PERMANENT REFERENCE MONUMENT
PROP. – PROPOSED
R – RADIUS
R/W – RIGHT-OF-WAY
RGE. – RANGE
SEC – SECTION
Δ – DELTA (CENTRAL ANGLE)
CLF – CHAIN LINK FENCE
PIV – POST INDICATOR VALVE
SQ. FT. – SQUARE FEET
TWP. – TOWNSHIP
TYP. – TYPICAL
U.E. – UTILITY EASEMENT
W.M. – WATER METER
W.E. – WATER EASEMENT
S.E. – SANITARY EASEMENT
– LIGHT POLE
– FIRE HYDRANT
– CATCH BASIN
– WATER VALVE
– SET 5/8" IR/CAP LB 3591
– SANITARY MANHOLE
– DRAINAGE MANHOLE
– WOOD POWER POLE (UNLESS NOTED)
– CENTER LINE
– EXISTING ELEVATION
– TRAFFIC SIGN
– ELECTRICAL WIRES OVERHEAD
– ANCHOR
– WATER METER
– RPZ
– GROUND LIGHT
– ELECTRIC HAND HOLE
– IRRIGATION CONTROL VALVE
– CLEAN OUT
– TURF SPRINKLER
– TREE LOCATION AND NUMBER

TREE TABLE

TREE ID	TREE TYPE with TRUNK DIAMETER (IN INCHES)	PALM TREE HEIGHT (IN FEET)	NORTHING	EASTING
500	PALM 13	14	814142	956721
501	PALM 10	25	814163	956830
502	PALM 26	15	814139	956922
503	PALM 21	9	813981	956806
504	PINE 14		814173	956942
505	PINE 10		814173	956957
506	PINE 18		814184	956965
507	STRANGLER FIG 50		814110	956957
508	GUMBO LIMBO 15		814006	956701
509	PALM 7	10	813988	956732
510	PALM CLUSTER 4		814099	956743
511	PALM 12	17	814161	956936
512	PALM 18	10	814115	956853
513	PALM 25	10	814112	956856
514	PALM 36	10	814065	956821
515	PALM 18	17	813983	956798
516	OAK 12		813994	956760
517	PALM 16	12	814002	956738
518	GUMBO LIMBO 31		814073	956872
519	PALM CLUSTER 4		814101	956747
520	PALM CLUSTER 4		814103	956751
521	PALM CLUSTER 4		814104	956754
522	PALM CLUSTER 4		814105	956758
523	PALM CLUSTER 4		814107	956762
524	PALM CLUSTER 4		814108	956766
525	PALM CLUSTER 4		814110	956771
526	PALM CLUSTER 4		814111	956775
527	PALM CLUSTER 4		814112	956779
528	PALM CLUSTER 4		814114	956784
529	PALM CLUSTER 4		814116	956787
530	PALM CLUSTER 4		814118	956791
531	PALM CLUSTER 4		814135	956986
532	PALM CLUSTER 4		814112	956976
533	PALM CLUSTER 4		813993	956700
534	PALM CLUSTER 4		813991	956712
535	PALM CLUSTER 4		813995	956686
536	PALM CLUSTER 4		813994	956691
537	PALM CLUSTER 4		813989	956719
538	PALM CLUSTER 4		813989	956724
539	PALM CLUSTER 4		813988	956730
540	PALM CLUSTER 4		813992	956706
541	PALM CLUSTER 4		814128	956949
542	PALM CLUSTER 4		814140	956728
543	PALM CLUSTER 4		814142	956732
544	PALM CLUSTER 4		814143	956737
545	PALM CLUSTER 4		814144	956740
546	PALM CLUSTER 4		814146	956744
547	PALM CLUSTER 4		814147	956749
548	PALM CLUSTER 4		814152	956758
549	PALM CLUSTER 4		814153	956762
550	PALM CLUSTER 4		814155	956768
551	PALM CLUSTER 4		814156	956775
552	PALM CLUSTER 4		814159	956783
553	PALM CLUSTER 4		814162	956788
554	PALM CLUSTER 4		814163	956794
555	PALM CLUSTER 4		813985	956742
556	PALM CLUSTER 4		813987	956737
557	PALM CLUSTER 4		813986	956747
558	PALM CLUSTER 4		813985	956752
559	PALM CLUSTER 4		813984	956763
560	PALM CLUSTER 4		813983	956768
561	PALM CLUSTER 4		813986	956812
562	PALM CLUSTER 4		813987	956792
563	PALM CLUSTER 4		813992	956802
564	PALM CLUSTER 4		813981	956783
565	PALM CLUSTER 4		813982	956779
566	PALM CLUSTER 4		813984	956774
567	PALM CLUSTER 4		813983	956759

ADD PROPERTY INFORMATION REPORT	5-16-25	SF
ADDED SCOPE PER CLIENT	4-29-25	EJS
UPDATED CLUB HOUSE	3-27-25	AMS
REVISIONS	DATE	BY

FILE NAME 7907 SURS

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

HIGH RIDGE COUNTRY CLUB
BOUNDARY SURVEY

DATE	3/15/25
DRAWN BY	SF
F.B./ PG.	HDS
SCALE	1"=40

JOB # 7907
SHT.NO. 5
OF 5 SHEETS

80 062044

HIGH RIDGE COUNTRY CLUB

IN SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA

CITY OF BOYNTON BEACH

FEBRUARY, 1980

137

STATE OF FLORIDA :
: SS
COUNTY OF PALM BEACH:

This Plat was filed for record at 2:56 P.M. this 9 day of April 19 80 and duly recorded in Plat Book No. 39 on Pages 137 through 138.

JOHN B. DUNKLE, Clerk

BY: Lyle Shurtleff, D.C.

DEDICATION

STATE OF FLORIDA :
: SS
COUNTY OF PALM BEACH:

KNOW ALL MEN BY THESE PRESENTS that High Ridge Country Club, Inc., a Florida corporation, owners of the land shown hereon, being in Section 8, Township 45 South, Range 43 East, Palm Beach County, Florida, shown hereon as High Ridge Country Club, being more particularly described as follows:

Commencing at the Northeast corner of said Section 8, run thence South 85°10'46" West along the North line of said Section 8, a distance of 1062.00 feet; thence South 19°16'27" West along a line parallel with and 750.00 feet West of (as measured along the North line of said Section 8) the West line of High Ridge Subdivision according to the plat thereof, recorded in Plat Book 22, Page 8, Public Records of Palm Beach County, Florida, as described in O.R.B. 2260, Pages 139-140, a distance of 33.21 feet, to a line parallel with and 33.00 feet South of the North line of said Section 8, said point being the POINT OF BEGINNING of the herein described parcel; thence South 85°10'46" West along said line, 759.43 feet; thence South 10°28'36" West, 399.32 feet; thence South 18°08'34" West, 1069.83 feet; thence South 25°38'29" West, 688.29 feet to the beginning of a curve concave to the Southeast, having a radius of 491.64 feet, a central angle of 14°23'39"; thence southerly along the arc of said curve, 121.00 feet to the end of said curve; thence South 11°14'50" West, 549.27 feet to the beginning of a curve concave to the East, having a radius of 4349.42 feet and a central angle of 6°39'36"; thence southerly along the arc of said curve, a distance of 505.58 feet to the end of said curve; thence South 4°35'14" West, 400.00 feet; thence South 85°24'46" East, 70.00 feet; thence South 17°00'00" East, 95.00 feet; thence South 34°05'00" East, 211.00 feet; thence South 60°00'00" East, 185.00 feet; thence South 32°00'00" East, 200.00 feet; thence South 10°15'00" East, 176.00 feet; thence South 49°35'00" East, 200.00 feet; thence South 69°15'00" East, 165.00 feet; thence North 58°35'00" East, 111.00 feet; thence South 86°20'00" East, 1065.00 feet; thence North 47°50'00" East, 230.00 feet; thence North 01°50'00" East, 610.00 feet; thence North 50°36'59" West, 1039.99 feet; thence North 16°55'39" East, 287.63 feet, to the beginning of a curve, concave to the West having a radius of 300.00 feet and a central angle of 27°21'09"; thence northerly along the arc of said curve, a distance of 143.22 feet to the end of said curve; thence North 10°25'29" West, 396.75 feet; thence North 0°53'13" West, 323.04 feet; thence North 24°47'33" East, 231.32 feet; thence North 2°49'16" West, 345.42 feet; thence North 24°37'25" West, 132.00 feet; thence North 138.00 feet; thence North 32°53'05" West, 420.16 feet to a line 660.00 feet (as measured along the West line of High Ridge Subdivision) South of and parallel with the right-of-way line of Hypoluxo Road (as described in O.R.B. 2260, Pages 139-140); thence South 85°10'46" West along said line, 120.72 feet to a line, 750.00 feet West of (as measured along said line) the West line of said High Ridge Subdivision (as described in O.R.B. 2260, Pages 139-140); thence North 19°16'27" East along said line 626.79 feet to the POINT OF BEGINNING. Containing 174.54 acres, more or less.

has caused the same to be surveyed and platted as shown hereon and do hereby dedicate as follows:

EASEMENTS:

a. Utility and Drainage Easements - The utility easements and drainage easements as shown are hereby dedicated in perpetuity for the construction and maintenance of utilities and drainage.

b. The owners or assigns are responsible for maintenance and operation of the drainage systems and lakes including the control of aquatic weeds.

c. Ingress and Egress Easements - The ingress and egress easement is dedicated for the express purpose of providing ingress and egress to the adjacent property from Hypoluxo Road.

d. The City of Boynton Beach is hereby granted the right of access over and across the property shown hereon for the express purpose of providing fire and police protection, garbage collection, and utility maintenance. The right of access is limited to the access normally used by the Club members their guests, or their assigns.

IN WITNESS WHEREOF, the said corporation has caused these presents to be signed by its President and attested to by its Assistant Secretary and its corporate seal to be affixed hereon by and with the authority of its Board of Directors this 25th day of March, 1980.

HIGH RIDGE COUNTRY CLUB, INC.,
a corporation in the State of Florida

Ralph Bierbaum

ATTEST:
Herbert L. Merin

ACKNOWLEDGMENT

STATE OF FLORIDA :
: SS
COUNTY OF PALM BEACH:

BEFORE ME personally appeared RALPH BIERBAUM and HERBERT L. MERIN, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as President and Asst Secretary of the High Ridge Country Club, Inc., a corporation, and severally acknowledged to and before me that they executed such instrument as such officers of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

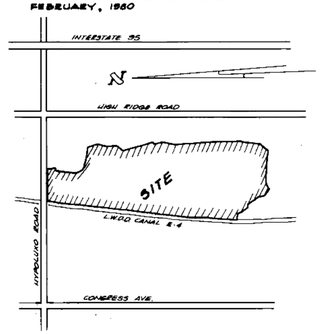
WITNESS my hand and official seal this 25th day of March, 1980.

My commission expires:
[illegible]

Christine Harassy
Notary Public

CORPORATION

NOTARY



LOCATION MAP
NOT TO SCALE

MORTGAGEE'S CONSENT

STATE OF FLORIDA :
: SS
COUNTY OF PALM BEACH:

The undersigned hereby certifies that it is the holder of a mortgage upon the property described hereon and does hereby join in and consent to the dedication of the land described in said dedication by the owner thereof and agrees that its mortgage which is recorded in Official Record Book 8182 at page 1492 & 1508 of the public records of Palm Beach County, Florida, shall be subordinated to the dedication shown hereon.

IN WITNESS WHEREOF, the said corporation has caused these presents to be signed by its SENIOR VICE-PRESIDENT and attested to by its LOAN OFFICER and its corporate seal to be affixed hereon by and with the authority of its Board of Directors this 26th day of MARCH, 1980.

FIRST MARINE BANK & TRUST COMPANY OF THE PALM BEACHES
By: R. J. Tony Lamon

ATTEST: Barbara Walsh

ACKNOWLEDGMENT

STATE OF FLORIDA :
: SS
COUNTY OF PALM BEACH:

BEFORE ME personally appeared R.I. FOGLEMAN and BARBARA WALSH, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as SENIOR VICE-PRESIDENT and LOAN OFFICER of the FIRST MARINE BANK & TRUST COMPANY OF THE PALM BEACHES, a corporation and severally acknowledged to and before me that they executed such instrument as such officers of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 26th day of MARCH, 1980.

My commission expires:
MAY 20, 1982

Margaret K. Backmyer
Notary Public

CORPORATION

NOTARY

NOTE:

The owner or assigns is responsible for maintenance and operation of the drainage system and lakes including the control of aquatic weeds.

APPROVAL

City of Boynton Beach

This plat is hereby approved for record this 4th day of April, 1980.

By: Bobby Rascoe
Mayor

City Commission

City Engineer

This plat is hereby approved for record this 4 day of April, 1980.

By: Thomas A Clark
City Engineer

Attest: Theresa Pollyatt
City Clerk

City Engineer

TITLE CERTIFICATION

STATE OF FLORIDA :
: SS
COUNTY OF PALM BEACH:

I, JERRY E. ARON, a duly licensed attorney in the State of Florida, do hereby certify that I have examined the title to the hereon described property; that as of March 14, 1980, I find apparent record title to the property vested in High Ridge Country Club, Inc., that the current taxes have been paid; and that the property is encumbered by the mortgage shown hereon; and I find all recorded mortgages not satisfied or released of record are shown and are true and correct.

Jerry E Aron
Date: 3/25/80

City Clerk

SURVEYOR'S CERTIFICATE

This is to certify that the plat shown hereon is a true and correct representation of a survey made under my responsible direction and supervision and that said survey is accurate to the best of my knowledge and belief and that (P.R.M.'s) Permanent Reference Monuments have been placed as required by law and that (P.C.P.'s) will be set under the guarantees posted with the Board of County Commissioners for the Required Improvements and further that the survey data complies with all the requirements of Chapter 177 Florida Statutes, as amended, and ordinances of Palm Beach County, Florida.

James L Kramer
Registered Surveyor No. 2588
State of Florida

SURVEYOR

This instrument was prepared by:
James L. Kramer, PLS
Adair & Brady, Inc.
1958 S. Congress Avenue
West Palm Beach, Florida

ADAIR & BRADY INC
CONSULTING ENGINEERS & LAND SURVEYORS

BY	JACKSON	PB.	SCALE	NO SCALE
CHKD	D.P.		DATE	7-23-79
APPR.			JOB NO.	1-9512

RECORD PLAT

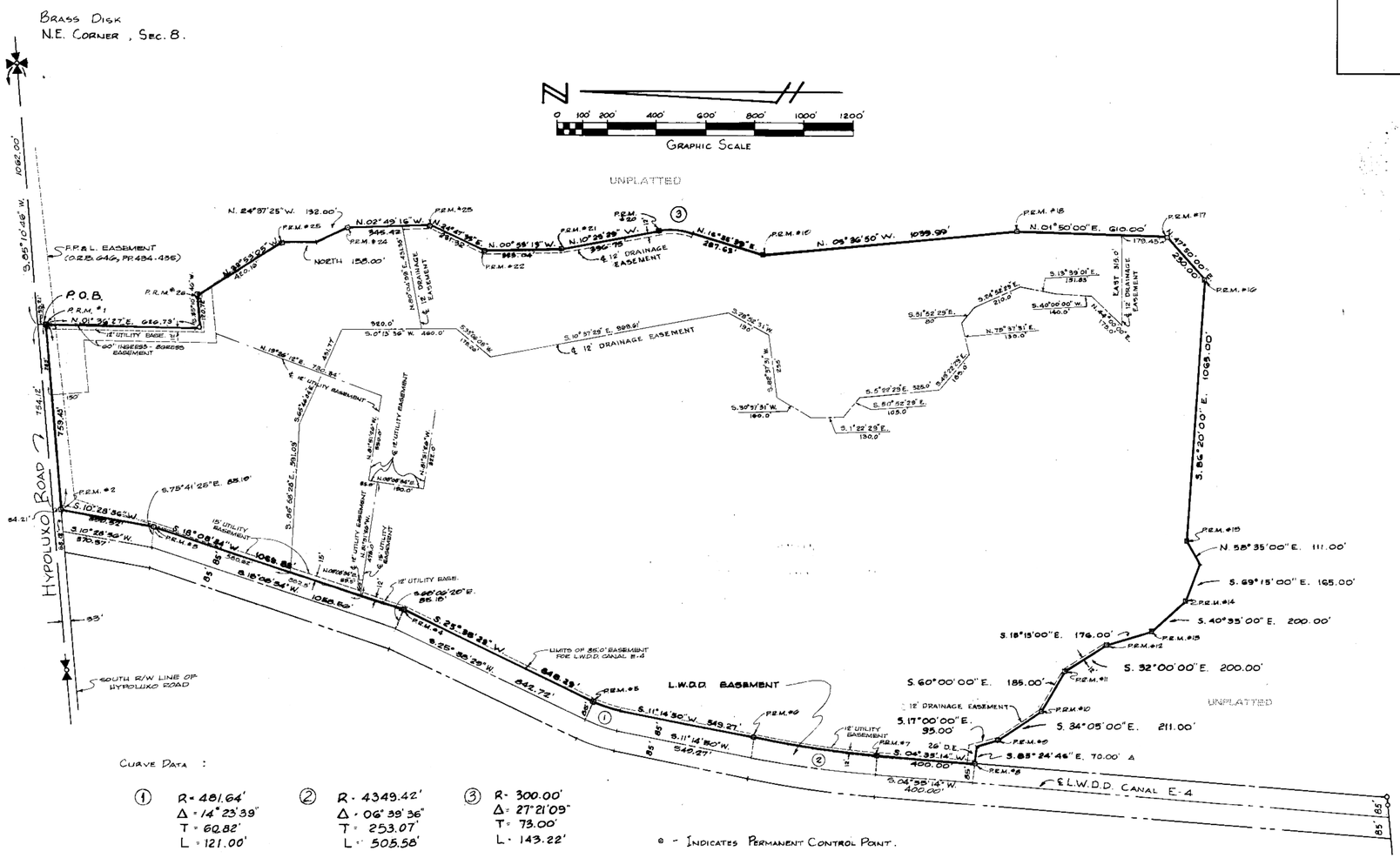
FP1184 | SHEET 1 OF 2

NOT A CERTIFIED COPY

HIGH RIDGE COUNTRY CLUB

138

IN SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST,
PALM BEACH COUNTY, FLORIDA
FEBRUARY 1980



Curve Data :

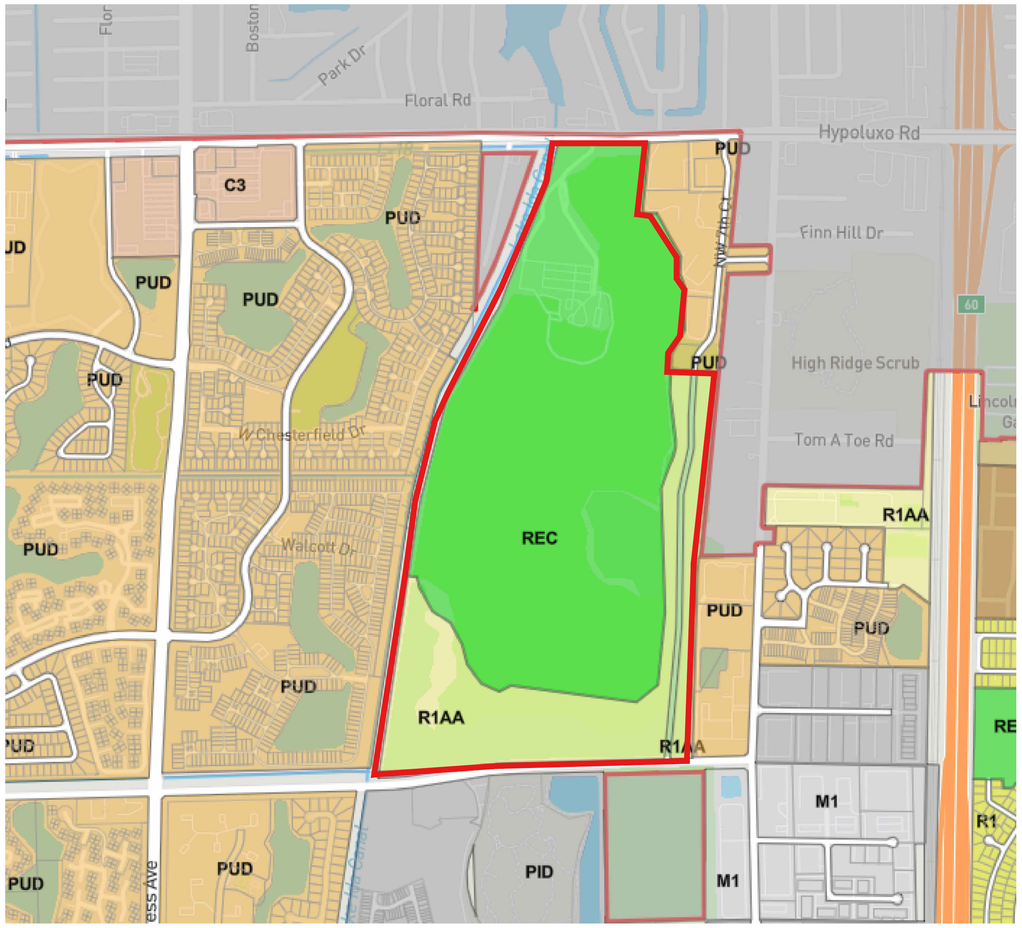
①	R = 481.64'	② R = 4349.42'	③ R = 300.00'
	Δ = 14°23'39"	Δ = 06°39'36"	Δ = 27°21'09"
	T = 60.82'	T = 253.07'	T = 73.00'
	L = 121.00'	L = 505.58'	L = 143.22'

⊕ - Indicates Permanent Control Point.

▣ - Indicates Permanent Reference Monument.

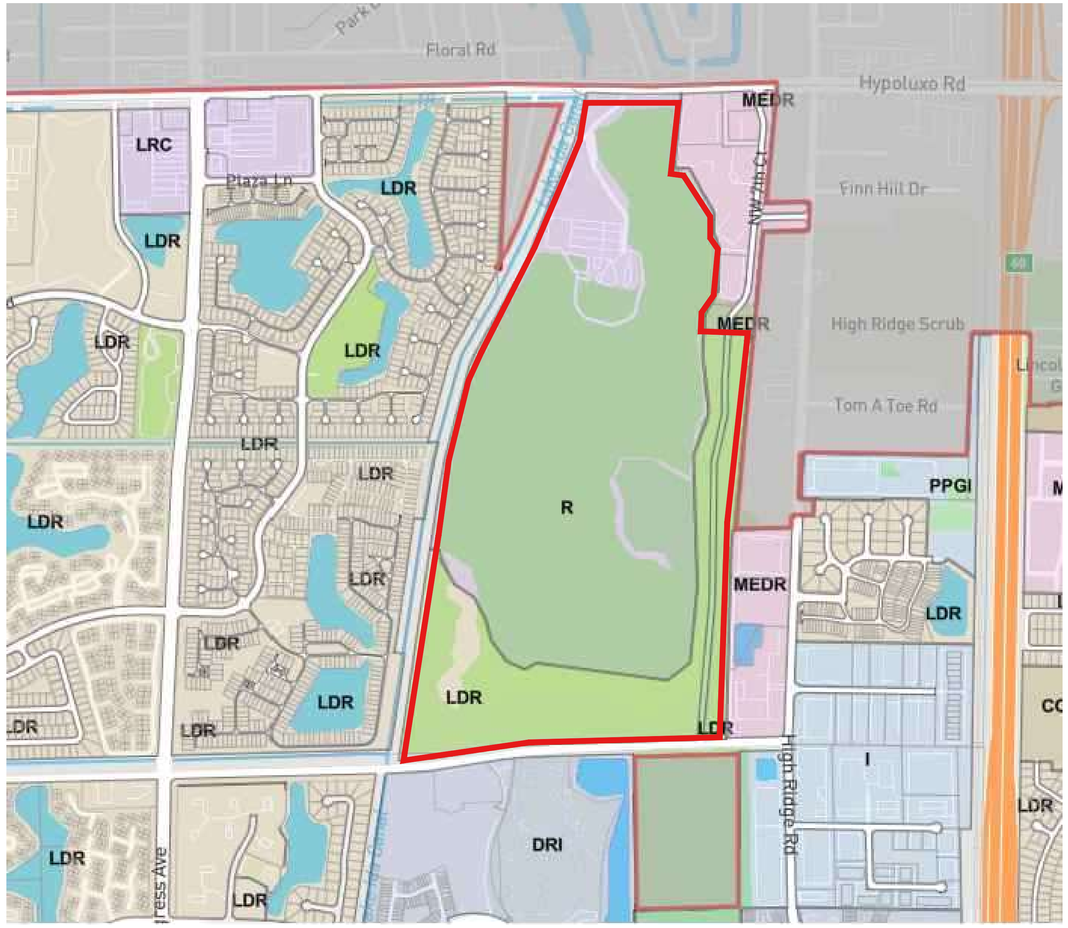
D.E. - Drainage Easement

ADAIR & BRADY, INC. CONSULTING ENGINEERS & LAND SURVEYORS, WEST PALM BEACH			RECORD PLAT
BY JACKSON	F.B. H-19	SCALE 1" = 200'	
CHKD. D.P.		DATE 7-20-79	FP1184
APPD. J.L.K.		JOB NO. 1-9512	SHEET 2 OF 2



ZONING MAP - REC/R1AA*

NORTH



LAND USE MAP - R/LDR**

NORTH

* ZONING R1AA PROPOSED TO BE REZONED TO REC UNDER APPLICATION #2025.03.1590

** LAND USE LDR PROPOSED TO E AMENDED TO R UNDER APPLICATION #2025.03.1591

Dennis R Shultz

Digitally signed by Dennis R Shultz
DN: c=US, o=Flynn Engineering Services P.A., dnQualifier=A01410D000001920AF16B4B000180A1, cn=Dennis R Shultz
Date: 2025.07.01 14:05:37 -04'00'

DENNIS R. SHULTZ LICENSE No 56159 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY DENNIS R. SHULTZ, P.E. ON Jul 01, 2025

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

FLYNN ENGINEERING
241 COMMERCIAL BLVD., LAUDERDALE-BY-THE-SEA, FL 33308
PHONE (954) 522-1004 | WWW.FLYNNENGINEERING.COM
EB# 6578

Sheet Title: ZONING AND LAND USE MAP

Job Title: HIGH RIDGE COUNTRY CLUB
2400 HYPOLUXO ROAD,
BOYNTON BEACH, FLORIDA 33462

NORTH

Revisions

1		
2		
3		
4		
5		
6		
7		
8		

Phase:
DRC
DOCUMENTS

SEAL

Scale: 1"=180'	Date 07/01/25
Job No. 24-1833.00	Plot Date 07/01/25
Drawn by JMG	Sheet No. C0
Proj. Mgr. DRS	
Appr. by DRS	1 of 1



LOCATION MAP
NTS

NORTH

LEGEND:

- EXISTING ZONING: R1AA (SINGLE-FAMILY RESIDENTIAL DISTRICT)
- EXISTING ZONING: REC (RECREATIONAL)

EXISTING ZONING MAP

This document has been digitally signed and sealed by Blake M. Kidwell on 03/12/2025.

Printed copies of this document are not considered signed and sealed.

FLYNN ENGINEERING
241 COMMERCIAL BLVD., LAUDERDALE-BY-THE-SEA, FL 33308
PHONE: (954) 522-1004 | WWW.FLYNNENGINEERING.COM
EB# 6578

Sheet Title: EXISTING ZONING MAP

Job Title: HIGH RIDGE COUNTRY CLUB REZONE
2400 HYPOLUXO ROAD,
BOYNTON BEACH, FLORIDA 33462

NORTH

Revisions

1		
2		
3		
4		
5		
6		
7		
8		

Phase:
DRC DOCUMENTS

BLAKE M. KIDWELL LICENSE No 91488 STATE OF FLORIDA PROFESSIONAL ENGINEER

Scale: 1"=180'	Date 02/04/25
Job No. 24-1833.00	Plot Date 02/04/25
Drawn by JMG	Sheet No. X1
Proj. Mgr. DRS	
Appr. by DRS	1 of 1



LOCATION MAP
NTS

NORTH

LEGAL DESCRIPTION
HIGH RIDGE COUNTRY CLUB ALL OF PLAT (LESS HYPOLUXO RD R/W)

LEGEND:

PROPOSED ZONING: REC
(RECREATION DISTRICT)

PROPOSED ZONING MAP

This document has been digitally signed and sealed by Blake M. Kidwell on 03/12/2025.

Printed copies of this document are not considered signed and sealed.

FLYNN ENGINEERING
241 COMMERCIAL BLVD., LAUDERDALE-BY-THE-SEA, FL 33308
PHONE (954) 522-1004 | WWW.FLYNNENGINEERING.COM
EB# 6578

Sheet Title
PROPOSED ZONING MAP

Job Title
HIGH RIDGE COUNTRY CLUB
REZONE
2400 HYPOLUXO ROAD,
BOYNTON BEACH, FLORIDA 33462

NORTH

Revisions

1		
2		
3		
4		
5		
6		
7		
8		

Phase:
DRC
DOCUMENTS

BLAKE M. KIDWELL
LICENSE
No 91488
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

Scale: 1"=180'	Date 03/12/25
Job No. 24-1833.00	Plot Date 03/12/25
Drawn by JMG	Sheet No. X2
Proj. Mgr. DRS	
Appr. by DRS	1 of 1

BOUNDARY SURVEY
HIGH RIDGE COUNTRY CLUB

DESCRIPTION

PARCEL 1:

A TRACT OF LAND IN SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING AND BEING IN SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCING AT THE N.E. CORNER OF SAID SECTION 8, THENCE S 88° 35' 54" W ALONG THE NORTH LINE OF SAID SECTION 8 A DISTANCE OF 1062.00 FEET.

THENCE S 05° 01' 35" W A DISTANCE OF 64.24 FEET TO THE NORTHWEST CORNER OF STANFORD PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGE 67, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA , AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THE NEXT 8 COURSES ARE ALONG THE WEST LINE OF SAID STANFORD PARK AND COTERMINOUS WITH THE EAST LINE OF HIGH RIDGE COUNTRY CLUB ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 39, PAGE137, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

1.THENCE S 05° 01' 35" W A DISTANCE OF 595.77 FEET ;

2.THENCE N 88° 35' 54" E A DISTANCE OF 120.73 FEET;

3.THENCE S 29° 27' 57" E A DISTANCE OF 420.16 FEET;

4.THENCE S 03° 25' 08" W A DISTANCE OF 138.00 FEET;

5.THENCE S 21° 12' 17" E A DISTANCE OF 132.00 FEET;

6.THENCE S 00° 35' 52" W A DISTANCE OF 345.42 FEET;

7.THENCE S 28° 12' 41" W A DISTANCE OF 231.32 FEET;

8.THENCE S 02° 31' 55" W A DISTANCE OF 121.78 FEET;

THENCE S 86° 34' 52" E ALONG THE SOUTH LINE OF SAID STANFORD PARK A DISTANCE OF 384.32 FEET;

THENCE S 05° 01' 45" W ALONG THE WEST LINE OF HIGH RIDGE SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 22, PAGE 6, PUBLIC RECORDS OF PALM COUNTY, FLORIDA, A DISTANCE OF 1708.64 FEET;

THENCE CONTINUE ALONG SAID WEST LINE S 01° 09' 29" W A DISTANCE OF 1535.84 FEET;

THENCE S 88° 07' 03" W ALONG A LINE 54.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 8, SAID LINE ALSO BEING THE NORTH RIGHT OF WAY LINE OF MINER ROAD AS DESCRIBED IN OFFICIAL RECORD BOOK 4431, PAGE 492, AND OFFICIAL RECORD BOOK 5410, PAGE 1464,A DISTANCE OF 1531.54 FEET;

THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 2354.00 FEET AND A CENTRAL ANGLE OF 07° 50' 43" FOR AN ARC LENGTH OF 322.32 FEET, SAID CURVE HAVING A CHORD BEARING OF S 84° 11' 42" W A DISTANCE OF 322.07 FEET;

THENCE CONTINUE ALONG SAID NORTH RIGHT OF WAY S 80° 16' 20" W A DISTANCE OF 234.19 FEET;

THENCE S 88° 07' 05" W ALONG THE SAID SOUTH LINE OF SECTION 8, A DISTANCE OF 547.87 FEET;

THE NEXT 7 COURSES ARE ALONG THE WEST LINE OF THE LAKE WORTH DRAINAGE DISTRICT CANAL E-4 PER OFFICIAL RECORD BOOK 3168, PAGE 850, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

1.THENCE N 08° 00' 41" E A DISTANCE OF 2067.55 FEET;

2.THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 4349.42 FEET AND A CENTRAL ANGLE OF 06° 39' 36" FOR AN ARC LENGTH OF 505.57 FEET, SAID CURVE HAVING A CHORD BEARING OF N 11° 20' 29" E A DISTANCE OF 505.29 FEET;

3.THENCE N 14° 40' 17" E A DISTANCE OF 549.27 FEET;

4.THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 481.64 FEET AND A CENTRAL ANGLE OF 14° 23' 39" FOR AN ARC LENGTH OF 121.00 FEET, SAID CURVE HAVING A CHORD BEARING OF N 21° 52' 07" E A DISTANCE OF 120.68 FEET;

5.THENCE N 29° 03' 56" E A DISTANCE OF 848.29 FEET;

6.THENCE N 21° 34' 01" E A DISTANCE OF1069.83 FEET ;

7.THENCE N 13° 54' 03" E A DISTANCE OF 380.34 FEET ;

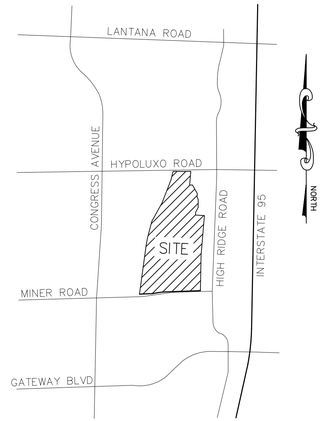
THENCE S 88° 30' 00" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF HYPOLUXO ROAD PER OFFICIAL RECORD BOOK 5643, PAGE 1607, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 275.52 FEET ;

THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5781.58 FEET AND A CENTRAL ANGLE OF 02° 54' 06" FOR AN ARC LENGTH OF 292.80 FEET, SAID CURVE HAVING A CHORD BEARING OF S 89° 57' 03" E A DISTANCE OF 292.77 FEET;

THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY N 88° 35' 54" E A DISTANCE OF 193.91 FEET, TO THE POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM N.W. 7TH COURT AS SUCH WAS GRANTED TO THE CITY OF BOYNTON BEACH, FLORIDA, PER OFFICIAL RECORD BOOK 4020, PAGE 1476, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THE AREA BEING 10213238.1 SQ.FT. OR 234.464 ACRES.



LOCATION MAP
(NOT TO SCALE)

NOTES
COORDINATES, BEARINGS AND DISTANCES

COORDINATES SHOWN ARE GRID
DATUM = NAD 83 (90/98 ADJUSTMENT)
ZONE = FLORIDA EAST
LINEAR UNIT = US SURVEY FEET
COORDINATE SYSTEM 1983 STATE PLANE
TRANSVERSE MERCATOR PROJECTION
ALL DISTANCES ARE GROUND
SCALE FACTOR = 1.000044382
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
BEARINGS AS SHOWN HEREON ARE GRID DATUM,
NAD 83 (90/98 ADJUSTMENT), FLORIDA EAST ZONE.

PROPERTY INFORMATION REPORT

a. MORTGAGE EXECUTED BY HIGH RIDGE COUNTRY CLUB, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION IN FAVOR OF FLORIDA COMMUNITY BANK, N.A., GIVEN TO SECURE THE ORIGINAL PRINCIPAL SUM OF $25000000.00, DATED 12/06/2017 AND RECORDED 12/15/2017 IN OFFICIAL RECORDS BOOK 29532, PAGE 1423, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. **[AFFECTS NOT PLOTTED]**

b. NOTICE OF COMMENCEMENT RECORDED 08/15/2024 IN OFFICIAL RECORDS BOOK 35211, PAGE 384, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.**[AFFECTS NOT PLOTTABLE]**

c. NOTICE OF COMMENCEMENT RECORDED 11/13/2024 IN OFFICIAL RECORDS BOOK 35385, PAGE 68, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.**[AFFECTS NOT PLOTTABLE]**

d. RESTRICTIONS, DEDICATIONS, RESERVATIONS, SETBACKS AND EASEMENTS, IF ANY, AS INDICATED AND/OR SHOWN ON THAT CERTAIN PLAT RECORDED IN PLAT BOOK 39, AT PAGE(S) 137, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. **[AFFECTS AS SHOWN]**

e. EASEMENT(S) IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED IN OFFICIAL RECORDS BOOK 30707, PAGE 55, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.**[AFFECTS AS SHOWN]**

f. EASEMENT(S) IN FAVOR OF FLORIDA POWER & LIGHT COMPANY RECORDED IN OFFICIAL RECORDS BOOK 6132, PAGE 289, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.**[AFFECTS AS SHOWN]**

g. RESOLUTION OF THE LAKE WORTH DRAINAGE DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 3168, PAGE 591, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.**[AFFECTS AS SHOWN]**

NOTES

1. THIS SURVEY OR REPRODUCTIONS THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
2. SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR.
3. PROPERTY INFORMATION REPORT HEREON WAS ABSTRACTED BY WESTCOR LAND TITLE INSURANCE COMPANY, FILE NUMBER :WTS-25-025061, EFFECTIVE SEARCH DATE: FROM 3/9/1987 THROUGH 4/1/2025 @ 8:00 AM, SCHEDULE B-SECTION II EXCEPTIONS WERE REVIEWED BY THIS OFFICE AND ALL PLOTTABLE EXCEPTIONS ARE SHOWN HEREON.
4. ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
5. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF S88°35'54"W ALONG NORTH LINE OF SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT) AND BASED ON FIELD MEASUREMENTS.
6. THE "DESCRIPTION" SHOWN HEREON IS IN ACCORD WITH THE DESCRIPTION PROVIDED BY THE CLIENT.
7. UNDERGROUND FOUNDATIONS WERE NOT LOCATED.
8. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
9. FLOOD ZONE: "X & AE EL 9"; COMMUNITY PANEL NO. 12099C0779G & 12099C0787G; DATE: 12/20/2024.
9. BENCHMARK ORIGIN DESCRIPTION: PALM BEACH COUNTY BENCHMARK "TWINS". ELEVATION = 16.051' (NGVD29) – 1.542' = 14.509' (NAVD88)
10. THIS SURVEY CANNOT BE TRANSFERRED OR ASSIGNED WITHOUT THE SPECIFIC WRITTEN PERMISSION OF CAULFIELD & WHEELER, INC. THIS SURVEY IS NOT TRANSFERABLE BY OWNERS AFFIDAVIT OF SURVEY OR SIMILAR INSTRUMENT.
11. THE SURVEY SKETCH SHOWN HEREON DOES NOT NECESSARILY CONTAIN ALL OF THE INFORMATION OBTAINED OR DEVELOPED BY THE UNDERSIGNED SURVEYOR IN HIS FIELD WORK, OFFICE WORK OR RESEARCH.
12. REVISIONS SHOWN HEREON DO NOT REPRESENT A "SURVEY UPDATE" UNLESS OTHERWISE NOTED.
13. ALL DATES SHOWN WITHIN THE REVISIONS BLOCK HEREON ARE FOR INTEROFFICE FILING USE ONLY AND IN NO WAY AFFECT THE DATE OF THE FIELD SURVEY STATED HEREIN.
14. IT IS A VIOLATION OF RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
15. THE OWNERSHIP OF FENCES, PERIMETER WALLS AND/OR HEDGES SHOWN HEREON ARE NOT KNOWN AND THUS ARE NOT LISTED AS ENCROACHMENTS. FENCES, HEDGES AND/OR PERIMETER WALLS ARE SHOWN IN THEIR RELATIVE POSITION TO THE BOUNDARY.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED BOUNDARY SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION ON MARCH 27, 2025. I FURTHER CERTIFY THAT THIS BOUNDARY SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.

REVISIONS	DATE	BY
ADD PROPERTY INFORMATION REPORT	5-16-25	SF
ADDED SCOPE PER CLIENT	4-29-25	EJS
UPDATED CLUB HOUSE	3-27-25	AWS

FILE NAME 7907 SUR5

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

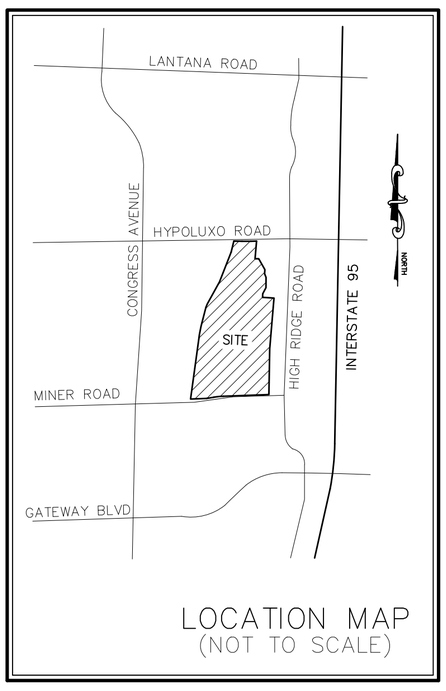
HIGH RIDGE COUNTRY CLUB
BOUNDARY SURVEY

DATE 3/15/25
DRAWN BY SF
F.B./ PG. HDS
SCALE AS SHOWN

Digitally signed by David Lindley
Date: 2025.05.16 13:13:49 -04'00'
Adobe Acrobat version: 2025.001.20474

DAVID P. LINDLEY
REGISTERED LAND SURVEYOR NO. 5005
STATE OF FLORIDA
L.B. 3591

JOB # 7907
SHT.NO. 1
OF 5 SHEETS



LOCATION MAP
(NOT TO SCALE)

GRAPHIC SCALE

200 0 100 200 400 800

(IN FEET)
1 INCH = 200 FT.

NORTH

LEGEND

A/C – AIR CONDITIONER
A – ARC LENGTH
ALUM. – ALUMINUM
B.E. – BUFFER EASEMENT
C.B. – CHORD BEARING
CLF – CHAIN LINK FENCE
CONC. – CONCRETE
COV. COVERED
D.E. – DRAINAGE EASEMENT
ELEC. – ELECTRIC
ELEV. – ELEVATION
EQUIP. – EQUIPMENT
ESMT. – EASEMENT
EXIST. – EXISTING
F.P.L.–FLORIDA POWER & LIGHT
FIN. – FINISHED
FLR. – FLOOR
FND. – FOUND
I.R./CAP – IRON ROD & CAP
I.E.E. – INGRESS–EGRESS EASEMENT
IRR. – IRRIGATION
L.C. – LENGTH OF CHORD
O/S – BUILDING OFFSET
O.R.B. – OFFICIAL RECORD BOOK
P.B. – PLAT BOOK
P.B.C.R. – PALM BEACH COUNTY RECORD
P.O.B. – POINT OF BEGINNING
P.O.C.– POINT OF COMMENCEMENT
PGS – PAGE(S)
P.R.M.–PERMANENT REFERENCE MONUMENT
Q.P.B.B.3 – QUANTUM PARK AT BOYNTON BEACH P.I.D. PLAT NO. 3
R – RADIUS
R/W – RIGHT–OF–WAY
RGE. – RANGE
SEC – SECTION
Δ – DELTA (CENTRAL ANGLE)
SQ. FT. – SQUARE FEET
T – TANGENT LENGTH
TWP. – TOWNSHIP
TYP. – TYPICAL
U.E. – UTILITY EASEMENT
℄ – CENTER LINE
I.E.E. – INGRESS/EGRESS EASEMENT

– FLOOD ZONE "AE EL 9" (SHADED AREA)

– FLOOD ZONE "X" (UNSHADED AREA)

POC
N.E. CORNER OF SEC. 8–45S–43E PER P.B.C PUBLISHED COORDINATES

POB
N.W. CORNER OF STANFORD PARK PB. 46, PG. 67 SET I.R./CAP #3591

CB=S89°57'03"E
LC=292.77'
R=5781.58'
A=292.80'
Δ=2°54'06"

N88°35'54"E 193.91'

CENTERLINE HYPOLUXO ROAD PER PALM BEACH COUNTY, FLORIDA RIGHT OF WAY MAP NO. 3–80–631R/W

S. R/W OF HYPOLUXO ROAD

S88°30'00"E 275.52'

ADDITIONAL R/W (ORB 5643, PG. 1607)

SET N/D #3591

SET I.R./CAP #3591

N. LINE OF SEC. 8–45S–43E BEARING BASIS

ADDITIONAL R/W (ORB 5596, PG. 644)

S88°35'54"W 1062.00'

S05°01'35"W 64.24'

52'

33'

SET I.R./CAP #3591

N13°54'03"E 380.34'

12' U.E. ORB. 4947, PG. 378 ORB. 5110, PG. 924

10' FPL ESMT. ORB. 3875, PG. 1647

15' U.E. PB. 39, PG. 137

60' I.E.E. PB. 39, PG. 137

TRACT 1
STANFORD PARK
P.B. 46, PG.67
Owners LEWAT CORP
Location 7180 HYPOLUXO RD
Municipality BOYNTON BEACH
Parcel No. 08434508040010000
Subdivision STANFORD PARK
Use Type 7800 – SANI/ REST HOME

TRACT 2
STANFORD PARK
P.B. 46, PG.67
Owners CNL RETIREMENT HB2 BOYNTON BEACH FL LP
Municipality BOYNTON BEACH
Parcel No. 08434508040020000
Subdivision STANFORD PARK
Use Type 9400 – R/W – BUFFER

Owners 3RN LLC
Location 4745 NW 7TH CT
Municipality BOYNTON BEACH
Parcel No. 08434508040030010
Subdivision STANFORD PARK
Use Type 1700 – OFFICE ONE STORY

TRACT 3
STANFORD PARK
P.B. 46, PG.67

12' U.E. PB. 46, PG. 67

W. LINE OF STANFORD PARK

20' I.E.E., U.E. & D.E. PB. 46, PG. 67

3' LANDSCAPE ESMT. PB. 46, PG. 67

12' U.E. PB. 46, PG. 67

S5°01'35"W 595.77'

E. LINE OF HIGH RIDGE COUNTRY CLUB PB. 39, PG 137

12' U.E. PB. 39, PG. 137

12' U.E. ORB. 4947, PG. 378 ORB. 5110, PG. 924

SET I.R./CAP @ 5 FOOT OFFSET ONLINE #3591

N88°35'54"E 120.73'

Owners HCP HB2 MANOR–POINTE NEWPORT PLACE, LLC
Location 4735 NW 7TH CT
Municipality BOYNTON BEACH
Parcel No. 08434508040040010
Subdivision STANFORD PARK
Use Type 0600 – RETIREMENT

60' I.E.E. PB. 39, PG. 137

S29°27'57"E 420.16'

TRACT 4
STANFORD PARK
P.B. 46, PG.67
SEE INFO NOTE "B" THIS SHEET

SET I.R./CAP #3591

12' D.E. PB. 39, PG. 137

12' U.E. PB. 39, PG. 137

FND. I.R./CAP #4396

S3°25'08"W 138.00'

S21°12'17"E 132.00'

FND. I.R./CAP #4396

FND. I.R./CAP #4396

S0°35'52"W 345.42'

BENCHMARK #2
SET IRON ROD & CAP LB3591
N: 813411.09
E: 957257.74

12' D.E. PB. 46, PG. 67

12' D.E. PB. 39, PG. 137

TRACT 4
STANFORD PARK
P.B. 46, PG.67
SEE INFO NOTE "B" THIS SHEET

FND. I.R.

S28°12'41"W 231.32'

SET I.R./CAP @ 50 FOOT OFFSET ONLINE #3591

TRACT 7
STANFORD PARK
P.B. 46, PG.67
SEE INFO NOTE "A" THIS SHEET

TRACT 8
STANFORD PARK
P.B. 46, PG.67
SEE INFO NOTE "A" THIS SHEET

S2°31'55"W 121.78'

FND. I.R./CAP "A/B"

S86°34'52"E 384.32'

165.30'

159.02'

S. LINE OF STANFORD PARK

S86°34'52"E 60.00'

SET I.R./CAP #3591

N03°25'08"E 350.00'

S03°25'08"W 350.00'

W. LINE OF HIGH RIDGE SUBDIVISION

HIGH RIDGE SUBDIVISION (P.B. 22, PG. 6)

LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
LOT 11
LOT 12
LOT 13
LOT 14
LOT 15
LOT 16
LOT 17
LOT 18
LOT 19
LOT 20
LOT 21
LOT 22
LOT 23
LOT 24
LOT 25
LOT 26
LOT 27
LOT 28
LOT 29
LOT 30
LOT 31
LOT 32

N.W. 7TH COURT

Δ=7°00'00" R=1910.23' L=233.38' CB=N0°04'52"W LC=233.23'

Δ=7°00'00" R=1850.23' L=226.05' CB=S0°04'52"E LC=225.91'

Δ=17°00'00" R=430.00' L=127.58' CB=N4°55'09"E LC=127.12'

Δ=17°00'00" R=490.00' L=145.39' CB=N4°55'09"E LC=144.85'

12' D.E. PB. 39, PG. 137

12' D.E. PB. 39, PG. 137

Δ=13°23'14" R=330.00' L=77.10' CB=N6°43'31"E LC=76.93'

Δ=13°23'14" R=270.00' L=63.09' CB=S6°43'31"W LC=62.94'

N13°25'08"E 290.00'

S13°25'08"W 290.00'

E. LINE OF SEC. 8–45S–43E

CENTERLINE OF N.W. 7TH COURT

N00°01'54"E 788.67'

S00°01'54"W 788.67'

NOT PLATTED

S5°01'45"W 1708.64'

IMAGINE CHARTER SCHOOL AT BOYNTON BEACH (P.B. 112, PG. 186)

FND. CONCRETE MONUMENT "M/L"

HIGH RIDGE LANDING (P.B. 119, PG. 123)

HIGH RIDGE ROAD (80' RIGHT OF WAY) (ORB 21388, PG 1545) (ORB 6339, PG. 269)

S1°09'29"W 1535.84'

LESS & EXCEPT PORTION
(CROSSHATCHED)
N.W. 7TH COURT
(60' RIGHT–OF–WAY)
(ORB. 4020 PG. 1476)

Δ=4°51'00" R=6697.00' L=566.89' CB=N2°27'24"E LC=566.72'

Δ=4°51'00" R=6757.00' L=571.97' CB=S2°27'24"W LC=571.80'

12' D.E. PB. 39, PG. 137

HIGH RIDGE COUNTRY CLUB
(P.B. 39, PG.137)

Owners HIGH RIDGE COUNTRY CLUB INC
Location 2400 HYPOLUXO RD
Municipality BOYNTON BEACH
Parcel No. 08434508020000010
Subdivision HIGH RIDGE COUNTRY CLUB
Use Type 3800 – GOLF COURSE

L.W.D.D. TO HAVE CERTAIN LANDS IN SAID PETITION , ANNEXED AND INCLUDED INTO THE BOUNDARIES OF THE L.W.D.D. ORB. 3168, PG. 591

L.W.D.D. E–4 CANAL (170' RIGHT OF WAY)

N21°34'01"E 1069.83'

N29°03'56"E 848.29'

N14°40'17"E 549.27'

N8°00'41"E 2067.55'

85' L.W.D.D RIGHT OF WAY (ORB 3030, PG.1930)

85' L.W.D.D RIGHT OF WAY (ORB 3168, PG.850)

FLOOD ZONE "C"
FLOOD ZONE "B"

SET I.R./CAP #3591

12' U.E. PB. 39, PG. 137

15' U.E. PB. 39, PG. 137

12' FPL ESMT. ORB. 6132, PG. 289

12' U.E. PER PB. 39, PG. 137 RELEASED PER ORB. 6168, PG. 1515 (HATCHED)

12' FPL ESMT. ORB. 6132, PG. 289 ABANDONED (O.R.B 30707, PG. 55) (HATCHED)

CB=N21°52'07"E
LC=120.68'
R=481.64'
A=121.00'
Δ=14°23'39"

CB=N11°20'29"E
LC=505.29'
R=4349.42'
A=505.57'
Δ=6°39'36"

W. LINE OF L.W.D.D. CANAL L–4

BENCHMARK #1
SET IRON ROD & CAP LB3591
N: 810192.52
E: 956188.43

NOT PLATTED

Owners HIGH RIDGE COUNTRY CLUB INC
Property detail
Location HYPOLUXO RD
Municipality BOYNTON BEACH
Parcel No. 08434508000001000
Use Type 3800 – GOLF COURSE

CB=S84°11'42"W
LC=322.07'
R=2354.00'
A=322.32'
Δ=7°50'43"

N04°52'54"E 839.03'

S04°52'54"W 831.91'

S88°07'03"W 60.42'

SET MAGNAIL & DISK #3591

181.41'

S88°07'03"W 1531.54'

N. LINE OF MINER ROAD (ORB 4431, PG. 492)

MINER ROAD (114' RIGHT OF WAY) (ORB 4431, PG. 492) (ORB 6241, PG. 651)

MINER ROAD (108' RIGHT OF WAY)

MINER ROAD (ORB 5410, PG. 1464)

MINER ROAD (ORB 4431, PG. 492)

S. LINE OF SEC. 8–45S–43E

54.00'

54.00'

54.00'

54.00'

60'

54'

Q.P.B.B. 3 (P.B. 60, PG. 29)

SET I.R./CAP #3591

FND. I.R./CAP "M/R" LB#48

20' U.E. (ORB 3456, PG. 692)

S80°16'20"W 234.19'

S88°07'05"W 547.87'

S.E. CORNER OF SEC. 8–45S–43E FND. P.B.C. BRASS DISK

QUANTUM PARK AT BOYNTON BEACH
P.I.D. PLAT NO. 3
(P.B. 60, PG. 29)

PARCEL 2 FROM EXHIBIT "A"
(ORB 28307, PG. 1606)

INFO NOTE "A"
Owners CNL RETIREMENT HB2 BOYNTON BEACH FL LP
Municipality BOYNTON BEACH
Parcel No. 08434508040020000
Subdivision STANFORD PARK
Use Type 9400 – R/W – BUFFER

INFO NOTE "B"
Owners HCP HB2 MANOR–POINTE NEWPORT PLACE, LLC
Location 4733 NW 7TH CT
Municipality BOYNTON BEACH
Parcel No. 08434508040040020
Subdivision STANFORD PARK
Use Type 7800 – SANI/ REST HOME

JOB # 7907
SHT.NO. 2 OF 5 SHEETS

DATE 3/15/25
DRAWN BY SF
F.B./ PG. HDS
SCALE AS SHOWN

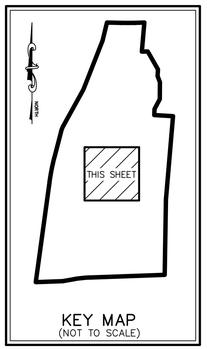
HIGH RIDGE COUNTRY CLUB
BOUNDARY SURVEY

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

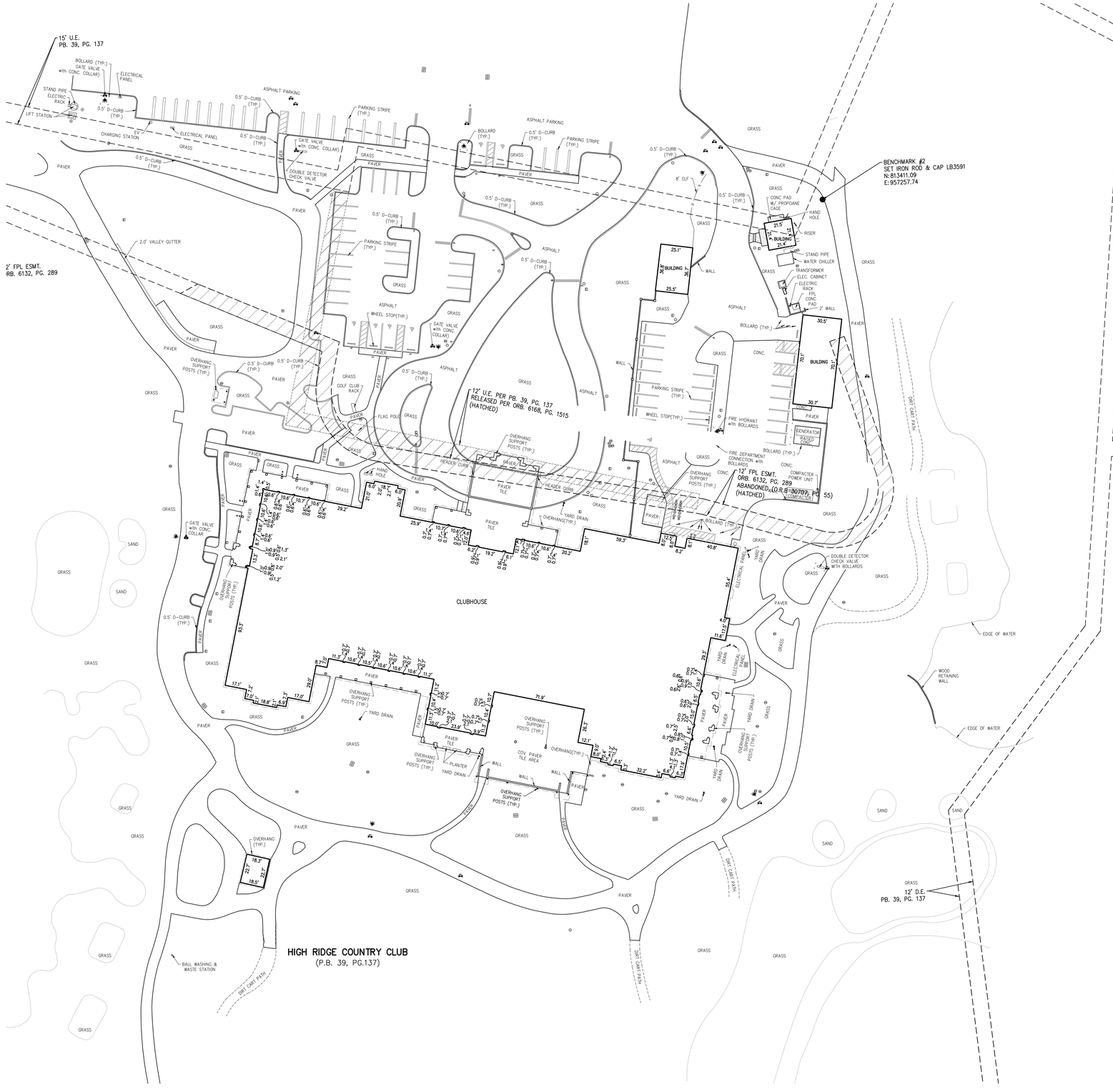
ADD PROPERTY INFORMATION REPORT	5–16–25	SF
ADDED SCOPE PER CLIENT	4–29–25	EJS
UPDATED CLUB HOUSE	3–27–25	AMS
REVISIONS	DATE	BY

FILE NAME 7907 SUR5

CLUBHOUSE LOCATIONS



KEY MAP
(NOT TO SCALE)





GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 INCH = 40 FT.

LEGEND

A/C – AIR CONDITIONER
L – ARC LENGTH
ALUM. – ALUMINUM
B.E. – BUFFER EASEMENT
C.O. – CLEANOUT
CLF – CHAIN LINK FENCE
CONC. – CONCRETE
COV. COVERED
D.E. – DRAINAGE EASEMENT
ELEC. – ELECTRIC
ELEV. – ELEVATION
EQUIP. – EQUIPMENT
ESMT. – EASEMENT
EXIST. – EXISTING
F.P.L.–FLORIDA POWER & LIGHT
FIN. – FINISHED
FLR. – FLOOR
FND. – FOUND
I.R./CAP – IRON ROD & CAP
INV. – INVERT
IRR. – IRRIGATION
L.A.E. – LIMITED ACCESS EASEMENT
O/S – BUILDING OFFSET
O.R.B. – OFFICIAL RECORD BOOK
P.B. – PLAT BOOK
P.B.C.R. – PALM BEACH COUNTY RECORD
P.I.V. – POST–INDICATOR VALVE
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PGS – PAGE(S)
P.R.M.–PERMANENT REFERENCE MONUMENT
PROP. – PROPOSED
R – RADIUS
R/W – RIGHT–OF–WAY
RGE. – RANGE
SEC – SECTION
Δ – DELTA (CENTRAL ANGLE)
CLF – CHAIN LINK FENCE
PIV – POST INDICATOR VALVE
SQ. FT. – SQUARE FEET
TWP. – TOWNSHIP
TYP. – TYPICAL
U.E. – UTILITY EASEMENT
W.M. – WATER METER
W.E. – WATER EASEMENT
S.E. – SANITARY EASEMENT
– LIGHT POLE
– FIRE HYDRANT
– CATCH BASIN
– WATER VALVE
– SET 5/8" IR/CAP LB 3591
– SANITARY MANHOLE
– DRAINAGE MANHOLE
– WOOD POWER POLE (UNLESS NOTED)
– CENTER LINE
– EXISTING ELEVATION
– TRAFFIC SIGN
– ELECTRICAL WIRES OVERHEAD
– ANCHOR
– WATER METER
– RPZ
– GROUND LIGHT
– ELECTRIC HAND HOLE
– IRRIGATION CONTROL VALVE
– CLEAN OUT
– TURF SPRINKLER

REVISIONS	DATE	BY
UPDATED CLUB HOUSE	3-27-25	AMS
ADDED SCOPE PER CLIENT	4-29-25	EJS
ADD PROPERTY INFORMATION REPORT	5-16-25	SF

FILE NAME 7907 SURS

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

HIGH RIDGE COUNTRY CLUB
BOUNDARY SURVEY

DATE	3/15/25
DRAWN BY	SF
F.B./ PG.	HDS
SCALE	1"=40

JOB # 7907
SHT.NO. 3
OF 5 SHEETS

NORTH

GRAPHIC SCALE

60 0 30 60 120

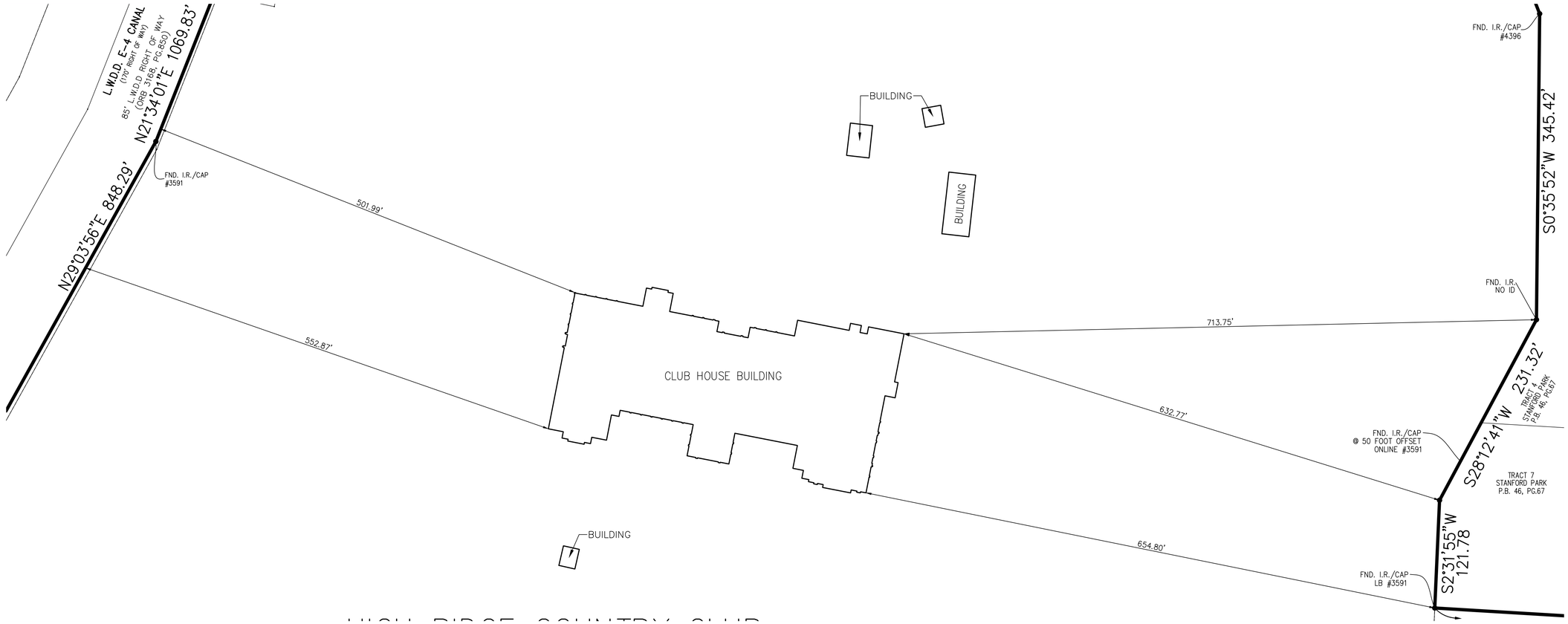
(IN FEET)
1 INCH = 60 FT.

LEGEND

A/C – AIR CONDITIONER
L – ARC LENGTH
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C.O. – CLEANOUT
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– CATCH BASIN
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– SET 5/8" IR/CAP LB 3591
– SANITARY MANHOLE
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– TRAFFIC SIGN
– ELECTRICAL WIRES OVERHEAD
– ANCHOR
– WATER METER
– RPZ
– GROUND LIGHT
– ELECTRIC HAND HOLE
– IRRIGATION CONTROL VALVE
– CLEAN OUT
– TURF SPRINKLER
– YARD DRAIN



REVISIONS	DATE	BY
ADD PROPERTY INFORMATION REPORT	5-16-25	SF
ADDED SCOPE PER CLIENT	4-29-25	EJS
UPDATED CLUB HOUSE	3-27-25	AMS

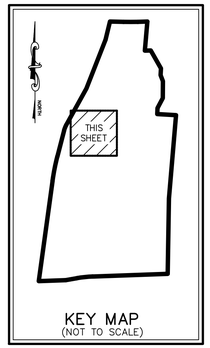
FILE NAME 7907survS

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

HIGH RIDGE COUNTRY CLUB
BOUNDARY SURVEY

DATE	3/15/25
DRAWN BY	SF
F.B./ PG.	H.D.S
SCALE	1"=60

JOB # 7907
SHT.NO. 4
OF 5 SHEETS



KEY MAP
(NOT TO SCALE)

GRAPHIC SCALE

40 0 20 40 80 160

(IN FEET)
1 INCH = 40 FT.

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– ANCHOR
– WATER METER
RPZ – RPZ
– GROUND LIGHT
– ELECTRIC HAND HOLE
IRR – IRRIGATION CONTROL VALVE
– CLEAN OUT
T – TURF SPRINKLER
484 – TREE LOCATION AND NUMBER



TREE TABLE				
TREE ID	TREE TYPE with TRUNK DIAMETER (IN INCHES)	PALM TREE HEIGHT (IN FEET)	NORTHING	EASTING
500	PALM 13	14	814142	956721
501	PALM 10	25	814163	956830
502	PALM 26	15	814139	956922
503	PALM 21	9	813981	956806
504	PINE 14		814173	956942
505	PINE 10		814173	956957
506	PINE 18		814184	956965
507	STRANGLER FIG 50		814110	956957
508	GUMBO LIMBO 15		814006	956701
509	PALM 7	10	813988	956732
510	PALM CLUSTER 4		814099	956743
511	PALM 12	17	814161	956936
512	PALM 18	10	814115	956853
513	PALM 25	10	814112	956856
514	PALM 36	10	814065	956821
515	PALM 18	17	813983	956798
516	OAK 12		813994	956760
517	PALM 16	12	814002	956738
518	GUMBO LIMBO 31		814073	956872
519	PALM CLUSTER 4		814101	956747
520	PALM CLUSTER 4		814103	956751
521	PALM CLUSTER 4		814104	956754
522	PALM CLUSTER 4		814105	956758
523	PALM CLUSTER 4		814107	956762
524	PALM CLUSTER 4		814108	956766
525	PALM CLUSTER 4		814110	956771
526	PALM CLUSTER 4		814111	956775
527	PALM CLUSTER 4		814112	956779
528	PALM CLUSTER 4		814114	956784
529	PALM CLUSTER 4		814116	956787
530	PALM CLUSTER 4		814118	956791
531	PALM CLUSTER 4		814135	956986
532	PALM CLUSTER 4		814112	956976
533	PALM CLUSTER 4		813993	956700
534	PALM CLUSTER 4		813991	956712
535	PALM CLUSTER 4		813995	956686
536	PALM CLUSTER 4		813994	956691
537	PALM CLUSTER 4		813989	956719
538	PALM CLUSTER 4		813989	956724
539	PALM CLUSTER 4		813988	956730
540	PALM CLUSTER 4		813992	956706
541	PALM CLUSTER 4		814128	956949
542	PALM CLUSTER 4		814140	956728
543	PALM CLUSTER 4		814142	956732
544	PALM CLUSTER 4		814143	956737
545	PALM CLUSTER 4		814144	956740
546	PALM CLUSTER 4		814146	956744
547	PALM CLUSTER 4		814147	956749
548	PALM CLUSTER 4		814152	956758
549	PALM CLUSTER 4		814153	956762
550	PALM CLUSTER 4		814155	956768
551	PALM CLUSTER 4		814156	956775
552	PALM CLUSTER 4		814159	956783
553	PALM CLUSTER 4		814162	956788
554	PALM CLUSTER 4		814163	956794
555	PALM CLUSTER 4		813985	956742
556	PALM CLUSTER 4		813987	956737
557	PALM CLUSTER 4		813986	956747
558	PALM CLUSTER 4		813985	956752
559	PALM CLUSTER 4		813984	956763
560	PALM CLUSTER 4		813983	956768
561	PALM CLUSTER 4		813986	956812
562	PALM CLUSTER 4		813987	956792
563	PALM CLUSTER 4		813992	956802
564	PALM CLUSTER 4		813981	956783
565	PALM CLUSTER 4		813982	956779
566	PALM CLUSTER 4		813984	956774
567	PALM CLUSTER 4		813983	956759

		SF
ADD PROPERTY INFORMATION REPORT	5-16-25	EJS
ADDED SCOPE PER CLIENT	4-29-25	AMS
UPDATED CLUB HOUSE	3-27-25	BY
REVISIONS	DATE	
FILE NAME 7907 SURS		

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

HIGH RIDGE COUNTRY CLUB
BOUNDARY SURVEY

DATE	3/15/25
DRAWN BY	SF
F.B./ PG.	HDS
SCALE	1"=40

JOB # 7907
SHT.NO. 5
OF 5 SHEETS

PTC
Transportation Consultants

601 Heritage Drive, Suite 493
Jupiter, FL 33458
(561) 296-9698

May 7, 2025

Mr. Ryan Artim
General Manager / CEO
High Ridge Country Club
2400 Hypoluxo Road
Lantana, FL 33462

Re: High Ridge Country Club – #PTC25-037
Future Land Use Amendment Traffic Statement

Dear Mr. Artim:

It is proposed to change the future land use designation from Low Density Residential to Recreational on a 4.5-acre parcel located in the City of Boynton Beach. The purpose of this analysis is to determine if the proposed future land use designation of Recreational for the 4.5-acre site is consistent with the Transportation Element of the Comprehensive Plan.

The site is located on the south side of Hypoluxo Road west of High Ridge Road in the City of Boynton Beach. Existing on site is a country club with an 18 hole golf course. It is proposed to abandon a right-of-way as shown on **Attachment 1**. The golf course is an existing use. With this right-of-way abandonment, no additional holes will be created only the potential expansion of existing holes.

The existing Future Land Use (FLU) designation of Low Density Residential is proposed to be changed to Recreational. The Comprehensive Plan assigns a maximum intensity to the FLU designations. The maximum intensity scenarios for the existing and proposed FLU for the 4.5-acre parcel are shown below along with the proposed development plan:

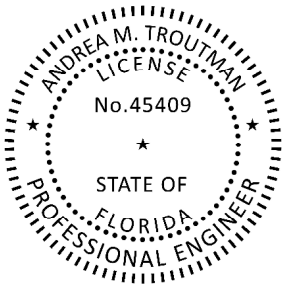
EXISTING LAND USE DESIGNATION	PROPOSED LAND USE DESIGNATION	
Low Density Residential (7.5 DU per Acres)	**Recreational (0.50 FAR)**	
Maximum Intensity	**Maximum Intensity**	**Proposed Development Plan**
34 DUs	98,010 SF Recreational Community Center	Expansion of Existing Golf Holes

Palm Beach County and the Institute of Transportation Engineers (ITE), Trip Generation, *11th Edition*, were the sources of trip generation data utilized in this study. Palm Beach County Trip Generation Rates and excerpts from the ITE manual are provided in the **Appendix**. Daily and peak hour trips generated by the existing and proposed FLU designations at the maximum intensities are shown on **Attachments 2A and 2B. Attachment 2C** provides the trip generation of the proposed development plan which generates no additional trips. **T**he comparison of trips is provided on **Attachment 2D.**

As shown on **Attachment 2D**, with the proposed development plan to only potentially expand the golf holes, there is a resultant trip reduction when compared with the existing land use designation. With the restriction to the proposed development plan, this analysis shows that the proposed future land use designation of Recreational for the 4.5-acre site meets the transportation standards with no increase in traffic and is consistent with the Comprehensive Plan.

Please contact me by phone or at atroutman@pindertroutman.com if you need any additional information or have any questions.

Sincerely,



Digitally signed by
Andrea M Troutman
Date: 2025.05.07
09:40:12 -04'00'

Andrea M. Troutman, P.E.
President

Attachment

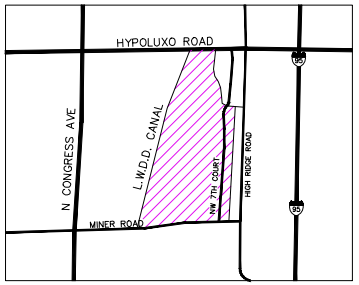
Andrea M. Troutman, State of Florida, Professional Engineer, License No. 45409
This item has been electronically signed and sealed by Andrea M. Troutman, P.E. on 5/7/25 using a Digital Signature. Printed copies of this document are not considered signed and sealed, and the signature must be verified on any electronic copies.

SETBACK TABLE:	REQUIRED MASTER PLAN	PROVIDED
FRONT YARD (NORTH) –HYPOLUXO RD	25' FROM PL	1122.3' FROM PL
SIDE YARD (EAST) – ADJ PROP	25' FROM PL	620.2' FROM PL
REAR YARD (SOUTH) – MINER RD	25' FROM PL	3395.4' FROM PL
SIDE YARD (WEST) – ADJ PROP	25' FROM PL	83.4' FROM PL

SITE PLAN DATA TABLE:		
CURRENT USE OF PROPERTY	GOLF COURSE	
CURRENT LAND USE DESIGNATION	R / LDR	
PROPOSED LAND USE DESIGNATION	R	
CURRENT ZONING DESIGNATION	REC / R1AA	
PROPOSED ZONING DESIGNATION	REC	
WATER & WASTEWATER SERVICE PROVIDER	CITY OF BOYNTON BEACH	
TOTAL SITE AREA (NET)	10,203,238 SF / 234.46 ACRES	
TOTAL SITE AREA (GROSS)	10,755,500 SF / 246.91 ACRES	
TOTAL PERVIOUS PROPOSED	9,922,368 SF	97%
TOTAL PERVIOUS EXISTING	9,922,368 SF	97%
TOTAL IMPERVIOUS PROPOSED	213,382 SF	2%
TOTAL IMPERVIOUS EXISTING	213,382 SF	2%
TOTAL BUILDING FOOTPRINT PROPOSED	67,488 SF	1%
TOTAL BUILDING FOOTPRINT EXISTING	67,488 SF	1%
PEDESTRIAN WALKS & PLAZAS	84,388 SF	0.8%
VUA AREA	180,251 SF	1.7%
OPEN SPACE	9,922,368 SF	97%

Attachment 1





LOCATION MAP
NTS

NORTH

LEGAL DESCRIPTION
HIGH RIDGE COUNTRY CLUB ALL OF PLAT (LESS HYPOLUXO RD R/W)

FLYNN ENGINEERING
241 COMMERCIAL BLVD., LAUDERDALE-BY-THE-SEA, FL 33308
PHONE: (954) 522-1004 | WWW.FLYNNENGINEERING.COM
EB# 6516

Sheet Title
CONCEPTUAL SITE PLAN

Job Title
HIGH RIDGE COUNTRY CLUB
2400 HYPOLUXO ROAD,
BOYNTON BEACH, FLORIDA 33462

NORTH

Revisions
1
2
3
4
5
6
7
8

Phase:
DRC
DOCUMENTS

SEAL

Scale: 1"=180'	Date 03/12/25
Job No. 24-1833.00	Per Date 03/12/25
Drawn by JMC	Sheet No. C0.1
Proj. Mgr. DRS	
Appr. by DRS	1 of 1

Attachment 2A
High Ridge Country Club
Trip Generation - Existing FLUA Maximum Uses - Low Density Residential

DAILY

Land Use	ITE Code	Intensity (1)	Trip Generation Rate (2)	% In	Total Trips
Resid. Single Family	210	34 DUs	10 / DU	50%	340
TOTAL					340

AM PEAK HOUR

Land Use	ITE Code	Intensity (1)	Trip Generation Rate (2)	% In	Total Trips		
					In	Out	Trips
Resid. Single Family	210	34 DUs	0.70 / DU	26%	6	18	24
TOTAL					6	18	24

PM PEAK HOUR

Land Use	ITE Code	Intensity (1)	Trip Generation Rate (2)	% In	Total Trips		
					In	Out	Trips
Resid. Single Family	210	34 DUs	0.94 / DU	63%	20	12	32
TOTAL					20	12	32

(1) Based on 7.5 DUs per acre for 4.5 acres.

(2) Source: Palm Beach County Traffic Division and ITE Trip Generation, *11th Edition*.

Attachment 2B
High Ridge Country Club
Trip Generation - Proposed FLUA Maximum Uses - Recreational

DAILY

Land Use	ITE Code	Intensity (1)	Trip Generation Rate (2)	% In	Total Trips
Recreational Community Center	495	98,010 SF	28.82 / 1000 SF	50%	2,825
TOTAL					2,825

AM PEAK HOUR

Land Use	ITE Code	Intensity (1)	Trip Generation Rate (2)	% In	Total Trips		
					In	Out	Trips
Recreational Community Center	495	98,010 SF	1.91 / 1000 SF	66%	123	64	187
TOTAL					123	64	187

PM PEAK HOUR

Land Use	ITE Code	Intensity (1)	Trip Generation Rate (2)	% In	Total Trips		
					In	Out	Trips
Recreational Community Center	495	98,010 SF	2.50 / 1000 SF	47%	115	130	245
TOTAL					115	130	245

(1) Based on FAR of 0.50 for 4.5 acres.

(2) Source: Palm Beach County Traffic Division and ITE Trip Generation, *11th Edition*.

Attachment 2C
High Ridge Country Club
Trip Generation - Proposed Development

DAILY

Land Use	ITE Code	Intensity (1)	Trip Generation Rate (2)	% In	Total Trips
Golf Course	430	- Holes	30.38 / Hole	50%	-
TOTAL					-

AM PEAK HOUR

Land Use	ITE Code	Intensity (1)	Trip Generation Rate (2)	% In	Total Trips		
					In	Out	Trips
Golf Course	430	- Holes	1.76 / Hole	79%	-	-	-
TOTAL					-	-	-

PM PEAK HOUR

Land Use	ITE Code	Intensity (1)	Trip Generation Rate (2)	% In	Total Trips		
					In	Out	Trips
Golf Course	430	- Holes	2.91 / Hole	53%	-	-	-
TOTAL					-	-	-

(1) No new golf holes are proposed only the potential expansion of the existing holes.
(2) Source: Palm Beach County Traffic Division and ITE Trip Generation, *11th Edition*.

Attachment 2D
High Ridge Country Club
Trip Generation Comparison

	Daily	AM Peak Hour In	AM Peak Hour Out	AM Peak Hour Total	PM Peak Hour In	PM Peak Hour Out	PM Peak Hour Total
Existing FLUA Maximum Intensity	340	6	18	24	20	12	32
Proposed FLUA Maximum Intensity	2,825	123	64	187	115	130	245
Proposed FLUA Proposed Development	-	-	-	-	-	-	-
Net New Trips Maximum Intensity	2,485	117	46	163	95	118	213
Net New Trips Proposed Development	(340)	(6)	(18)	(24) -	(20)	(12)	(32)

APPENDIX

Palm Beach County Trip Generation Rates

(Must be used with traffic studies submitted to the County on or after 9/1/2022. However, immediate use is highly recommended)

Gr	Landuse	ITE Code	Unit	Daily Rate/Equation	Pass-By %	AM Peak Hour		PM Peak Hour	
						In/Out	Rate/Equation	In/Out	Rate/Equation
Industrial	General Light Industrial	110	1000 S.F.	4.87	10%	88/12	0.74	14/86	0.65
	Manufacturing	140	1000 S.F.	4.75	10%	76/24	0.68	31/69	0.74
	Warehouse	150	1000 S.F.	1.71	10%	77/23	0.17	28/72	0.18
	Mini-Warehouse/SS	151	1000 S.F.	1.45	10%	59/41	0.09	47/53	0.15
	HCF Center Warehouse - Non Sort	155	1000 S.F.	1.81	10%	81/19	0.15	39/61	0.16
Residential	Single Family Detached	210	Dwelling Unit	10	0%	26/74	0.7	63/37	0.94
	Multifamily Low-Rise Housing upto 3 story (Apartment/Condo/TH)	220	Dwelling Unit	6.74	0%	24/76	0.4	63/37	0.51
	Multifamily Mid-Rise Housing 4-10 story (Apartment/Condo/TH)	221	Dwelling Unit	4.54	0%	23/77	0.37	61/39	0.39
	55+ SF Detached	251	Dwelling Unit	4.31	0%	33/67	0.24	61/39	0.30
	55+ SF Attached	252	Dwelling Unit	3.24	0%	34/66	0.2	56/44	0.25
	Congregate Care Facility	253	Dwelling Unit	2.21	0%	58/42	0.08	49/51	0.18
	Assisted Living Facility	254	Beds	2.6	0%	60/40	0.18	39/61	0.24
Ldg	Hotel	310	Rooms	7.99	10%	56/44	0.46	51/49	0.59
Rec	Golf Course	430	Holes	30.38	5%	79/21	1.76	53/47	2.91
	Health/Fitness Club	492	1000 S.F.	32.93	5%	51/49	1.31	57/43	3.45
Institutional	Elementary School	520	Students	2.27	0%	54/46	0.74	46/54	0.16
	Middle/Junior School	522	Students	2.1	0%	54/46	0.67	48/52	0.15
	High School	525	Students	1.94	0%	68/32	0.52	48/52	0.14
	Private School (K-8)	530	Students	3.17[a]	0%	56/44	1.01	46/54	0.26
	Private School (K-12)	532	Students	2.48	0%	63/37	0.79	43/57	0.17
	Church/Synagogue[b]	560	1000 S.F.	7.6	5%	62/38	0.32	44/56	0.49
	Day Care	565	Students	4.09	50%	53/47	0.78	47/53	0.79
	Library	590	1000 S.F.	72.05	10%	71/29	1	48/52	8.16
Med	Hospital	610	1000 S.F.	10.77	10%	67/33	0.82	35/65	0.86
	Nursing Home	620	Beds	3.06	10%	72/28	0.14	33/67	0.14
Office	General Office (10k-250k SF GFA)[h]	710	1000 S.F.	10.84	10%	88/12	1.52	17/83	1.44
	General Office (>250k SF GFA)[h]	710	1000 S.F.	Ln(T) = 0.87 Ln(X) + 3.05	10%	88/12	Ln(T) = 0.86Ln(X) + 1.16	17/83	1.44
	Small Office Building (<=10k SF GFA)	712	1000 S.F.	14.39	10%	82/18	1.67	34/66	2.16
	Medical Office (Stand-Alone)	720	1000 S.F.	T=42.97(X)-108.01	10%	79/21	3.10	30/70	3.93
	Medical Office (Near Hospital)	720	1000 S.F.	31.86	10%	81/19	2.68	25/75	2.84
	Government Office	730	1000 S.F.	22.59	10%	75/25	3.34	25/75	1.71

Palm Beach County Trip Generation Rates

(Must be used with traffic studies submitted to the County on or after 9/1/2022. However, immediate use is highly recommended)

Gr	Landuse	ITE Code	Unit	Daily Rate/Equation	Pass-By %	AM Peak Hour		PM Peak Hour	
						In/Out	Rate/Equation	In/Out	Rate/Equation
Retail	Nursery (Garden Center)	817	Acre	108.1	0%	50/50	2.82	50/50	8.06
	Nursery (Wholesale)	818	Acre	19.50	0%	50/50	0.23	50/50	0.36
	Landscape Services	PBC	Acre[c]	121.70	0%	40/60	34.4	58/42	15.1
	Shop Center (>150ksf)	820	1000 S.F.	37.01	24%	62/38	0.84	48/52	3.4
	Shop Plaza (40-150ksf) w/Sup Market	821	1000 S.F.	94.49	39%	62/38	3.53	48/52	9.03
	Shop Plaza (40-150ksf) w/out Sup Market	821	1000 S.F.	67.52	39%	62/38	1.73	49/51	5.19
	Strip Retail Plaza (<40ksf)	822	1000 S.F.	54.45	63%	60/40	2.36	50/50	6.59
	Automobile Sales (New)	840	1000 S.F.	27.84	15%	73/27	1.86	40/60	2.42
	Automobile Parts Sales	843	1000 S.F.	54.57	28%	55/45	2.51	48/52	4.9
	Tire Store	848	1000 S.F.	27.69	28%	64/36	2.61	43/57	3.75
	Supermarket	850	1000 S.F.	93.84	36%	59/41	2.86	50/50	8.95
	Pharmacy + DT	881	1000 S.F.	108.40	50%	52/48	3.74	50/50	10.25
Services	Drive-In Bank	912	1000 S.F.	100.35	47%	58/42	9.95	50/50	21.01
	Fine Dining Restaurant	931	1000 S.F.	83.84	44%	50/50	0.73	67/33	7.8
	High Turnover Sit-Down Rest.	932	1000 S.F.	107.2	43%	55/45	9.57	61/39	9.05
	Fast Food Restaurant w/o DT	933	1000 S.F.	450.49	45%	58/42	43.18	50/50	33.21
	Fast Food Restaurant + DT	934	1000 S.F.	467.48	49%	51/49	44.61	52/48	33.03
	Coffee/Donut Shop w/o DT	936	1000 S.F.	441.88[d]	45%	51/49	93.08	50/50	32.29
	Coffee/Donut Shop + DT	937	1000 S.F.	533.57	49%	51/49	85.88	50/50	38.99
	Coffee/Donut Shop + DT w/No Seat	938	DT Lanes	179	49%	50/50	39.81	50/50	15.08
	Gas Station w/Convenience Store[e]	FDOT	FP, 1000 S.F.	14.3*PM Trips	61%	50/50	Note f	50/50	12.3*FP+15.5*(X)
	Carwash (Automated)[g]	PBC	Lane	166.00	0%	50/50	11.97	50/50	13.65

Footnotes

a) Based on Daily to AM peak ratio for LUC 532 (Private School (K-12)

b) Weekend peak hour rate = 10.36 per 1,000 s.f. with a 48/52 directional split

c) Landscape Services acreage consists of overnight vehicle and equipment storage as well as areas (covered or uncovered) for chemicals, fertilizers, landscape materials (excluding plants) and other items needed for day-to-day operations. Not included are drive aisles, customer/employee parking, structures shared by nursery and landscape services, facilities that solely serve the onsite landscape activities or any nursery growing areas.

d) Based on Daily to PM ratio for ITE Code 937 (Coffee Donut Shop + DT)

e) FP=Fueling Position. Use both FP and Convenience Store size in estimating trips using the provided equation. Note that no internalization between the gas pumps and convenience store, as per ULDC Artice 12, should be applied to estimate the net trips.

f) Use PM rates

g) Daily rate taken from PBC trip gen. study. Peak hour rates derived by applying peak to daily ratios for gas station to daily carwash rate from older ITE TGM. New PBC rate study underway.

h) Based on PBC analysis of ITE TGM data plots

Modification History

3/2/2020: Added Landscape Services, modification history, edited formatting

7/25/2022: Updated with ITE TG Manual 11th ed information

Land Use: 495
Recreational Community Center

Description

A recreational community center is a stand-alone public facility similar to and including YMCAs. These facilities often include classes and clubs for adults and children, a day care or nursery school, meeting rooms and other social facilities, swimming pools and whirlpools, saunas, tennis, racquetball, handball, pickle ball, basketball and volleyball courts; outdoor athletic fields/courts, exercise classes, weightlifting and gymnastics equipment, locker rooms, and a restaurant or snack bar. Public access is typically allowed and a membership fee may be charged. Racquet/tennis club (Land Use 491), health/fitness club (Land Use 492), and athletic club (Land Use 493) are related land uses.

Additional Data

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (https://www.ite.org/technical-resources/topics/trip-and-parking-generation/).

The sites were surveyed in the 1980s, the 1990s, the 2000s, the 2010s, and the 2020s in Alberta (CAN), Arizona, Indiana, Minnesota, New Hampshire, New York, Oregon, Pennsylvania, Tennessee, and Utah.

Source Numbers

281, 410, 443, 571, 618, 705, 719, 850, 866, 971, 1055

Recreational Community Center
(495)

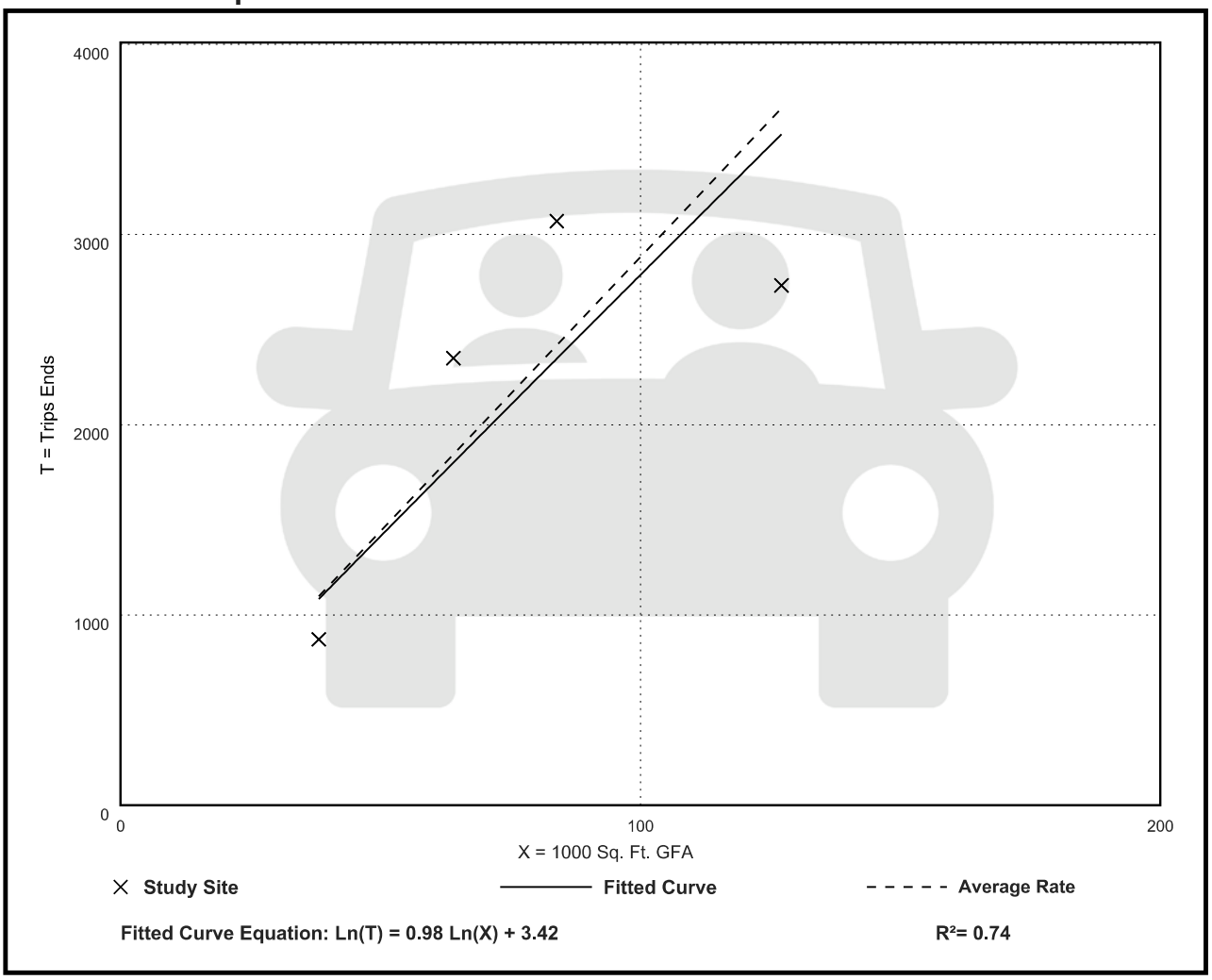
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 4
Avg. 1000 Sq. Ft. GFA: 78
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
28.82	21.49 - 36.71	8.56

Data Plot and Equation



Fitted Curve Equation: Ln(T) = 0.98 Ln(X) + 3.42

R^2= 0.74

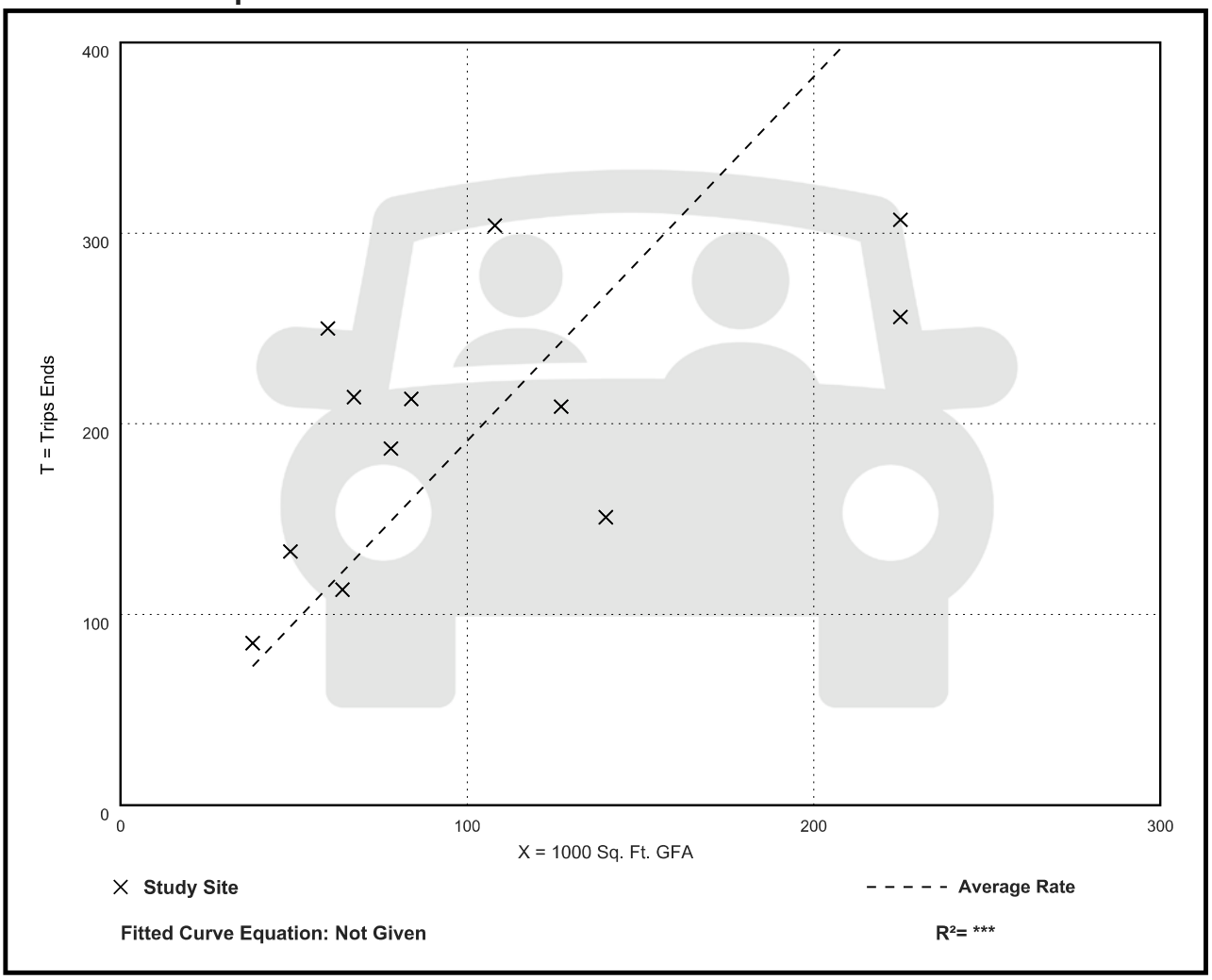
Recreational Community Center
(495)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
Number of Studies: 12
Avg. 1000 Sq. Ft. GFA: 105
Directional Distribution: 66% entering, 34% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.91	1.08 - 4.18	0.88

Data Plot and Equation



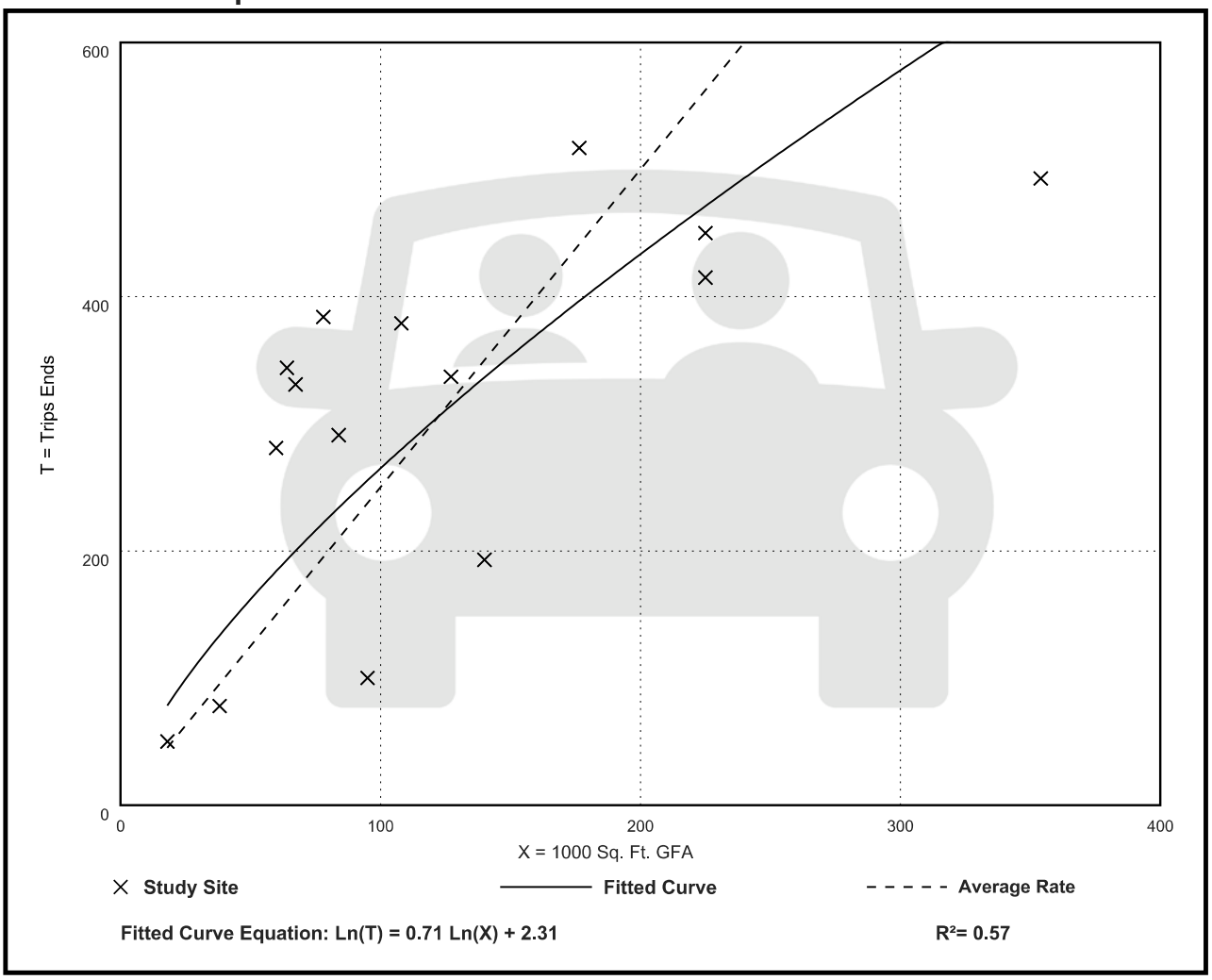
Recreational Community Center
(495)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 15
Avg. 1000 Sq. Ft. GFA: 124
Directional Distribution: 47% entering, 53% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
2.50	1.05 - 5.37	1.28

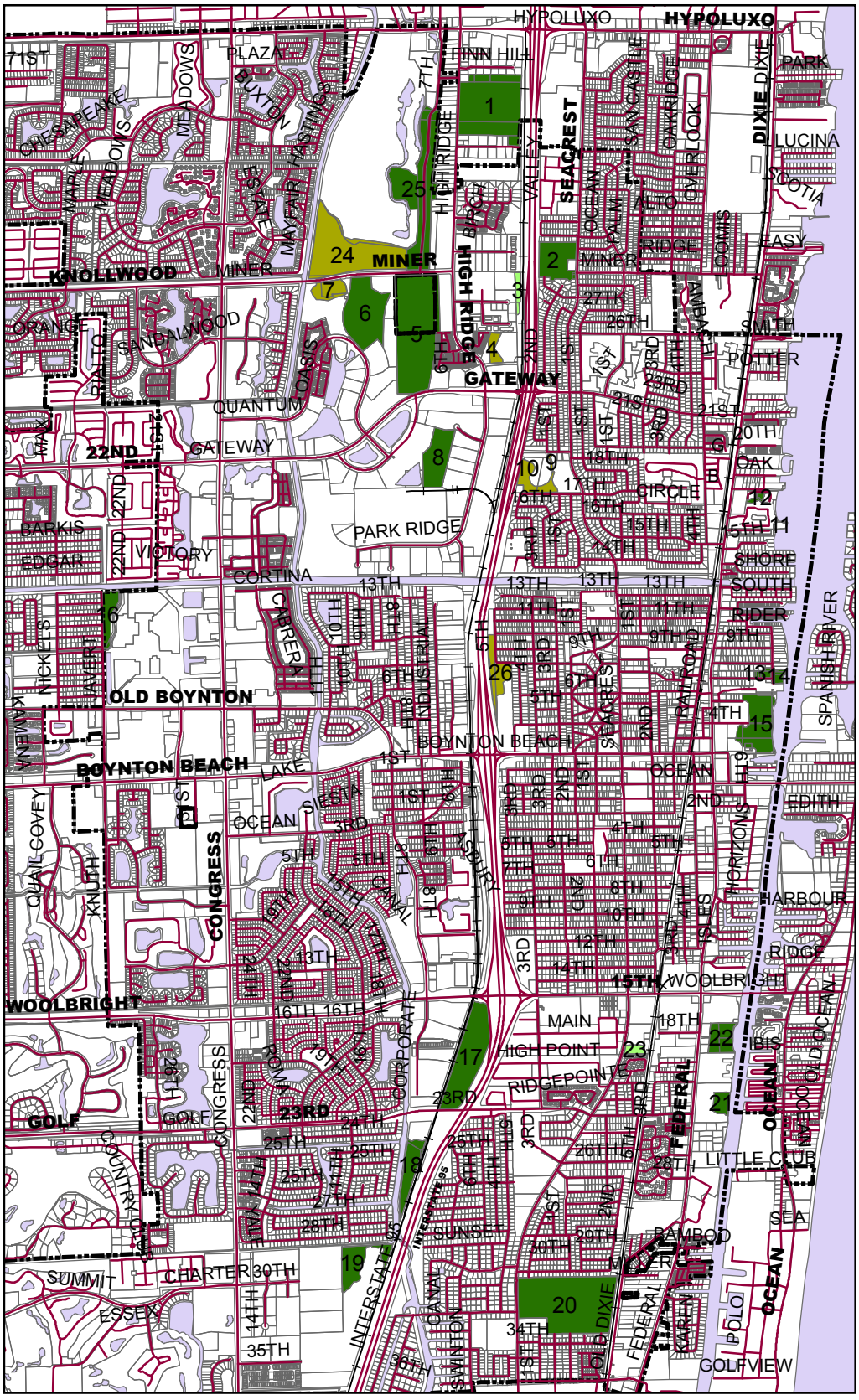
Data Plot and Equation



Fitted Curve Equation: Ln(T) = 0.71 Ln(X) + 2.31

R^2= 0.57

CITY OF BOYNTON BEACH
Environmentally Sensitive Lands



Legend

ECO VALUE

- A-Rated
- B-Rated
- C-Rated

Source:
Inventory of Ecosystems in Palm Beach County. Phase III Report. Iverson and Austin, July 1989.
Updated:
February 2008

N
W
E
S

0 0.25 0.5 1 Miles

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:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING ORDINANCE NO. 02-013 TO REZONE APPROXIMATELY 64.54 ACRES GENERALLY LOCATED WEST OF HIGH RIDGE ROAD BETWEEN HYPOLUXO ROAD AND MINER ROAD, FROM R-1-AA (SINGLE FAMILY RESIDENTIAL DISTRICT) TO REC (RECREATION); DECLARING THE PROPOSED AMENDMENT TO BE CONSISTENT WITH THE COMPREHENSIVE PLAN OF THE CITY; PROVIDING FOR SEVERABILITY, CONFLICTS, AND PROVIDING FOR 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;
☐ 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:

[1] See Section 166.041(4)(c), Florida Statutes.

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):

The subject area is located west of High Ridge Road and situated between Hypoluxo Road to the north and Miner Road to the south. The overall site consists of 234.46 acres and has a golf course, clubhouse, and other site amenities. While the entire site is under single ownership, the current configuration consists of three (3) parcels and an undeveloped section of right-of-way. The section of right-of-way has a concurrent application for an abandonment. The remaining three (3) parcels do not have a consistent zone designation, consisting of REC and R-1-AA.

The large portion of the subject site, located within the REC zoning district, permits the golf course and related structures, however the two parcels, consisting of 64.54 acres, located to the south and east are within the R-1-AA zoning district which does not permit a golf course as a use. While a portion of the golf course is located within the residential zone district, this area would be considered to be a non-conforming use. Any modifications or expansions of the golf course within the R-1-AA zone district would require a rezone.

The 64.54 acres in consideration is located within Environmentally Sensitive Lands both A and B-rated. The City of Boynton Beach's Comprehensive Plan outlines policies in regard to managing and protecting these areas, as defined below in the section 'Review Based on Criteria for Future Land Use Map and Rezone'.

As the applicant is proposing to expand the golf course and modify aspects of landscaping, and the current pond locations that are located within the R-1-AA zone district, staff advised the requirement for the Future Land Use Map amendment and Rezone. The only portion to be affected will be the 64.54 acres currently zoned R-1-AA.

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:

NONE

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

NONE

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

NONE

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses will be impacted by the proposed ordinance

4. Additional information the governing body deems useful (if any):

NONE

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.
11/18/2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/18/2025

Proposed Ordinance No. 25-044- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, approving the abandonment of a portion of the 60' wide NW 7th Court right-of-way, commencing at the south line of the Stanford Park Plat and terminating at the north right-of-way line of Miner Road; authorizing the City Manager to execute a disclaimer, which shall be recorded with this ordinance in the public records of Palm Beach County, Florida; providing an effective date; and for all other purposes.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-044, on first reading.

Explanation of Request:

The applicant is requesting the partial abandonment (ABAN-2025.03.1589) of the NW 7th Court Right-of-Way in conjunction with the following applications: High Ridge Country Club Rezoning (REZN-2025.03.1590) a rezoning of the subject properties from R-1-AA (Single Family Residential District) to REC (Recreation), and High Ridge Country Club Future Land Use Map Amendment (FLUM-2025.03.1591) to change the future land use of the subject properties from LDR (Low Density Residential) to R (Recreational). The abandonment area is outlined below (refer to Exhibit A- Proposed Abandonment):

The applicant is requesting to abandon the portion of the right-of-way of NW 7th Court located between Miner Road and the northern property line of the adjacent parcel owned by High Ridge Country Club (PCN 08434508000001000). This portion of the right-of-way is currently gated off and does not provide access to neighboring properties. The abandoned land will be transferred to the abutting property owner(s). In this case, the vacated right-of-way is abutted by the same parcel both to the east and west, and therefore the entirety of the vacated right-of-way will be transferred to the property owner of PCN 08434508000001000. There is an existing 12-inch water main, and a 6-inch force main located within the existing right-of-way. As part of the concurrent plat application (PLAT-2025.08.5622), a 60-foot-wide utility easement will be provided within the same footprint as the right-of-way being vacated as part of this application.

The subject area is approximately 196,108 square feet (4.502 acres) and 60 feet wide (Exhibit B- Legal Descriptions and Sketches).

The applicant has provided a justification statements for the abandonment request (see Exhibit D- Justification Statement).

How will this affect city programs or services? N/A

Account Line Item and Description: N/A

Fiscal Impact: The abandonment will reduce the right-of-way that needs to be maintained by the City, and will increase property tax revenue as the abandoned right-of-way will become a part of the High Ridge Country Club property.

Attachments:
Ord. 25-044 Agenda_Item_3939-2025_Ordinance_Approving_abandonment_of_portion_of_60__wide_NW_7th_Ct_ROW__2_.c
ABAN 2025.03.1589_Staff Report.doc
Exhibit A - Proposed Abandonment.pdf
Exhibit B - Legal Description and Sketches.pdf
Exhibit C - Conditions of Approval.docx
Exhibit D - Justification Statement.pdf
Agenda Item 3939-2025 Business Impact Statement.docx

ORDINANCE NO. 25-044

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE ABANDONMENT OF A PORTION OF THE 60' WIDE NW 7TH COURT RIGHT-OF-WAY, COMMENCING AT THE SOUTH LINE OF THE STANFORD PARK PLAT AND TERMINATING AT THE NORTH RIGHT-OF-WAY LINE OF MINER ROAD; 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; AND FOR ALL OTHER PURPOSES.

WHEREAS, Applicant is requesting the partial abandonment of NW 7th Court Right-Of-Way ("ROW") located between Miner Road and the northern property line of the adjacent parcel owned by High Ridge Country Club, as recorded in Plat Book 46, Page 67 of the Public Records of Palm Beach County, Florida; 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 sixty-foot (60') wide NW 7th Court ROW, commencing at the south line of the Stanford Park Plat and terminating at the north ROW line of Miner Road, as recorded in Plat Book 46, Page 67 of the Public Records of Palm Beach County. The property being abandoned is more particularly described as follows:

A PORTION OF NW 7TH COURT, A ROAD RIGHT-OF-WAY, BEING A PORTION OF SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF STANFORD PARK, A PLAT AS RECORDED AT PLAT BOOK 46, PAGE 67 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, THENCE N86º37'52"W, ALONG THE SOUTH LINE OF SAID STANFORD PARK, 158.93 FEET TO THE POINT OF BEGINNING, BEING THE CENTERLINE OF A SAID NW 7TH COURT, BEING A 60.00 FOOT RIGHT-OF-WAY, 30.00 FEET ON BOTH SIDES OF SAID CENTERLINE; THENCE S03º22'07"W ALONG SAID CENTERLINE, 349.64 FEET TO A POINT OF CURVATURE, OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1880.00 FEET AND A CENTRAL ANGLE OF 06º38'27", AND ARC DISTANCE OF 217.90 FEET TO A POINT OF TANGENCY; THENCE S03º15'45"E, 15.11 TO A POINT OF CURVATURE OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 460.00 FEET AND A CENTRAL ANGLE OF 16º37'52"; THENCE SOUTHERLY AN ARC DISTANCE OF 133.52 FEET TO A POINT OF TANGENCY; THENCE S13º22'07"E, 289.96 FEET TO A POINT OF CURVATURE, OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 13º23'14"; THENCE SOUTHERLY AN ARC DISTANCE OF 70.10 FEET TO A POINT OF TANGENCY; THENCE S00º01'07"E, 788.63 FEET TO A POINT OF CURVATURE, OF A CURVE, BEING CONCAVE TO THE WEST, HAVING A RADIUS OF 6728.00 FEET AND A CENTRAL ANGLE OF 04º51'00"; THENCE SOUTHERLY AN ARC DISTANCE OF 569.52 FEET TO A POINT OF TANGENCY; THENCE S04º49'53"W, 834.07 FEET TO THE POINT OF TERMINATION.

SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF MINER ROAD.

THE PREVIOUS NINE COURSES AND DISTANCES BEING ALONG THE CENTERLINE OF SAID NW 7TH COURT.

NOTE THE SIDELINES OF THIS DESCRIPTION WILL EXTEND OR SHORTEN, TO BE COMMON WITH THE SOUTH LINE OF SAID STANFORD PARK (PLAT) AND THE NORTH RIGHT-OF-WAY LINE OF SAID MINER ROAD.

SAID LAND LYING IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA, CONTAINING 196,108 SQUARE FEET, 4.502 ACRES, 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 the following page]

FIRST READING this ____ day of _____, 2025.

SECOND READING this ____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna Lamb
City Attorney

ORDINANCE NO. 25-044

DISCLAIMER

KNOW ALL MEN BY THESE PRESENTS that the City Commission of the City of Boynton Beach, Florida, does hereby abandon the sixty-foot (60') wide NW 7th Court right-of-way, commencing at the south line of the Stanford Park Plat and terminating at the north right-of-way line of Miner Road, as recorded in Plat Book 46, Page 67 of the Public Records of Palm Beach County, Florida. The property being abandoned is more particularly described as follows:

A PORTION OF NW 7TH COURT, A ROAD RIGHT-OF-WAY, BEING A PORTION OF SECTION 8, TOWNSHIP 45 SOUTH, RANGE 43 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF STANFORD PARK, A PLAT AS RECORDED AT PLAT BOOK 46, PAGE 67 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, THENCE N86º37'52"W, ALONG THE SOUTH LINE OF SAID STANFORD PARK, 158.93 FEET TO THE POINT OF BEGINNING, BEING THE CENTERLINE OF A SAID NW 7TH COURT, BEING A 60.00 FOOT RIGHT-OF-WAY, 30.00 FEET ON BOTH SIDES OF SAID CENTERLINE; THENCE S03º22'07"W ALONG SAID CENTERLINE, 349.64 FEET TO A POINT OF CURVATURE, OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1880.00 FEET AND A CENTRAL ANGLE OF 06º38'27", AND ARC DISTANCE OF 217.90 FEET TO A POINT OF TANGENCY; THENCE S03º15'45"E, 15.11 TO A POINT OF CURVATURE OF A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 460.00 FEET AND A CENTRAL ANGLE OF 16º37'52"; THENCE SOUTHERLY AN ARC DISTANCE OF 133.52 FEET TO A POINT OF TANGENCY; THENCE S13º22'07"E, 289.96 FEET TO A POINT OF CURVATURE, OF A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 13º23'14"; THENCE SOUTHERLY AN ARC DISTANCE OF 70.10 FEET TO A POINT OF TANGENCY; THENCE S00º01'07"E, 788.63 FEET TO A POINT OF CURVATURE, OF A CURVE, BEING CONCAVE TO THE WEST, HAVING A RADIUS OF 6728.00 FEET AND A CENTRAL ANGLE OF 04º51'00"; THENCE SOUTHERLY AN ARC DISTANCE OF 569.52 FEET TO A POINT OF TANGENCY; THENCE S04º49'53"W, 834.07 FEET TO THE POINT OF TERMINATION.

SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF MINER ROAD.

THE PREVIOUS NINE COURSES AND DISTANCES BEING ALONG THE CENTERLINE OF SAID NW 7TH COURT.

NOTE THE SIDELINES OF THIS DESCRIPTION WILL EXTEND OR SHORTEN, TO BE COMMON WITH THE SOUTH LINE OF SAID STANFORD PARK (PLAT) AND THE NORTH RIGHT-OF-WAY LINE OF SAID MINER ROAD.

SAID LAND LYING IN THE CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA, CONTAINING 196,108 SQUARE FEET, 4.502 ACRES, 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 _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

_____ _____

Maylee De Jesus, MMC
City Clerk

Daniel Dugger, City Manager

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared by means of ☐ physical presence or ☐ online notarization, Daniel Dugger, City Manager 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:

PLANNING & DEVELOPMENT DEPARTMENT
ENGINEERING DIVISION

STAFF REPORT

TO: Mayor Rebecca Shelton
Members of the City Commission

THRU: Amanda B. Radigan, AICP, LEED AP
Development Director

FROM: Luiza Pessoa Guazzelli, Engineer III

DATE: October 29, 2025
(City Commission Hearing: November 18, 2025, and TBD)

PROJECT: NW 7th Court Right-of-Way Vacation (ABAN-2025.03.1589)

REQUEST: Approval of partial abandonment of the NW 7th Court Right-of-Way (ABAN-2025.03.1589)

BACKGROUND

The applicant is requesting the partial abandonment (ABAN-2025.03.1589) of the NW 7th Court Right-of-Way in conjunction with the following applications: High Ridge Country Club Rezoning (REZN-2025.03.1590) a rezoning of the subject properties from R-1-AA (Single Family Residential District) to REC (Recreation), and High Ridge Country Club Future Land Use Map Amendment (FLUM-2025.03.1591) to change the future land use of the subject properties from LDR (Low Density Residential) to R (Recreational). The abandonment area is outlined below (refer to Exhibit A – Proposed Abandonment):

> The applicant is requesting to abandon the portion of the right-of-way of NW 7th Court located between Miner Road and the northern property line of the adjacent parcel owned by High Ridge Country Club (PCN 08434508000001000). This portion of the right-of-way is currently gated off and does not provide access to neighboring properties. The abandoned land will be transferred to the abutting property owner(s) as per State Statute. In this case, the vacated right-of-way is abutted by the same parcel both to the east and west, and therefore the entirety of the vacated right-of-way will be transferred to the property owner of PCN 08434508000001000. There is an existing 12-inch water main, and a 6-inch force main located within the existing right-of-way. As part of the concurrent plat application (PLAT-2025.08.5622), a 60-foot-wide utility easement will be provided within the same footprint as the right-of-way being vacated as part of this application.
>
> The subject area is approximately 196,108 square feet (4.502 acres) and 60 feet wide (Exhibit B – Legal Descriptions and Sketches).

The applicant has provided a justification statements for the abandonment request (see Exhibit D – Justification Statement).

The following is a description of the zoning districts and land uses of the properties that surround the subject abandonment request:

Adjacent Uses:

North: Right-of-way of NW 7th Court continues north of the area being abandoned. On the northwest and northeast, undeveloped parcels, classified Medium Density Residential (MEDR) future land use and zoned Planned Unit Development (PUD);

South: Right-of-way of Miner Road, then an undeveloped parcel, classified Industrial (IND) future land use and zoned Single Family Residential District (RS) within unincorporated Palm Beach County;

East: On the east, parcel currently developed with the High Ridge Country Club, classified Low Density Residential (LDR) and zoned Single Family Residential District (R1AA);

West: On the west, parcel currently developed with the High Ridge Country Club, classified Low Density Residential (LDR) and zoned Single Family Residential District (R1AA);

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/Public Works/Forestry/Utilities	No objection with conditions (see Exhibit “C” - Conditions of Approval)
Planning and Zoning	No objection.
Police	No objection with conditions (see Exhibit “C” - Conditions of Approval)
Building	No objection.
Fire	No objection.

PUBLIC UTILITY COMPANIES

Florida Power and Light	Response received. Potential clearance issues on East, West and South side of the property with existing underground/overhead lines. Future relocations and/or addition of FPL facilities subject to full engineering review once finalized electrical/site plans are provided.
AT&T	Response received. An additional easement will be needed if future facilities are needed in the area.

Florida Public Utilities	Response received. No objections.
Comcast	Response received. No objections.
City of Boynton Beach Utilities Dept	Response received. The required easement width must be 60 feet, which is the same width of the right-of-way to be abandoned.

RECOMMENDATION

Staff has determined that the requested abandonment (ABAN-2025.03.1589) would not adversely impact traffic or other City functions and would not adversely impact other adjacent property owners. Based on the above-analysis, staff has determined that the subject right-of-way segments no longer serve a public purpose other than retention of necessary utility easements and therefore recommends APPROVAL of the requests, subject to the attached conditions (see Exhibit C - Conditions of Approval). Any conditions required by the Commission will be placed in Exhibit C.



FLYNN ENGINEERING
241 COMMERCIAL BLVD., LAUDERDALE-BY-THE-SEA, FL 33308
PHONE: (954) 522-1004 | WWW.FLYNNENGINEERING.COM
EB# 6578

Sheet Title
RIGHT-OF-WAY
VACATION OVERALL EXHIBIT

Job Title
HIGH RIDGE COUNTRY CLUB
ROW VACATION
NW 7TH COURT
LANTANA, FLORIDA 33462

NORTH

Revisions

1		
2		
3		
4		
5		
6		
7		
8		

Phase:
DRC
DOCUMENTS

SEAL

Scale: 1"=60'	Date 09/02/25
Job No. 24-1833.00	Plot Date 09/02/25
Drawn by JMG	Sheet No. X1
Proj. Mgr. DRS	
Appr. by DRS	1 of 1

SKETCH & DESCRIPTION

RIGHT-OF-WAY TO BE VACATED

PORTION OF N.W. 7TH COURT
CITY OF BOYNTON BEACH

LAND DESCRIPTION:

A portion of NW 7th Court, a road right-of-way, being a portion of Section 8, Township 45 South, Range 43 East, being more particularly described as follows:

Commence at the Southeast corner of Stanford Park, a Plat as recorded at Plat Book 46, Page 67 of the Public Records of Palm Beach County, thence N86°37'52"W, along the South line of said Stanford Park, 158.93 feet to the Point of Beginning, being the centerline of a said NW 7th Court, being a 60.00 foot right-of-way, 30.00 feet on both sides of said centerline; thence S03°22'07"W along said centerline, 349.64 feet to a point of curvature, of a curve concave to the East, having a radius of 1880.00 feet and a central angle of 06°38'27", and arc distance of 217.90 feet to a point of tangency; thence S03°15'45"E, 15.11 to a point of curvature of a curve, concave to the West, having a radius of 460.00 feet and a central angle of 16°37'52"; thence Southerly an arc distance of 133.52 feet to a point of tangency; thence S13°22'07"E, 289.96 feet to a point of curvature, of a curve, concave to the East, having a radius of 300.00 feet and a central angle of 13°23'14"; thence Southerly an arc distance of 70.10 feet to a point of tangency; thence S00°01'07"E, 788.63 feet to a point of curvature, of a curve, being concave to the West, having a radius of 6728.00 feet and a central angle of 04°51'00"; thence Southerly an arc distance of 569.52 feet to a point of tangency; thence S04°49'53"W, 834.07 feet to the Point of Termination.

Said point being on the North right-of-way line of Miner Road.

The previous nine courses and distances being along the centerline of said NW 7th Court.

Note the sidelines of this description will extend or shorten, to be common with the South line of said Stanford Park (Plat) and the North right-of-way line of said Miner Road.

Said land lying in the City of Boynton Beach, Palm Beach County, Florida, containing 196,108 square feet, 4.502 acres, more or less

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as surveyed in the field under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Date: 6/20/2025

John T. Doogan, P.L.S.

Digitally signed by John T. Doogan, P.L.S.
Date: 2025.06.20 15:49:40 -04'00'

JOHN T. DOOGAN, P.L.S.
Florida Registration No. 4409
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

NOT VALID WITHOUT SHEETS 1 THROUGH 7

REVISIONS

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BOCA RATON, FLORIDA 33432
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JOB #:	13208
SCALE:	1" = 100'
DATE:	06/20/2025
BY:	M.A.J.
CHECKED:	J.T.D.
F.B. ---	PG. ---
SHEET:	1 OF 7

SKETCH & DESCRIPTION

RIGHT-OF-WAY TO BE VACATED

PORTION OF N.W. 7TH COURT
CITY OF BOYNTON BEACH

SURVEYOR'S REPORT:

1. Reproductions of this Sketch are not valid without the signature and the original seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this survey map or report by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings are based on the north right-of-way line of Miner Road having a bearing of N88°26'39"E.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: Δ = Central Angle; $\mathcal{L}$ = Centerline; F.B. = Field Book; L = Arc Length; L.B. = Licensed Business; NAVD = North American Vertical Datum; P.B. = Plat Book; P.B.C.R. = Palm Beach County Records; PG. = Page; P.L.S. = Professional Land Surveyor; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; P.O.T. = Point of Termination; R = Radius.

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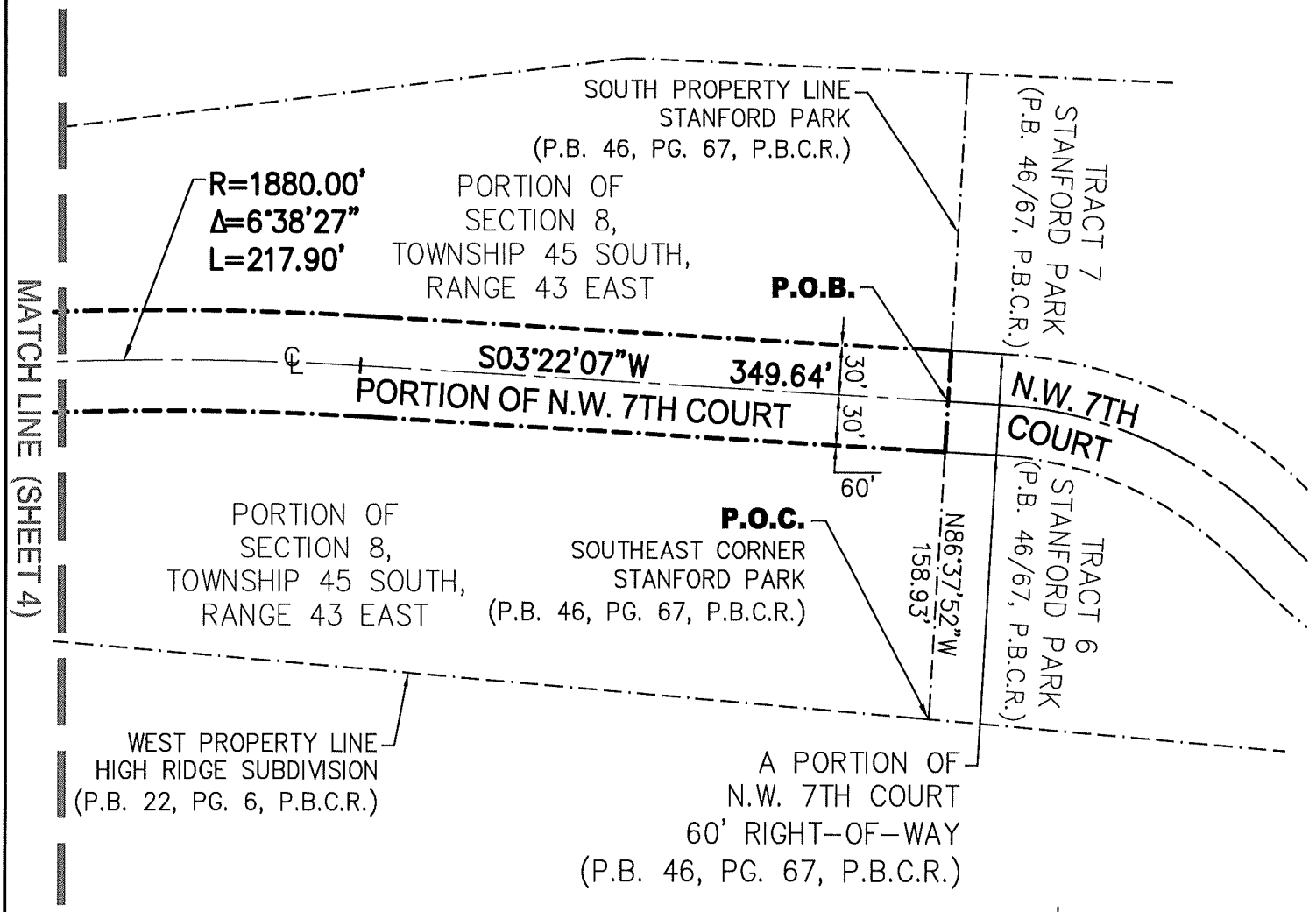
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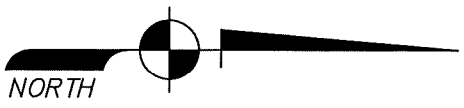
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SHEET:	2 OF 7

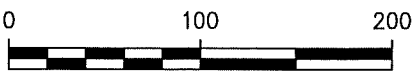
SKETCH & DESCRIPTION

RIGHT-OF-WAY TO BE VACATED

PORTION OF N.W. 7TH COURT
CITY OF BOYNTON BEACH







GRAPHIC SCALE IN FEET
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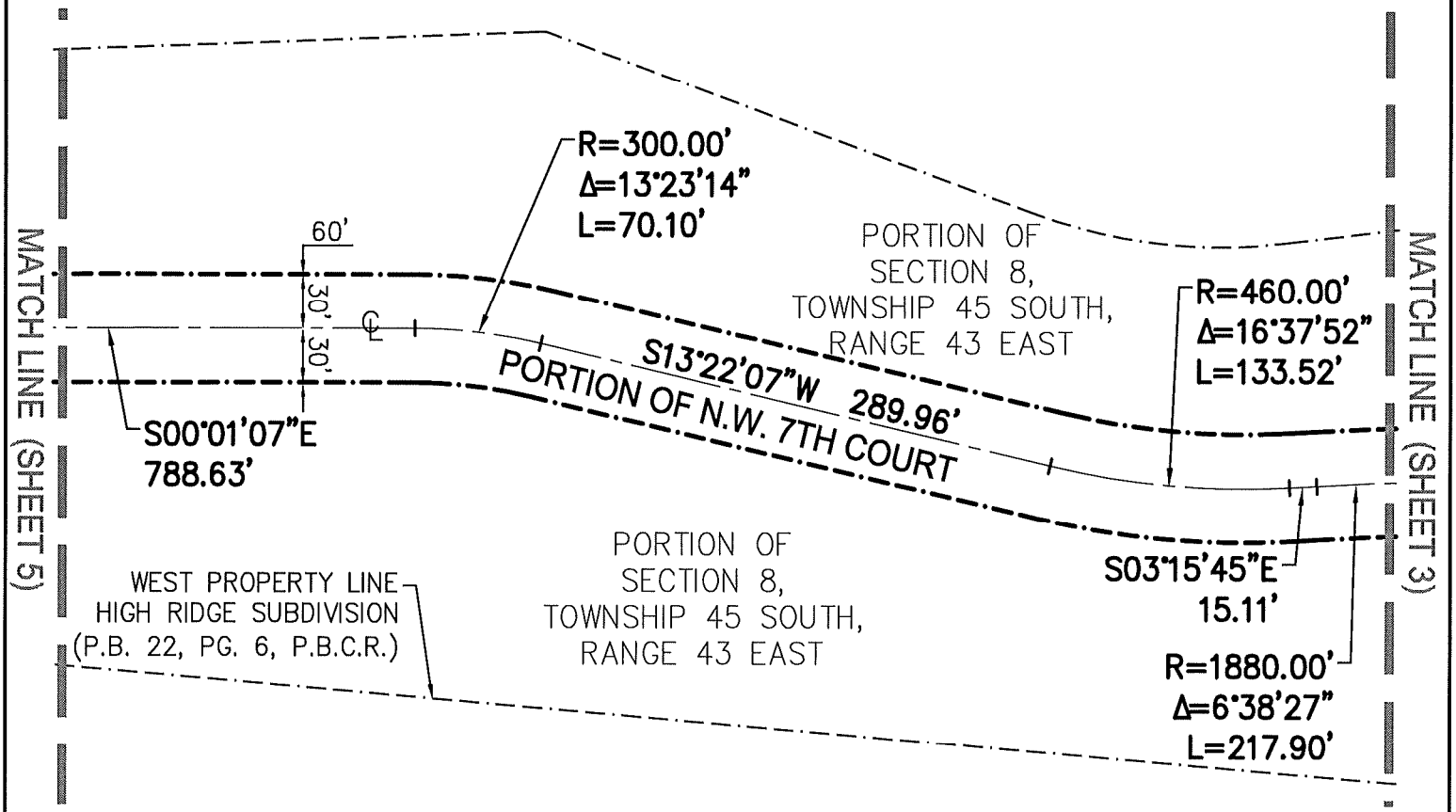
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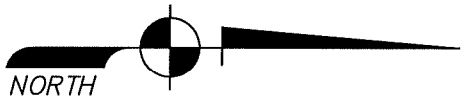
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SHEET:	3 OF 7

SKETCH & DESCRIPTION

RIGHT-OF-WAY TO BE VACATED

PORTION OF N.W. 7TH COURT
CITY OF BOYNTON BEACH





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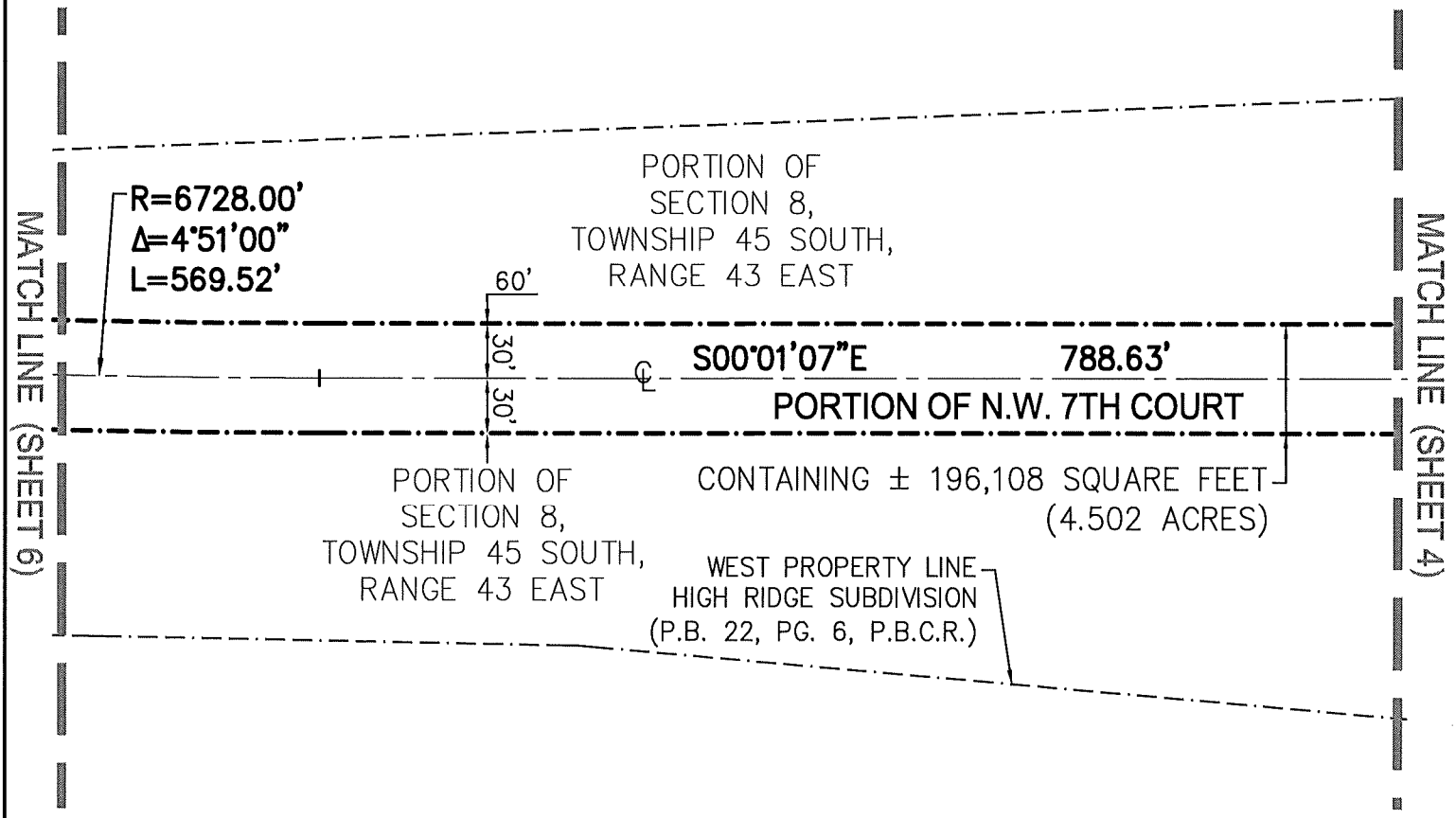
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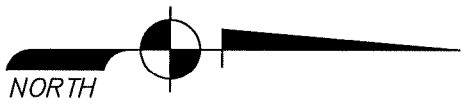
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SHEET:	4 OF 7

SKETCH & DESCRIPTION

RIGHT-OF-WAY TO BE VACATED

PORTION OF N.W. 7TH COURT
CITY OF BOYNTON BEACH





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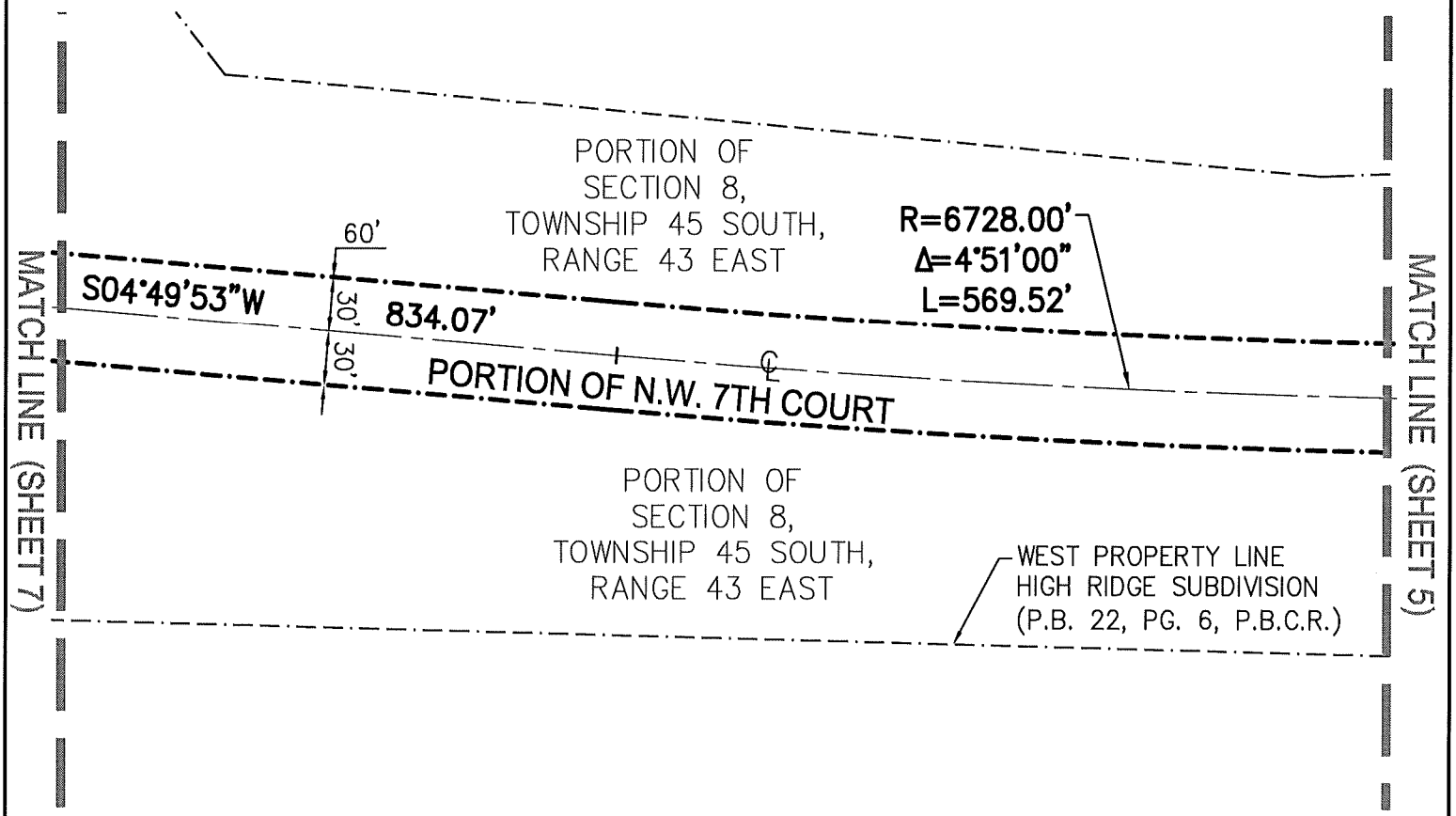
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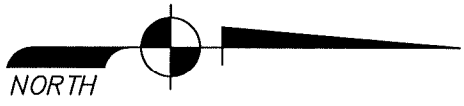
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SHEET:	5 OF 7

SKETCH & DESCRIPTION

RIGHT-OF-WAY TO BE VACATED

PORTION OF N.W. 7TH COURT
CITY OF BOYNTON BEACH





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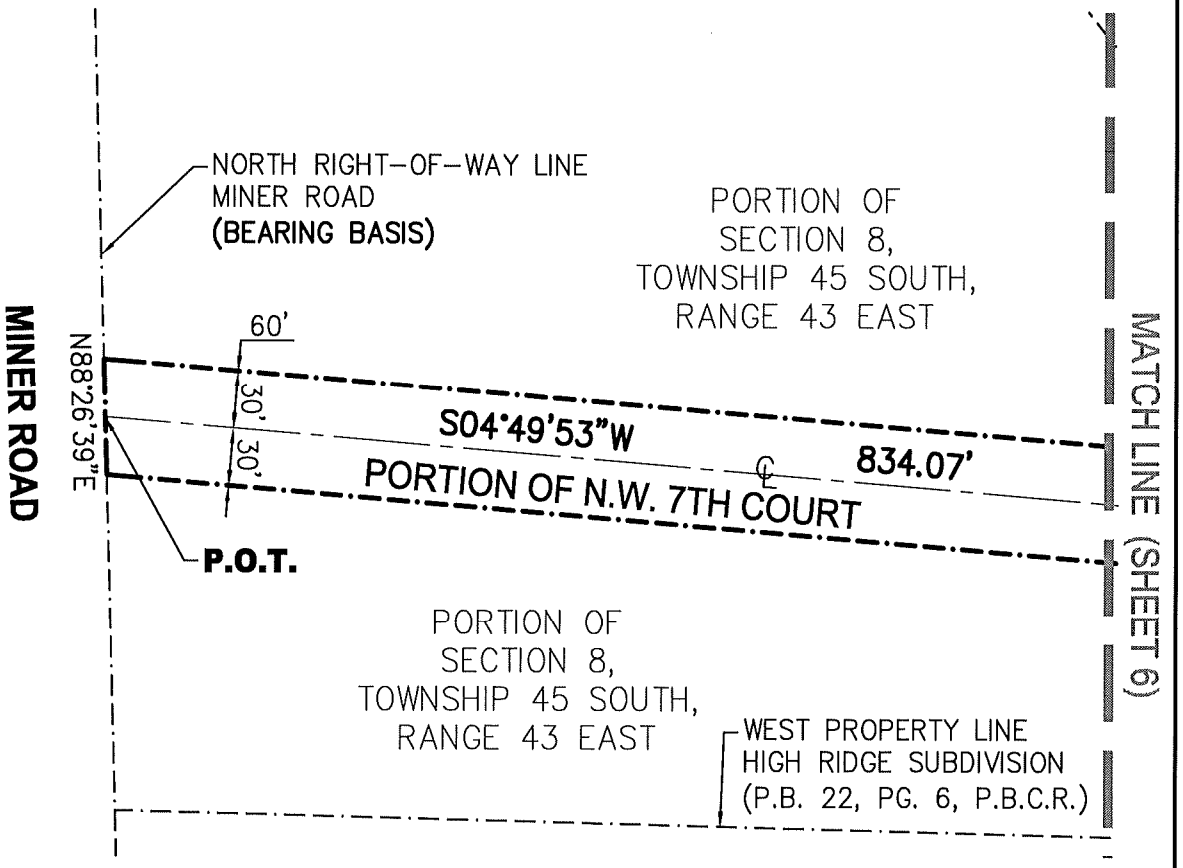
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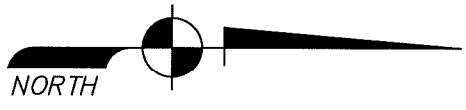
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SHEET:	6 OF 7

SKETCH & DESCRIPTION

RIGHT-OF-WAY TO BE VACATED

PORTION OF N.W. 7TH COURT
CITY OF BOYNTON BEACH





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CHECKED:	J.T.D.
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SHEET:	7 OF 7

EXHIBIT "C"

Conditions of Approval

Project Name: NW 7th Court Right-of-Way Vacation
File number: ABAN-2025.03.1589

DEPARTMENTS	INCLUDE	REJECT
ENGINEERING / PUBLIC WORKS / FORESTRY / UTILITIES		
Comments:		
1. The proposed 60' Utility Easement that will be located within the existing footprint of the right-of-way that is being abandoned shall be reflected on the plat, as required by Utilities.	X	
2. The abandonment shall be recorded upon the successful creation and recording of the new 60' Utility Easement through the platting process. This ensures that essential utilities remain protected even as the old right-of-way designation is removed.	X	
3. Applicant shall provide a cost estimate and payment for the City to install "dead-end" signage at the intersection of NW 7th Court and Newport Place. Payment to be provided prior to plat and abandonment recording.	X	
PLANNING AND ZONING		
Comments: None. All previous comments acknowledged during DART review.		
POLICE		
Comments:		
4. Maintain clear lines of sight through landscaping, fencing, and lighting.	X	
BUILDING		
Comments: None. All previous comments acknowledged during DART review.		
FIRE		
Comments: None. All previous comments acknowledged during DART review.		
CITY COMMISSION CONDITIONS		
Comments: TBD		

FLYNN ENGINEERING

241 Commercial Blvd.
Lauderdale-By-The-Sea, FL 33308

954.522.1004
www.flynnengineering.com

September 3, 2025

Re: **HIGH RIDGE COUNTRY CLUB (NW 7TH COURT RIGHT OF WAY VACATION)**
(Case #2025.03.1589)

Review Criteria. The vacation and abandonment of a right-of-way, special purpose easement, or other non-fee interest of the city shall be based on a demonstration that the above interest no longer serves a public purpose and there is no encumbrance which would prohibit the clear transfer of ownership of such land. The following review criteria shall be used to justify an application:

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?

The existing right-of-way is not accessible to the public as a vehicular gate is located along the northern property line. The vacation of this right-of-way will not cause any impact to the surrounding neighborhoods or emergency services as the existing right-of-way runs through private property. The Applicant is providing a 60' utility easement in place of the entirety if the vacationed right-of-way.

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?

The site's water utilities will remain as existing. The Applicant has requested utility notification letters from BellSouth Telephone/AT&T, City of Boynton Beach Utilities Department, Comcast, Florida Public Utilities, and FPL to determine if there are any existing utilities in the area. Each utility company has been notified with this request that the existing right-of-way to be vacated will be replaced with a 60' utility easement for the entirety of the right-of-way to be vacated. The Applicant has received responses with no objection of the right-of-way vacation from BellSouth Telephone/AT&T, Boynton Beach Utilities Department and Comcast. Boynton Beach Utilities Department has required within their letter "The required easement width must be 60 feet, which is the same as the width of the right-of-way to be abandoned." As indicated above, this requirement will be met. The Applicant has not received notification back from Florida Public Utilities and FPL.

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 a stoppage, interruption, or unacceptable level of service?

The Site's existing right-of-way is undeveloped and after the vacation, the right-of-way will be added to the overall drainage plans for High Ridge Country Club.

Conservation. Does the subject land contain, support, or allow the means for the conservation or preservation of flora or fauna?

The area to be vacated falls within the Environmentally Sensitive Land 'A' rated area but is covered by a utility easement which would preclude any additional landscaping.

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:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE ABANDONMENT OF A PORTION OF THE 60' WIDE NW 7TH COURT RIGHT-OF-WAY, COMMENCING AT THE SOUTH LINE OF THE STANFORD PARK PLAT AND TERMINATING AT THE NORTH RIGHT-OF-WAY LINE OF MINER ROAD; 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; AND FOR ALL OTHER PURPOSES.

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;
☐ 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:

[1] See Section 166.041(4)(c), Florida Statutes.

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):

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/18/2025

Discussion and Update- Eco Park Project Timeline and Grant Status.

Requested Action: Receive the Eco Park project update and provide direction to staff regarding the grant provider's response requiring the city to maintain the revised project scope to keep grant funding.

Explanation of Request:

The Eco Park Project started with a budget of $870,000 inclusive of $364,250 in grant funding. When construction bids came in during 2023, they were all significantly over budget, leading to attempts to redesign the project to get it within budget and keep our grant funding.

The project has faced several challenges including bid withdrawals and budget shortfalls. The grant provider has now informed the city that reducing the revised project scope further is not acceptable. The city must maintain the revised amenities to keep the grant, which will require significant additional funding.

Key project timeline actions include:

1. Initial Design Phase: Original project design exceeded budget. Consultants scaled back the plans to fit within $870,000.
2. Bid Process:
    - Fall 2023: Received three construction bids ranging from $1.3 to $1.7 million
    - Lowest bid exceeded budget by over $560,000
    - Staff searched for additional funding to cover the shortfall
3. Contractor Engagement:
    - December 2023 - January 2024: After meetings with city staff, the lowest bidder withdrew their bid, saying they couldn't complete the work at that price
4. Grantor Coordination:
    - June 2024: City updated grant provider about the budget problems
    - Grant provider gave two options: scale back the project or withdraw the grant
5. Commission Direction:
    - August 2024: Commission directed staff to reduce the project scope and keep the grant
6. Grantor Review:
    - November 2024: Submitted scaled-back plans to grant provider

- August 2025: Grant provider requested additional information about the reduced project, including budget updates and explanations for removed features
- October 2025, the grant expired while waiting for response from the grantor.
- November 2025: Grant provider responded that the additional scope reduction is not acceptable—original amenities (trails, pavilions, and ADA sidewalk) must be included to maintain grant requirements.

The grant provider has determined that we cannot reduce the project scope and maintain the grant. To keep the grant funding, we must include all revised approved amenities, which will require approximately $560,000 in additional funding beyond the current $870,000 budget.

The Commission must decide whether to:

- Proceed with the full project and identify additional funding sources
- Withdraw from the grant program and defer or cancel the project

How will this affect city programs or services? Maintaining the grant and completing the full project will require identifying additional funding, which may impact other capital projects or require budget amendments.

Budgeted Item: Yes

Account Line Item and Description: Yes (current allocation of $870,000 is insufficient to complete the project)

Fiscal Impact:

At the time the project was bid the project required approximately $1.43 million based on lowest bid received. With the current budget of $870,000, an additional $560,000 must be identified.

Options include

- Reallocating funds from other CIP projects
- Budget amendment using reserves
- Withdrawing from the grant and forfeiting the committed grant funds

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City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/18/2025

Strategic Plan Presentation and Update

Requested Action: Requested by Vice Mayor Hay.

Explanation of Request:

The Economic Development Division will provide an update on the City's *Strategic Plan 2024–2039*, outlining progress to date and next steps in implementing the City's long-term vision. The presentation will highlight:

- **Current Status of Projects:** An overview of the projects initiated under each of the four strategic goals and their current stage of implementation.
- **Updated Strategic Initiatives:** How new and refined initiatives were identified through collaboration with City departments to ensure alignment with operational priorities and community needs.
- **Key Projects and Achievements:** Examples of completed, ongoing, and planned initiatives that support a **Financially Sound City Government Providing Exceptional Services**, a **Sound Local Economy**, **A Great Place to Live**, and **A Safe, Clean, and Attractive Community**.
- **Next Steps:** Review of the process for continued interdepartmental coordination and reporting as the City advances toward its 2029 milestones.

This update reflects a comprehensive, data-driven approach to monitoring progress and ensuring accountability across all departments, in support of the City's long-term strategic vision through 2029.

Fiscal Impact: N/A

Attachments:
Boynton Beach Strategic Plan Policy Actions and Projects.pdf

STRATEGIC PLAN 2039

Goal 1: Financially Sound City Government Providing Exceptional Services

	Objectives & Policy Actions	Priority	Projects	Status	Notes
1.1	**Provide a high level of City core services responsive to the needs of the entire Boynton Beach community**				
1.1.1	*Core City Services: Comprehensive Inventory of All Services, Services Prioritization, Service Level Definition and Integration into Budget FY 25*	*High Priority*			
			City Internship Program Development: Ongoing	In-progress	
			City Organization Restructure: Update Reports	In progress	
			City Proactive Communication Strategy/Action Plan: Goals/Outcomes, Best Practices, Report with Options, Direction and Funding	Not Started	Not Prioritized
			City Standardization Brand/Marketing Policy and Guidebook Development: Completion	Completion	
			Employment Engagement Program Planning: Completion	Completion	
			Marketing Policies – Logo Use, I-95 Billboard, Video/Photos, Water Tower, Utility Inserts & Copy	Not Started	
			Online Photo & Video Files: Ongoing	In-progress	
			Updated List of Current/Contacts of Neighborhood Associations: Ongoing	In-progress	
			Sale of Cemetery Lots: Update Sale Policy and Enforcement	In progress	
			Web-Based Cemetery Information Management System Plotbox Implementation: Completion	Completion	
1.1.2	*Community-Wide Survey Feedback Strategy/Action Plan: Goals, Best Practices, Report with Options, Direction and City Actions*				
1.1.3	*City Organization Restructure: Update Reports*	Top Priority			
1.2	**Build and maintain quality City infrastructure, facilities and equipment**				
1.2.1	*Comprehensive City Infrastructure Improvement Plan Upgrade: Condition Assessment, Plan Development, Funding Mechanisms and Direction*	*Top Priority*			
			EOC Renovation	In-progress	
			Fire Station #5 – Generator & Fuel Tank Replacement	In-progress	
			Fire Station 3 Design	In progress	
			Hester Center Phase One	Completion	
			New Fire Station Recall System: Funding, Order and Implementation	In progress	Construction
			Old Fire Station 2 Logistics and Public Safety Fleet Facility	Not Started	Pending Station 3
			Resiliency Action Plan: Implementation: Update Report, Direction and City Actions	Not Started	
			AssetWorks Work Order System – Capital Projects: Completion	Completion	
			City Assets Maintenance Improvement	In-progress	
			Cybersecurity Project for the Utility: Completion	Completion	
			East Water Treatment Plant Upgrade Projects	In progress	
			Generator Replacement; Structural Repairs; VFD Replacement	In progress	
			GIS Upgrades: Completion	Completion	
			Lake Shore Haven Canal Culvert Repair Project: Completion and Funding	In progress	Study in Progres
			Lakeside Gardens Stormwater Drainage and Water Main Improvements Project: Construction	Completion	
			Lead and Copper Rule: Inventory Completion	Completion	
			Lift Station 410 and 414 Connection to Force Main Project	Completion	
			Master Lift Station 317 Major Rehabilitation Upgrades Project	In progress	
			Sand Castle Neighborhood Improvements (Utilities and Public Works) Projects	In progress	
			Water Master Plan and Feasibility Study: Completion	Completion	
			Water Meter Replacement Project	In-progress	Not Prioritized
			Water Quality Facility Remodel	In progress	
			West Water Treatment Plant Membranes and Train Replacement and Electrical & SCADA Upgrades	In progress	
1.2.2	*Road Resurfacing Program Expansion: Goal - "C" Rated by 2030: Policy Goal, Direction and Funding*	*High Priority*			
			AssetWorks Work Order System: Parks Maintenance and Streets Maintenance	Completion	
			SE 1st Street – Construction Roadway Improvement Projects	In progress	
			SE 36th Ave (Gulfstream Blvd) Road Rehabilitation Project	In progress	
			Street Paving (Non-ARPA) Projects	Completion	
1.2.3	*Fire Equipment Upgrades: Direction and Funding*	*High Priority*			
			Fire Equipment Upgrades: Direction and Funding Budget FY 25-26 for Self-Contained Breathing Apparatus Replacement ($1milion)	Completion	

	1.2.4	*Handheld Radio Replacement ($800,000): Funding Budget FY 24-25*	*High Priority*			
	1.3	**Focus on and fund City core services and responsibilities**				
	1.3.1	*Core City Services: Comprehensive Inventory of All Services, Services Prioritization, Service Level Definition and Integration into Budget FY 25*	*High Priority*			
				CARES Program – Reserve Firefighter Program Integration: Ongoing	In-progress	
				Heart of Boynton Stormwater Improvement Projects: Completion (HazMat Mitigation Grant)	In progress	
				Town of Hypoluxo Septic to Sewer Grant Project	Completion	
	1.3.2	*Fire Rescue Service Contracts: Contract with City of Gulf, Call Volume, Cost of Service, Cost Recovery Options, Report with Recommendations, Direction and Contracts Approval*	*Top Priority*			
	1.4	**Deliver City services in an efficient, cost-effective manner**				
	1.4.1	*Independent City Auditor: Concept Definition, Best Practices, Report with Options, Direction and Implementation Options, Draft Charter Amendment, Direction and City Actions*	*Top Priority*			
	1.4.2	*City Financial Policies: Review and Refinement*				
				Administrative Policy Update: Completion	Completion	
				AP Automation – Electronic Payment Processing and Purchase Order Automation: Completion	Completion	
				Budget Reduction Plan: Goals, Report with Options and Direction	Not Started	Abandoned, integrated into budget process
				Citywide Asset Valuation: Completion	Completion	
				Citywide Records Management Training: Completion	Completion	
				Community Rating System Maintenance: Ongoing	In-progress	
				Customer Journey Mapping: Completion	Completion	
				Expired Rental License/COU Inspection Initiative: Implementation (City Clerk): Ongoing	In-progress	
				IAS Accreditation for the Building and Community Standards Divisions: Completion	Completion	
				Internal Controls Review: Ongoing	In-progress	
				Procedures on Minor Accidents with Minimal Damage Review: Ongoing	In-progress	
				Workday Citywide ERP (Enterprise Resource Planning)	In-progress	
	1.5	**Leverage City resources through increases in grants and community partnerships**				
	1.6	**Build strong financial reserves consistent with City policies and national standards**				
	1.6.1	*Multi-Year Financial Plan Development: Plan Framework, Projections - Revenues and Expenditures, Presentation, and Adoption*				
	1.6.2	*"Rainy Day" Fund Creation: Goals, Best Practices, Report with Options, Direction and Implementation Action*				
	1.6.3	*Procurement Policy and Process Refinement Review Current, Best Practices, Draft Refinements and Adoption*	*Top Priority*			
				Review Current, Best Practices, Draft Refinements and Adoption	Not Started	
				Revitalize the Procurement Division to elevate service excellence, fostering efficiency, transparency, and strategic value that strengthen City operations and enrich the quality of life for residents.	In-progress	
	1.7	**Increase and diversify City revenues to support the defined services and service level, and major infrastructure projects**				
	1.7.1	New/Expanded Revenue Source: Legal Framework, Best Practices, Report with Options, Direction and Implementation				
Goal 2: Strong Local Economy						
		Objectives & Policy Actions	**Priority**	**Projects**	**Status**	**Notes**
	2.1	**Redevelop the Congress District consistent with vision and master plans**				
	2.1.1	*Congress District Redevelopment Plan/Overlay: Vision, Plan Development, Overlay Establishment, Direction and City*	*High Priority*			
	2.1.2	*Comprehensive Plan: Review, Update and Adoption*	*Top Priority*			
				Land Development Regulations Review and Revision: Ongoing	In-progress	
				Medical Overlay: Establishment	Not Started	In Economic Development Plan
				Seacrest Overlay: Establishment	Not Started	In Economic Development Plan
				Station Area District Plan: Establishment	Not Started	In Economic Development Plan
				Woolbright Corridor Plan: Establishment	Not Started	In Economic Development Plan
				College/University Development: Goals/Outcomes, Direction and City Actions	Not Started	
	2.1.3	Strategic Land Acquisition: Identify Parcel, Direction and Funding				

				Mall Redevelopment Plan: Vision, Working with Property Owners, Master Plan Development, City Role/Developer Role, Direction and City Actions	In-progress	
				Strategic Annexations: Analysis of Impacts, Report with Options, Direction and Implementation	In-progress	
2.2	**Develop Downtown/Cultural District through completion of five major development projects**					
2.2.1	*Downtown Parking Master Plan: Goals/Outcomes, Plan Development, Direction, City Role, and Funding Mechanism*	*Top Priority*				
2.2.2	*Downtown Projects (5): Developer-Driven Permitting and Construction:* *a. Town Square* *b. Broadstone* *c. Village at east Ocean* *d. The Pierce* *e. One Ocean*	*Top Priority*				
				2016 CRA Plan: Evaluation and Update (including Boundary Modifications)	In Progress	
				Arts/Cultural Center Auditorium Project	In-progress	
				Downtown Policing Zone, Downtown Policing Unit, and Downtown Policing Initiatives Implementation: Completion	Completion	
				Downtown Stormwater Modeling Evaluation for Downtown Watershed and Heart of Boynton: Completion	Completion	
				Hi-Rise Fire Requirements Ordinance: Revision and Adoption, in-progress	In-progress	
				TIF Policy: Review and Refinement	Not Started	LOI Policy Adopted
2.3	**Have more job opportunities for our Boynton Beach residents**					
2.3.1	*Build Your Own Business - One-Stop Shop: Goals/Desired Outcomes, Process Review, Best Practices, Report with Options, Direction and Implementation*	*High Priority*				
				Business Engagement and Outreach: Ongoing	In-progress	In Economic Development Plan
				Business Grants Program: Goals/Outcomes, Best Practices, Report with Options and Funding Mechanism and Direction	In-progress	In Economic Development Plan
				Business Liaison Program Development: Best Practices, Report with Options, Direction and City Actions	In-progress	In Economic Development Plan
				Business Tax Incentive Policy/Program: Options and Direction	Not Started	In Economic Development Plan
				Citywide Economic Development Policy/ Action Plan: Development and Adoption (including City Economic Incentives)	Completion	In Economic Development Plan
				Economic Development Marketing Strategy: Ongoing	In-progress	In Economic Development Plan
				Minority Businesses Enterprise Program: Development	Not Started	In Economic Development Plan
				New Economic Incentive Programs: Report with Options, Direction and Funding	Not Started	In Economic Development Plan
				Small Business Grant Program : Ongoing	In-progress	In Economic Development Plan
				Workforce Development Initiative: Goals, City Role, Report with Options, Direction and City Actions	In-progress	In Economic Development Plan
				Office Space Development: Goals/Outcomes, Plan Development, City Role, Direction and City Actions	In-progress	In Economic Development Plan
2.3.2	*Grocery Store Attraction Strategy: Goal, Direction and City Actions*	*Top Priority*				
2.4	**Have a major university/college/trade school presence in Boynton Beach**					
2.5	**Expand experienced-based entertainment businesses - restaurants, bars, live performances, etc.**					
2.5.1	*Boutique Hotel Strategy: Problem Analysis, Report with Options, Direction and Development Agreement*	*Top Priority*				
2.5.2	*Indoor Entertainment Regulations: Review and Update*	*High Priority*				
2.6	**Develop modem office spaces options - office suites, co- work spaces, Class "A", internet cafes, etc.**					
2.7	**Develop a vibrant Marina District**					
2.7.1	*Waterfront Master Plan Development: Vision, Plan Development, Direction and Adoption*	*High Priority*				
2.7.2	*Marina Development: Goals/Outcomes, Property Identification - Private and Public, Location Determination, Concept Design, Plan Development and Funding Mechanism*	*High Priority*				
				Beach Pier: Feasibility Study: Completion, Direction and Funding Mechanism	Not Started	
				Inflow and Infiltration Condition Assessment: Completion	Completion	
				Private Marina Development: Direction and City Actions	Not Started	
2.7.3	*King Tide Action Plan" Outcomes, Best Practices, Direction and City Actions (including Sea Wall)*					

Goal 3: A Great Place to Live						
		Objectives & Policy Actions	**Priority**	**Projects**	**Status**	**Notes**
	3.1	**Have greater ease in mobility within Boynton Beach including East-West connectivity through expand mobility options**				
	3.1.1	*Comprehensive Mobility Plan: Goals/ Outcomes, Plan Development, Direction and City Actions, including walking, biking, golf carts, scooters, e-bikes and other mobility options*				
				Comprehensive Traffic Management Study/Plan: Assessment, Report with Options and Projects, Direction and Funding Mechanism	Not Started	
	3.2	**Upgrade parks, park venues and sports fields**				
	3.2.1	*Eco Park Enhancement Project: Upgrade Needs, Invasive Plan Removal, Trail Development, Report with Options, Costs and Funding, Direction and Implementation*	*High Priority*			
				Eco Park Development: Award and Construction	Not Started	
	3.2.2	*Cemetery Expansion: Goal-More Grave Sites, Property Identification, Funding Mechanism and Direction*				
	3.2.3	*Cemetery Long-Term Plan Development: Goals Vision, City Role, Best Practices, Report with Options, Direction and Funding Mechanism*				
	3.2.4	*Parks Bond Program: Project Identification, Report with Options, Staff Capacity, Public Input and Timing, Direction and City Actions*				
	3.2.5	*Park/Playground Equipment Inventory and Replacement Schedule: Development and Funding Mechanism*	*Top Priority*			
				Additional Playground for All Abilities: Direction and Funding	Not Started	
				Arts and Cultural Center/Library Outside Building Signage	Completion	
				Arts/Cultural Center Auditorium Project	In progress	
				Ezell Hester Sports Complex Facility Project:	Completion	Phase I done
				Golf Course Maintenance Equipment Replacement: Completion	Completion	
				Golf: Invasive Trees Removal: Completion (State Mandate)	Completion	
				Little League Park Privacy Wall Project	Not Started	In Design
				Little League Park Renovations Project Phase 2	Completion	
				Park Maintenance Enhancement: Service Level Definition, Staffing Needs, Report with Options and Funding, Direction and Implementation	In progress	
				Park Ranger Informational Program: Completion	Completion	
				Pickleball Court Expansion: Community Need, Locations, Report with Options, Direction and Funding	Completion	
				Water Pump for Golf Course Irrigation Repairs: Completions	Completion	
				Wi-Fi Added to Parks: Completion	Completion	
				Woman's Club Building Major Upgrade Projects:	In progress	
	3.2.6	*Artificial Coral Reef Project: Grant Funding and Completion*	*High Priority*			
	3.2.7	*Senior Center Upgrade: Needs Assessment, Report with Options, Costs and Funding, Direction and Implementation*				
				"Helping Seniors" Program: Creation	Not Started	
	3.2.8	*Stormwater Management and Flooding Reduction Plan: Goals, Plan Development, Project, Funding Mechanism and Direction*				
	3.3	**Work with Palm Beach School District to improve the quality of schools and educational programs - goal: "A" rated schools**				
	3.4	**Develop a new park/major recreation center in west Boynton Beach**				
	3.4.1	*Additional Outdoor Venues for Events and Festivals: Community Needs, Location Options Identification, Report with Options and Funding Mechanism, Direction and Implementation*				
	3.4.2	*City Marques Additional/Larger: Goals, Additional Locations, Marque Design, Report with Options, Costs and Funding, Direction and Implementation*				
	3.5	**Develop new quality housing options - single family homes, condos, town homes, apartments**				
	3.5.1	City Branding/Marketing Program - Showcasing Boynton Beach: Best Practices, Report with Options, Direction and Funding Mechanism				
				PAL Program Expansion: Next Steps	Not Started	
				Boynton Beach Prominent Citizens Recognition and Contributions: Goals/Outcomes, Best Practices, Report with Options, Direction and Program Initiation (OTH)	Not Started	
				Homeless Strategy/Action Plan: Goals/Outcomes, Best Practices, Report with Options, Direction, City Role/Partners and City Actions	Not Started	
				Boynton Beach Identity and Brand: Definition and Marketing Plan	In Progress	

	3.6	**Becoming a walkable and bike-friendly community**				
	3.6.1	Speed Limits with Palm Beach County: Review, Report and Direction				
				Federal Highway Bike Lanes: Goal – Bike- Friendly Community, Direction and City Actions (with FDOT)	Not Started	
				Street and Streetscape Maintenance Enhancement – South of MLK: Outcomes, Report with Options, Costs and Funding, Direction and Implementation (New)	In progress	
				Traffic Calming Policy/Projects	Completion	
Goal 4: A Safe, Clean and Attractive Community						
		Objectives & Policy Actions	**Priority**	**Projects**	**Status**	**Notes**
	4.1	**Have residents feeling safe - any place within Boynton Beach**				
	4.1.1	*Comprehensive Street Light Policy and Requirements: Goal - Better Lighting, Policy and Requirements Review, Report with Options, Costs and Funding, Direction and Implementation Plan*	*High Priority*			
				Street Lights Replacement Program	In progress	
				U.S. 1 Lighting Plan: Report with Options, Direction, Funding and City Actions	Not Started	
	4.1.2	*New and Emerging Sports Venues and Programs: Community Needs, Best Practices, Community Needs Assessment, Report with Options, Costs and Funding, Direction and implementation Steps*				
	4.1.3	*"Re-Imagining Policing" Project: Development and Implementation (with Robust Training Programs and Incorporating Community Policing Concepts)*	*Top Priority*			
				CIT Trained and Certified: Completion	Completion	
				ISO Rating Review: Ongoing	In progress	
				Neighborhood/HOA Accountability Plan: Direction and City Actions (related to public safety issues/concerns)	Not Started	
				Public Safety Dock Project at Oyer Park	In progress	
				Radio Tower Replacement	In progress	
	4.1.4	Art Projects in 2023-24: Plan Development and Completion	High Priority			
	4.2	**Have welcoming and distinctive entrances to Boynton Beach - "positive first impression"**				
	4.2.1	*Entrances Signs Plan: Goals/Outcomes, Design, Locations, Direction and Funding Mechanism*	*High Priority*			
	4.3	**Have a low crime rate**				
	4.3.1	*Crime Reduction Action Plan: Targeted Goal Definition, Problem Analysis/Root Causes, Report with Options and Action Plan with Steps*	*Top Priority*			
				Community Cameras: Ongoing	In progress	
				Crime Prevention Through Environmental Design [CPTED] for Boynton Beach: Goals Definition, Best Practices, Report with Options, Costs and Funding, Direction and Implementation Steps	Completion	
				School Zone Cameras Implementation: Update Report and Next Steps	In progress	
	4.3.2	*Real Time Crime Center Activation: Staffing, Funding and Implementation*	*High Priority*			
	4.3.3	*Juvenile Crime Reduction Program: Goals/Outcomes, Best Practices, Direction and City Actions*				
	4.4	**Have a clean community- no trash, litter or garbage**				
	4.5	**Have attractive medians, streetscapes and landscaping both public and private**				
	4.5.1	*Major Corridor Beautification Plan: Goals/Outcomes, Report with Options, Direction and City Actions*	*High Priority*			
	4.5.2	*City Mural Policy and Programs: Goals Definition, Best Practices, City Role, Report with Options, Direction and Implementation Steps*				
	4.5.3	*Beautification Division Creation: Direction, Funding, Mission Definition and Work Program for 1st Year*	*Top Priority*			
				Art Projects in 2023-24: Plan Development and Completion		Abandoned
				Community Planting Program: Ongoing	In progress	
				Holiday Light Electrical Outlets: Outcomes, Options, Direction, Funding and Installation	Not Started	
				Neighborhood Beautification Project: Goals/Outcomes, Best Practices, Report with Options, Direction and Funding	In progress	
				Power Pole Color – Teal: Goals, City Role, Direction and City Next Steps	Not Started	
				Undergrounding Utilities: Goals Definition, Plan with Costs Development, Funding Mechanism and Direction	Not Started	
	4.5.4	*Comprehensive City Beautification Plan Development: Goals/Outcomes, Best Practices, Report with Options - Projects/Programs, Costs and Funding, Direction and Implementation Steps*	*Top Priority*			

				Bus Stops with Trash Cans: Goal, Report with Options, Direction, Funding and Implementation	Not Started	
				Clean Sidewalk Program: Ongoing	In progress	
				Community Cleanup Program: Ongoing	In progress	
				Lien Amnesty Program: Development	Not Started	

ORDINANCE NO. 25-016

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, REPEALING AND REPLACING CHAPTER 15 "OFFENSES-MISCELLANEOUS," ARTICLE I "IN GENERAL," SECTIONS 15-8 THROUGH 15-8.7 WITH UPDATED REGULATIONS REGARDING NOISE CONTROL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Part II "Code of Ordinances," Chapter 15 "Offenses-Miscellaneous," Article I "In General," Sections 15-8 through 15-8.7 of the City's Code of Ordinances currently regulate noise and sound emissions within the City; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, deems it to be in the best interest of the citizens and residents of the City to update its regulations regarding noise and sound emissions to include construction noise regulations near residential zones; and

WHEREAS, the City Commission desires to repeal and replace the existing Sections 15-8 through 15-8.7 with updated and more comprehensive regulations; and

WHEREAS, the City Commission finds the amendment of Chapter 15 "Offenses-Miscellaneous," Article I "In General," Sections 15-8 through 15-8.7 of the City's Code of Ordinances is in the best interest of the citizens and residents of the City of Boynton Beach.

NOW, THEREFORE, BE IT ORDAINED 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 incorporated herein and made a part hereof.

Section 2. That Chapter 15 "Offenses-Miscellaneous," Article I "In General," Sections 15-8 through 15-8.7 of the City's Code of Ordinances is hereby repealed in its entirety and replaced with the following language:

Sec. 15-8. Purpose and scope.

It is the purpose of sections 15-8 through 15-8.7 to prevent, prohibit, and provide for the abatement of excessive and unnecessary noise which may injure the health or welfare or degrade the quality of life of the visitors, 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.

Sec. 15-8.1. Definitions.

All terminology used in this section shall be as defined herein or, if not defined, given plain meaning by reference to a standard 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):

Adjacent. Any receiving property separated by a street, alley, canal, and/or easement that is touched by a line drawn perpendicular from any portion of the property generating the sound.

Construction. Any site preparation, assembly, erection, substantial repair, demolition, alteration, or similar action, for or on public or private right-of-way, structures, utilities, or similar property, excluding well pointing.

Emergency work. Any work necessary to restore property to a safe condition following a natural disaster or emergency event, work to restore public utilities, or work required to protect person or property from an imminent exposure to danger.

Enforcement officer. Those employees or other agents of the City, designated by ordinance, or duly authorized and appointed by the City Manager, whose duty is to enforce City Codes. This definition shall include, but not be limited to, law enforcement police officers and code enforcement officers.

Legal holidays. Those recognized by the City include New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day, or any other legally recognized federal holiday.

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 the public, courthouses, churches, synagogues, mosques, hospitals, and nursing homes.

Plainly audible. A sound capable of being heard by a human being without the assistance of a mechanical or electronic listening or amplifying device.

Property line. An imaginary line along the surface and its vertical plane extension that 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.

Quiet hours. The time periods during which enhanced noise restrictions apply:

- Weekdays (Sunday night through Thursday night): 10:00 p.m. to 7:00 a.m.; and
- Weekends (Friday night and Saturday night): 11:00 p.m. to 8:00 a.m.

Receiving property. The land receiving noise or sound as designated by the City zoning map (and for recently incorporated areas, the effective zoning category).

Residence. Any occupied room or rooms connected together containing sleeping facilities, including single and multiple-family homes, townhomes, apartments, condominium units, and hotel and motel rooms.

Sound disturbance. Any sound or noise which is:

(1) Plainly audible beyond a distance of twenty-five (25) feet 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 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 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 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 the purpose of enforcement, it is not necessary to identify the property line as would be depicted on a survey; instead, an approximation of the property line may be used, taking into consideration physical landmarks such as fences, landscaping, setbacks, driveways, or ground treatment.

Sec. 15-8.2. Enforcement.

If a complaint is received for violations of this article, an enforcement officer shall investigate to determine if a violation exists. If the enforcement officer observes a violation of this article, the enforcement officer shall inform the violator that they must immediately cease the violation and will be subject to additional penalties if the violation continues, and issue a notice of violation to the violator as provided in this Code.

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 contacted the property owner, occupant,

or operator 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 fifteen (15) minutes following initial abatement, or occurs again within seven (7) days, a citation or notice to appear may issue without additional request for abatement.

Sec. 15-8.3. Unreasonably loud noise prohibited.

(a) **General prohibition.** Unreasonably loud noise disturbances are prohibited. No person shall unnecessarily make, continue, or cause to be made or continued any sound or noise disturbances.

(b) **Specific prohibitions.** It shall be unlawful for any person to make, continue, or cause to be made or continued any unreasonably loud, excessive, unnecessary, or unusual noise. The following acts, among others, are declared to be unreasonably loud, excessive, unnecessary, or unusual noises in violation of this section, but this enumeration shall not be deemed to be exclusive:

(1) **Sound reproduction devices.** 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 during quiet hours.

(2) **Loudspeakers.** Using or operating for any purpose other than those activities specifically exempted in section 15-8.4 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 any person's intrusion upon the premises.

(5) **Loading or unloading.** Loading, unloading, opening, closing, or other handling of boxes, crates, containers, building materials, garbage cans, or similar objects during quiet hours 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 except during the times specified in section 15-8.5, or at any time during Sundays or legal holidays, except as provided for emergency work or with an approved Noise Mitigation Waiver.

(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 their component parts, or any other similar stationary mechanical devices and their component parts, except as otherwise exempted in section 15-8.4.

(8) **Motorboats.** Operating or causing the operation of a motorboat in such a manner as to cause a noise or sound disturbance.

(9) **Human vocal sounds.** Yelling, shouting, hooting, whistling, singing, and other vocal sounds in excess of a normal conversational level during quiet hours, 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, 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) **Vehicle noise.** Operating any automobile, motorcycle, or other motor vehicle that produces excessive noise plainly audible from twenty-five (25) feet or more due to:

a. Defective or modified exhaust systems, mufflers, or engine components;

b. Worn or damaged mechanical parts causing grinding, rattling, or squealing sounds;

c. Overloading that causes abnormal engine strain or mechanical noise; or

d. Any other mechanical condition or modification that creates unreasonably loud noise during normal operation.

(11) **Model vehicles.** Operating or permitting the operation of powered model vehicles, either airborne, waterborne, or land borne, 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) **Noise near sensitive zones.** 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 indicating the presence of a noise-sensitive zone.

(13) **Horn and signaling devices.** The sounding of any horn or signaling device, except as a danger warning, for any unnecessary or 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) **General disturbances.** 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 during permitted construction hours. The City Manager, or designee, upon receiving complaints for excessive vibrations, may require vibration sensors to be installed and monitored at property lines at the expense of the property owner generating the vibration.

(c) **Generators - limited exemption.** Notwithstanding the foregoing prohibited acts, gasoline or propane-powered generators are permitted during periods of power outage following natural disasters and during maintenance periods. Maintenance operations shall only occur between 8:00 a.m. and 6:00 p.m. on weekdays and only for the minimum amount of time required by the manufacturer, not to exceed one hour per week. Any person using a generator, except during periods of power outage, is subject to the restrictions on noise generation as otherwise outlined in this chapter.

Sec. 15-8.4. Exemptions.

The following acts and the causing or permitting thereof shall be specifically exempted from the prohibitions of section 15-8.3:

(1) **Aircraft and transportation.** Noise generated by aircraft, interstate railway locomotives, and cars.

(2) **Emergency activities.** Any noise generated as a result of emergency work or for the purpose of alerting the public to the existence of an emergency situation.

(3) **Domestic equipment.** Any noise generated by the operation and use of domestic power tools and lawn maintenance equipment between 7:00 a.m. and 8:00 p.m. on weekdays, 8:00 a.m. and 6:00 p.m. on Saturdays, and 10:00 a.m. and 6:00 p.m. on Sundays and legal holidays.

(4) **Residential HVAC.** Noise generated by operating and using air conditioning units in residential districts that are properly maintained and operating within the manufacturer's specifications.

(5) **Musical instruments.** Non-amplified solo musical instrument played by an individual within a private residence between the hours of 9:00 a.m. and 9:00 p.m.

(6) **Public safety and utilities.** Noises and sounds of authorized safety signals, warning devices, and any City vehicle while engaged in necessary public business.

(7) **Emergency and utility work.** 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 natural disaster or emergency event, or work required to protect persons or property from imminent exposure to danger. This exemption includes noises from emergency communications and utility work following natural disasters or emergency events, and in connection with the restoration of service operations.

(8) **Permitted events.** Parades, fireworks displays, special events, and other activities for which a permit has been obtained from the City, within such hours and in accordance with such restrictions as may be imposed as conditions for the permit issuance.

(9) **Public construction.** Municipal, county, or state public works, emergency matters, or matters having an effect on the public health, safety, and welfare of the City, provided such work complies with the construction time limitations in section 15-8.5 or has received approval for extended hours due to public safety necessity.

Sec. 15-8.5. Construction site noise regulations.

(a) **General requirements.** Construction shall be permitted only during the hours set forth herein. All equipment shall be operated in accordance with the manufacturer's specifications, shall be in good repair, and shall utilize all noise baffling methods specified by the manufacturer.

(b) **Permitted construction hours:**

- **Residential zones:** Monday through Friday 7:00 a.m. to 7:00 p.m.; Saturday 8:00 a.m. to 5:00 p.m.
- **Commercial zones:** Monday through Friday 7:00 a.m. to 7:00 p.m.; Saturday 8:00 a.m. to 5:00 p.m.
- **All zones:** No construction activities on Sundays and legal holidays.

(c) **Prohibited equipment during restricted hours.** The following construction activities may not be operated between 7:00 p.m. and 7:00 a.m. on weekdays, between 5:00 p.m. and 8:00 a.m. on Saturdays, and are prohibited on Sundays and legal holidays:

1. Any equipment used in construction activity, repair, alteration, or demolition work on buildings, structures, streets, alleys, or appurtenances thereto.

2. Any pile driver, steam shovel, pneumatic hammer, derrick, or steam or electric hoist.

(d) **Exemptions:**

1. Residential homeowners performing ordinary maintenance or home projects are exempt from permits per the Boynton Beach Administrative Amendments to the Florida Building Code, as may be amended from time to time.

2. Emergency work as defined in section 15-8.1.

Sec. 15-8.6. Noise Mitigation Waiver.

(a) **Application.** The City Manager or designee may approve a Noise Mitigation Waiver for construction activities outside permitted hours upon written application demonstrating:

1. Exceptional circumstances requiring work outside normal hours;

2. Measures to minimize noise impact on surrounding properties;

3. Limited duration and scope of work; and

4. Public benefit or safety necessity.

(b) **Conditions.** All Noise Mitigation Waiver approvals shall:

1. Specify exact hours, dates, and activities authorized;

2. Include conditions to minimize noise impact;

3. Require notification to affected properties; and

4. Be subject to immediate revocation for violations.

(c) **Limitations.** Noise Mitigation Waivers:

1. May authorize work as early as 6:00 a.m. Monday through Friday only;

2. Shall not exceed 30 days total duration; and

3. Do not constitute compliance for violations occurring prior to issuance.

Sec. 15-8.7. Enforcement and penalties.

(a) **Jurisdiction.** The City's Special Magistrate shall have jurisdiction to hear and decide cases in which violations of this chapter are alleged; or

(b) **Code enforcement.** The City may enforce the provision of this Code by Code of Ordinance enforcement procedures as provided by Chapter 162, Part 2, Florida Statutes; or

(c) **Citation penalties.** 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 - $100.00

2. Second violation within twelve (12) months of adjudication of first violation - $250.00

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) **Nuisance action.** 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.

(e) **Criminal enforcement.** Violations of this Article may be enforceable by arrest.

(f) **Joint liability.** For the purpose of this section, any person owning or having responsibility for management of a business premises, 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.

Section 3. It is the intention of the City Commission of the City of Boynton Beach, 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 4. All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affect the validity of the remaining portions or applications remaining in full force and effect.

Section 6. This Ordinance shall become effective immediately upon passage.

[SIGNATURES ON FOLLOWING PAGE]

FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this _____day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

25-01219- IG

CODING: Words in ~~strike through~~ type are deletions from the existing law;
Words in underscore type are additions.

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:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, REPEALING AND REPLACING PART II, "CODE OF ORDINANCES," CHAPTER 15 "OFFENSES-MISCELLANEOUS," ARTICLE I "IN GENERAL," SECTIONS 15-8 THROUGH 15-8.7 WITH UPDATED REGULATIONS REGARDING NOISE CONTROL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING 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;
- ☐ 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;

[1] See Section 166.041(4)(c), Florida Statutes.

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):

Chapter 15 "Offenses-Miscellaneous," Article I "In General," Sections 15-8 through 15-8.7 of the City's Code of Ordinances currently regulates noise and sound emissions within the City. The City Commission of the City of Boynton Beach, Florida, deems it to be in the best interest of the citizens and residents of the City to update its regulations regarding noise and sound emissions to include construction noise regulations near residential zones.

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:

NONE

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

NONE

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

NONE

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Construction companies operating within the City of Boynton Beach may be impacted by the proposed ordinance.

4. Additional information the governing body deems useful (if any):

NONE

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(s)—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.

It is the purpose of sections 15-8 through 15-8.9 to prevent, prohibit and provide for the abatement of excessive 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(s)—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 (⅓) 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 (⅓) octave bands by five (5) dB for center frequencies of five hundred (500) Hz and above and by eight (8) dB for center frequencies between one hundred sixty (160) and four hundred (400) Hz and by fifteen (15) dB for center frequencies less than or equal to one hundred fifteen (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 (1) 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:

(a) 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

(b) 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.

(c) 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.

(d) 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 (2×10^6 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(s)—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(s)—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(d) 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(f).

(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(s)—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.

(a) *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, 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).

(b) *Aircraft and interstate railway and locomotives and cars*. Noise generated by aircraft and interstate railway locomotives and cars are exempt from these provisions.

(c) *Emergency activities*. Any noise generated as a result of emergency work or for the purpose of alerting the public of the existence of an emergency situation.

(d) *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.

(e) *Domestic power tools and lawn maintenance equipment*. Any noise generated by the operation and use of domestic power tools and lawn maintenance equipment.

(f) *Fixed mechanical equipment*. Noise generated by the operation and use of air conditioning units in residential districts.

(g) 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.

(h) *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.

(i) Any vehicle of the City while engaged in necessary public business.

(j) Noises and sounds of authorized safety signals and warning devices.

(k) 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.

(l) 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(s)—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 sections 15-8 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 section 15-8.6, 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) percent 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
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(s)—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)

7C. 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.

Commissioner Turkin stated that this project has been a long time coming, over 30 years, and asked for a timeline of how we got here.

Deputy City Manager Mack spoke about this being a continuation of his very first project when he started with the City. He said that these projects were planned over 20 years ago, and it is exciting to see this one get started. He stated that this will beautify the area and reduce speeding. He mentioned working with the County on this project and incorporating this project into the County's overall plan.

Commissioner Turkin stated that he is excited to see this coming, and he praised County Commissioner Marci Woodward for her help in the project.

Motion:

Commissioner Turkin moved to approve Proposed Resolution No. R25-050. Commissioner Hay seconded the motion. The motion passed unanimously.

10C. Discussion regarding construction hours near residential locations.
(Heard out of Order)

Adam Temple, Assistant City Manager, stated that staff worked with Commissioner Cruz on this analysis, to get ready for this presentation.

Pat Hart, Community Standards Supervisor, spoke about eight municipalities that they compared our Code to, in regard to construction hours.

Commissioner Cruz thanked staff for doing this research and for coming to the Town Hall meeting in Monterrey. She mentioned that this is complete obstruction of peace and sleep of her constituents.

Mr. Hart stated that they have staff checking Monterrey from 6:00 A.M. to 9:00 A.M. to see if anyone does work during those hours, and they are working with the Police as well.

Commissioner Cruz stated that citizens have a right to a peaceful home. She asked to have a noise litigation waiver explained.

John Kuntzman, Building Director, spoke about the waiver form that was used when City Hall was constructed, and what the rules are with the waiver. He said that for this project, the contractor had the Police on site during a portion of construction, which complied with the regulations. He stated that for another project, they had to have a complaint line, that was available to residents, to keep tabs on it. He spoke about reports that they have had on vibrations in the community.

Mayor Penserga asked who owns the vibration censor.

Mr. Kuntzman stated that they are provided by a third party.

Mayor Penserga said that he would trust it more if the City owned the vibration censor rather than the third party.

Commissioner Turkin said that maybe the City could choose a censor vendor.

Commissioner Cruz stated that she wants to provide relief to these residents and future residents that are near construction locations. She said that she would like to remove the exemption of any construction after designated working hours, especially related to properties adjacent to residential areas within a certain number of feet. She said that the goal is to figure out the distance from residential homes to the building.

Mr. Temple stated that there were a lot of concrete pours needed for this project, and they were trying to remove them from peak hours of traffic.

Mr. Kuntzman spoke about the impact of the number of concrete trucks that are lined up to pour concrete for this project, and that shifting it to daytime hours would cause a huge backup in traffic. He mentioned some of the other reasons why they have been conducting concrete pours at night, instead of during the day.

Commissioner Cruz said that unfortunately this is causing an issue with residents, and she understands the business side of it. She suggested a change of the hours.

Mayor Penserga said that he supported changing the hours and distance from the residences.

Commissioner Cruz said that she proposed constructions hours for 8 A.M.-8 P.M. Monday-Friday, 9 A.M.-8 P.M. on Saturday, and none on Sunday. She stated that this would be for any construction within a certain amount of feet of residential areas.

Commissioner Hay said that he supports this, because quality of life is more important to him, than construction. He stated that he gets a lot of complaints about this as well.

Commissioner Turkin said that he supports this change and suggestion, and that it is important to include the exemption of emergency matters, such as a busted water pipe.

He stated that there is a lot of development that is coming, which was approved, so it is important to get ahead of this now. He mentioned that we are here to enable a policy to make necessary changes.

Vice Mayor Kelley stated that the timing that she is suggesting is even shorter, 10 A.M. to 4 P.M. She said that she is in support of establishing construction times, and doesn't mind making it a little stricter, for at home quiet times in the evenings.

Commissioner Cruz said that she is comfortable with the stricter hours. She asked to allow public comment on this item.

City Attorney Lamb stated that we can come up with an Ordinance with this direction and have public hearings at that time.

Commissioner Turkin stated that he doesn't mind opening up to comments. He asked if the cities we compared to have a separate noise ordinance.

Assistant City Manager Temple responded that they did, and mentioned that the City has a citywide noise ordinance, with a construction portion.

Dan Dugger, City Manager, said that it goes to midnight on the weekends, and spoke about the allowed decibels. He mentioned that if it is after hours, the Police will go there and check the decibel levels and report to Community Standards.

Commissioner Turkin asked to make the noise ordinance stricter as well, because this should be updated. He mentioned that he would like a complete a code overhaul.

Mayor Penserga asked if the City should make a separate Ordinance for construction hours.

City Attorney Lamb stated our that Code of Ordinances is all over the place, and it is very expensive to do an overhaul, but she will determine if they need a completely new ordinance or not. She stated that the next meeting is March 18, which is after a new Board is sworn in.

Commissioner Hay asked if we have measured the decibel levels at Monterrey.

Mr. Hart stated that they have during the day, and it has measured to be in line with what is allowed. He spoke about the rules of how they measure decibel levels.

Commissioner Hay said that he is okay with allowing Public Comments.

Vice Mayor Kelley said that she doesn't want to set a precedent to allow Public Comment for this, when they already spoke during Public Audience. She stated that if we come back with an ordinance, it would allow for public comment.

Commissioner Hay said that he understands, but would like to know which end of the spectrum is the most problematic. He mentioned that they can make an exception.

City Attorney Lamb stated that this is a discussion item and that they can have a Public Comment portion when they come back with an Ordinance.

Mayor Penserga said that the majority of the Board has decided to allow Public Comment.

Beth Stanzone, Monterrey resident, stated that most recently, they had very loud pounding, and that she had to go try to talk to the construction company to mitigate the noise issue. She said that they have pieces of construction that over exceeds the decibel levels, it is not all the time.

Amelia stated that this has been going on for eight months, and that they need help sooner than later. She said that they need some kind of relief today, not later.

Mayor Penserga stated that direction has been given to staff.

Assistant City Manager Temple clarified the direction that was given to staff for a Code change.

Commissioner Cruz said that the purpose is to not allow construction to happen after 8 P.M., and removing the exception.

Commissioner Turkin stated that he is okay to come back to for a special meeting if they need it.

Mayor Penserga said that this is a draft.

Commissioner Cruz said that it should only be when it is adjacent to residential areas, not for other areas.

Commissioner Turkin said that the Board should be able to make changes, but without causing an issue where it doesn't affect residents.

Commissioner Cruz reiterated her direction and said that this is very specific in the Code.

8. Public Hearing

Commissioner Turkin left the dais at 7:33 P.M.

Commissioner Cruz said regarding Items 8A that she has not had any ex-parte communication, has not received written communication, has not conducted an

City of Boynton Beach

PUBLIC WORKS DEPARTMENT
Engineering Division
100 E. Ocean Avenue
Boynton Beach, FL 33435
PHONE: (561) 742-6244

LETTER OF INTENT TO ENTER INTO A LANDSCAPE MAINTENANCE AGREEMENT

This letter is to confirm the intent of the City of Boynton Beach, Florida ("Maintaining Agency") to maintain all landscape materials furnished by the Department of Transportation ("FDOT") located in the Right of Way of SR 804 (Boynton Beach Boulevard) from NW 3rd Street to US-1/Federal Highway, for FM # 447573-1-SR 804 Boynton Beach – Standalone Landscape Project ("the Project"). The limits of this landscape maintenance are all landscaped arterial medians and irrigation.

To support the Project, the City of Boynton Beach commits to the following:

An Existing **District 4 Landscape Maintenance Agreement** will be amended and formalized between FDOT and the City of Boynton Beach approximately four months prior to the Project's Biddability Complete Phase, which is scheduled for January 2026.

For the purpose of this commitment, Landscape Maintenance shall mean the keeping of landscape healthy, clean, attractive, periodic weeding, fertilizing, shrub pruning, improving the topsoil and the operations and maintenance of the irrigation system.

Based upon the intent of the Maintaining Agency to maintain the landscape, the FDOT will develop the landscape plans for the areas described above.

This **Commitment of Landscape Maintenance** directed to FDOT is contingent upon review and acceptance of the Design Plans and Final Construction Documents by the City of Boynton Beach, prior to the Constructability Submittal. The Plans and Documents for this effort will conform to FDOT standards and specifications. The City of Boynton Beach will verify community support for the landscape project.

If the Maintaining Agency fails to execute an Agreement, the landscape project will not be constructed.

Daniel Dugger
Maintaining Agency Representative (Print)

6/16/25
Date

Signature

City Manager of the City of Boynton Beach
Title

Kaylee Kildare
FDOT District Landscape Manager (Print)

06/18/2025 | 9:38 AM EDT
Date

DocuSigned by:
Kaylee Kildare
AA454451F688470...
Signature

06/18/2025 | 9:38 AM EDT

SKETCH & DESCRIPTION FOR:

12' UTILITY EASEMENT

A PORTION OF RIDGEPOINTE WOODS VILLAS
(PLAT BOOK 44, PAGES 92 & 93, P.B.C.R.)
CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA

LAND DESCRIPTION:

A portion of RIDGEPOINTE WOODS VILLAS, according to the plat thereof, as recorded in Plat Book 44, Pages 92 and 93, of the Public Records of Palm Beach County, Florida, described as follows:

A 12 foot strip of land for a Utility Easement being 6 feet on each side of the following described centerline:

COMMENCE at the Northwest corner of said plat, RIDGEPOINTE WOODS VILLAS; thence S00°57'51"W, along the west line of said plat and the east right-of-way of S.W. 3rd Street, 11.00 feet to the POINT OF BEGINNING of said centerline; thence S88°01'49"E, 1203.98 feet; thence S39°11'11"E, 5.65 feet; thence S88°01'49"E, 75.95 feet; thence S43°02'11"E, 29.06 feet; thence S88°01'49"E, 115.97 feet to the east line of said plat, RIDGEPOINTE WOODS VILLAS, the west right-of-way of Seacrest Boulevard and the POINT OF TERMINATION of said centerline.

Side lines of said 12 foot Utility Easement are to be prolonged or shortened to coincide with said east and west plat lines of RIDGEPOINTE WOODS VILLAS to form a continuous strip of land.

Said lands situate and being in the City of Boynton Beach, Palm Beach County, Florida.

SURVEYOR'S NOTES:

1. Reproductions of this Sketch are not valid without the signature and the original seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this sketch by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are relative to the plat, RIDGEPOINTE WOODS VILLAS, based on the west line of plat having a bearing of S00°57'51"W.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: ℄ = Centerline; F.B. = Field Book; FPL = Florida Power & Light Company; L.B. = Licensed Business; N/A = Not Applicable; O.R.B. = Official Records Book; P.B. = Plat Book; P.B.C.R. = Palm Beach County Records; PG. = Page; P.O.B. = Point of Beginning; P.O.C. = Point of Commencement; P.O.T. = Point of Termination; P.S.M. = Professional Surveyor & Mapper; R/W = Right-of-Way; U.E. = Utility Easement.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Date: 09/29/2025

Digitally signed by Marisha M. Kreitman, P.S.M.
Date: 2025.09.29 15:27:33 -04'00'

MARISHA M. KREITMAN, P.S.M.
Florida Registration No. 6555
AVIROM & ASSOCIATES, INC.
L.B. No. 3300
EMAIL: marisha@aviromsurvey.com

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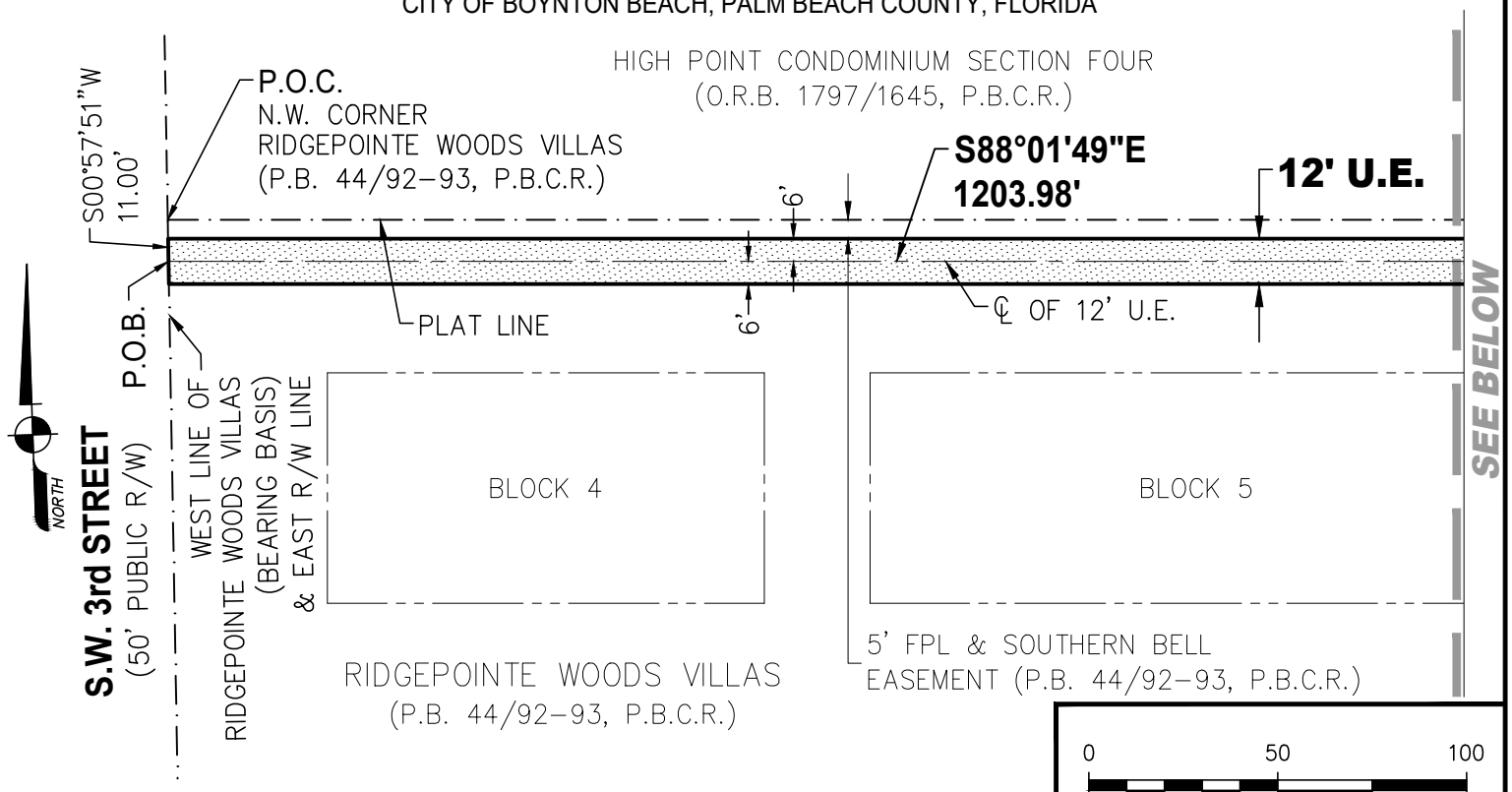
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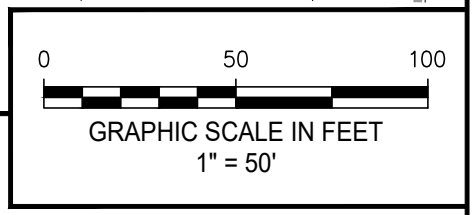
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SCALE:	N/A
DATE:	09/29/2025
BY:	M.M.K.
CHECKED:	
F.B. N/A	PG. N/A
SHEET:	1 OF 3

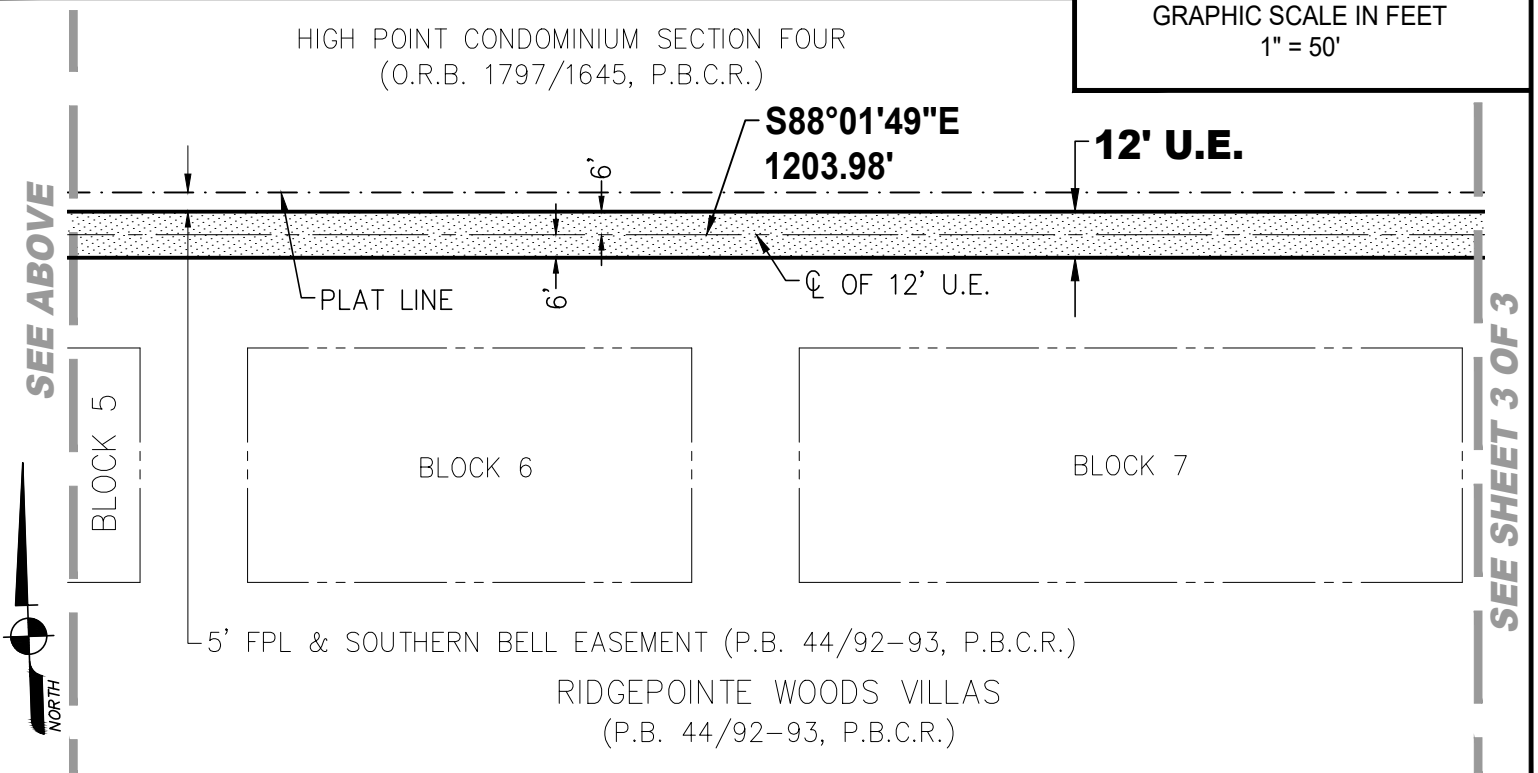
SKETCH & DESCRIPTION FOR:

12' UTILITY EASEMENT

A PORTION OF RIDGEPOINTE WOODS VILLAS
(PLAT BOOK 44, PAGES 92 & 93, P.B.C.R.)
CITY OF BOYNTON BEACH, PALM BEACH COUNTY, FLORIDA







REVISIONS

AVIROM & ASSOCIATES, INC.
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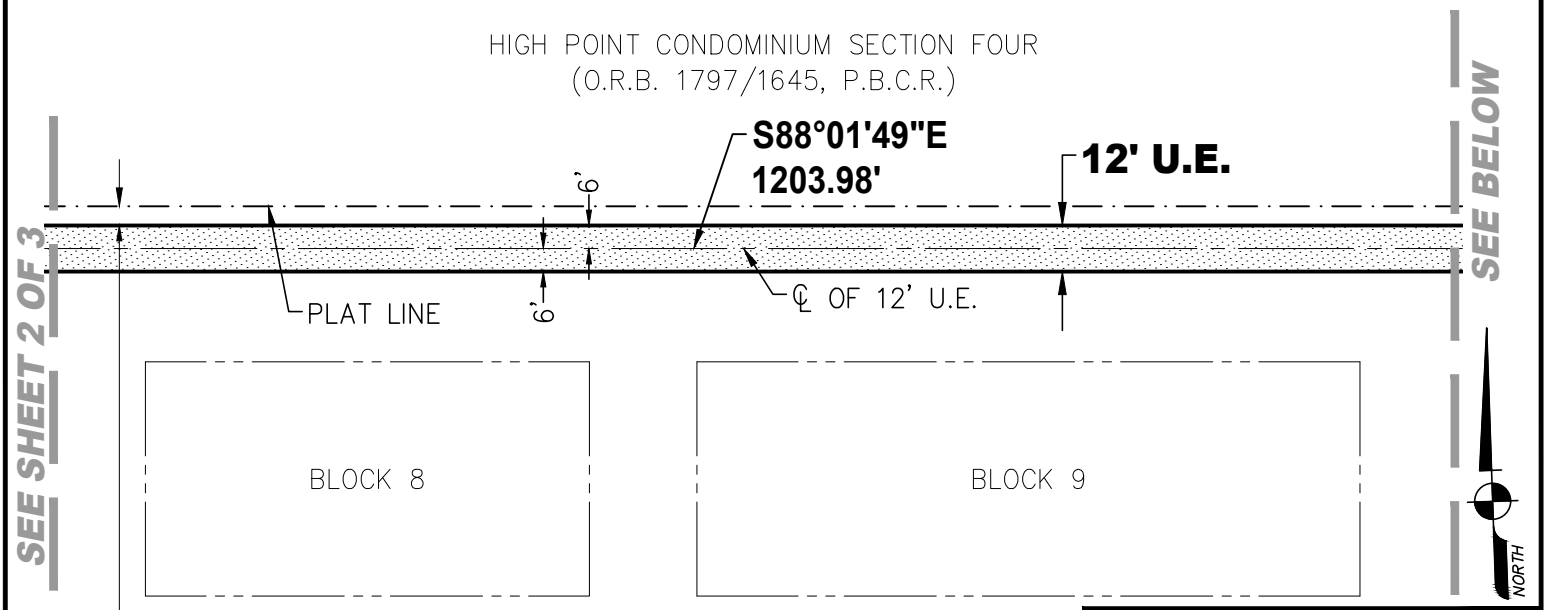
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JOB #:	13513
SCALE:	1" = 50'
DATE:	09/29/2025
BY:	M.M.K.
CHECKED:	
F.B. N/A	PG. N/A
SHEET:	2 OF 3

SKETCH & DESCRIPTION FOR:

12' UTILITY EASEMENT

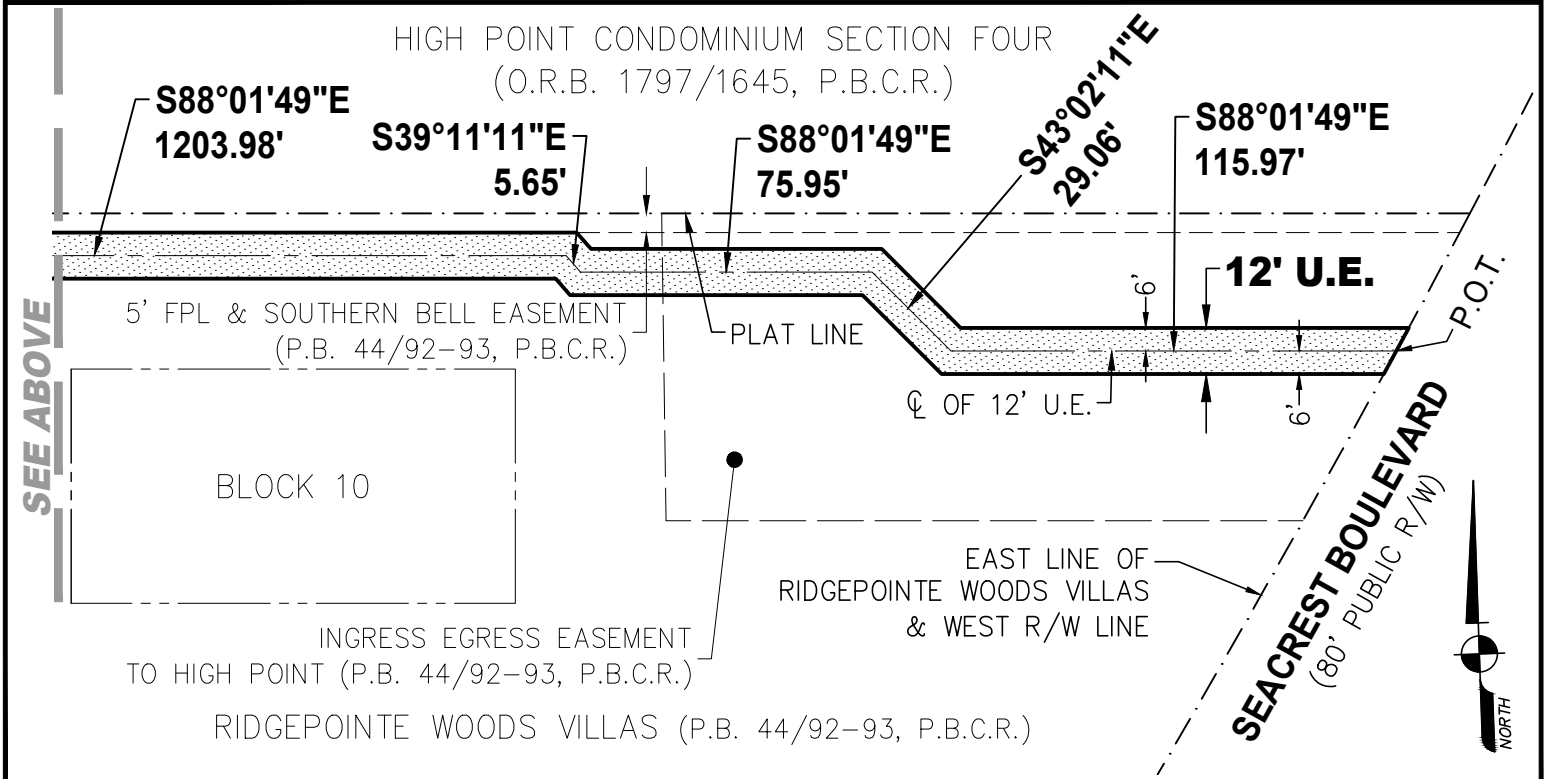
A PORTION OF RIDGEPOINTE WOODS VILLAS
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5' FPL & SOUTHERN BELL EASEMENT (P.B. 44/92-93, P.B.C.R.)

RIDGEPOINTE WOODS VILLAS
(P.B. 44/92-93, P.B.C.R.)

0 50 100
GRAPHIC SCALE IN FEET
1" = 50'



RIDGEPOINTE WOODS VILLAS (P.B. 44/92-93, P.B.C.R.)

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JOB #:	13513
SCALE:	1" = 50'
DATE:	09/29/2025
BY:	M.M.K.
CHECKED:	
F.B. N/A	PG. N/A
SHEET:	3 OF 3